

CITY OF TUPELO

Bucket Truck

Reverse Auction Specification
Reverse Auction Start Date / Time Jun 27, 2023 10:00 AM US/Central
Reverse Auction End Date / Time Jun 27, 2023 10:30 AM US/Central
Reverse Auction Duration 00:30 [hh:mm]

BID SUMMARY			
Company	Bid Amount (\$ USD)	Bidding Date / Time	IP Address
Altec Industries	\$ 161,899.00	Jun 27, 2023 10:00:33 AM US/Central	208.87.234.180

**REQUEST FOR
Un-Priced Technical Proposals
To provide**

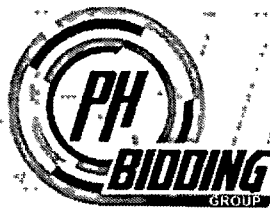
**Bucket Truck
BID # 2023-027PR**

**A Reverse Auction Event For
The City of Tupelo, Mississippi**



BID MANAGEMENT CONTACT:

PH Bidding Group
Cory Dewett
cory@phbidding.com
662-407-0193



**Publication Dates: May 23, 2023, & May 30, 2023
Un-Priced Responses Due: June 20, 2023, at 10:00 AM
Reverse Auction: June 27, 2023, at 10:00 AM**

ADVERTISEMENT FOR PROPOSALS

Notice is hereby given that the City of Tupelo will receive un-priced technical proposals to prequalify vendors for:

Bucket Truck Bid # 2023-027PR

Deadline for receipt of un-priced technical proposals is **June 20, 2023, at 10:00 AM**, local time. Un-Priced proposals, including Specification Response Form and all other documents, shall be submitted electronically at www.tupelomsbids.com.

Pursuant to MS Code 31-7-13 and House Bill 1109, this commodity will be procured through a multi-step procurement process, including a Reverse Auction. In Phase One, unpriced technical proposals are evaluated for potential acceptability based upon pre-determined criteria. In Phase Two, only those bidders whose technical proposals are determined acceptable shall be invited to provide priced bids for consideration. The City of Tupelo encourages vendor participation in this multi-step process. Complete instructions are provided in the specifications package.

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website www.tupelomsbids.com. Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than **10:00 AM on June 20, 2023**, per the detailed bid instructions. Un-priced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on June 27, 2023, at 10:00 AM**. Approved vendors will be given detailed instructions regarding the reverse auction. The City of Tupelo reserves the right to extend the auction date if necessary, to complete the pre-qualification process. Pricing will only be accepted from qualified bidders during the reverse auction process. For any questions relating to the electronic submittal or reverse auction process, please call PH Bidding Group at 662-407-0193.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

The City of Tupelo reserves the right to reject any and or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or choose that bid which is deemed to be in the best interest of the City of Tupelo.

**Jennifer Shempert
Purchasing Agent**



Publishing Dates: May 23, 2023, & May 30, 2023

INFORMATION FOR BIDDERS

Bucket Truck Bid # 2023-027PR

I. General Bidder Requirements/Information

The City of Tupelo is looking to purchase a **Bucket Truck** for use in the Parks and Recreation Department. The City of Tupelo will accept un-priced proposals for pre-qualification until **June 20, 2023, at 10:00 AM**, local time. The un-priced specification responses may be submitted electronically at www.tupelomsbids.com. The responses will be evaluated, and vendors meeting the required specifications will be invited to participate in the online reverse auction process on **June 27, 2023, at 10:00 AM**, local time. All un-priced proposals must be equal in performance and quality to the specifications.

1. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomsoever they may choose.
2. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. Additional consideration may be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. A manufacturer's part or item numbers may be shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equal" items may be bid. The acceptance of "equal" items lies with the City of Tupelo whose decision shall be final. All items shall be delivered FOB to the location specified on the purchase request in Tupelo, Mississippi.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. Delivery will be a consideration in the awarding of this bid.
6. The burden of proof of specifications is the responsibility of the bidder.
7. The City of Tupelo will reject any and all bids that include an escalation charge or clause (including fuel surcharges).

II. SUBMISSION OF UN-PRICED TECHNICAL PROPOSALS

There are several documents to submit in order to be considered for invitation to participate in the Reverse Auction and possible award on this product. Proposals shall contain all documentation as listed in the instructions to bidders.

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of sixty (60) days from the opening date. City of Tupelo is a Tax-Exempt Government Entity.

To be considered, un-priced technical proposals must be signed by an owner or authorized officer or manager of the bidding company. It is the bidder's responsibility to ensure timely and complete proposals are received with all required documentation included. Late and/or incomplete proposals will not be considered.

If you are selected to receive an invitation to provide priced bids, complete instructions for submitting priced bids shall be provided in the invitation.

III. **QUESTIONS**

Failure to examine any specifications and instructions will be at the bidder's risk. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing, and addressed to the following:

General questions regarding this request and questions concerning the technical specifications should be directed to Jennifer Shempert, Purchasing Agent, at the Purchasing Department in Tupelo City Hall, 71 E Troy St, Tupelo, MS 38804. The phone number is **(662)-841-6456**.
Email: jennifer.shempert@tupeloms.gov.

For questions regarding obtaining bid documents or regarding the online reverse auction process, prospective bidders may contact PH Bidding Group at 662-407-0193 or cory@planhouseprinting.com.

No oral explanations by any member of the City of Tupelo nor City of Tupelo staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

IV. **OPENING**

Pricing will only be accepted through the Reverse Auction process by vendors that are approved through the multi-step process. Unpriced proposal openings shall be conducted any time after they are received. From that point forward, unpriced proposals will be considered under advisement. City of Tupelo may conduct written or oral discussions with potential bidders.

The City of Tupelo reserves the right to determine responsive offers or proposals, waive minor informalities in the process, to reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to the City.

V. **OTHER**

THIS IS A MULTI-STEP PROCUREMENT PROJECT TO BE COMPLETED IN TWO SEPARATE PHASES.

- **Phase One** is the solicitation and receipt of unpriced technical proposals for consideration. Deadline for receipt of technical proposals **June 20, 2023, at 10:00 AM CST**.
- **Phase Two** is the Reverse Auction Event in which bidders will provide priced bids for the items requested, based upon their approved technical proposal. If your un-priced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and given detailed instructions by PH Bidding Group. PH Bidding Group can be contacted at 662-407-0193 or via email at cory@phbidding.com
- The reverse auction will begin on **June 27, 2023, at 10:00 AM CST**. The reverse auction will be set for a 30-minute time slot. Any bids submitted within the last 3 minutes of the bid will extend the bid time by an additional 3 minutes to prevent bid sniping. Each additional bid after that will cause another 3-minute extension and will continue until 3 minutes have gone by without a bid. At that point, the auction will end.
- **Reverse Auction** is an auction event in which bidders submit pricing in a decreasing manner. In the City of Tupelo Reverse Auctions, all bidders will be able to see their ranking in the bid process and will have the opportunity to lower their bid as often as possible if they see fit. They will not be able to see other vendors or vendor pricing during the process, only their ranking in the bid process.
- More information regarding the live Reverse Auction event will be provided in the invitation to participate.

VI. INSTRUCTIONS

The following information applies to all proposals. The documents listed below must be included in your un-priced response. The preferred method for receiving responses is via electronic submission at www.tupelomsbids.com.

UN-PRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:

Log-in at www.tupelomsbids.com and perform the following steps:

- A. Scan in all required documentation as a pdf file.
- B. On the left side of the webpage, click on "Public bids".
- C. Click on the appropriate bid that you will be participating in.
- D. Click on the "Submit Bid" tab.
 - 1. Fill in your profile information (or check for accuracy if auto populated).
 - 2. Under the "FDF Attachments section" Drag and drop your pdf file into the box as outlined or click on the "click here" link inside the submission box to find your file.
 - 3. Under the "Review and Verify" section, click the box agreeing to the terms and conditions.
 - 4. Click "Submit" when you are ready to submit your file.
 - 5. You will receive confirmation when your response has been submitted. If you do not receive a response, your submission has not been received. If you have questions about whether the response was received, you can contact cory@phbidding.com or call 662-407-0193.
- E. Once submitted and the solicitation period has ended, The City of Tupelo will review all solicitations, and all approved bidders will be able to take part in the reverse auction process once it begins. *Note: The reverse auction will take place at <https://phbidding.procureport.com>. Separate registration for usage to the reverse auction site is required. If you are approved to participate in the reverse auction, detailed instructions will be sent to you.*
- F. The bid submission can be redacted at any time prior to the bid opening time.

The following items should be included in the electronic submission:

- 1. Submission Cover Letter (Form A)
- 2. Completed Response Form (Form B)
- 3. Product Brochures
- 4. Warranty Information
- 5. PH Bidding Supplier Agreement
- 6. Any other information vendor would like for the City of Tupelo to consider.

Any questions regarding the website, response submissions, or reverse auction process can be directed to PH Bidding Group at 662-407-0193 or cory@phbidding.com.

FORM A

*Submission Cover Letter for
Un-priced Technical Proposals*

**Bucket Truck
Bid # 2023-027PR**

The undersigned proposes to provide Police vehicles as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below:

If, after reviewing all vendor submissions, the City of Tupelo decides to invite _____ (your company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on **June 27, 2023, at 10:00 AM**. We understand that detailed instructions regarding the reverse auction process will be emailed to all approved vendors.

It is understood that we have only one opportunity to submit an un-priced technical proposal. We affirm that we have read and understood this request for un-priced technical proposals and understand that Phase Two must be completed before the items are awarded. We understand that any missing information or documents required by the BID may be cause for rejection of the proposal.

We acknowledge that the City of Tupelo has the sole discretion and authority to determine whether our proposed commodity meets the specifications issued and if it will meet the requirements and needs of the City of Tupelo. We understand that the City of Tupelo may or may not invite our participation in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement.

We agree to abide by the terms and conditions of the PH Bidding Group Supplier agreement and understand that any questions regarding the agreement or the bid process should be directed to 662-407-0193 or cory@phbidding.com.

If we are invited by the City of Tupelo to participate in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement, the invitation should be directed to:

Printed Name _____

Title _____

Company Name _____

Email _____

Phone _____

SPECIFICATION RESPONSE FORM

Bucket Truck
Bid # 2023-027PR

The undersigned proposes to furnish a Bucket Truck, which meets the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a response, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

Please check '✓' each line item – confirming specifications listed will be met.

Bucket Truck Specifications				
ITEM	Telescopic articulating Aerial device with ISO-Boom.	ACKNOWLEDGE		VARIANCE
		YES	NO	
1.01	ISO Boom: the inner telescopic fiberglass boom maintains full dielectric integrity even with the fiberglass inner boom fully retracted			
1.02	Hydraulic platform leveling system.			
1.03	Hydraulic tool circuit at the platform			
1.04	Emergency lowering valve at the platform			
1.05	Single handle control at the platform with a safety interlock system.			
1.06	Two (2) operators and maintenance/parts manuals			
1.07	Working height: 45.6 feet			
1.08	Side reach: 29.7 feet			
1.09	Low-power fiber-optic control system (FOC-L).			
1.10	Continuous rotation			
1.11	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)			
1.12	Post style pedestal mounting			
1.13	Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G)			
1.14	Platform Leveling At Lower Controls. AT40-G			
1.15	Two (2) Platform Steps			
1.16	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform			
1.17	Platform liner for a 24 x 30 x 42 inch platform			
1.18	4-Function Single Handle Fiber-Optic Controller			
1.19	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground			
1.20	Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system with Secondary Stowage System			
1.21	Powder Coat unit white			

ITEM	Unit & Hydraulic Acc.	ACKNOWLEDGE		VARIANCE
		YES	NO	
2.01	HVI-22 Hydraulic Oil (Standard).			
2.02	Standard Pump For PTO			
2.03	Hot shift PTO for automatic transmission			
ITEM	Body	ACKNOWLEDGE		VARIANCE
		YES	NO	
3.01	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38-Inch-long Side Access Tailshelf			
3.02	Body fabricated from A40 grade 100% zinc alloy coated steel			
3.03	Full Doors, double-paneled, self-sealed with built-in drainage			
3.04	Stainless steel hinge rods extend full length of door.			
3.05	Door hinges are zinc alloy material attached with rivets			
3.06	All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers			
3.07	Heavy-gauge welded steel frame construction with smooth galvaneal floor.			
3.08	Possible contact edges are folded for safety			
3.09	Door header drip rail at top for maximum weather protection.			
3.10	Neoprene or rolled fenders on wheel fender panels			
3.11	Steel treated for improved primer bond and rust resistance			
3.12	Automotive underseal applied to body.			
3.13	Automotive type non-porous door seals fastened to the door facing			
3.14	108 Inch Body Length			
3.15	40 Inch Body Height (Standard)			
3.16	94 Inch Body Width (Standard)			
3.17	20 Inch Body Compartment Depth (Standard)			
3.18	8 Inch Body crossmembers (Standard)			
3.19	No Treadplate on Compartment Tops			
3.20	6-Inch-tall wooden tailboard installed at the rear of body cargo area			
3.21	Stainless Steel Rotary Paddle Latch With Lock (Standard)			
3.22	Master Body Locking System (Standard)			
3.23	One (1) wheel chock holder installed in fender panel on each side of body.			
3.24	Gas Shock Type Rigid Door Holders for Vertical Doors			
3.25	Chains On Horizontal Doors			
3.26	Hotstick shelf extending full length of body on Curbside.			
3.27	Drop-Down Hot Stick Door For One (1) Shelf (Right Side)			
3.28	Two (2) Hot Stick Brackets			
3.29	1st Vertical Streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers			
3.30	1st Horizontal Streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers			
3.31	Rear Vertical Streetside (LH) - Six (6) Adjustable Locking Swivel Hooks			
3.32	1st Vertical Curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall			

3.33	1st Horizontal Curbside (RH) - Vacant			
3.34	Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers			
3.35	One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments			
3.36	38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle.			
ITEM	Body and Chassis Accessories	ACKNOWLEDGE		VARIANCE
		YES	NO	
4.01	ICC Underride Protection			
4.02	Combination 2 Inch Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)			
4.03	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount			
4.04	Front Torsion Bar Installed On Chassis			
4.05	Rear Torsion Bar Installed On Chassis			
4.06	Appropriate counterweight added for stability.			
4.07	Platform Rest, Rigid with Rubber Tube			
4.08	Platform to be side stowed			
4.09	Boom Rest for a Telescopic Unit			
4.10	Mud Flaps With Altec Logo (Pair)			
4.11	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)			
4.12	Slope Indicator Assembly For Machine Without Outriggers			
4.13	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards			
4.14	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)			
4.15	Triangular Reflector Kit, Shipped Loose			
4.16	Vinyl manual pouch for storage of operator & parts manuals			
4.17	Rock Guards, Lexan, Installed Each Front Corner Of Body			
ITEM	Electric Accessories	ACKNOWLEDGE		VARIANCE
		YES	NO	
5.01	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)			
5.02	Altec Standard Amber LED Strobe Light With Brush Guard Post Mounted On Streetside Front Compartment Top			
5.03	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system			
5.04	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio <ul style="list-style-type: none"> A. 7" Color LCD Monitor With LED Backlighting And Proximity Indicators B. B. 2 Inputs With Independent Triggers C. C. Heated Infrared Camera With Day/Night Sensor And Audio D. D. Mirror/Normal View E. E. IP68 Rated F. F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical) G. G. 20 Meter Cable Assembly 			

5.05	6-Way Trailer Receptacle (Pin Type) Installed At Rear			
5.06	Ford Upfitter Switches (Supplied with Chassis)			
5.07	(2) 120 Volt GFCI Receptacle Includes Weather-resistant Enclosure Installed at rear of body on SS and CS			
5.08	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)			
5.09	Install secondary stowage system			
5.10	PTO Indicator Light Installed In Cab			
5.11	Additional Sold Stock And Global Option Inverter, 1800 Watt, Pure Sine Wave, 120 VAC (Sensata #12/1800N) (Altec/Stock Preferred)			
ITEM	Finishing Details	ACKNOWLEDGE		VARIANCE
		YES	NO	
6.01	Powder Coat Unit Altec White			
6.02	Finish Paint Body Accessories Above Body Floor Altec White			
6.03	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.			
6.04	Apply Non-Skid Coating to all walking surfaces			
6.05	English Safety And Instructional Decals			
6.06	Vehicle Height Placard - Installed In Cab			
6.07	Placard, HVI-22 Hydraulic Oil			
6.08	Dielectric test unit according to ANSI requirements.			
6.09	Stability test unit according to ANSI requirements			
6.10	Focus Factory Build			
6.11	Delivery Of Completed Unit			
6.12	Inbound Freight			
6.13	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch			
ITEM	Chassis	ACKNOWLEDGE		VARIANCE
		YES	NO	
7.01	2023 Model Year			
7.02	Ford F550 or Equivalent			
7.03	Class V (16,001-19,500 LBS)			
7.04	Chassis Color - White			
7.05	Regular Cab			
7.06	4x2			
7.07	60 Clear CA (Round To Next Whole Number)			
7.08	145 Wheelbase			
7.09	18,000 LBS GVWR			
7.10	7,000 LBS Front Axle Rating			
7.11	13,660 LBS Rear Axle Rating			
7.12	Ford 6.7L Power Stroke Diesel			

7.13	10-Speed Automatic Transmission (w/PTO Provision)			
7.14	Ford E/F250-550 Single Horizontal Right-Side Exhaust			
7.15	98R - Operator Commanded Regeneration (OCR)			
7.16	50-State Emissions			
7.17	Clean Idle Certification			
7.18	No Idle Engine Shut-Down Required			
7.19	Hydraulic Brakes			
7.20	Park Brake in Rear Wheels			
7.21	Ford 40 Gallon Fuel Tank (Rear)			
7.22	Ford 7.2 Gallon DEF Tank (Mid Mount)			
7.23	63C - Aft Axle Frame Extension			
7.24	Power Door Locks			
7.25	Power Windows			
7.26	Power Mirrors			
7.27	Keyless Entry			
7.28	Bluetooth			
7.29	Cruise Control			
7.30	Block Heater			

GENERAL BIDDER'S REQUIREMENTS

Delivery - The successful bidder will deliver fully assembled vehicles to Tupelo Police Department at 400 N Front St, Tupelo, MS 38804. The Bidder is to notify the City of Tupelo of any delays in delivery extending beyond two (2) weeks from the Final Anticipated Delivery Date stated in this document. Failure to coordinate major delays in delivery with the City of Tupelo designated personnel shall release the City of Tupelo of this purchase order contract.

All items must be as specified or approved equal by the City of Tupelo.

Specification Response Form Complete Document Checklist and Bid Requirement Acknowledgment
Please include all below documents in order for your Specification Response Form to be considered:

ITEM	ACKNOWLEDG		VARIANCE
	YES	NO	
Equipment Brochure Included			
Written Warranty Information/Service Information Included:			
PH Bidding Supplier Agreement Included. Checking this box acknowledges that you understand your responsibilities under the PH Bidding Supplier Agreement.			
If your product meets specifications and you are approved to participate in the reverse auction, you will be given full details regarding participation in the reverse auction.			

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to either contact PH Bidding Group at 662-407-0193 or cory@phbidding.com at least one day prior to the specification response deadline or the reverse auction date.

EQUIPMENT INFORMATION

Chassis Make and Model: _____

Body Manufacturer: _____

Delivery Time (after PO is received): _____

BIDDER INFORMATION

Company _____

Physical Address _____

Billing Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Authorized Agent Name _____

Title _____

Signature _____



Supplier Agreement

INTENT AND CONTACT

This document shall detail the conditions upon which a supplier, contractor, vendor or other individual, business or corporation seeking to do business with any client who has contracted, whether verbally, by resolution or any other means with PH Bidding Group for the use of its reverse auction platform shall be allowed to utilize the PH Bidding Group Reverse Auction Platform located at <https://phbidding.procureport.com/>. Only through completion of this document and unconditional agreement to this agreement in its entirety will you or your assigns, agents or employees or other designees be allowed to utilize this platform to submit pricing to the client(s) of PH Bidding Group.

This Agreement contains provisions for an administrative fee, discussed in Section 16.

PH Bidding Group hereby agrees to all sections contained within which outline its obligations and responsibilities.

PH Bidding Group Contact information is:

PH Bidding Group
605 West Main Street
Tupelo, MS 38804
662.407.0193
cory@phbidding.com

TERMS OF USE

Reverse Auction and Strategic Procurement Software – One Time Use Agreement for Suppliers Only

If you have difficulty in completing this document, email us at cory@phbidding.com or call us direct at 662.407.0193.

By participating in the reverse auction procurement process initiated by PH Bidding Group and its strategic partner(s), you agree that you have accepted this agreement in its entirety, without exception, and that you, your representatives, and assigns agree to the following terms, statements and conditions:

Definitions:

“PH Bidding Group” shall mean the provider of a Reverse Auction Event Platform used in conjunction with Buyers to negotiate pricing on desired service, goods, or information.

“You”, “Supplier” or “Suppliers” shall mean anyone signing this agreement that will use or direct the use of PH Bidding Group’ Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.

“Buyer” shall mean any client or customer of PH Bidding Group who chooses or has chosen in the past to procure through the use of a Reverse Auction Event Platform or information provided by or in conjunction with PH Bidding Group.

“Reverse Auction Event Platform” shall mean the platform accessed within or from or in conjunction with the website address at <https://phbidding.procureport.com/> , which is used by various Buyers to procure services, goods or information.

- 1.) All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client, and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.
- 2.) PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.
- 3.) You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients' creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients' failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.
- 4.) This agreement shall be good for a one-time use of PH Bidding Group's reverse auction strategic procurement solution. Only through acceptance of this agreement are you permitted to utilize the bidding platform. In the event that you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. In the event that PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.
- 5.) PH Bidding Group shall provide basic training and basic instruction (if requested) concerning the operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to accommodate training to Supplier's schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.
- 6.) It shall be the supplier's responsibility to comply fully with the terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.
- 7.) It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event.

- 8.) Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.
- 9.) It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.
- 10.) Suppliers agree that any and all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.
- 11.) Supplier agrees that he has no right to transfer this one-time use license.
- 12.) Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group' reverse auction software.
- 13.) Supplier agrees that his sole remedy in the event that supplier determines he dislikes the reverse auction process or service is to stop using the service.
- 14.) Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.
- 15.) Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.
- 16.) An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group' Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

Fees shall be self-assessed by the winning Supplier in the following amount and shall apply to all bids:

4% of the total contract price, including all service agreements, extended warranties and equipment.

Fees shall be paid to PH Bidding Group in the following manner:

All fees, in full, shall be due to PH Bidding Group within 15 calendar days of payment by the purchasing entity to the winning vendor for equipment, materials or other items by the Buyer. Partial payments shall not be accepted, and payments which are not received within 60 calendar days shall immediately accrue interest at the rate of 2% monthly plus a recurring monthly service fee of \$50. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by PH Bidding Group and subject to all necessary and legal means of collection of this debt. In addition, Supplier agrees to pay all fees and lost monies required to collect Suppliers debt to PH Bidding Group. Jurisdiction for all collection efforts shall be Tupelo, Mississippi exclusively.

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids.

Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

- 17.) By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.
- 18.) Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.
- 19.) PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.
- 20.) This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

Acceptance - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of law, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company, or Individual represented: _____

Authorized Representative (Printed Name): _____

Title of Authorized Representative: _____

BILLING INFORMATION:

Email Address: _____

Physical Address: _____

Mailing Address (if different): _____

Office Phone: _____

Mobile Phone: _____

Signature: _____

Date: _____

Return this Agreement, with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and submit this agreement with your bid response to the applicable bid management site or you may email the completed, signed pages to cory@phbidding.com. For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662-407-0193.

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to contact PH Bidding Group at either 662-407-0193 or cory@phbidding.com at least one day prior to the specification response deadline or the reverse auction date.