

CITY OF TUPELO

One (1) New Directional Drilling Unit

Lot Specification
Lot Start Date / Time Nov 22, 2022 10:00 AM US/Central
Lot End Date / Time Nov 22, 2022 10:30 AM US/Central
Lot Duration 00:30 [hh:mm]



One (1) New Directional Drilling Unit

Company	Bid Amount	Bidding Date / Time
Vermeer Midsouth	\$ 139,401.04 USD	Nov 22, 2022 10:00:21 AM US/Central

FORM A

**Submission Cover Letter
For
Un-priced Technical Proposal**

One (1) New Directional Drilling Unit and Mud System

Bid # 2022-046WL

.....
The undersigned proposes to provide **One (1) New Directional Drilling Unit, Mud System and Trailer** 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, Vermeer MidSouth, Inc. (your company name), to submit priced bids, we agree to participate in the reverse auction, which will take place on **November 22, 2022 at 10:0 AM CST**. We understand that pricing will only be accepted through the electronic reverse auction process. (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: FOREST NABORS

Title: SALES MGR

Company Name: VERMEER MIDSOUTH, INC.

Email: forest@vermeermidsouth.com

Phone: 901.634.8408

FORM B

SPECIFICATION RESPONSE FORM

One (1) New Directional Drilling Unit, Mud System and Trailer

Bid # 2022-046WL

The undersigned proposes to furnish provide One (1) New Directional Drilling Unit, Mud System and trailer which meet 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.

Minimum Specifications	ACKNOWLEDGE	
	YES	NO
<u>General Information:</u> <ul style="list-style-type: none">• Unit must be a medium range self-contained, horizontal fluid-assisted directional drilling system for trenchless installations.• Unit must produce at least 7,500 pounds of pullback and 7,500 pounds of thrust.• Rotation speed on drill stem must range from 0 to 186 rpm capable of a maximum of 1,100 ft/lbs of rotational torque.	✓	
<u>Dimensions:</u> <ul style="list-style-type: none">• Maximum transport width must not exceed 48 inches.• Minimum operating weight must be 7,380 lbs including drilling unit with 50 drill pipe, drill pipe box, anchoring system and anchors.	✓	
<u>Engine:</u> <ul style="list-style-type: none">• Must have a diesel engine capable of producing a minimum of 66 hp. (Equal or equivalent to a Deutz TD2.9 or Deutz D2011L04i) Engine must be contained in the drilling unit.	✓	
<u>Ground Drive:</u> <ul style="list-style-type: none">• Must be rubber track mounted for easy mobility on a variety of job sites.• Engine speed must be controlled with an incremental throttle control.	✓	
<u>Operator Station:</u> <ul style="list-style-type: none">• Must have integrated electric strike system control panels.• Must have lever-controlled drill pipe breakout vise system.• Must have single lever to control thrust/pullback and rotation movement.• Must have a vandal cover for operator's station.• Engine speed must be controlled from two levers – one at the operator's station, and one at the rear setup station.• Ignition switch must be at rear of unit with remote start button at operator's station.	✓	
<u>Hydraulic System:</u> <ul style="list-style-type: none">• Unit must have three (3) hydraulic pumps to perform all onboard functions.	✓	

<p><u>Electrical Strike System:</u></p> <ul style="list-style-type: none"> • Drilling unit must come equipped with an electric strike system. The strike system must be active when the key is in the on position and must indicate when an electric strike has occurred through current and voltage sensing. • Must have capability to store electric strikes in the processor to record strike history. • Must include a warning horn and strobe light on the drilling unit activated by an actual electrical strike. 	✓	
<p><u>Drilling Fluid System:</u></p> <ul style="list-style-type: none"> • Fluid flow must have a minimum of 16 gpm of drilling fluid flow variable from 0 to 16 gpm. • Maximum drilling fluid pressure should be at least 1,200 psi. • The unit must have an antifreeze tank for the onboard drilling fluid system. 	✓	
<p><u>Drilling Unit Requirements:</u></p> <ul style="list-style-type: none"> • The drill pipe breakout system must be designed with vise-type wrenches for maximum torque and high performance. The wrenches must tilt toward the operator and have an open top for full visibility of the tool joint during operation. • The drill carriage must have an assisted makeup feature that automatically matches carriage movement speed to rotation to minimize thread damage during joint makeup and breakout. • The anchoring system must consist of two (2) heavy-duty anchors. Optional asphalt bits must be available for anchoring in streets. • Drilling unit must have rear stabilizers to aid in leveling drilling unit on side slopes. 	✓	
<p><u>Drill Pipe and Pipe Loading System:</u></p> <ul style="list-style-type: none"> • Drill pipe box must be mounted on the drill frame and must hold enough pipes to have for over 300' of pipe on board. • A hydraulic drill pipe lubricator must come standard on the unit and must have a 2.0-gal thread lubricant capacity. 		✓
<p><u>Downhole Tools:</u></p> <ul style="list-style-type: none"> • Unit must be furnished with a drill head, quick connect system and bit. • Tool joints must be heat-treated. • The directional head must be capable of accepting a variety of fluid nozzles and cutting bits for varied soil conditions. 	✓	
<p><u>Mud Mixing System:</u> REMOVE THIS SECTION (Per Addendum 1)</p> <ul style="list-style-type: none"> • Must provide up to 160 gpm of water to drilling unit. • Suction time for 50 lbs must be 1 minute or less. • Suction time for 100 lbs must be 2 minutes or less. • Must be an air cooled gasoline engine (Equal or equivalent to Honda GX160) • Engine must meet EPA Tier 3 requirements • Engine must run at a maximum of 3,600 rpm and be rated at 4.8 net hp. • Must be equipped with a .95 gal fuel tank. 		
<p><u>HDD Locator:</u> (Section Added with Addendum 1)</p> <ul style="list-style-type: none"> • Unit must have depth and data range of 30/38m • Must have a low power depth of 15m and a data range of 20m. • Accuracy must be ±5% up to max depth • Length should be 15 inches with a diameter of 1.25 inches • Must be powered by rechargeable lithium-Ion batteries providing a minimum of 10 hours of power. • Must scan over 60 frequencies and allow for the use of multiple frequencies simultaneously. 	✓	

<p><u>Operator Training:</u> An operator's manual that describes proper operation and maintenance of the unit must be provided. Operator training must be provided by qualified factory trained personnel at no additional cost.</p>	✓	
<p><u>GENERAL BIDDER REQUIREMENTS</u> <u>Includes:</u></p> <ul style="list-style-type: none"> ➤ 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 ➤ 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 ➤ Delivery – The successful bidder shall deliver the equipment to Tupelo Water and Light, located at 320 North Front Street, Tupelo, Mississippi 38804. 	✓	

Delivery Lead Time: Immediate (Calendar Days)

Bid is: _____ as per specifications, taking no exceptions

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

Exceptions/Explanations: (INCLUDE IN SEPARATE ATTACHMENT IF NEEDED)

- 180' drill pipe
- 1 gallon thread lubricant
- _____
- _____
- _____
- _____
- _____
- _____

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.

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

BIDDER INFORMATION FORM

Company Name: Vermeer Midsouth, Inc

Physical Address: 1200 Vermeer Cove

Billing Address (If different): _____

City: Cordova State: TN Zip: 38018

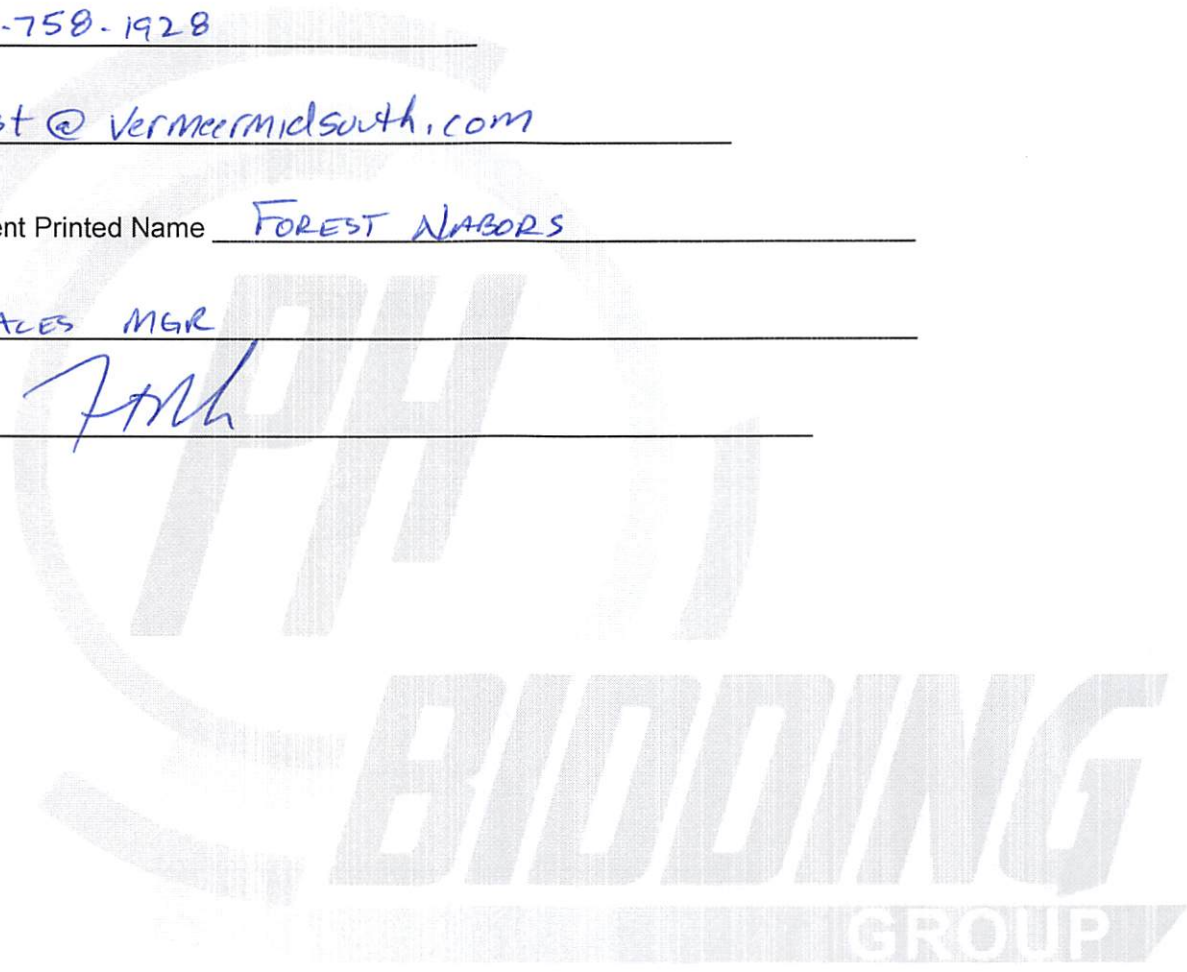
Phone 901-758-1928

Email forest@vermeermidsouth.com

Authorized Agent Printed Name FOREST NABORS

Title SALES MGR

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 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: Vermeer Midsouth, Inc

Authorized Representative (Printed Name): FOREST NABORS

Title of Authorized Representative: SALES MGR

BILLING INFORMATION:


Email Address: forest@vermeermidsouth.com

Physical Address: 1200 Vermeer Cove
Cordova TN 38018

Mailing Address (if different): _____

Office Phone: 901-758-1928

Mobile Phone: 901-634-8408

Signature: 

Date: 11/11/2022

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.