



**REQUEST FOR UNPRICED PROPOSALS**  
**For the procurement of**

**One (1) Compact Excavator**

**A Reverse Auction Event**  
**For**

**City of Jackson**

**Hosted By:**



**Publication Dates:** April 9, 2026, and April 16, 2026

**Unpriced Responses Due:** May 1, 2026, at 2:00 PM

**Reverse Auction:** May 7, 2026, at 10:00 AM

## ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Council of the City of Jackson will receive unpriced proposals for prequalification until **2:00 PM on May 1, 2026**, for furnishing the City of Jackson's requirements for the following:

### ONE (1) COMPACT EXCAVATOR

Copies of the Bid Package are available for free download at [www.jacksonmsbids.com](http://www.jacksonmsbids.com). Documents must be downloaded through the website to be on the official plan holders list. For questions regarding website accessibility or obtaining bid documents, please contact PH Bidding Group at 662-407-0195 or via email at [bids@phbidding.com](mailto:bids@phbidding.com).

Unpriced proposals shall be submitted through the bid site. Responses will be reviewed and vendors meeting the requirements in the bid package will be invited to participate in the online reverse auction, which will be held on **May 7, 2026, at 10:00 a.m.** Pricing will only be received by approved bidders through the online reverse auction.

Bid preparation will be in accordance with the Instructions to Bidders bound in the Documents. The City of Jackson reserves the right to waive irregularities and to reject any and/or all bids.

Minority and women's business enterprises are solicited to bid on this contract as prime bidders and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material, and/or supply needs.

Any contract or contracts awarded under this invitation for bids are expected to be funded in whole by the City of Jackson. This procurement will be subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972.

CITY OF JACKSON

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Monica Oliver, Purchasing Manager

PUBLISH:  
April 9, 2026  
April 16, 2026

# INFORMATION FOR BIDDERS

## ONE (1) COMPACT EXCAVATOR

### CITY OF JACKSON, MISSISSIPPI

#### 1. Scope and Intent

The City of Jackson is soliciting unpriced bid proposals for the purchase of one (1) compact excavator, designed for municipal operations. All proposed equipment must be equal to or exceed the performance, capacity, durability, and safety features of the specified basis of design.

The City of Jackson intends to award a single contract to the lowest-priced, responsible bidder whose equipment is determined to meet or exceed the specifications and evaluation criteria set forth in this bid package.

#### 2. Procurement Method – Multi-Step with Reverse Auction

This is a multi-step competitive procurement:

##### A. Phase One: Unpriced Technical Proposal

- Vendors submit the completed Specification Response Form, descriptive literature, warranty information, and other required documentation.
- The City of Jackson will evaluate submissions for compliance with minimum specifications and overall acceptability.
- Only vendors whose equipment is found compliant or reasonably capable of being made compliant will be approved to proceed.

##### B. Phase Two: Online Reverse Auction (Pricing Phase)

- PH Bidding Group will issue detailed instructions and login credentials to approved vendors.
- Vendors will submit pricing only through the reverse auction platform at the scheduled date and time.
- Bidders will see their ranking but not competitors' prices. The event may automatically extend if bids are placed near closing, per the PH Bidding Group's standard rules.
- No pricing of any kind is to be included with the unpriced proposal. Pricing will only be accepted through the Reverse Auction by bidders that are approved to participate.

#### 3. General Requirements

- A. All items shall be new, current production, and covered by full manufacturer warranty and support.
- B. All equipment shall be shipped FOB Destination, City of Jackson, Mississippi, with all freight and delivery charges prepaid by the vendor.
- C. The bidder bears the burden of demonstrating compliance with specifications through literature, technical data, and completed response forms.
- D. Any exceptions or deviations from the specifications must be clearly stated on a separate sheet and referenced in the Specification Response Form.
- E. The City of Jackson will not accept escalation clauses, fuel surcharges, or other add-on fees beyond the bid price.
- F. Substitutions or equivalent equipment may be proposed provided they meet or exceed all specified requirements. Any proposed alternate equipment must be clearly identified in the bid submission and supported with detailed technical documentation demonstrating compliance with the specifications. The City of Jackson reserves the right to accept or reject any proposed substitution. Approval of an equivalent does not relieve the bidder of responsibility for equipment performance, durability, compatibility, or compliance with all bid requirements.

## 4. Evaluation Criteria

Bids will be evaluated based on, but not limited to, the following criteria:

- Compliance with technical specifications
- Pricing and overall value (as determined by the reverse auction)
- Delivery timeframe
- Warranty coverage and service support
- Annual service and maintenance costs
- Vendor reputation and past performance
- Completeness and quality of the unpriced proposal

## 5. Submission of Unpriced Technical Proposals

To be considered for an invitation to participate in the Reverse Auction and potential award for this project, bidders must submit all required documentation as outlined in the Information for Bidders.

### A. Proposal Submission and Evaluation

Proposals may be opened at any time after receipt. Once opened, all proposals will be taken under advisement. The City of Jackson reserves the right to conduct written and/or oral discussions with potential bidders as part of the evaluation process.

### B. Reverse Auction Process

Only vendors approved through the multi-step qualification process will be permitted to submit pricing through the Reverse Auction. Unpriced technical proposals may be opened at any time after receipt and will be evaluated under advisement. The City of Jackson reserves the right to determine the responsiveness of all offers and proposals, waive minor informalities or irregularities, reject any or all proposals, and invite priced bids only from those companies deemed most advantageous to the buyer.

### C. Proposal Conditions

By submitting a proposal, bidders acknowledge that they have read, understood, and agree to comply with all specifications as written. Proposal modifications, alterations, or corrections received after the specified closing time will not be considered. All proposals must remain valid for at least sixty (60) days from the date of opening. The City of Jackson is a tax-exempt government entity.

### D. Signature and Submission Requirements

Unpriced technical proposals must be signed by an owner, authorized officer, or manager of the bidding company. It is the bidder's responsibility to ensure that complete and timely proposals, including all required documentation, are received. Late or incomplete proposals will not be considered.

### E. Reverse Auction Invitation

Bidders selected to participate in the Reverse Auction will receive detailed instructions outlining the bidding process and submission requirements for priced bids.

## 6. INSTRUCTIONS FOR ELECTRONIC SUBMISSIONS

The following information applies to all proposals. The preferred submission method is electronic submission through [www.jacksonsbids.com](http://www.jacksonsbids.com)

### A. Unpriced Proposal Submission (Electronic Submission)

To submit your unpriced proposal electronically, follow the steps below:

1. **Prepare Documents**
  - a. Scan all required documentation into a single PDF file.
2. **Access the Bid Portal**
  - a. Go to [www.jacksonsbids.com](http://www.jacksonsbids.com)
  - b. Log in using your credentials.
  - c. On the left side of the homepage, click “Public Bids.”
  - d. Select the appropriate bid solicitation you wish to participate in.
  - e. Click the “Submit Bid” tab.
3. **Upload Your Documents**
  - a. Complete or verify your profile information.
  - b. Under the “PDF Attachments” section, drag and drop your PDF file into the upload box, or click “click here” to browse and upload your file manually.
4. **Review and Submit**
  - a. Under the “Review and Verify” section, check the box to agree to the terms and conditions.
  - b. Click “Submit” when you are ready to finalize your submission.
5. **Confirmation**
  - a. A confirmation message will appear once your proposal has been successfully submitted.
  - b. Important: If you do not receive confirmation, your submission was not received.
    - For assistance, contact [bids@phbidding.com](mailto:bids@phbidding.com) or call (662) 407-0195.
6. **After Submission**
  - a. Once the submission deadline has passed, the City of Jackson will review all proposals.
  - b. You may revise or withdraw your submission at any time before the official bid opening deadline.
  - c. Approved bidders will be invited to participate in the reverse auction phase.

### B. Required Submission Documents

Your unpriced proposal must include the following as a **SINGLE PDF FILE**:

1. Completed Specification Response Form
2. Product Specifications and Brochures
3. Warranty Information
4. Vendor Information
5. PH Bidding Supplier Agreement
6. Any additional information you wish the City of Jackson to consider

## 7. Opening and Review of Proposals

Unpriced proposals may be opened any time after receipt and will be taken under advisement. The City of Jackson may conduct written and/or oral discussions with vendors as part of the evaluation process.

Only vendors determined to be responsive and technically acceptable will be invited to participate in the reverse auction pricing phase.

## 8. REVERSE AUCTION

The reverse auction will be conducted on **May 7, 2026, at 10:00 AM CT**, through the following platform: [www.phbidding.procureclix.com](http://www.phbidding.procureclix.com)

- A separate registration is required to access the reverse auction platform.
- Vendors approved to participate will receive detailed registration instructions and login credentials prior to the auction.

### A. Participation Requirements

Vendors must submit their unpriced proposals by the bid deadline. Proposals that meet all minimum specifications will be invited to participate in the Online Reverse Auction.

### B. Reverse Auction Process

The Online Reverse Auction is a live, competitive bidding event in which participants submit progressively lower bids.

### C. During the event:

- Bidders will be able to view their ranking in real time.
- Bidders will not be able to view other participants' actual bid amounts.
- Bidders may revise and lower their bids as often as desired throughout the auction.

To ensure fairness, the system automatically extends the auction if new bids are placed near the close:

- Any bid submitted within the final 3 minutes of the auction will trigger an automatic 3-minute extension.
- Each subsequent bid will continue to extend the auction by 3 minutes until a full 3-minute period passes with no new bids.
- Once no bids are received during that window, the auction will close automatically.

### D. Additional Information

Comprehensive instructions and event details will be included in the official Invitation to Participate sent to approved vendors. \*\* PH Bidding Group does not participate in the evaluation or selection process of the awarded vendor.

## 9. Award

Following conclusion of the reverse auction, the City of Jackson will evaluate results and may make award to the lowest priced, responsible vendor whose offer is determined to be in the best interest of the City of Jackson. The City of Jackson reserves the right to: reject any or all proposals, waive informalities or irregularities, re-advertise or solicit new bids, or accept the bid deemed most advantageous to the City of Jackson.

## 10. Questions and Addenda

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

General questions regarding this request should be directed to Monica Oliver, Purchasing Manager, at the City of Jackson. Phone: (601) 960-1035

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

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

# SPECIFICATION RESPONSE FORM

## ONE (1) COMPACT EXCAVATOR

### CITY OF JACKSON

Bidders shall indicate compliance with checking "YES" or non-compliance with "NO" for each line item. Any space left blank will be interpreted as **non-compliant**. All exceptions must be clearly explained in the "Variance" column or on an attached sheet.

ITEM #	General	Acknowledge		Variant Specification <i>(If spec not met)</i>
		YES	NO	
1.1	Minimum 55 HP turbocharged Tier 4 compliant diesel engine. with non-DPF configuration preferred but not required			
1.2	Automatic idle			
1.3	Two-speed travel with automatic shifting			
1.4	Conventional tail swing			
1.5	Rubber tracks			
1.6	Long arm or extendable arm preferred			
1.7	Dozer blade with float			
1.8	Lift point			
1.9	Add-on counterweight			
1.10	Standard warranty of at least 2 years or 2,000 hours			
ITEM #	Hydraulic and Attachments	Acknowledge		Variant Specification <i>(If spec not met)</i>
		YES	NO	
2.1	Auxiliary hydraulics with selectable flow control			
2.2	Arm-mounted flat-face hydraulic quick couplers			
2.3	Secondary auxiliary hydraulics compatible with the extendable arm			
2.4	Hydraulic case drain kit			
2.5	Compatible attachment mounting/coupler system			
2.6	Hydraulic clamp compatible with extendable arm			
2.7	Approximate 60-inch grading bucket			
2.8	Approximate 24-inch tooth bucket			
2.9	Approximate 28-inch drum mulcher			
2.10	Hydraulic hose kit for mulcher attachment			
ITEM #	Operator Station, Controls, and Monitoring	Acknowledge		Variant Specification <i>(If spec not met)</i>
		YES	NO	
3.1	Enclosed cab with heating and air conditioning			
3.2	Heated high-back suspension seat with seat belt			
3.3	Hydraulic joystick controls			
3.4	Fingertip auxiliary hydraulic controls			
3.5	Fingertip boom swing control			
3.6	Standardized control pattern selector			
3.7	Engine and hydraulic monitoring system with shutdown protection			
3.8	Minimum 7-inch display			
3.9	Radio and Bluetooth capability			
3.10	Keyless or other secure start system			
3.11	Horn			
3.12	LED work lights			
3.13	Travel motion alarm			

ITEM #	Safety, Protection, and Visibility	Acknowledge		Variant Specification (If spec not met)
		YES	NO	
4.1	ROPS			
4.2	TOPS			
4.3	FOPS			
4.4	Control console lockout			
4.5	Front debris guard			
4.6	Protective louver kit			
4.7	Forestry-rated polycarbonate front window			
4.8	Rearview camera			
4.9	Spark arrestor			
4.10	Vandalism protection features			
ITEM #	Technology and Warranty	Acknowledge		Variant Specification (If spec not met)
		YES	NO	
5.1	Integrated telematics for machine tracking, health monitoring, and security alerts			
5.2	Minimum 2-year telematics subscription included			
5.3	Extended warranty option up to 60 months / 3,000 hours preferred			
ITEM #	Compatibility and Equivalency	Acknowledge		Variant Specification (If spec not met)
		YES	NO	
6.1	All components shall be fully compatible with the base machine and with each other. Equivalent products, systems, and features may be accepted if they meet or exceed the stated performance, durability, safety, and operational requirements.			

## EQUIPMENT INFORMATION

Manufacturer/Make/Model \_\_\_\_\_

Year \_\_\_\_\_

Delivery Lead Time \_\_\_\_\_

# VENDOR RESPONSE REQUIREMENTS CHECKLIST

Include the following in your **single PDF unpriced proposal**:

- Completed Specification Response Form
- Detailed product specifications and brochures for all equipment
- Estimated delivery time for the complete order
- Full warranty information for all equipment
- Description of annual service costs and service arrangements
- Any additional information the vendor wishes the City of Jackson to consider
- Signed PH Bidding Group Supplier Agreement
- Company/Vendor Information Form (below)

**VENDOR INFORMATION**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Company Representative \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

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

**Addenda Acknowledgement**

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ 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 [www.phbidding.procureclix.com](http://www.phbidding.procureclix.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.

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

**“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 using 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 [www.phbidding.procureclix.com](http://www.phbidding.procureclix.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. If 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. If 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.

**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 all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.
- 11.) Supplier agrees that he has no right to transfer this one-time use license.
- 12.) Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group's reverse auction software.
- 13.) Supplier agrees that his sole remedy if supplier determines he dislikes the reverse auction process or service is to stop using the service.
- 14.) Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.
- 15.) Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.
- 16.) An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group'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.

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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 all future orders or transactions arising from the use of PH Bidding Group's Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

- 17.) By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include, but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.
- 18.) Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.
- 19.) PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.
- 20.) This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

**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.**