

**AMENDMENT I**  
**IFB- 3160007024**  
**The Mississippi Department of Public Safety**  
**December 20, 2024**

The Mississippi Department of Public Safety amends the Invitation for Bid attachment D page 24 and attachment F required clauses pages 26-29 to state the following.

- Acknowledge of Amendments: Bidders shall acknowledge receipt of any amendment to the solicitation in writing by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. Each bidder shall submit a written acknowledgement of every amendment to MSDPS on or before the submission deadline
- Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
- Approval: It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder
- Availability of Funds: It is expressly understood and agreed that the obligation of the MSDPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MSDPS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MSDPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- Certification of Independent Price Determination: By submitting a bid, the bidder, certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder, or competitor for the purpose of restricting competition.
- Compliance with Equal Opportunity in Employment Policy: Contractor understands that the MSDPS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

- Compliance with Laws: Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
  - Contract Rights: Contract rights do not vest in any party until a contract is legally executed. The MSDPS is under no obligation to award a contract following issuance of this solicitation.
  - E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
  - E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the agency subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this clause may subject Contractor to the following:
    - (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
    - (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or
    - (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by MSDPS due to Contract cancellation or loss of license or permit to do business in the state.
  - Minor Informalities and Irregularities: MSDPS has the right to waive minor defects or variations of a bid, from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder for the agency to properly evaluate the offer, the agency has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder. (*Information requested may include, for example, a copy of business or professional licenses, or a work schedule*).
- (Offeror's, Contractor's) Representation Regarding Contingent Fees: By responding to the solicitation, executing the contract the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to

secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response, to the Agency prior to contract execution.

- Paymode: Payments by MSDPS using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The agency may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
- Procurement Regulations: This solicitation shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website ([www.dfa.ms.gov](http://www.dfa.ms.gov)). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

#### EXPENSES INCURRED IN THE PROCUREMENT PROCESS

- All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.
- Property Rights: Property rights do not inure to any bidder, until such time as services have been provided under a legally executed contract. No party responding to this solicitation has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. MSDPS is under no obligation to award a contract and may terminate a legally executed contract at any time.
- Representation Regarding Gratuities: Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSDPS a gratuity of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. MSDPS further represents that no employee or former employee of MSDPS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by MSDPS. MSDPS further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
- Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on

www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The bidder acknowledges and agrees that the agency and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

- Stop Work Order: The MSDPS may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the agency. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to MSDPS. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the agency has terminated that part of the agreement or terminated the agreement in its entirety. The agency is not liable for payment for services which were not rendered due to the stop work order.
- Termination: Termination for Convenience. The agency head or designee may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The agency head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- Termination for Default. If the agency head or designee gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the agency head or designee may terminate the contract for default and the Contractor will be liable for the additional cost to the agency to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

\*\*\*All other clauses listed in solicitation will remain the same\*\*\*

**\*\*\*ACKNOWLEDGEMENT OF AMENDMENTS\*\***

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid. The acknowledgement must be received by DPS at the time and at the place specified for receipt of bids.

All other terms and conditions remain the same as listed in the invitation for bid.

For more information or questions regarding this IFB, please contact Britney Wesley at 601-987-1407, by fax at 601-987-1442 or by email at [bjwesley@dps.ms.gov](mailto:bjwesley@dps.ms.gov). You may also contact Sonya Williams at 601-987-1467, by fax at 601-987-1442 or by email at [sonya.williams@dps.ms.gov](mailto:sonya.williams@dps.ms.gov).

**I acknowledge and accept all terms and conditions of the Invitation for Bid amendments. I hereby, certify that I am authorized to sign for my company.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date

**\*\*Revised\*\***  
**Attachment D**

Certifications and Assurances

I/We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

1. REPRESENTATION REGARDING CONTINGENT FEES

By responding to the solicitation, executing the contract the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response, to the Agency prior to contract execution.

2. REPRESENTATIONS REGARDING GRATUITIES

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSDPS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of agency has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submitting a bid, the bidder, certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder, or competitor for the purpose of restricting competition.

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contract

cannot make such a representation, a full and complete explanation shall be submitted in writing with the bidder's response to the agency prior to contract execution. The prospective Contractor represents as a part of such Contractor's bid

Name/Title:

Signature/Date:

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*Note: Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the bid may result in the bid being rejected as nonresponsive. **Modifications or additions to any portion of this bid document may be cause for rejection of the bid.***

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**\*\*Revised\*\***

## ATTACHMENT F

### Required Clauses for Service Contracts Resulting from this Invitation for Bids

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
2. Availability of Funds. It is expressly understood and agreed that the obligation of the MSDPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MSDPS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement , without damage, penalty, cost or expense to the MSDPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. Compliance with Equal Opportunity in Employment Policy. Contractor understands that the MSDPS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
4. Compliance with Laws. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
5. Contract Rights Contract rights do not vest in any party until a contract is legally executed. The MSDPS is under no obligation to award a contract following issuance of this solicitation.
6. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
7. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the agency subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person



assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following:

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
  - (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or
  - (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.
8. Paymode. Payments by MSDPS using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The agency may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
9. Procurement Regulations. This solicitation shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website ([www.dfa.ms.gov](http://www.dfa.ms.gov)). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
10. EXPENSES INCURRED IN THE PROCUREMENT PROCESS All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.
11. Representation Regarding Contingent Fees. Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contract cannot make such a representation, a full and complete explanation shall be submitted in writing with the bidder's response to the agency prior to contract execution.
12. Representation Regarding Gratuities. Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSDSP a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of [Agency] has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former

employee in the future, if any, will be rejected by [offeror, contractor]. [Offeror, Contractor] further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

13. Stop Work Order. The MSDPS may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the agency. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the agency. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the agency has terminated that part of the agreement or terminated the agreement in its entirety. The agency is not liable for payment for services which were not rendered due to the stop work order.
14. Minor Informalities and Irregularities The agency has the right to waive minor defects or variations of a bid, from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder for the agency to properly evaluate the offer, the agency has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder, offeror, applicant. (*Information requested may include, for example, a copy of business or professional licenses, or a work schedule.*)
15. Termination for Convenience. The agency head or designee may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The agency head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
16. Termination for Default. If the agency head or designee gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the agency head or designee may terminate the contract for default and the Contractor will be liable for the additional cost to the agency to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.
17. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon

the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

18. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
19. Required Public Record and Transparency. Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on [www.transparency.ms.gov](http://www.transparency.ms.gov) and shall be available for at the Agency for examination, inspection, or reproduction by the public. The bidder acknowledges and agrees that the agency and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*
20. Acknowledgement of Amendments Bidders shall acknowledge receipt of any amendment to the solicitation in writing by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. Each bidder shall submit a written acknowledgement of every amendment to MDPS on or before the submission deadline.
21. Approval It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder
21. Property Rights Property rights do not inure to any bidder, until such time as services have been provided under a legally executed contract. No party responding to this solicitation has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. MSDPS is under no obligation to award a contract and may terminate a legally executed contract at any time.
22. Certification of Independent Price Determination: By submitting a bid, the bidder, certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder, or competitor