REQUEST FOR *Unpriced Technical Proposals* To provide

Removal of Prentice Boom with Grapple and Installation of Serco Boom with Heiden Grapple (or equal)

Bid # 2025-010PW

A Reverse Auction for The City of Tupelo, Mississippi



BID MANAGEMENT CONTACT:

PH Bidding Group bids@phbidding.com 662-407-0195



Publication Dates: March 11, 2025, and March 18, 2025 Un-Priced Responses Due: March 28, 2025, at 2:00 PM

Reverse Auction: April 4, 2025, at 10:00 AM

ADVERTISEMENT FOR PROPOSALS

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

Removal of Prentice Boom with Grapple and Installation of Serco Boom with Heiden Grapple (or equal) for the Public Works Department Bid # 2025-010PW

The deadline for receipt of unpriced technical proposals is **March 28, 2025**, at 2:00 **PM**, local time. Unpriced proposals, including the 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 multistep 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 2:00 PM on March 28, 2025, per the detailed bid instructions. Unpriced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the Electronic Reverse Auction process on April 4, 2025, at 10:00 AM. 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 questions related to the electronic bidding process, please call PH Bidding Group at 662-407-0195.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively ensure that, in any contract entered unto 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.

Traci Dillard Controller

Publishing Dates: March 11, 2025, and March 18, 2025

INFORMATION FOR BIDDERS

Removal of Prentice Boom with Grapple and Installation of Serco Boom with Heiden Grapple (or equal) for the Public Works Department Bid # 2025-010PW

I. General Bidder Requirements/Information

The City of Tupelo is looking to purchase Removal of Prentice Boom with Grapple and Installation of Serco Boom with Heiden Grapple (or equal). The City of Tupelo will accept unpriced proposals for pre-qualification until March 28, 2025, at 2:00 PM, local time. The unpriced 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 April 4, 2025, at 10:00 AM, local time. All unpriced 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. BID PROCESS

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 is March 28, 2025, at 2:00 PM 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 unpriced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and assigned a username and password for access to the online bidding site by PH Bidding Group. PH Bidding Group can be contacted at www.tupelomsbids.com or by calling 662-407-0195. The reverse auction will begin on **April 4, 2025**, at 10:00 **AM CST**.

III. SUBMISSION OF UNPRICED 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. The City of Tupelo is a Tax-Exempt Government Entity.

To be considered, unpriced 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 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 should be directed to Traci Dillard, Controller, at the City of Tupelo Finance Department, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841- 6456. Email: traci.dillard@tupeloms.gov

For questions concerning the technical specifications, prospective bidders may contact Kristeen Rush at the City of Tupelo Public Works Department at 662-841-6457 or Kristeen.rush@tupeloms.gov.

For questions related to the electronic bidding process, please call PH Bidding Group at 662-407-0195. 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.

V. <u>INSTRUCTIONS FOR ELECTRONIC SUBMISSIONS</u>

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

UNPRICED 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.
 - 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 bids@phbidding.com or call 662-407-0195.
- 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.marketdojo.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 the vendor would like for the City of Tupelo to consider.

VI. PROPOSAL OPENING

Proposal openings, whether electronic or traditional paper method, shall be conducted any time after they are received. From that point forward, proposals will be considered under advisement. The City of Tupelo may conduct written or oral discussions with potential bidders.

Pricing will only be accepted through the Reverse Auction process by vendors that are approved through the multi-step process. Un-priced proposal openings shall be conducted any time after they are received. From that point forward, unpriced proposals will be considered under advisement. The 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, reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to The City of Tupelo.

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. The City of Tupelo is a Tax-Exempt Government Entity.

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

VII. REVERSE AUCTION

Vendors submitting their unpriced proposals before the bid deadline and meeting the minimum specifications will be invited to participate in the Online Reverse Auction. The reverse auction will begin on **April 4, 2025, at 10:00 AM CST**. Full instructions regarding registering for the reverse auction will be included in the invitation.

The Online 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 and consider their competitors' bids and decide if additional bidding is necessary on their part.

There is no advantage for a bidder to wait until near closing time of the auction to place a bid. Any bid placed during the last 5 minutes of the bidding time window will cause an automatic 5-minute extension of time. Each additional bid after that will cause another 5-minute extension and will continue until 5 minutes have gone by without a bid. At that point, the system will shut down and the auction will end.

More information regarding the live Reverse Auction event will be provided in the invitation to participate

FORM A

Submission Cover Letter for Unpriced Technical Proposals

Removal of Prentice Boom with Grapple and Installation of Serco Boom with Heiden Grapple (or equal) for Tupelo Public Works Department

Bid # 2025-010PW

The undersigned and the subseque	proposes to provide equipment as per the specifications provided by the City of Tent proposal from the bidder named below:	upelo
participate in the	all vendor submissions, the City of Tupelo decides to invite (ソロルら、レル (your company name) to submit priced bids, we agreeverse auction, which will take place on April 4, 2025, at 10:00 AM . We under uctions regarding the reverse auction process will be emailed to all approved ver	stand
that we have read Phase Two mus	hat we have only one opportunity to submit an unpriced technical proposal. We all and understood this request for unpriced technical proposals and understand to be completed before the items are awarded. We understand that any micuments required by the BID may be cause for rejection of the proposal.	d that
the City of Tupelo	that the City of Tupelo has the sole discretion and authority to determine whether dity meets the specifications issued and if it will meet the requirements and need to be understand that the City of Tupelo may or may not invite our participating AUCTION – Priced Bids) of this procurement.	eds of
If we are invited b of this procureme	by the City of Tupelo to participate in Phase Two (REVERSE AUCTION – Priced ent, the invitation should be directed to:	d Bids)
Printed Name	JOHN NEIL TURNAGE	_
Title SA	165	_
Company Name	WREN BODY WORKS	_
Email 5/1	@ WREN BODY WORKS, Com	_
Phone <u>662</u> -	- 266-2028	-

Removal of Prentice Boom with Grapple and Installation of Serco Boom with Heiden Grapple (or equal) for Tupelo Public Works Department Bid # 2025-010PW

Intent:

This specification describes the Removal of Prentice Boom with Grapple and Installation of Serco Boom with Heiden Grapple (or equal) to be used in a Public Works setting. It is not the intent of this specification to "write out" any vendor.

General Terms:

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the trade design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. All units shall be fully assembled and ready to operate or use.

Guarantee:

All units shall be covered by the manufacturer's standard warranty. Other warranty conditions may apply.

Specification Response:

Bidders shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied.

Bid Quotation:

Bidders shall complete every space in the specification bidder's proposal column with check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and the detailed description of the deviation from the specification to be supplied.

Delivery:

Delivery shall be FOB to the Purchasing Entity.

Quantity:

Quantity determined by unit. Quantities may vary. The Purchasing Entity reserves the right to alter quantities and purchase more or less of any one item or all items.

Unit and Model Equivalent:

Where model numbers are used, they are used for the sole purpose of illustrating the design and functionality of the unit. In no way is a model name or manufacturer used or meant to indicate a preference for one manufacturer over another.

Questions:

Vendors who have questions or comments regarding this specification may direct them Kristeen Rush via email at kristeen.rush@tupeloms.gov.

SPECIFICATIONS

1. Introduction:

This bid specification and package outline the requirements for the removal of an existing Prentice boom with a grapple and the installation of a new Serco boom with a Heiden grapple (or equal) on a 2016 International Workstar 7400 truck, including the addition of specified upgrades.

2. Scope of Work:

A. Removal:

- **Dismantling:** Disassemble and safely remove the existing Prentice boom and grapple from the truck. Ensure all hydraulic lines, electrical connections, and mounting hardware are removed without damage to the truck or remaining components.
- Disposal: Proper disposal or return of the removed components as specified by the owner.

B. Installation:

- Mounting Preparation: Prepare the chassis for the new Serco boom installation, ensuring compatibility and alignment.
- Installation of Serco Boom (or equal):
 - Securely mount the Serco boom to the truck frame.
 - o Connect hydraulic lines for operation, ensuring no leaks and full functionality.
 - o Electrical wiring for controls if applicable.

Installation of Heiden Grapple (or equal):

 Attach the Heiden grapple to the Serco boom, ensuring all mechanical and hydraulic connections are secure.

C. Additional Upgrades:

- LED Worklights: Install 3x LED worklights:
 - o One on the operator's station.
 - Two on the outer boom.
- Mounting Kit: Provide and install the necessary mounting kit for the LED worklights.
- Cold Weather Package: Include:
 - Seat heating.
 - o Joystick heating to ensure operator comfort in cold conditions.
- **Hydraulic Oil Cooler:** Fit a hydraulic oil cooler in the return line with protective housing to manage hydraulic oil temperature.

D. Testing and Certification:

- Operational Test: Comprehensive testing of the boom, grapple, and all new installations for functionality.
- Safety Check: Compliance with safety standards, including load testing if required.
- Certification: Documentation ensuring the installation meets or exceeds standards.

3. Specifications:

- Truck: 2016 International Workstar 7400.
- Serco Boom and Heiden Grapple (or equal): Must match or exceed current capabilities; specifics to be confirmed by the bidder.

Additional Components:

- LED Worklights: Must be durable, weather-resistant, and provide adequate illumination for operational safety.
- o Hydraulic Oil Cooler: Must effectively manage oil temperature under operational load.

4. Bidder Qualifications:

- Experience in heavy equipment installation/modification, especially with truck-mounted systems.
- Certified welders and mechanics.
- References for similar projects.

5. Submission Requirements:

- Bid Proposal: Detailed methodology including the integration of new components.
- Pricing: Itemized costs for all listed components and services.
- Warranty: Warranty on all new installations for at least one year.
- Insurance: Liability insurance proof.
- Schedule: Proposed timeline.

6. Evaluation Criteria:

Cost, experience, compliance, proposal quality, and project execution speed.

7. Additional Information:

- Site Visit: Recommended for accurate bidding.
- Contact: For questions concerning the technical specifications, prospective bidders may contact Jason Bridges at the Tupelo Public Works Department. The phone number is 662-841-6456 and the email is jason.bridges@tupeloms.gov.

FORM B

SPECIFICATION RESPONSE FORM

Removal of Prentice Boom with Grapple and Installation of Serco Boom with Heiden Grapple (or equal) for Tupelo Public Works Department

Bid # 2025-010PW

The undersigned proposes to furnish Removal of Prentice Boom with Grapple and Installation of Serco Boom with Heiden Grapple (or equal) for the City of Tupelo - Public Works Department, 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 response, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

Explain in detail the methodology including the integration of new components in the space below:
Renove Cotanias PRENTICE ROOM AND LOSTER NEW SERIE SEON LOSTER
22 Boon Vith 4 EXTENSION, NEW PUMP + PTD. NEW 70 GALLIN HYD RESERVOR
Transh to Instan New Heiden TEXHC30-78/48 TRASTO GRAPPIE.
Give Detailed Warranty information on components and labor in the space below. Attach Warranty Statement with bid response:
ONE YEAR VARRANTY ON LOADER
Provide References for similar installations below or on separate pages:
THEW RIBULL WORKS, LROWS FRUK GIFFER, TAG TIGGERO,
EQUIPMENT REPLACEMENT INFORMATION
Boom Manufacturer: SERCO
Proposed Timeline for Replacement: <u>OCTOBER</u> 2025

BIDDER INFORMATION

Company WREN BODY WORKS, LLC
Physical Address 32722 Hw7 45 N
Billing Address 37777 Huy 45 N
City <u>0 KULONA</u> State <u>M5</u> zip <u>38860</u>
Phone 662-256-2028 Email SNTO WREN BODY VORKS. COM
Authorized Agent Name Sohw NEIL JURNAFE
Title SALBS
Signature

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 least one day prior to the specification response deadline or the reverse auction date.



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://www.phbidding.marketdojo.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 662.407.0195 bids@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 bids@phbidding.com or call us direct at 662.407.0195.

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://www.phbidding.marketdojo.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.

law, I am the authorized signatory for the	e following organization, company, group or individual:
Organization, Company, or Individual rep	presented: WALN BODY VORKS, LLC
Authorized Representative (Printed Nam	ne): Soby NEIL TURNAGE
Title of Authorized Representative:	SACES
BILLING INFORMATION:	
Email Address:	JUTG WRENBORY VORIES, Com
Physical Address:	32722 HUY 45N
	OKOLONA, MS 38860
Mailing Address (if different):	
Office Phone:	662-256-2028 662-678-3540
Mobile Phone:	662-678-3540
Signature:	
Date: $\frac{3}{27/2.5}$	
	ted Bid Response Package to PH Bidding Group before the vendor
response deadline outlined in the bid adv	vertisement or bid documents. You may scan and submit this

Acceptance - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of

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 662-407-0195 or bids@phbidding.com at least one day prior to the specification response deadline or the reverse auction date.

agreement with your bid response to the applicable bid management site or you may email the completed, signed pages to bids@phbidding.com. For questions regarding this agreement or the bid item(s), you may

contact PH Bidding at 662-407-0195.

WARRANTY Two Harbors Machine Shop, Inc.



WARRANTY COVERAGE

Two Harbors Machine Shop, Inc, warrants to the Distributor and/or original Buyer that:

- (i) All parts (except for hydraulic hoses, hydraulic fittings, and electrical wires) are covered by this warranty which proves to be defective in material or workmanship and must have been used, maintained, and serviced as intended, in compliance with /as directed in all applicable guidelines and instructions as set forth in the product manual. This warranty applies for a period of twelve (12) months or 2000 hours, from the in-service date, provided the first day of service is not later than six (6) months from the date of invoice.
- (ii) The structural components of each new SERCO knuckleboom loader will be free from defects in material and workmanship under proper use, maintenance, and service for a period of 6000 hours of use or three (3) years from the in-service date, provided the first day of service is not later than six (6) months from the date of invoice.
- (iii) All new SERCO attachments and grapples it manufactures (except for hydraulic hoses, hydraulic fittings, and electrical wires) will be free from defects in material and workmanship under proper use, maintenance, and service for a period of one (1) year and unlimited hours from the first day in service provided the first day of service is not later than six (6) months from the date of invoice.
- (iv) The warranty includes the labor performed by Two Harbors Machine Shop or Two Harbors Machine Shop's Distributor. Proof of defect must be submitted within fourteen (14) business days from the date of failure or defect discovery and any claim must be submitted within thirty (30) days (labor and material itemized) from the date of submission of proof of failure/defect.
- (v) In the event of any failure caused by a defect in material or in factory workmanship covered by this warranty, the Distributor and/or original Buyer will: (1) notify Two Harbors Machine Shop, Inc. of the problem without delay; (2) stop using or operating the product, unless authorized in writing by Two Harbors Machine Shop, Inc.; and (3) follow guidelines related to the amount of hours and parts allowed for the claim received from Two Harbors Machine Shop service correspondence (written confirmation only).
- (vi) All warranty service shall be performed at the point of purchase of the product either by Two Harbors Machine Shop, or by a Distributor using parts provided by Two Harbors Machine Shop, Inc.
- (vii) All parts replaced under the warranty shall remain the property of Two Harbors Machine Shop, Inc.

WARRANTY EXCLUSIONS

EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, TWO HARBORS MACHINE SHOP, INC. HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT MAY ARISE FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE TRADE. TWO HARBORS MACHINE SHOP, INC. DOES NOT EXTEND THE FOREGOING WARRANTY, AND BUYER MAY NOT TRANSFER IT, TO THIRD PARTIES. THE REMEDIES SET FORTH IN THIS SECTION 2 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY.

Any product alleged to be defective must be returned to Two Harbors Machine through an authorized Distributor with transportation charges prepaid for inspection by Two Harbors Machine to confirm the alleged warranty claim.

Two Harbors Machine warranty does not cover:

- 1. Normal maintenance and wear items to including but not limited to hydraulic hoses, hydraulic fittings, electrical wires, filters, oil, seals, bushings, etc.
- 2. Damage caused by abuse, neglect, overloading, inadequate maintenance, improper operation or use, or unauthorized alterations.
- 3. Damage or deterioration due to normal use, wear, tear, exposure or corrosion.
- 4. Freight charges, the cost of other non-defective parts which must be replaced in order to fix the defect (for example: hydraulic hoses, hydraulic fittings, electrical wires, filters, oil, seals, bushings, etc.), costs for a service technician to travel to the equipment location.
- 5. Components not manufactured by Two Harbors Machine Shop, Inc., The warranty of the respective manufacturers of these components shall apply and may differ from that of the SERCO product.
- 6. This warranty does not cover production losses or operating losses due to the time required to repair or replace the defective equipment or part.
- 7. Two Harbors Machine Shop reimburses, "in-house" charges only up to one hundred (\$100) per hour. They do not cover travel time, mileage, transportation or other charges, cost of installation, or any liability for direct, indirect, or consequential damages or delays resulting from the defect.

Liability or obligation on the part of Two Harbors Machine Shop, Inc., for losses, damages, or expenses of any kind arising from the design, manufacture or sale of the product covered by this warranty is limited to an amount not exceeding the cost of correcting the defect and at the end of the warranty period all liability shall terminate.

TWO HARBORS MACHINE SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES FOR LOSS OF USE OF THE SERCO PRODUCT, LOSS OR DAMAGE TO PROPERTY OTHER THAN THE SERCO PRODUCT, LOSS OF PROFITS OR OTHER COMMERCIAL LOSS, OR SPECIAL OR CONSEQUENTIAL DAMAGES (EXCEPT LIABILITY FOR CONSEQUENTIAL DAMAGES WHICH BY LAW MAY NOT BE DISCLAIMED).

Wren Body Works, LLC

32722 Hwy 45 North Okolona, MS 38860 662-256-2028

Work Order

Date 3/27/2025

Name / Address	Ship To	
Tupelo Public Works 604 Crossover Tupelo, MS 38802	Tupelo Public Works 604 Crossover Tupelo, MS 38802	

Qty	Item	Description			
1 JQB		RE: PW40 International Chassis Allison 3500 RDS SN: 6511318283 Remove customers Prentice 124 loader and install new Serco 8500 (22'+4') Loader Includes - Loader: Serco 8500 (22+4) Grapple: Heiden HC30-TGX78/48 Trash Grapple 78" Open 48" Wide w/ rotator New PTO New Hydraulic pump New 70 gallon hydraulic reservoir oil, hoses, wiring ** Unit will run at 1550 RPM to prevent damage to hydraulic system when truck goes into regen. 2 hydraulic circuits at 30GPM 26' 6" horizontal reach via single telescope, 8,976lbs. lift capacity at 10' radius (less weight of attachement). Net slewing torque: 20,000 ft-lbs. Right side mounted operator station with two joysticks, Extension section controlled by foot pedal control Slewing controlled via swing pedal Fold down joysticks, Control valve mounted on operators station Seat adjustable in distance forward/back Independently controlled telescopic stabilizers Stabilization fully hydraulic (2-sections) controlled from topseat Double circuit Control valve Operating pressure: 2,500-psi Continuous rotation Dual ladders Crane primed and painted (Boom painted black, cylinders painted Orange) 3x LED worklights, 1 on the operators station and 2 on the outer boom			

Signature

Wren Body Works, LLC

32722 Hwy 45 North Okolona, MS 38860 662-256-2028

Work Order

Date 3/27/2025

Name /	Address	lress Ship To			
Tupelo Pul 604 Crosso Tupelo, M	over		Tupelo Public Works 604 Crossover Tupelo, MS 38802		
			P.O. No.	FOB	Project
	T				
Qty	Item		Descript	ion	
		Mounting kit Cold weather package (see Hydraulic oil cooler fitted)	eat heating and joystick heating d in return line with protective	g) housing	

Signature