

REQUEST FOR PROPOSALS

Un-Priced Technical Proposals

To provide

COMPACT EXCAVATOR

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

BID # 2021-037PW



Publication Dates: November 9, 2021 & November 16, 2021

Un-Priced Responses Due: December 2, 2021 at 2:00 PM

Reverse Auction: December 9, 2021 at 10:00 AM

ADVERTISEMENT FOR PROPOSALS

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

COMPACT EXCAVATOR Bid # 2021-037PW

Deadline for receipt of un-priced technical proposals is **December 2, 2021 at 2:00 PM**, local time. Un-Priced proposals, including Specification Response Form and all other documents shall be submitted electronically at www.tupelomsbids.com.

Pursuant to MS Code 31-7-13 and House Bill 1109, this commodity will be procured through a multi-step procurement process, including a Reverse Auction. In Phase One, 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 December 2, 2021** 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 December 9, 2021 at 10:00 AM**. Approved vendors will be given detailed instructions regarding the reverse auction. The City of Tupelo reserves the right to extend the auction date if necessary, to complete the pre-qualification process. For any questions relating to the electronic submittal or reverse auction process, please call PH Bidding Group at 662-407-0193 or email at cory@phbidding.com.

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.

Traci Dillard
Purchasing Agent

Publishing Dates: November 9, 2021 & November 16, 2021

General Bidder Requirements/Information

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. Add consideration shall be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. 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 Council of 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).

I. SUBMISSION OF UN-PRICED TECHNICAL PROPOSALS

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

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

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

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

II. 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 Traci Dillard, Purchasing Agent, at the City of Tupelo Purchasing 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 Jason Rush at the Tupelo Public Works Department. The phone number is 662-841-6457 and the email is jason.rush@tupeloms.gov.

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

No oral explanations by any member of the city 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.

III. **OPENING**

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, un-priced 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.

IV. **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 **December 2, 2021 at 2:00 PM**.
- **Phase Two** is the Reverse Auction Event in which bidders will provide priced bids for the items requested, based upon their approved technical proposal. If your un-priced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and given detailed instructions by PH Bidding Group. PH Bidding Group can be contacted at 662-407-0193 or via email at cory@phbidding.com
- The reverse auction will begin on **December 9, 2021 at 10:00 AM CST**. The reverse auction will be set for a 30-minute time slot. Any bids submitted within the last 3 minutes of the bid will extend the bid time by an additional 3 minutes to prevent bid sniping. Each additional bid after that will cause another 3-minute extension and will continue until 3 minutes have gone by without a bid. At that point, the auction will end.
- **Reverse Auction** is an auction event in which bidders submit pricing in a decreasing manner. All bidders will be able to see their ranking in the bid process and will have the opportunity to lower their bid as often as possible if they see fit. They will not be able to see other vendors or vendor pricing during the process, only their ranking in the bid process.

FORM A

*Submission Cover Letter
for
Un-priced Technical Proposals*

**COMPACT EXCAVATOR
Bid # 2021-037PW**

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

If, after reviewing all vendor submissions, the City of Tupelo decides to invite _____ (your company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on **December 9, 2021 at 10:00 AM**. We understand that detailed instructions regarding the reverse auction process will be emailed to all approved vendors.

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

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

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

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

Printed Name _____

Title _____

Company Name _____

Email _____

Phone _____

**CITY OF TUPELO
COMPACT EXCAVATOR
Bid # 2021-037PW**

General Information

INTENT:

This specification describes a Compact Excavator to be used in a county 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 in 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 standard warranty. Other warranty conditions may apply.

SPECIFICATION RESPONSE:

Bidders shall complete every space in the specification response form 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 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.

DELIVERY:

Delivery shall be FOB to the Purchasing Entity.

QUANTITY:

Quantity determined by unit. Quantities may vary. The Purchasing Entity reserve 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 to Cory Dewett via email at cory@phbidding.com.

BID PROCESS:

This bid event is being conducted by reverse auction, which is a bid process during which vendors compete for the City of Tupelo's business in real time. A timer is set for an initial period of 30 minutes, during which vendors may place bids and receive feedback in the form of a rank (rank will be displayed in brackets adjacent to the vendor's input pricing per line item, as well as a total rank for the group of items together. In our format, a second-place rank would appear as such: [2]. Vendors may reduce their price as many times as they choose to do so. Within the final three minutes of the bid timer, any bid placed shall trigger an extension of an additional three minutes.

Vendors may contact Cory Dewett with PH Bidding Group at 662-407-0193 or cory@phbidding.com for any questions regarding the website, response submission or Reverse Auction process. Vendors who do not contact PH Bidding for training will be assumed to be familiar with the website and/or bidding process.

PRICING:

Pricing will only be accepted during the reverse auction process from vendors that were approved to participate in the reverse auction after review of the specification response forms. No pricing will be accepted outside of the reverse auction process.

COMPLETING THIS FORM & UN-PRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:

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

- A. Scan in all required documentation as a pdf file.
- B. On the left side of the webpage, click on "Public bids".
- C. Click on the appropriate bid that you will be participating in.
- D. Click on the "Submit Bid" tab.
 - a. Fill in or check your contact information and required boxed.
 - b. Drag and drop your pdf file into the box as outlined or click inside the box to find your file.
 - c. Click the box agreeing to the Terms and Conditions
 - d. Click "Submit" when you are ready to submit your file.
- E. Once submitted and the solicitation period has ended, the City of Tupelo will review all solicitations, and all approved bidders will be able to take part in the reverse auction process once it begins.
- F. The bid submission can be redacted at any time prior to the bid opening time.
- G. The responses will be reviewed, and vendors meeting the minimum specifications will be sent detailed instructions for participation in the reverse auction, which will be held on December 9, 2021, at 10:00 am CST

The following items should be included with the submission:

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

Any questions regarding the website usage, bid documents, or the bidding process should be directed to:

PH Bidding Group

Phone: 662-407-0193

Email: cory@phbidding.com

SPECIFICATION RESPONSE FORM

COMPACT EXCAVATOR

The undersigned proposes to furnish a NEW COMPACT EXCAVATOR, 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 items offered do meet the specifications contained in this Invitation to Bid.

Please check '✓' each line item – confirming specifications will be as listed. Any variance to the specifications should be noted in the blank provided.

SPECIFICATIONS Please acknowledge in the boxes to the right where required. Quantities are indicated where applicable.	Acknowledge		Variance
	Yes	No	
ENGINE & ENGINE COMPARTMENT			
Liquid cooled 4-cylinder diesel turbo charged with direct injection.			
Rated Net Power shall be no less than 56 hp. <i>(List engine hp in box to the right)</i>			
Engine shall be certified to EPA Final Tier 4/EU Stage IV			
List Engine Displacement in box to the right			
Engine shall have auto-idle mode to reduce engine speed when hydraulics are not in use to reduce fuel consumption and noise.			
Engine Oil interval shall have a scheduled 500-hour interval for reduced operating costs			
Fuel filter shall have a water separator			
Off-level capacity shall be no less than 35 degrees			
Engine should have a cold start aid such as glow plugs			
The engine oil and fuel filters shall be remotely mounted for ease of access			
Engine coolant shall protect the machine to temperature of - 34° F (-37 C°)			
The radiator and oil cooler shall be protected with a trash screen to protect against debris entering coolers			
POWER TRAIN & CHASSIS			
Rated Net Power shall be no less than 56 hp. <i>(List engine hp in box to the right)</i>			
Two-speed propel shall be standard with auto-shifting when travel motors encounter heavier load. A switch shall be provided to allow selection of either high or low speed propel			
In low travel speed, the machine shall reach at minimum 1.6 mph and 2.7 mph in high speed.			

SPECIFICATIONS Please acknowledge in the boxes to the right where required. Quantities are indicated where applicable.	Acknowledge		Variance
	Yes	No	
POWER TRAIN AND CHASSIS (continued)			
The hydraulic pilot levers shall have short stroke and low effort to reduce fatigue			
The swing brake shall be wet disk, or equivalent, spring applied and hydraulically released.			
The propel brake shall be spring applied and hydraulically released			
HYDRAULIC SYSTEM			
The hydraulic system shall be open center, load sensing			
The main pumps shall be 3 variable-displacement axial-piston pumps with flow of 2x19+15 gpm			
Boom and arm shall have reduced drift valves for greater stability and positioning			
SWING SYSTEM			
Axial piston motor, automatic brake			
Minimum swing speed 9RPM (In the box to the right, state the swing speed of offered unit)			
List Swing Torque in box to the right			
The swing boom shall move no less than 60° to the left and right			
STEERING SYSTEM			
Each track to be independently driven by a hydraulic axial piston motor			
Min Turning radius of 20'			
Max Turning radius 26'			
In the box to the right, state the turning radius of your offered unit:			
ELECTRICAL SYSTEM			
24 Volt and Alternator Min 50 Amps			
2 work lights shall be provided, with one mounted on the frame and one on the boom			
The fuse box shall be in the cab, protected from the elements & shall be opened without tools			
A safety cover shall cover the positive terminal of the battery(s)			
UNDERCARRIAGE			
Front mounted angle blade			
Rear mounted outriggers			

SPECIFICATIONS Please acknowledge in the boxes to the right where required. Quantities are indicated where applicable.	Acknowledge		Variance
	Yes	No	
ENCLOSED CAB			
Enclosed Cab with HVAC			
Auto climate control, HVAC and pressurizer			
ROPS/TOPS			
Adjustable joystick controls			
Keyless Start			
LED work lights- 2 front facing cab mounted, 1 under boom			
Cab swing may be conventional, compact, or zero turn radius			
Mirrors- Left and Right side			
Front Windshield wipers			
Rearview Camera with In-Cab Display – Min 720P			
Pilot Controls			
Foot Travel Pedals			
Horn			
Suspension Seat, vinyl or deluxe cloth covered			
12 Volt Fan			
Lockable Fuel Caps			
Door Locks			
Interior Lights			
Fuel Gauge			
Coolant Temp Gauge			
Hour Meter Gauge			
Engine Oil Gauge			
Hydraulic Temp Gauge			
AM/FM Radio			
Cell phone power outlet: 12v, 60 watt, 5 amp			
DIGGING FORCE			
Min Stick Digging Force: 6900 Lbs <i>(In the box to the right, state the Stick Digging Force of offered unit)</i>			
Min Bucket Digging Force: 10,475 Lbs <i>(State the Bucket Digging Force of offered unit)</i>			
Min Dig Depth: 12' 0" <i>(In the box to the right, state the Dig Depth of your offered unit)</i>			
Min Reach at Ground Level: 19' 6" <i>(State the Reach at Ground Level of your offered unit)</i>			

SPECIFICATIONS Please acknowledge in the boxes to the right where required. Quantities are indicated where applicable.	Acknowledge		Variance
	Yes	No	
BUCKET/ATTACHMENT INFORMATION			
Unit must be capable of accepting a wide variety of auxiliary attachments: Specifically, hydraulic thumb, hammer, angling ditching bucket			
Unit shall arrive completed with all lines, connectors, and cab controls to operate hydraulic thumb, hammer, angling ditching bucket			
24" Digging bucket to be included			
Hydraulic Thumb attached			
48": wide angling ditching bucket to be included			
Rubber track system			
Quick couplers			
In the box to the right, state the angled ditching bucket capacity of your offered bucket:			
Blade angles minimum 25 degrees left and right			
In the box to the right, state the blade angling capability of your offered bucket:			
Min Blade Lift Height 16 Inches			
In the box to the right, state the blade lift height of your offered bucket:			
Min Blade Width 78 Inches			
In the box to the right, state the blade width of your offered bucket:			
Bolt on cutting edges on all attachments with blades			
Pin Disconnect (Hydraulic Disconnect not allowed)			
OPERATING WEIGHT			
Max 20,000 Pounds			
In the box to the right, state the operating weight of your offered unit:			

SPECIFICATIONS Please acknowledge in the boxes to the right where required. Quantities are indicated where applicable.	Acknowledge		Variance
	Yes	No	
MAINTENANCE INFORMATION			
Does your unit utilize a DPF (Diesel Particulate Filter)?			
If so, in the box to the right, state the service interval of the DPF:			
If so, in the box to the right, state the guaranteed total cost of service for the DPF:			
In the box to the right, indicate the mileage from City of Tupelo Public Works department to your service center:			
In the box to the right, state the cost of towing per incident from the City of Tupelo Public Works department to your service location, including hook-up fees and any other incidental charges:			
In the box to the right, state the hourly shop rate for service and repairs:			
In the box to the right, state the hourly rate for on-site service and repairs:			
Does your company offer on-site routine service?			
Does your company offer on-site repair services for incidents under warranty?			
Vendor should have a Parts Counter within 25 miles of the City of Tupelo			
WARRANTY			
In the box to the right, state the standard warranty of your offered unit:			
PAINT			
Paint shall be applied with the highest industry standards. Color shall be manufacturer's typical color for this specific equipment piece.			
DELIVERY			
Unit shall be transported FOB to Buyer with vendor assuming all liabilities for said transfer.			
List the approximate Lead time of unit in the box to the right:	Lead Time:		
WARRANTY AND SERVICE REQUIREMENTS			
Response time for warranty claims shall be closely monitored by the City of Tupelo. Units with warranty issues shall be diagnosed within 48 hours of arrival at the dealership. Parts for warranty repairs, if not in dealer stock, shall be ordered within 24 hours of diagnoses. Dealer shall communicate with Public Works department as to the expected return date of unit.			

UNIT INFORMATION	
In the box to the right, state the Equipment Manufacturer and Model# of your offered unit	
In the box to the right, state the Engine Make and Model# of your offered unit	
Notes: In the open space below, please indicate any exceptions or deviations from the Specification Response Form. Please include the section to which you are referring:	

Alternate 24ft Gooseneck Trailer (Not required to bid on alternate trailer)			
	ACKNOWLEDGE		VARIANCE
Item	YES	NO	
24' Gooseneck Trailer for hauling Compact Excavator			
Tandem Dual Axle			
Dual Loading Gear			
Minimum G.V.W.R. of 25,000 lbs (List G.V.W.R. in box to the right)	G.V.W.R.:		
LIGHTS: L.E.D. D.O.T. Stop, Tail, Turn & Clearance			
SAFETY CHAINS: 3/8" Grd. 70 w/Safety Latch Hook (2 each)			
SIDE RAILS: 8" Channel w/Rub Rail, Stake Pockets on 24" Centers, and Chain Spools			
In the Box to the right, List the trailer manufacturer	Manufacturer:		
In the box to the right, list the approximate lead time for delivery of trailer	Trailer Lead Time:		
In the space below, list any additional features of offered trailer that you would like to highlight:			

Specification Response Form Complete Document Checklist and Bid Requirement Acknowledgment <i>Please include all below documents in order for your Specification Response Form to be considered:</i>			
	ACKNOWLEDGE		VARIANCE
Item	YES	NO	
Equipment Brochure(s) Included:			
Written Warranty Information/Service Information Included:			
PH Bidding Supplier Agreement Included. Checking this box acknowledges that you understand your responsibilities under the PH Bidding Supplier Agreement.			
If your product meets specifications and you are approved to participate in the reverse auction, you will be given full details regarding participation in the reverse auction.			

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

BIDDER INFORMATION

Company _____ Title _____

Physical Address _____

Billing Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Website _____

Authorized Agent Name _____

Title _____

Signature _____



Reverse Auction Event Platform 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 15.

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

Instructions for completing this document can be found after the signatory page, located on Page 8. 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. 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.

8 – 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.

9 – 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 information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.

10 – Supplier agrees that he has no right to transfer this one-time use license.

11 – 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's reverse auction software.

12 – 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.

13 – 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.

14 – 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.

15 – 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 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.

16 – 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.

17 – 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.

18 – 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.

19 – 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 perjury, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company or Individual represented: _____

Authorized Representative (Printed Name): _____

Signature: _____

Title of Authorized Representative: _____

Billing Information:

Email Address: _____

Physical Address: _____

Mailing Address (if different) _____

Office Phone: _____

Mobile Phone: _____

Date: _____

Return this Agreement, with all pages initialed in the space provided at the bottom right corner along 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 and initialed pages to cory@phbidding.com. For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662.407.0193.