

CITY OF TUPELO

One (1) New Overcenter Material Handling Aerial Device

Lot Specification

Lot Start Date / Time Nov 22, 2022 10:30 AM US/Central

Lot End Date / Time Nov 22, 2022 11:00 AM US/Central

Lot Duration 00:30 [hh:mm]



One (1) New Overcenter Material Handling Aerial Device

Company	Bid Amount	Bidding Date / Time
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Altec Industries	\$ 194,016.00 USD	Nov 22, 2022 10:31:17 AM US/Central
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Delivery Lead Time - (Number of Days)

Company	Bid Amount	Bidding Date / Time
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Altec Industries	950 Days	Nov 22, 2022 10:31:17 AM US/Central
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**55' Compensated Over center Material Handling Aerial Device
(Equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device)**

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

BID #2022-045WL

BIDDING
GROUP

Publication Dates:.....	October 25, 2022 and November 1, 2022
BID Response Deadline:	November 15, 2022 at 2:00 PM
Reverse Auction:	November 22, 2022 at 10:00 AM

ADVERTISEMENT FOR PROPOSALS

The City of Tupelo is seeking un-priced technical proposals from equipment dealers for:

55' Compensated Over center Material Handling Aerial Device (Equal or equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device)

BID # 2022-045WL

Deadline for receipt of un-priced technical proposals is **November 15, 2022 at 2:00PM**, local time at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. Bidders may also submit responses 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, un-priced 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. 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 **2:00 PM on November 15, 2022** 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 November 22, 2022 at 10:30 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. 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 to choose that bid which is deemed to be in the best interest of the City of Tupelo.

Jenifer Shempert
Purchasing Agent

GROUP

Publishing Dates:
October 25, 2022 and November 1, 2022

(PHASE ONE OF A MULTI-STEP PROCUREMENT PROJECT)

**55' Compensated Overcenter Material Handling Aerial Device
(Equal or equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device)
BID # 2022-045WL**

I. GENERAL

The City of Tupelo will accept un-priced proposals for **pre-qualification until November 15, 2022 at 2:00 PM, local time**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the city, at the originally scheduled hour.

The un-priced specification responses may also 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 November 22, 2022 at 10:30 AM**. All un-priced proposals must be equal in performance and quality to the specifications.

II. TECHNICAL SPECIFICATIONS

The City of Tupelo will be accepting proposals for one (1) 55' Compensated Overcenter Material Handling Aerial Device (Equal or equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device) to be installed on a cab and chassis provided by Tupelo Water & Light Department. Specifications are provided in the Specification Response Form Below.

III. 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 project. Proposals shall contain the following documentation at a minimum. SEE INSTRUCTIONS, FORMS AND CHECKLISTS PROVIDED ON THE FOLLOWING PAGES.

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 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.

IV. QUESTIONS

Failure to examine any specifications and instructions will be at 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 should be directed to Jennifer Shempert, Purchasing Agent, at the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841-6456. Email: Jennifer.shempert@tupeloms.gov.

For questions concerning the technical specifications, prospective bidders may contact Tommy Monts at Tupelo Water & Light Department. The phone number is 662-841-6463.
Email: Tommy.Monts@tupeloms.gov

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

No oral explanations by any member of the City 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.

V. OPENING

Proposal openings, whether electronic or traditional paper method, shall be conducted any time after they are received and shall be conducted by at least two procurement officials. From that point forward, 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.

VI. OTHER

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

- **Phase One** is the solicitation and receipt of un-priced technical proposals for consideration. Deadline for receipt of technical proposals is **2:00 PM on November 15, 2022**.
- **Phase Two** is the Reverse Auction Event in which bidders will provide priced bids for the equipment 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 **November 22, 2022 at 10:30 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-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.
- More information regarding the live Reverse Auction event will be provided in the invitation to participate.

VII. **INSTRUCTIONS**

The following information applies to all proposals. The documents listed below must be included in your proposal, whether submitted by envelope or by electronic method. After you obtained the Specification Package, you can submit proposals by:

1. **PROPOSAL SUBMISSION BY SEALED ENVELOPE:**

Prior to the deadline for receipt of un-priced technical proposals, deliver your sealed envelope, marked as shown, to the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The envelope must be clearly marked with the Bidder's name and address on the outside and the following in the lower left corner:

**UN-PRICED TECHNICAL PROPOSAL FOR A
55' COMPENSATED OVERCENTER MATERIAL HANDLING AERIAL DEVICE
(Equal or Equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device)**

**BID # 2022-045WL
PROPOSALS DUE BY: November 15, 2022 at 2:00 PM**

2. **UN-PRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:**

Log-in at <https://www.tupelombids.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 "PDF 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 a 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. One 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 your submission, whether submitted in a sealed envelope or submitted electronically.

- A. Submission Cover Letter (Form A)
- B. Completed Proposal Form (Form B)
- C. Warranty Information
- D. Product Brochures or information
- E. Any other information vendor would like for the City of Tupelo to consider
- F. PH Bidding Supplier Agreement

FORM A

*Submission Cover Letter
For
Un-priced Technical Proposal*

**55' Compensated Overcenter Material Handline Aerial Device
(Equal or Equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device)
Bid # 2022-045WL**

.....

The undersigned proposes to provide one (1) 55' Compensated Overcenter Material Handling Aerial Device (Equal or Equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device) 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 Altec Industries (company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on **November 22, 2022 at 10:30 AM CST**. 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 also if it will meet the requirements and needs of the City of Tupelo Water & Light Department in performing their assigned daily tasks. 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: Brayden Housel

Title: Sales Account Manager

Company Name: Altec Industries

Email: brayden.housel@altec.com

Phone: (205) 529-5506

FORM B

Specification Response Form

**55' Compensated Overcenter Material Handling Aerial Device
(Equal or Equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device)
Bid # 2022-045WL**

The undersigned proposes to furnish provide one (1) 55' Compensated Overcenter Material Handling Aerial Device (Equal or Equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device), 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 proposal, 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.



SPECIFICATIONS			
Qty	Description	ACKNOWLEDGE	
		Yes	No
1	UNIT – One (1) new Articulating/Telescoping Aerial Device providing a working height of 54.5 feet	X	
	Design Criteria: Design criteria shall be in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.	X	
	Aerial device shall be designed as a Category C machine in accordance with ANSI/SIA A92.2-2009	X	
	Aerial device shall be dielectrically tested and rated for operation on systems up to 46 kV phase to phase per ANSI/SIA A92.2-2009	X	
	Hydraulic System: – Full pressure open center hydraulic system	X	
	– Hydraulic hoses shall be equipped with permanent type fittings		
	Miscellaneous: – All metallic components of the complete aerial device shall be prime painted – The fiberglass upper boom, boom inserts, platforms and covers shall be Oxford White – Two (2) complete manuals providing operation and maintenance procedures and a replacements parts listing shall be provided	X	
1	– Warning decals shall be provided with unit Pedestal with 20 gallon integral tank: – The pedestal shall be designed with access holes for maintenance of hydraulic plumbing – An internal 20-gallon hydraulic oil reservoir shall be provided with a 60-mesh filler screen baffles gauge. 100 mesh suction screen with bypass clean out access hole, sight and dip stick		X
1	Turntable and Lower Boom Assembly: Lower Boom: – Filament wound high strength fiberglass insert providing an insulation gap	X	
	– The lower boom articulation shall be from 0 to 87 degrees		
	Lower Controls: – Individual control levers shall be located in an accessible location on the turntable	X	

City of Tupelo- 55' Compensated Overcenter Material Handling Aerial Device

(continued)		ACKNOWLEDGE	
Qty	Description	Yes	No
	Rotation: – Self-locking worm gear rotation drive shall be provided and equipped with bi-directional motor	X	
1	Boom Tip with 4 Function Controls, Platform Rotator and side mounted hydraulic extent underload jib	X	
	Upper Controls: “Control-Plus” single stick controller – Enable lever must be actuated before operation	X	
	Side mount platform rotator offering 105 degrees of hydraulic rotation		X
	Hydraulic Platform Tilt shall be provided at platform and lower controls	X	
	Engine Stop/Start shall be controlled at platform and lower controls	X	
	Upper Boom: – Filament wound high strength fiberglass boom providing an insulation gap	X	
	1500-lb Hydraulic Articulating Side Mounted Jib and Winch Hydraulic Jib Extension Underload: – Infinite positioning through the 123 degrees of articulation envelope with 1-6 ft of extension and 5 pinning positions every 17 inches – Shall include a self-locking worm gear winch with jib and winch controls at platform controls and winch control at lower controls – Shall include up to 75’ of ½” winch rope and hook – Maximum jib capacity of 1500 lb	X	
1	Platform capacity rated up to 600-lbs	X	
1	24-inch Platform Lifter	X	
1	Platform, Side Mount (Curbside) 24 x 48 x 42: – Includes one outside access step with slip-resistant surface – Two safety harnesses with lanyards – A padded saddle rest provides platform support during road travel	X	
1	Insulated Platform Liner for 24” x 48” x 42” Platform: – Tested at 50 kV AC	X	
1	Vinyl Platform Cover for 24” x 48” Platform: – Waterproof with internal elastic cord around edge	X	
1	Engine Throttle Control: – A two speed engine throttle control is provided at the upper controls – The engine shall advance to a pre-set speed when engaged and decrease to idle when disengaged	X	
1	Dual Hydraulic Tool Outlets at Platform: – Shall be installed at the platform to accommodate two (2) open center hydraulic tools – Tools shall not be operated simultaneously – Shall include port relief’s to limit pressure to 2250 psi	X	
1	Auxiliary Let Down for use with Open Center Hydraulics: – Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor – Shall include 12-volt electric motor for use on a 12-volt chassis – Shall include a switch for activation at pedestal for electric or air function	X	
1	Continuous and Unrestricted Rotation: – A hydraulic rotary manifold to provide a rotating oil distribution system for continuous and unrestricted rotation – A 4-channel electric collector ring shall be standard	X	

(continued)		ACKNOWLEDGE	
Qty	Description	Yes	No
1	Chassis Controller 12-Volt (Equal or equivalent to Terex DTS51): <ul style="list-style-type: none"> - Display screen – Shall provide Inputs and Outputs indication for trouble shooting - Warning Screens - Switch Buttons shall have LED indicators to show when active - One system for all chassis types - Controller shall be programmable for communication with different chassis manufacturers 		X
1	Subframe shall be constructed for non-possum belly application: <ul style="list-style-type: none"> - Constructed with a 6" x 6" x ¼" wall square tubing with 5/16" thick steel plate 	X	
1	Heavy Duty A-Frame Outriggers with swivel type stabilizer pads and 6" club feet	X	
1	Underslung Modified A-Frame Outriggers with swivel type stabilizer pads, lowered 6"	X	
1	Controls for 2-Sets of Outriggers and Auxiliary Tool Outlets (Open center systems): <ul style="list-style-type: none"> - Shall be recessed at rear of truck each side for ease of view for outrigger placement - Shall include switches and alarm for outrigger in motion alarm 	X	
1	Boom Interlock: To operate the boom, the outriggers must be extended	X	
1	Tie down kit	X	
1	Boom rest with a cam style tie down strap shall be provided	X	
1	Pump for systems requiring 8 gallons per minute: <ul style="list-style-type: none"> - Fixed displacement vane pump providing 5 gallons per minute at 725 engine rpm and 8 gallons per minute at 1050 engine rpm with a 128% pto 	X	
1	Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit	X	
1	Platform rest, bottom base	X	
1	Chassis Spring Additions: Build up left rear chassis springs to level vehicle	X	
1	Hot shift PTO with indicator light for automatic transmission	X	
1	Standard PTO/Transmission Functionality for Automatic Transmission – If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. PTO switch must be turned off to allow the transmission to shift into gear.	X	
1	DOT Inspection and Certification required	X	
1	Set chassis parameters	X	
1	Back-up alarm to sound when the vehicle is shifted into reverse	X	
4	Laminated wood outrigger pads 24" x 24" x 2 ¼" with rope handle. Shall include outrigger pad storage	X	
4	Rubber wheel chocks with eye bolt	X	
1	Grab handles as necessary for 3-point contact	X	
2	Cable type gripstrut stirrup step	X	
1	Rigid stirrup step mounted on side access for ground to body access	X	
1	Access steps to platform from top of body or flatbed floor	X	
1	One pair of mud flaps with logo 30" tall (Trim as required)	X	
1	Under body mounting kit for a pair of mud flaps	X	
1	Bracket for storing grounding cable	X	
1	2/0 Black Electrical Cable used for grounding per ASTM F855-04: <ul style="list-style-type: none"> - 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp - Three point grounding system for grounding vehicle during work operations - Cable must be fully removed from bracket before use 	X	
1	Grounding Loop Kit: Shall consist of two (2) grounding copper rings located one at front and one at rear	X	

(continued)		ACKNOWLEDGE	
Qty	Description	Yes	No
1	Boom rest	X	
1	LED 7-lamp DOT Lighting Package (Equal or equivalent to Peterson): – Complies with FMVSS 108 – Shall include required lights, junction box and wiring harness (Note: Back-up lights shall be LED)	X	
1	Lighted license plate bracket kit with LED light	X	
2	Amber strobe light (LED) with 4" tall & 6" diameter lens, and branch guard	X	
2	Strobe post mount bracket weldment for medium chassis	X	
1	Hour meter for power take off engagement time or engine hours (To be specified)	X	
1	Remote engine stop/start control from inside bucket	X	
1	Remote two-speed control from rear of vehicle	X	
1	15-ton Pintle Hook: Safety chain eyes	X	
1	ICC rear bumper	X	
1	7-prong trailer socket	X	
45	Fill with Hydraulic oil for general purpose use: Product maintenance manual shall specify type to be used	X	
1	Safety Kit shall consist of: – 5-lb ABC fire extinguisher with bracket – James King triangle reflector kit	X	
1	Paint Scheme: – Line body shall be painted one color: Oxford White – Aerial device shall be painted one color: Oxford White – Under carriage shall be painted black – All walking surfaces shall be painted with non-skid paint: White – Compartment top shall be painted with non-skid paint: White	X	
2	Grounding Lugs: One front and One rear	X	
	GENERAL BIDDER REQUIREMENTS <u>Includes</u> – The City of Tupelo reserves the right to reject any and all bids, to waive informalities in the bid, or to award to whomsoever they may choose. – The City of Tupelo will reject any and all bids which include an escalation charge to clause (including fuel surcharges). – Bidder shall state details of all standard and extended warranties furnished, including parts and labor for all components. – Any warranty labor to be performed by City of Tupelo mechanics shall be reimbursed by the bidder at the City of Tupelo's current labor rate. – To be mounted on a cab and chassis provided by City of Tupelo.	X	

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.

PRICING SHOULD NOT BE INCLUDED IN INITIAL RESPONSE. PRICING WILL ONLY BE ACCEPTED THROUGH THE REVERSE AUCTION PROCESS BY VENDORS APPROVED IN THE PRE-QUALIFICATION PERIOD.

Delivery Lead Time: 2030-2120 (Calendar Days)

Bid is: _____ as per specifications, taking no exceptions

X taking only those specification exceptions listed below or by letter attached and referenced to page numbers specified

Exceptions/Explanations: Reservoir will be a 30 gallon triangular tank that is mounted in the front driverside bulhead of cargo area

Platform will be end mount offering a 180 degree of hydraulic rotation

There is no Chassis Controller

BIDDER INFORMATION

Company Name: Altec Industries

Device Manufacturer: Altec Industries

Physical Address: 1730 Vanderbilt Rd

Billing Address (If different): _____

City: Birmingham State: AL Zip: 35234

Phone 205-458-1599

Email mason.calvert@altec.com

Authorized Agent Printed Name Mason Calvert

Title Technical Sales Representative

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.procurement.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 concerning 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 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 info@phbidding.com at least one day prior to the specification response deadline or the reverse auction date.