

**REQUEST FOR  
Unpriced Technical Proposals to provide**

**One (1) New Do-All Truck  
BID # 2025-043PW**

**A Reverse Auction for  
City of Tupelo, Mississippi**



**BID MANAGEMENT CONTACT:**

PH Bidding Group  
[bids@phbidding.com](mailto:bids@phbidding.com)  
662-407-0195



Publication Dates:..... November 25, 2025, and December 2, 2025

BID Response Deadline: ..... December 12, 2025, before 2:00 PM

Reverse Auction Date:..... December 18, 2025, at 10:00 AM

## **ADVERTISEMENT FOR PROPOSALS**

The City of Tupelo is seeking unpriced technical proposals from equipment dealers for:

### **One (1) New Do-All Truck BID # 2025-043PW**

Deadline for receipt of unpriced technical proposals is **December 12, 2025 at 2:00 PM CST**, local time. Unpriced proposals including the 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 to be 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 **December 12, 2025 at 2:00 PM CST** 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 December 18, 2025 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. Pricing will only be accepted from qualified bidders during the reverse auction process. For questions related to the electronic submittal or reverse auction 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 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.

**Kim Hanna**  
**City Clerk of the City of Tupelo**

Publishing Dates: November 25, 2025, and December 2, 2025

# **INFORMATION FOR BIDDERS**

## **One (1) New Do-All Truck BID # 2025-043PW**

### **I. GENERAL**

The City of Tupelo will accept unpriced proposals for pre-qualification until **December 12, 2025, at 2:00 PM CT**. The unpriced specification responses may be submitted electronically at [www.tupelomsbids.com](http://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 **December 18, 2025, at 10:00 AM CT**. All unpriced proposals must be equal in performance and quality to the specifications.

- a) 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.
- b) 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.
- c) A manufacturer's part or item number 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.
- d) All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
- e) Delivery will be a consideration in the awarding of this bid.
- f) The burden of proof of specifications is the responsibility of the bidder.
- g) 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 **December 12, 2025, at 2:00 PM CT**.

**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](http://www.tupelomsbids.com) or by calling 662-407-0195. The reverse auction will begin on **December 18, 2025, at 10:00 AM CT**.

### **III. 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 Kim Hanna, City Clerk at the City of Tupelo, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841-6502. Email: [kim.hanna@tupeloms.gov](mailto:kim.hanna@tupeloms.gov)

For questions concerning the technical specifications, prospective bidders may contact Kelly Knight at the Public Works Department. The phone number is 662-841-6457. Email: [Kelly.knight@tupeloms.gov](mailto:Kelly.knight@tupeloms.gov)

For questions regarding obtaining bid documents or regarding the online reverse auction process, prospective bidders may contact PH Bidding Group at 662-407-0195 or [bids@phbidding.com](mailto:bids@phbidding.com).

No oral explanations by any member of the City staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for insuring that they have received any and all addenda.

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

Each prospective bidder shall submit an unpriced technical proposal, together with all documentation required under the Instructions to Bidders, in order to be eligible for consideration, invitation to the Reverse Auction, and potential award. Proposals must be complete at the time of submission.

Unpriced technical proposals may be opened at any time after receipt. Upon opening, proposals shall be deemed under advisement. The City of Tupelo reserves the right, at its sole discretion, to conduct written and/or oral discussions with any bidder during the evaluation process.

Only those bidders determined to be responsive and responsible through this multi-step evaluation process shall be eligible to receive an invitation to participate in the Reverse Auction. Instructions governing the Reverse Auction and the submission of priced bids will be provided solely to those bidders selected for invitation.

The City of Tupelo expressly reserves the right to:

1. Determine the responsiveness of any proposal;
2. Waive minor informalities or irregularities in the proposals or the submission process;
3. Reject any or all proposals in whole or in part; and
4. Invite priced bids only from those bidders deemed most advantageous to the City, all in accordance with applicable law and in the best interest of the City of Tupelo.

Submission of a proposal shall constitute acknowledgment that the bidder has thoroughly reviewed, understands, and accepts all specifications, terms, and conditions as written, and agrees to comply therewith. Proposal modifications, alterations, or corrections received after the stated submission deadline shall not be considered under any circumstances.

All proposals shall remain valid and binding for a minimum period of **sixty (60) calendar days** following the opening date. The City of Tupelo is a **tax-exempt governmental entity**.

Each unpriced technical proposal must be signed by an owner, corporate officer, or other duly authorized representative of the bidding entity. It is the sole responsibility of the bidder to ensure that all required documents are fully completed and received prior to the deadline. **Late or incomplete submissions shall be rejected without consideration.**

Bidders selected to proceed to the Reverse Auction phase will receive a formal invitation, including comprehensive instructions for participation and submission of priced bids.

#### **V. INSTRUCTIONS FOR ELECTRONIC SUBMISSIONS**

To submit an unpriced proposal electronically, log in at [www.tupelomsbids.com](http://www.tupelomsbids.com) and follow the steps below.

##### **Step 1 – Prepare Your File**

1. Scan and compile all required documentation into **one (1) PDF file**.

##### **Step 2 – Access the Bid**

1. Log in to [www.tupelomsbids.com](http://www.tupelomsbids.com).
2. From the left menu, select **“Public Bids.”**
3. Click on the **appropriate bid** for which you intend to submit a proposal.

### Step 3 – Submit Your Proposal

1. Click the “**Submit Bid**” tab.
2. Complete your **profile information**, or verify that the auto-populated information is accurate.
3. Under “**PDF Attachments**,” upload your proposal by either:
  - a. Dragging and dropping the PDF file into the upload box, **or**
  - b. Clicking the link in the upload box to browse for your file.
4. Under “**Review and Verify**,” check the box to confirm your agreement to the terms and conditions.
5. Click “**Submit**” to complete your response.
6. A **confirmation notice** will be sent upon successful submission.
  - a. If you do **not** receive confirmation, your submission was **not** received.
  - b. For verification, contact **bids@phbidding.com** or call **662-407-0195**.

### Step 4 – After Submission

1. Once the solicitation period closes, the **City of Tupelo** will review all submissions.
2. All approved vendors will be invited to participate in the **reverse auction**.

### Step 5 – Redactions

1. You may **redact or withdraw** your submission **at any time prior to the bid opening**.

### Required Documents Checklist

Your proposal **must include** the following:

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 additional information** you wish the City of Tupelo to consider

## VI. 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 **December 18, 2025, at 10:00 AM CT**. 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 their ranking in the bid process and will have the opportunity to lower their bid as often as they see fit. Vendors cannot see other vendors' bid amounts.

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 Proposal  
One (1) New Do-All Truck  
Bid # 2025-043PW**

.....

The undersigned proposes to furnish one (1) One (1) New Do-All Truck 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, \_\_\_\_\_ (your company name), to submit priced bids, we agree to participate in the reverse auction, which will take place on **December 18, 2025, at 10:00 AM CST**. We understand that pricing will only be accepted through the electronic reverse auction process. (Detailed instructions regarding the reverse auction process will be emailed to all approved vendors.)

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

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

We agree to abide by the terms and conditions of the PH Bidding Group Supplier agreement and understand that any questions regarding the agreement or the bid process should be directed to 662-407-0195 or [bids@phbidding.com](mailto:bids@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: \_\_\_\_\_

**\*FORM B\***

**Proposal Form**

**One (1) New Do-All Truck  
Bid # 2025-043PW**

The undersigned proposes to furnish provide one (1) **One (1) New Do-All Truck**, which meets the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

Please check ‘’ each line item – confirming specifications listed will be met.

<b>TRUCK CHASSIS SPECIFICATIONS</b>	<b>Yes</b>	<b>No</b>	<b>Variance</b>
<b>Gross Vehicle Weight Rating (GVWR):</b> Minimum 52,000 lbs.			
<b>Cab-to-Trunnion (CT) Dimension:</b> 130"–150".			
<b>Frame:</b> Section Modulus 15.9, RBM 1,749,000 or greater			
<b>Engine:</b> 250 HP minimum, inline 6-cylinder diesel with wet sleeves; minimum torque 800 ft-lb.			
<b>Transmission:</b> Allison 3500RDS automatic, 6-speed, PTO provision.(Or Equivalent)			
<b>Front Axle:</b> 12,000 lb.			
<b>Rear Axle:</b> 40,000 lb., single speed, ratio to allow 60 MPH road speed			
<b>Suspension:</b> Hendrickson RT403 or equivalent walking beam; 12,000 lb. front springs.			
<b>Brakes:</b> Full air, automatic slack adjusters, dual air system with spring-set parking brakes.			
<b>Steering:</b> Power integral.			
<b>Wheels/Tires:</b> (10) 22.5" × 7.5" steel discs, radial tires—front (2) highway tread, rear (8) on/off-road tread.			
<b>Fuel Tank:</b> 80-gallon minimum.			
<b>Electrical:</b> Dual 12-volt batteries, 160-amp alternator.			
<b>Color:</b> Silver Preferred, but white will be accepted			
<b>Cab Equipment:</b>			
All standard equipment to be included			
Conventional cab, tilting hood and fenders.			
Air conditioning and defroster.			
AM/FM radio, dual air horns, sun visors.			
Factory paint: standard white.			
<b>DUMP BODY SPECIFICATIONS</b>	<b>Yes</b>	<b>No</b>	<b>Variance</b>
<b>Body Length:</b> 14 ft.			
<b>Inside Width:</b> 7 ft. 3 in.			
<b>Side Height:</b> 42 in., with vertical and horizontal bracing and full corner posts			
<b>Front &amp; Tailgate Height:</b> 48 in.			
<b>Body Material:</b> 10-gauge ASTM-A570 hi-tensile steel sides and tailgate; 3/16" ASTM-A1011 hi-tensile steel floor.			

<b>Top Rail:</b> 4" x 4" x 1/8" tubing with center board pockets.			
<b>Capacity:</b> 13 cu. yd. water level; 15 cu. yd. heaped.			
<b>Front &amp; Tailgate Capacity:</b> 15 yd			
<b>Tailgate:</b> 9-panel, 6" slope, air-release control, chain-supported			
<b>Asphalt Apron:</b> 8" Weld-On			
<b>Longitudinal:</b> 5" Structural Channel			
<b>Hoist:</b> NTEA-rated Class 100 front-mount telescopic hoist or equal.			
<b>PTO:</b> Heavy-duty two-gear, direct mount, air shift			
<b>Finish:</b> Prime and finish-painted black enamel; all welds continuous			
<b>Safety Equipment:</b> Body safety props, backup alarm, body-up indicator light.			
<b>AUGER-STYLE DISTRIBUTOR SYSTEM</b>			
<b>Type:</b> Auger-style, shaft-driven material distributor integrated into the dump bed.			
<b>Drive System:</b> PTO powered mechanical shaft drive. No hydraulic chain or belt drives permitted.			
<b>Auger:</b> Continuous flighting, steel construction, minimum 6-in. diameter. Capable of distributing material evenly across bed width.			
<b>Spinner Assembly:</b> Rear-mounted spinner with adjustable speed control. Shielded to prevent overspread.			
<b>Controls:</b> In-cab electric or air control console with variable auger/spinner speed. Integrated safety interlock to disable system when body raised.			
<b>Calibration:</b> Unit must be calibrated and operationally tested prior to delivery.			
<b>Warranty</b>	<b>Yes</b>	<b>No</b>	<b>Variance</b>
State Warranty Details Below:			

**DELIVERY:** \_\_\_\_\_

**BIDDER ACKNOWLEDGES receipt of the following ADDENDA (if issued):**

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

**BIDDER INFORMATION**

Company: \_\_\_\_\_

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

Billing Address: \_\_\_\_\_

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

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

Authorized Agent Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\*\*\*\*\*

**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](mailto:bids@phbidding.com) 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://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](mailto: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](mailto: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’s Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.

**Initials** \_\_\_\_\_

**“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.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 (if requested) concerning the 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, upon mutual agreement of Supplier and client, comply fully with the 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.

**Initials** \_\_\_\_\_

- 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 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's 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. For the sake of clarity, fees shall only be due to PH Bidding Group upon mutual agreement of terms of sale between Supplier and a purchasing entity or client using PH Bidding Group and receipt of payment from said purchasing entity by Supplier.

**Initials** \_\_\_\_\_

**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. Supplier is not obligated to accept an order from purchasing entity or sell products or materials to purchasing entity until there is a mutual assent to terms of sale between Supplier and purchasing entity. Failure of Supplier and purchasing entity to agree on terms of sale will free Supplier of any obligation to pay any fees to PH Bidding Group. Partial payments shall not be accepted. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by 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.) 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.
- 17.) PH Bidding Group may alter this agreement at any time, upon mutual agreement of Supplier. 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.
- 18.) 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.

**Initials** \_\_\_\_\_

**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 [bids@phbidding.com](mailto:bids@phbidding.com). For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662-407-0195.

**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](mailto:bids@phbidding.com) at least one day prior to the specification response deadline or the reverse auction date.**