

REQUEST FOR PROPOSALS

\*Unpriced Technical Proposals\*  
to provide

# Two (2) New Landscape Dump Trucks BID # 2024-001PW

A Reverse Auction Event For  
The City of Tupelo, Mississippi



**CITY CONTACT:**

Traci Dillard

Controller for the City of Tupelo

Phone: 662-841-6513

Email: [traci.dillard@tupeloms.gov](mailto:traci.dillard@tupeloms.gov)

**BID MANAGEMENT CONTACT:**

PH Bidding Group

Cory Dewett

[cory@phbidding.com](mailto:cory@phbidding.com)

662-407-0193

**Publication Dates:** January 25, 2024 and February 1, 2024

**Unpriced Responses Due:** February 15, 2024, at 2:00 PM

**Reverse Auction:** February 22, 2024, at 10:00 AM

**PH BIDDING GROUP**

Tupelo, MS | Hattiesburg, MS | Gulfport, MS

[www.phbidding.com](http://www.phbidding.com) | 662-407-0193 | [cory@phbidding.com](mailto:cory@phbidding.com)

## **ADVERTISEMENT FOR PROPOSALS**

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

### **Two (2) New Landscape Dump Trucks Bid# 2024-001PW**

Deadline for receipt of Unpriced technical proposals is **February 15, 2024, at 2:00 PM**, local time. Unpriced proposals, including Specification Response Form and all other documents shall be submitted electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com).

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

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website [www.tupelomsbids.com](http://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 CST on February 15, 2024**, 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 February 22, 2024, at 10:00 AM CST**. Approved vendors will be given detailed instructions regarding the reverse auction. The City of Tupelo reserves the right to extend the auction date if necessary, to complete the pre-qualification process. For any questions relating to the electronic submittal or reverse auction process, please call PH Bidding Group at 662-407-0193.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively ensure that, in any contract entered into under 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: January 17, 2024 and January 24, 2024**

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# **INFORMATION FOR BIDDERS**

## **I. SCOPE**

The City of Tupelo is looking to purchase **Two (2) New Landscape Dump Trucks** for use in the Public Works Department.

**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. The deadline for receipt of technical proposals is **February 15, 2024, at 2:00 PM.**
- **Phase Two** is the Reverse Auction Event in which bidders will provide priced bids for the items requested, based on their approved technical proposal. If your unpriced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and given detailed instructions by PH Bidding Group. The reverse auction will begin on **February 22, 2024, at 10:00 AM CST.** PH Bidding Group can be contacted at 662-407-0193 or via email at [cory@phbidding.com](mailto:cory@phbidding.com)

## **GENERAL 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. 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. Manufacturer's part or item numbers may be shown only to describe the item and to determine the level of acceptable quality. Other manufacturers' "equal" items may be bid. The acceptance of "equal" items lies with the City of Tupelo whose decision shall be final. All items shall be delivered FOB to the location specified on the purchase request in Tupelo, Mississippi.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. Delivery will be a consideration in the awarding of this bid.
6. The burden of proof of specifications is the responsibility of the bidder.
7. The City of Tupelo will reject any and all bids that include an escalation charge or clause (including fuel surcharges).

## **II. SUBMISSION OF UNPRICED TECHNICAL PROPOSALS**

There are several documents to submit 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.***

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### III. **INSTRUCTIONS FOR ELECTRONIC SUBMISSIONS**

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](http://www.tupelomsbids.com).

#### **UNPRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:**

Log-in at [www.tupelomsbids.com](http://www.tupelomsbids.com) and perform the following steps:

- A. Scan in all required documentation as a PDF file.
- B. On the left side of the webpage, click on “Public bids”.
- C. Click on the appropriate bid that you will be participating in.
- D. Click on the “Submit Bid” tab.
  1. Fill in your profile information (or check for accuracy if auto-populated).
  2. Under the “FDF Attachments section” Drag and drop your pdf file into the box as outlined or click on the “click here” link inside the submission box to find your file.
  3. Under the “Review and Verify” section, click the box agreeing to the terms and conditions.
  4. Click “Submit” when you are ready to submit your file.
  5. You will receive confirmation when your response has been submitted. If you do not receive a response, your submission has not been received. If you have questions about whether the response was received, you can contact [cory@phbidding.com](mailto:cory@phbidding.com) or call 662-407-0193.
- E. One submitted and the solicitation period has ended, The City of Tupelo will review all solicitations, and all approved bidders will be able to take part in the reverse auction process once it begins.
- 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.

### IV. **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. Unpriced 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.

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.

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**V. 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 **February 22, 2024, 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 PH Bidding Reverse Auctions, all bidders will be able to see their ranking in the bid process and will have the opportunity to lower their bid as often as possible if they see fit.

Note: The reverse auction will take place at <https://phbidding.procureport.com>. Separate registration for usage to the reverse auction site is required. If you are approved to participate in the reverse auction, detailed instructions will be sent to you.

The reverse auction will be set for an initial 30-minute time slot. Bidders can begin entering their bid price and delivery time once the bid has started. Vendors will not be able to see other vendors' pricing. Each vendor will be able to see their bid ranking once their bid is entered. If you are the lowest bidder when your bid is entered, you will see a (1) beside your bid. If you have the second lowest bid, you will see a (2) beside your bid, (3) for third, etc. If you enter your bid and are ranked 1st, you will need to continue watching to ensure that no bids have been entered that are lower than your bid amount. If a bid is entered that is lower than your bid, you will have an opportunity to enter a lower bid amount. There is an anti-sniping feature as part of this bid. Any bids submitted within the last 3 minutes of the bid will extend the bid time by an additional 3-minute extension and will continue until 3 minutes have gone by without a bid. At that point, the auction will end.

There is no benefit to waiting until the last minute to enter your bid during the reverse auction. You will not be able to see other bids during the auction, only your bid ranking. If you are in first place in bidding and your bid changes to (2), (3), etc., that means that someone has entered a bid that is lower than your bid. At that time, you can change your bid price if you would like.

\*\*PH Bidding Group makes no recommendations on choosing the awarded vendor.

**VI. QUESTIONS**

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

**General questions regarding this request and questions concerning the technical specifications or 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](mailto:cory@planhouseprinting.com).**

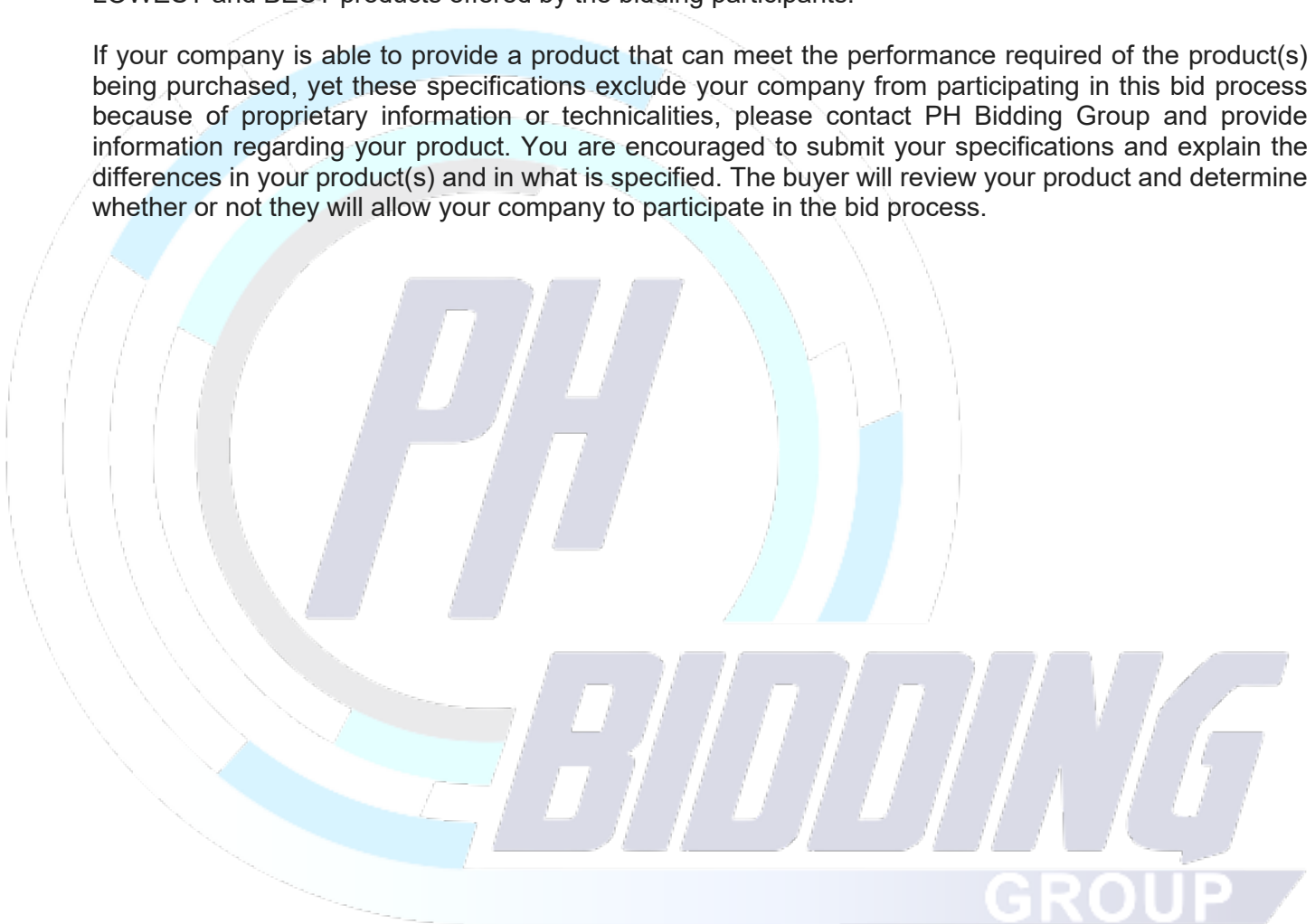
No oral explanations by any member of the City of Tupelo nor City of Public Works Department staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

## VII. **SPECIFICATION CLARIFICATION**

It is the intent of the specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. In no way are these specifications intended to exclude vendors that can meet or exceed the intended purposes.

Unless specifically stated; brand names, models, and part numbers used in this request are used for the sole purpose of setting a desired standard and are not intended to limit or restrict any vendor from offering an equivalent component that the vendor feels best meets the needs of the buyer. It is the responsibility of the prospective bidder to review the entire Bid packet and to notify the buyer if the Specifications are formulated in a manner that would unnecessarily restrict competition. The buyer will decide based on the LOWEST and BEST products offered by the bidding participants.

If your company is able to provide a product that can meet the performance required of the product(s) being purchased, yet these specifications exclude your company from participating in this bid process because of proprietary information or technicalities, please contact PH Bidding Group and provide information regarding your product. You are encouraged to submit your specifications and explain the differences in your product(s) and in what is specified. The buyer will review your product and determine whether or not they will allow your company to participate in the bid process.



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**\*FORM A\***

*Submission Cover Letter  
for  
Unpriced Technical Proposals*

**Two (2) New Landscape Dump Trucks  
Bid# 2024-001PW**

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The undersigned proposes to provide and Two (2) Landscape Dump Trucks 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 Cannon Chrysler Jeep Dodge Ram (your company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on **February 22, 2024, 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 Unpriced technical proposal. We affirm that we have read and understood this request for Unpriced technical proposals and understand that Phase Two must be completed before the items are awarded. We understand that any missing information or documents required by the BID may be cause for rejection of the proposal.

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

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

Title Commercial and Fleet Sales Director

Company Name Cannon Chrysler Jeep Dodge Ram

Email shand@nobodybeatsacannondeal.com

Phone 662-453-4211 extension 3415

**\*FORM B\***  
**SPECIFICATION RESPONSE FORM**

**Two (2) New Landscape Dump Trucks**  
**Bid# 2024-001PW**

The undersigned proposes to furnish several trucks, 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.

Cannodge Ram Two New Landscape Dump Trucks				
Item #	Power Train and Mechanical	Meets Specification?		Variance
		Yes	No	
1.1	2024 or Newer	X		
1.2	3500 Regular Cab or Equivalent	X		
1.3	V8 Gas Powered Engine	X		
1.4	Transmission: 8-speed automatic		X	6 speed automatic
1.5	Four Wheel Drive capabilities	X		
1.6	Anti-spin rear differential	X		
1.7	Heavy-duty engine cooling	X		
1.8	Minimum of 25-gallon fuel tank	X		
1.9	Heavy duty, performance-tuned shocks, front and rear	X		
Item #	Towing and Safety	Meets Specification?		Variance
		Yes	No	
2.1	Class V receiver hitch	X		
2.2	Front tow hooks	X		
2.3	4 pin trailer harness plug	X		
2.4	7 pin trailer harness plug	X		
2.5	Seat belts, Front to be height adjustable three-point	X		
2.6	Rear back up sensor and alarm	X		
2.7	Must be prewired for exterior safety lighting to be installed by the City at a later date.	X		



Item #	Exterior	Meets Specification?		Variance
		Yes	No	
3.1	LED fog lamps		x	
3.2	LED headlamps		x	
3.3	LED tail lamps	x		
3.4	Trailer tow mirrors, heated, folding, with convex area	x		
3.5	Color: White	x		
3.6	Full-size spare tire	x		
3.7	Standard Truck Bed		x	chassis
Item #	Interior	Meets Specification?		Variance
		Yes	No	
4.1	Cruise control	x		
4.2	Radio: Standard AM/FM Radio	x		
4.3	Vinyl Interior	x		
Item #	Dump Body Assembly	Meets Specification?		Variance
		Yes	No	
5.1	11.5' Body	x		
5.2	Dump Body Hoist should be Electric over Hydraulic	x		
5.3	Front, Rear, & Side material: 10 ga Steel	x		
5.4	Floor material: 7 ga Steel	x		
5.5	Side Height: 14" - 24"	x		
5.6	Inner Width: 84"	x		
5.7	Outer Width: 96"	x		
5.8	Bolt on Cab Shield	x		
Item #	Tailgate	Meets Specification?		Variance
		Yes	No	
6.1	Material: 10 ga Steel	x		
6.2	Double Acting	x		
6.3	Chains: 5/16"	x		
6.4	Quick-release upper tailgate pins	x		

Item #	Lighting	Meets Specification?		Variance
		Yes	No	
7.1	LED Lights and Standard Harness	X		
7.2	The entire Vehicle shall be prewired for Safety lighting to be installed by the city at a later date.	X		
7.3	Body up indicator Light	X		
Item #	Miscellaneous	Meets Specification?		Variance
		Yes	No	
8.1	Applicable Hoses/Fittings Mudflaps and Brackets Standard Black Paint for Dump Body	X		
8.2	<b>Trucks must be delivered by August 30, 2024</b>		X	
8.3	<b>Days to Delivery</b>	365 _____ DAYS		
8.4	<b>Warranty:</b> 3/36 bumper to bumper 5 year/60,000 mile limited powertrain			

**CAB AND CHASSIS MAKE & MODEL:** Ram 3500 Regular Cab Tradesman

**CAB AND CHASSIS YEAR:** 2024

**DUMP BODY MANUFACTURER:** Warren

**ESTIMATED DELIVERY LEAD TIME:** 1 year

**SERVICE FACILITY LOCATION:** Local Ram dealer in Tupelo for chassis/Collins for dump body

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

Once the Responses have been reviewed, the approved bidders will be contacted by PH Bidding Group with details of the reverse auction.

## **BIDDER INFORMATION**

Company Cannon Chrysler Jeep Dodge Ram Title Commercial and Fleet Sales Director

Physical Address 69860 Hwy 82 West

Billing Address 69900 Hwy 82 W.

City Greenwood State MS Zip 38930

Phone 662-453-4211 extension 3415

Email shand@nobodybeatsacannondeal.com

Authorized Agent Name J. Steven Hand

Title Commercial and Fleet Sales Director

Signature *J. Steven Hand*

### **BIDDER'S CHECKLIST**

REQUIREMENT	ACKNOWLEDGE	
	YES	NO
COMPLETED SPECIFICATION RESPONSE FORM		
DUMP TRUCK BODY SPECIFICATION SHEET		
CAB AND CHASSIS INFORMATION INCLUDED		
PRODUCT BROCHURES FOR ALL VEHICLES OFFERED		
WARRANTY INFORMATION FOR ALL VEHICLES OFFERED		
PH BIDDING SUPPLIER AGREEMENT		
ANY ADDITIONAL INFORMATION TO BE CONSIDERED		



## **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 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](mailto: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](mailto: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’s 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.

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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 the 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' 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.

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**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.

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.

**PH BIDDING GROUP**

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

Organization, Company, or Individual represented: \_\_\_\_\_

Authorized Representative (Printed Name): \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

**Billing Information:**

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Office Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Return this Agreement, with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and submit this agreement with your bid response to the applicable bid management site or you may email the completed, signed pages to [cory@phbidding.com](mailto: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](mailto:info@phbidding.com) at least one day prior to the specification response deadline or the reverse auction date.**