

MS Department of Public Safety
Invitation for Bid #3160006569

Bid# 3160006569

FEDERAL SIGNAL POLICE VALOR - LOW PROFILE NON-LINEAR LIGHT BARS

Purpose: The purpose of this Invitation is to purchase new Federal Signal Police Valor – low profile non-linear light bars.

Bid Opening: Bid(s) will be opened publicly, Friday, **May 31, 2024, at 10:00 A.M.**, Central Standard Time, in the Procurement Department, 4th Floor, Room 402, 1900 East Woodrow Wilson Avenue, Jackson, MS 39216.

Instructions to Bidders: All vendors must be registered with the state of Mississippi. If not registered, please go to <http://www.dfa.ms.gov/dfa-offices/mmrms/mississippi-suppliers-vendors/> to register your company and receive a supplier number. Once on the website click on "Vender registration. Then click on "[Vendor Registration/Self Service](#)“

Suppliers who have completed the registration process and have received a User ID and Password must attach a W-9 to their supplier account in the Mississippi's Accountability System for Government Information and Collaboration (MAGIC). Supplier may also submit a valid W-9 to the following:

MS Department of Finance and Administration
P.O. Box 1060
Jackson, MS 39215-1060

Or

MS Department of Finance and Administration
501 North West Street, Suite 701-B
Jackson, MS 39215-1060

Phone: 601-359-3538
Fax: 601-359-5525
Email: ofmmagic@dfa.ms.gov

Bids must be submitted and received on or before Friday, May 31, 2024, 10:00 a.m., Central Standard Time (CST). Regardless of the reason, bid(s) received after this date and time will not be accepted. One original copy of bid must be submitted in an envelope or package clearly marked with the information listed below to the address listed below:

Bid # 3160006569

Federal Signal Police Valor – low profile non-linear light bars

*MS Department of Public Safety
Procurement Department
4th Floor, Room 402
1900 East Woodrow Wilson Avenue
Jackson, MS 39216*

If using a commercial delivery company, which requires that you use their shipping package, your bid should be sealed separately and labeled as stated above within the commercial packaging to prevent premature opening. Parties submitting a bid assume all risks of delivery. Facsimile or e-mail quotes will not be accepted.

**Bids not received in compliance with this requirement will be rejected.
Facsimile or e-mail bids will not be accepted.**

Vendors are also encouraged but not required to submit one electronic copy through the Mississippi's Accountability System for Government Information and Collaboration at <https://portal.magic.ms.gov/irj/portal> which must include all information requested in this invitation for bid. No costs or expenses associated with providing this information in the required format shall be charged to the MS Department of Public Safety. All required documents must be submitted. It is the responsibility of the vendor to verify that all of the requirements for submitting the bid have been fulfilled.

Online learning instructions on how to submit your bid electronically, can be obtained by clicking on the link below <https://www.dfa.ms.gov/supplier-training> next click on “supplier self-service”.

If you have any questions regarding this invitation, please contact Britney Wesley by phone at (601) 987-1407 or Sonya Toaster at (601) 987-1305. You may email Britney Wesley at bjwesley@dps.ms.gov or Sonya Toaster at stoaster@dps.ms.gov. The MS Department of Public Safety (MDPS) reserves the right to reject any and/or all bids and to waive all informalities.

Bidder

Responsibility:

Bidders must, upon request of the MS Department of Public Safety, (MDPS), provide satisfactory evidence of ability to furnish products or services in accordance with the terms and conditions of the specifications. The MS Department of Public Safety reserves the right to make the final determination as to the bidder's ability.

Invitation to Bid:

All information requested on the Invitation for Bid Form must be completed.

Quantity: Initial purchase of one hundred (100) new Federal Signal Police Valor – low profile non-linear light bars.

Please note that the MS Department of Public Safety does not guarantee that the agency will purchase any specified quantity. The omission of an exact quantity does not indicate a lack of need, but MDPS would like to allow for minor modifications to increase or decrease if the need changes.

Firm Bid Price: Prices quoted shall be firm for the first twelve (12) months of the contract. If the current year model that is awarded in the contract is discontinued during the first twelve (12) months of the contract and upon mutual agreement, the vendor may offer the next year model at the same price.

Term & Renewal of Contract: The term of the contract shall be for a period of twelve (12) months. Upon mutual agreement by both parties, the successful bidder shall have an option to renew up to four (4) additional twelve (12) months. The effective date is expected to be June 7, 2024.

Price Adjustment: Price increases will not be allowed during the first twelve (12) months of this contract. Price increases may be considered during the renewal of this contract for an additional twelve (12) months being effective June 7 of that extension year. Requests for price increases shall be submitted no later than three months prior to the start of the extension year. Requests for price increases shall be in the form of a letter from the successful bidder. This letter shall indicate the contract number, the new price(s) for each item for which a change is being requested. Enclosed with the letter requesting a price increase shall be a copy of the manufacturer’s notice of actual cost increase. The manufacturer’s notice shall identify the product(s) by brand name and shall indicate the price increase as well as the contractor’s new lease cost for the item(s). The manufacturer’s notice shall also be signed by an authorized corporate official, with printed name, title, address, and phone number to allow for verification of price increase. Upon such receipt of such request for price increase the MS Department of Public Safety reserves the right to approve or disapprove the request and will notify the contractor prior to the propose effective date. If approved, the new prices will take effect on the effective date set forth in this paragraph.

Confidential Information: Confidential information shall mean all materials, documents, and data furnished to the successful bidder. The successful bidder shall provide to the MS Department of Public Safety a letter that the successful bidder agrees to protect all confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the successful bidder shall rest with the successful bidder.

Award Criteria: The award will be made to the best bid or bids. Factors to be considered in determining the best bid include:

- Bottom Line Figure
- Conformity with specifications
- Responsibility of the bidder

Award: The award will be made to the lowest and best bid. Bidder must bid on all items. Failure to bid on all items will result in rejection of the bid.

Notice of Award: Upon completion of the bid evaluation process, the MS Department of Public Safety will mail letters to the vendor or vendors who have submitted the apparent low bid(s) meeting specifications.

Delivery: F.O.B. destination freight prepaid by successful bidder to the Mississippi Department of Public Safety, 1900 East Woodrow Wilson Avenue, Jackson, MS 39216 during normal business days, between the hours 8:00 a.m. to 5:00 p.m., central standard time CST, except all observed state holidays. If delivery date falls on a holiday or weekend, delivery will be made on the following business day.

PREPAID means the shipper owns the freight payment responsibility.

Vendor **SHALL NOT** bid shipping charges on the Invitation for bid form. Failure to comply with this request will result in disqualification of the entire bid submittal.

Notes: It is the intent of MS Department of Public Safety to obtain a product that will adequately meet the needs of the agency while promoting the greatest extent of completion that is practicable. It is the responsibility of the prospective bidder to review the entire Invitation packet and to notify the Procurement Department of the MS Department of Public Safety if the Instructions and Special Conditions, or the General Conditions are formulated in a manner which would unnecessarily restrict competition. Any protest or questions concerning the specifications or bidding procedures must be received in writing in the MS Department of Public Safety, Procurement Office, not less than 72 hours prior to the time and date set for the bid opening.

Invitation for Bid Issue Date:	May 8, 2024
First Publication	May 8, 2024
Second Publication	May 15, 2024
Bidder submission deadline	May 31, 2024
Opening Date and Time	May 31, 2024, at 10:00 A.M. CST
Intent to Award	June 7, 2024
Submission date to obtain approval in MAGIC (Pending cost goes over \$500,000 then approval required by Public Procurement Review Board - PPRB estimated meeting on July 3, 2024)	June 7, 2024

LIGHTBAR SPECIFICATIONS

All bids must meet or exceed the minimum specifications as set forth in the Invitation for Bid.

1. SCOPE

This specification describes the minimum requirements for an emergency vehicle Visual Light System (VLS). System shall be designed to reduce risks to emergency personnel and the public. VLS shall include a vehicle roof mounted warning light and all necessary mounting and installation hardware.

2. PRIMARY WARNING

2.1 The roof mounted warning light shall be designed in a non-linear shape, so as to maximize emergency light warning at the 45–90-degree angles found at intersections. The non-linear design ultimately shall provide 360-degree lighting, eliminating weak spots and providing off-axis warning around the lightbar. The lightbar shall be a single-level LED lightbar with ROC™ (Reliable On-Board Circuitry) and Solaris® LED technologies. Any lightbar of linear design, using double or triple level light sources is not acceptable.

2.2 Reliable Onboard Circuitry (ROC™) technologies shall be utilized. ROC internal microprocessor shall supply three priority operational modes and a library of at least 27 flash patterns. To increase the safety of officers, pedestrians, and motorists, the lightbar shall have standard front and rear cutoff, dimming, and intersection warning. ROC circuitry shall be field replaceable and shall meet the approval of the following specifications: CISPR 25 and SAE J845. No exceptions will be allowed.

2.3 Solaris® LED technologies shall be used as lighting source. Solaris LED modules shall use offset complex reflector surfaces for accurate beam-shaping and the highest optical efficiency. Bright white LED lighting source shall be standard for takedown and alley lights. Multicolor heads shall also be standard, eliminating the loss of primary warning colors in takedown, alley, directional warning positions. The non-linear bar design shall be utilized to provide maximum intersection warning, the most dangerous situation in moving traffic.

2.4 VLS shall include a total of twenty-eight (28) Solaris modules. The driver side front shall consist of eight Solaris modules, each containing twelve red and white diodes. The passenger side front shall consist of eight Solaris modules, each containing twelve blue and white diodes. The rear shall contain ten Solaris modules: four each containing twelve red and amber diodes, four each containing blue and amber diodes, two each containing six all red diodes and two each containing six all blue diodes. Total diode count of the VLS, shall be three hundred twelve (312) diodes.

2.5 Front/Rear Cutoff or Enable function: The lightbar shall be able to provide a front/rear cutoff and front/rear enable function. Front/rear cutoff is controlled by applying 12 VDC to the supplied controlled wires. Front/rear enable activates the LED modules when +Bat is applied to their control wires. This function allows the lightbar to be custom programmed to meet a wide range of departmental needs and installed light controls.

2.6 VLS shall be able to operate in the low power mode if desired. The lightbar shall be capable of dimming the main bar LEDs approximately 50% to prevent blinding the drivers of approaching vehicles. The low power function shall only operate in Mode 1 or Mode 2 levels only. It is disabled when the lightbar is turned off or switched to another flash pattern, including Mode 3 or the intersection mode level. Lightbars that dim in Level 3 or during the pursuit mode shall not be accepted, no exceptions.

2.7 Intersection flash mode of operation: The VLS shall provide a high activity pattern that attracts attention to the vehicle as it approaches an intersection. Intersection operation shall be able to be controlled by three selected options including Power On-Off function, TAPII (push-on/push-off) by using a momentary contact switch or horn ring button or 8-second timer activation.

3. SECONDARY WARNING

(Both models listed, use dimensions for desired model)

3.1 The following secondary light functions shall be available.

a. Flashing - various numbers of Solaris modules may flash in a sequence determined by the selected pattern.

b. Directional - provides a sequential flash pattern for protection of the vehicle operator and the public.

c. Takedown lights – *(Both models listed, use dimensions for desired model)*

43.7-inch model:

One pair of Solaris modules shall face forward at each end of the lightbar. Both modules shall be capable of steady on and/or a flashing mode. Each takedown light module shall utilize six high output white LEDs with narrow spot beam reflectors. This will ensure proper officer/user safety by projecting the brightest and most direct focused white light source available. A flashing feature is included for takedown light pairs.

51.3-inch model:

Two pair of Solaris modules shall face forward at each end of the lightbar. Both modules shall be capable of steady on and/or a flashing mode. Each takedown light module shall utilize six high output white LEDs with narrow spot beam reflectors. This will ensure proper officer/user safety by projecting the brightest and most direct focused white light source available. A flashing feature is included for takedown light pairs.

d. Alley lights – *(Both models listed, use dimensions for desired model)*

43.7-inch model:

Seven (7) pair of Solaris modules shall face sideways. Lightbar will consist of seven (7) modules on left side of lightbar and seven (7) modules on right side of lightbar. Both pair of seven (7) modules shall be capable of steady on and/or a flashing mode. Each alley light module shall utilize six high output white LEDs diodes with narrow spot beam reflectors. The total count of high output white LED diodes for Left Alley Light will be forty-two (42). The total count of high output white LED diodes for Right Alley Light will be forty-two (42). This will ensure proper officer/user safety by projecting the brightest and most direct focused white light source available. A flashing feature is included for alley light pairs.

51.3-inch model:

Eight pair of Solaris modules shall face sideways. Lightbar will consist of eight (8) modules on the left side of lightbar and eight (8) modules on right side of lightbar. Both eight (8) pair of modules shall be capable of steady on and/or a flashing mode. Each alley light module shall utilize six high output white LEDs diodes with narrow spot beam reflectors. Total count of high output white LED diodes for Left Alley Light will be forty-eight (48). Total count of high output white LED diodes for Right Alley Light will be forty-eight (48). This will ensure proper officer/user safety by projecting the brightest and most direct focused white light source available. A flashing feature is included for alley light pairs.

e. Flood – (Both models listed, use dimensions for desired model)

43.7-inch model:

- Left Flood – upon activation, all seven driver side Solaris modules shall illuminate steady-on. A total of forty-eight (42) white high output LEDs shall illuminate a 90° area at the driver side front and side perimeter of the emergency vehicle.
- Right Flood – upon activation, all seven passenger side Solaris modules shall illuminate steady-on. A total of forty-eight (42) white high output LEDs shall illuminate a 90° area at the passenger side front and side perimeter of the emergency vehicle.
- Full Flood - upon activation, all fourteen (14) forward and side facing Solaris modules shall illuminate steady-on. A total of eighty-four (84) white high output LEDs shall illuminate a 180° area at the front and side perimeter of the emergency vehicle.

51.3-inch model:

- Left Flood – upon activation, all eight driver side Solaris modules shall illuminate steady-on. A total of forty-eight (48) white high output LEDs shall illuminate a 90° area at the driver side front and side perimeter of the emergency vehicle.
- Right Flood – upon activation, all eight passenger side Solaris modules shall illuminate steady-on. A total of forty-eight (48) white high output LEDs shall illuminate a 90° area at the passenger side front and side perimeter of the emergency vehicle.
- Full Flood - upon activation, all sixteen (16) forward and side facing Solaris modules shall illuminate steady-on. A total of ninety-six (96) white high output LEDs shall illuminate a 180° area at the front and side perimeter of the emergency vehicle.

4. SIGNALMASTER

4.1 The VLS shall include an LED rear directional light assembly that provides additional warning capability. The directional light shall have pre-programmed light patterns that provide supplemental warning for hazardous situations.

4.2 When the lightbar is operating in any of the three priority flashing modes, all Signal Master modules shall emulate the selected flash patterns. When the operator activates the Signal Master, the directional warning patterns shall override any other activity in that portion of the lightbar. Lightbars that are not capable of this feature shall not be accepted.

4.3 Directional light shall consist of eight Solaris reflector assemblies mounted horizontally. Each assembly shall meet SAE J595 specifications.

4.4 Directional light functions:

- a). Sweep right - lights shall individually activate sequentially in a sweeping motion to the right, to direct oncoming traffic to the right of the operator's vehicle.
- b). Sweep left - lights shall individually activate sequentially in a sweeping motion to the left, to direct oncoming traffic to the left of the operator's vehicle.
- c). Center out - lights shall activate in a sweeping motion beginning with the two innermost lights, and sweeping to the left and right simultaneously, to direct oncoming traffic to either side of the emergency vehicle.
- d). Alternate warning – four progressively brighter flash patterns shall be available to warn oncoming traffic.

5. SERIAL INTERFACE

5.1 A CAT5 communications cable shall be the only connection made to the lightbar in addition to power and ground. All flash patterns shall be controlled through the lightbar's CAT5 communication cable. The cable should connect to the Serial Interface Module allowing control via switch box. CAT5 communication cable may also be capable of connection to a Federal Signal Six-Button Serial Controller, Three-Button Serial Controller, or the SmartSiren Series Platinum System.

5.2 The lightbar must be capable of being removed from the vehicle without disassembly of the vehicle interior components for ease of service or repair. The lightbar should have a waterproof (IP67) external connector system for power and communication to allow removal of the lightbar from the vehicle without opening the lightbar. It should be protected against reverse polarity damage. The lightbar shall be capable of being installed in any vehicle with a 12-volt NEGATIVE ground electrical system.

6. HOUSING

6.1 The solid aluminum extrusions shall be of a 1/8" nominal thickness design to provide strength and durability without excessive weight. The one-piece molded polycarbonate base shall be attached to the extrusions and the one-piece aluminum base plate forming a rigid base assembly. The base assembly

shall incorporate carriage bolts in the extrusions' integrated mounting channels for attaching the mounting feet and the dome, which provides a well-secured mounting platform.

6.2 Both the lightbar base and dome shall be one-piece molded polycarbonate for durability and strength. The dome shall be secured to the base assembly by means of barrel nuts fastened onto carriage bolts that ride in the extrusion's integrated mounting channel. Barrel nuts will incorporate O-rings and base a multi-lip seal for a weatherproof seal. The dome shall be protected with galvanized steel cover plate, powder coated, to protect the lightbar components from unforeseen impacts. The dome color shall be clear.

6.3 The lightbar must be capable of being removed from the vehicle without disassembly of the vehicle interior components for ease of service or repair. The lightbar should have a waterproof (IP67) external connector system for power and communication to allow removal of the lightbar from the vehicle without opening the lightbar.

7. MOUNTING BRACKETS

7.1 A hook-on mounting bracket with stainless steel hardware must be included. For hook-on mounts, a vehicle specific hook kit shall be included.

7.2 The mounting feet are supplied attached to the lightbar. Adjustable brackets are also provided in the hardware kit to accommodate various roof slopes. Adjustable brackets shall include a positive stop screw to prevent slippage.

8. ELECTRICAL

7.1 Lightbar hookup shall require only power, ground, and a snap-in CAT5 communication cable to enter vehicle to minimize the diameter of holes made in the vehicle roof top.

7.2 The lightbar shall be capable of being installed in any vehicle with a 12-volt negative ground electrical system and shall be protected against reverse polarity damage.

7.3 The LED Solaris module system shall incorporate a unique suppression circuit design that greatly minimizes RFI noise (Radio Frequency Interference) associated with LED technology. RFI can greatly reduce public safety two-way radio reception sensitivity and interfere with vehicular laptop computer performance operation. The lightbar must meet the requirements of Test Specification 11452-2 and J1113-21 for Radiated Immunity and Test Specification CISPR 25 for Radiated Emissions.

7.2 Total current requirements (rated in amperes) at 12.8 VDC shall not exceed:
(Both models listed, use specifications for desired model)

43.7-inch model:

12.0 A

14.0 A with Hotfoot

51.3-inch model:

14.0 A

16.0 A with Hotfoot

*Amperage for a typically loaded lightbar with all lights flashing at 50 percent duty cycle

8. DIMENSIONS

8.1 The non-linear lightbar shall have maximum dimensions as follows:
(Both models listed, use dimensions for desired model)

Dimensions For 43.7 inch model:

Length: 43.7 in (111.0 cm)
Height: 1.96 in (5.0 cm)
Width: 19.8 in (50.4 cm)
Weight: 39.3 lbs. (17.8 kg)

Dimensions For 51.3 inch model:

Length: 51.3 in (130.3 cm)
Height: 1.96 in (5.0 cm)
Width: 19.8 in (50.4 cm)
Weight: 43.2 lbs. (19.6 kg)

9. WARRANTY

9.1 The warranty period shall be six years parts replacement and six-year labor coverage. LED components shall be covered by six years parts replacement and six-year labor coverage.

9.2 There should be one free set of new replacement Lenses for the VLS after Three years of use.

10. PRODUCT REFERENCE

10.1 A complete system shall include the lightbar, a vehicle specific hook kit, a 2 Channel Programmable switch panel/siren controlling device and speaker along with a OBDII interface. Programmable controlling device must be plug and play with the bar light.

DynaMax/ES100C Siren Speaker

1. SCOPE

This specification details a 100W speaker that is capable of reproducing voice and siren sounds from siren/public address amplifiers found in emergency and public safety vehicles.

2. CONSTRUCTION

The speaker housing shall be manufactured from 30% glass-filled PET composite plastic. Physical dimensions not to exceed 5.5” in height, 5.9” in width, 2.5” in depth.

- The speaker shall weigh no more than 5 pounds.
- The speaker housing shall be constructed of polyethylene terephthalate (P.E.T.).
- The speaker shall use a neodymium speaker driver.
- The speaker shall use ferrofluid to assist in cooling.
- The speaker shall have a variety of vehicle specific mounting bracket options for the customer to select from.
- The speaker shall comply with SAE J1849; CCR Title 13; Class “A” and UL 94HB.

3. WARRANTY

The warranty period shall be 6 years.

PATHFINDER™ SIREN

1. GENERAL

- 1.1 The PathFinder is a full featured, 12/24 VDC, programmable, dual-tone 100/200 W electronic siren and light control system. The PathFinder siren uses class D amplifier technology to provide two independent 100 W channels of audio, for a total of 200 W, without the need for a large and heavy transformer. The system shall consist of a one- piece integrated control head and siren amplifier utilizing Federal Signal’s Convergence Network.

2. SIREN AMPLIFIER

- 2.1 PathFinder siren shall be (case dimensions) height 2.5 inches, width 6.0 inches, length 8.4 inches, and net weight 3.9 pounds.
- 2.2 Amplifier shall consist of an easily accessible external volume adjustment for radio rebroadcast and public address which includes visual confirmation that power is being supplied to the unit. A hardwired noise cancelling microphone shall be provided and exit at the front of the controller.
- 2.3 Twelve (12) programmable solid-state auxiliary relay outputs shall be provided for non- serial controlled lightbars, perimeter lights, and accessories. One-10 A high/low, five-10 A active high solid-state relays and six-5 A high relays shall correspond to each auxiliary output. Each relay shall be internally protected.
- 2.4 PathFinder shall provide (7) programmable input circuits for: Horn-Ring Transfer (TAPII, Timer, or Hands Free), Park, Ignition, and four (4) general purpose inputs, i.e. trunk/door release, gun lock, intrusion alarms and monitoring K9 temperature systems. The polarity of each input shall be programmable, except for Ignition.

- 2.5 PathFinder amplifier shall consist of two “plug-n-play” serial ports to be used for Federal Signal’s Convergence network products, i.e. Federal Signal light bar, ILS, or CN SignalMaster.
- 2.6 The PathFinder amplifier shall provide easy access to all auxiliary input and relay output connections, power and ground connections, two Convergence Network ports, USB programming connection, and OBDII cable connections.
- 2.7 A security gun timer is also provided to minimize the possibility of unauthorized shotgun release.
- 2.8 The PathFinder siren shall produce three default siren tones: wail, yelp, and priority siren tones, as well as Air Horn. Additional tones shall be programmable. Siren tones shall be compliant with standards SAE J1849 JUL89. Additional features shall include horn ring transfer, public address, and radio rebroadcast.
- 2.9 The PathFinder siren shall be capable of driving one or two, 11-ohm impedance, 100- watt speakers.
- 2.10 Operating temperature range is -40 degrees to +80 degrees Celsius (all relays at 50 percent power).
- 2.11 PathFinder has a frequency range of 182 to 1600 Hz and an audio response range of 300 Hz to 3,000 Hz \pm 3 dB.

3. CONTROLLER FUNCTIONS AND INDICATIONS

- 3.1 The PathFinder shall control warning lights, siren functions, radio, SignalMaster arrow directional light patterns, ILS systems, and auxiliary lights.
- 3.2 The control head shall consist of a four-position progressive slide switch, a seven- position rotary switch, a volume control knob and nine auxiliary push button switches.
- 3.3 The control head shall have the capability of interchangeable custom legends for designating any of the nine switch functions. A sheet of applicable function legends is supplied.
- 3.4 The control head includes a visual reference emulating selected patterns of the SignalMaster arrow directional operations: left, right, center-out, and rear warn patterns.
- 3.5 The control head can provide an audible signal when an auxiliary or slide switch position is activated. Notification beep shall be factory set at ten second intervals for any active function. An LED glows over the position in which the slide switch is placed. Control head can be programmed to decrease the levels of brightness of any of the nine push button switches.
- 3.6 The keypad shall be capable of dual color backlighting available in red or blue and shall be capable of dimming. Pressed buttons turn bright to indicate that the function they control is active.
- 3.7 A hardwired noise cancelling microphone shall be provided and exit at the front of the control head.

- 3.8 Siren speaker status indicator is programmable and shall be visible on the control head. When speaker one or speaker two is enabled, a LED indicator light shall be on.

4. **SIGNALMASTER ARROW DIRECTIONAL LIGHT**

- 4.1 The PathFinder siren and light controller can operate a six or eight lamp SignalMaster arrow directional light. Any push button (programmable) shall control all arrow functions, LRCO (left/right/center-out) as a step-through push button.
- 4.2 SignalMaster directional patterns, when engaged shall be displayed on the face of the controller.

5. **SIREN OPERATIONS**

- 5.1 A seven position rotary selector switch shall be provided and control the siren, and radio rebroadcast functions.
- 5.2 PathFinder default siren tones shall include Wail, Yelp, Priority, Manual/Peak-and-Hold, Hi-Lo, Power Call, and Air Horn. Unitrol™ branded siren tones shall also be available and include Wail, Yelp, Futura, Hi-Lo, Ultra Hi-Lo, Alarm, Air Horn, and Hetro.

5.3 The rotary selector switch functions shall include the following:

5.31 **RADIO:** Incoming radio messages are amplified by the siren and rebroadcast over the speaker(s).

5.32 **MANUAL:** Allows siren operation via the Air Horn or Manual push button switches or through the vehicle horn ring if the horn ring transfer (HRT) function is enabled.

5.33 **WAIL:** Produces a continuous ‘wailing’ sound.

5.34 **YELP:** Produces a continuous and rapid ‘warbled’ tone.

5.35 **HF:** Hands Free operation via the vehicle horn (horn ring transfer). First press will activate the first programmed siren tone. Each subsequent horn press will switch the siren to the next programmed tone. A double tap horn press will de-activate the siren tones.

5.36 **TONE 1:** Priority (default setting) siren produces a continuous and rapid ‘warbled’ tone. Tone 1 shall be programmable.

5.37 **TONE 2:** Dual tone factory default setting shall include channel #1 as wail and channel #2 as yelp. Tone 2 shall be programmable.

5.4 **Unitrol™ siren tones will include:**

5.41 **WAIL:** The siren shall automatically rise and fall between 500 and 1650 Hz at 11 cycles per minute.

- 5.42 **YELP:** The siren shall automatically rise and fall between 500 and 1650 Hz at 250 cycles per minute.
 - 5.43 **FUTURA:** The siren shall have fundamental frequencies sweeping between 750 Hz and 1.5 kHz at 761 cycles per minute.
 - 5.44 **HI-LO:** two HI-LO sounds shall be provided. Both shall have fundamental alternating frequencies of 1350 and 600 Hz operating automatically 60 cycles per minute. One shall provide a higher third frequency alternately operating with each high and low frequency.
 - 5.45 **AIR HORN:** Siren shall emit a simulated Air Horn sound with a 1000 Hz mid-frequency.
 - 5.46 **HETRO:** The siren shall have fundamental frequencies of 1350 and 60 Hz at 900 cycles per minute incorporating three (3) frequencies.
 - 5.47 **MANUAL:** The siren shall rise and fall only as the vehicle's horn ring or a manual switch is selected. Sustained pressing shall make the siren sustain a peak tone. A momentary tap shall provide a brief (less than 2 second) burst. Frequencies below 500 Hz shall be eliminated to prevent speaker damage.
- 5.5 The Public Address (PA) system shall provide inputs for radio and microphone audio. The microphone can be dedicated for PA. The output power is 50 watts 400 Hz to 10K Hz with less than 10% harmonic distortion (1 V input, 1 KHz reference).
 - 5.6 Park (siren) Kill: Siren shall stop when the vehicle is shifted to park gear. Public address and warning lights remain operational.
 - 5.7 Horn Ring Transfer (HRT) when enabled will function via the vehicle horn. When the siren is activated, each press of the vehicle horn will cycle the tone to the next programmed tone. HRT and siren tones shall be dependent (factory default) on the slide switch positions. Slide switch positions Off, 1, and 2 the HRT is not transferred. Slide switch position 3 the HRT is transferred and will scroll through all the siren tones chosen on the selector switch.
 - 5.8 PathFinder shall have the ability to play recorded voice messages.

6. RUMBLER LOW FREQUENCY SIREN INTEGRATION

- 6.1 PathFinder shall provide Rumbler low frequency siren integration.
- 6.2 PathFinder can produce a Rumbler tone without the need for a separate externally mounted amplifier. No exceptions.
- 6.3 Rumbler capability requires one or two woofers (RBKIT1 or RBKIT2) and vehicle specific mounting brackets:
 - 6.31: PathFinder + one 100 W siren speaker = single tone
 - 6.32: PathFinder + two 100 W siren speakers = dual tone
 - 6.33 : PathFinder + one 100 W speaker + one or two Rumbler woofers = single tone and

Rumbler capability

6.34 : PathFinder + two 100 W siren speakers + RUMBLER-3-PF kit (includes two woofers) = Rumbler and Dual Tone siren capability (one channel will Rumble).

6.4 To utilize Dual tone and Rumbler capability shall require the optional RUMBLER-3-PF siren system.

7. FS Vehicle Integration/On-Board Diagnostics Integration (OBDII)

7.1 PathFinder siren shall provide for On-Board Diagnostics (OBDII) integration with the existing vehicle CAN bus. The FS Vehicle Integration uses a vehicle specific cable to seamlessly integrate with the vehicle.

7.2 FS Vehicle Integration option allows light and siren control with vehicle events such as door open, headlight, brake, speed, park, etc. functions. The use of the FS Vehicle Integration removes the need to separately wire certain options such as horn ring transfer or ignition.

7.3 The optional OBDII interface cable shall connect at the rear of the siren amplifier and be available as part number OBDCABLE5 (5').

8. TIMER FEATURE

8.1 Timer feature shall sense ignition on/off and will allow the selection of multiple time settings.

8.2 Various user selectable time delays shall be configurable in the programming software.

8.3 Various devices can be wired to relay outputs such as in-car video DVR's, radios, and laptop chargers. No aftermarket external timer is required, no exceptions.

9. ELECTRICAL

9.1 The siren shall be designed for negative ground vehicles. Normal operating voltage shall be 12.0 VDC to 24.0 VDC.

9.2 Standby current shall be less than 0.1 amperes.

9.3 Power can be controlled through the positive (12 VDC +) ignition input.

9.4 Volume control for radio rebroadcast and PA is located on the amplifier.

10. PROGRAMMING SOFTWARE FORMAT

10.1 PathFinder programming software shall be available at www.fedsig.com.

10.2 Configured programs may be extracted, modified, and stored for ease of service and re- use.

10.3 A USB connection at the back of the PathFinder shall provide connection to a computer for programmed software functions. Programming does not require disassembling or removing any hardware from the vehicle.

11. WARRANTY

11.1 Warranty shall be six years parts and six-year labor coverage.

12. PRODUCT REFERENCE

12.1 The siren shall be manufactured in University Park, IL USA by the Federal Signal Corporation, model PF200 - PathFinder siren.

Additional Lighting Packages:

The Mississippi Department of Public Safety would also like to obtain pricing on the following equipment packages, utilizing the same technologies as employed with the above listed lightbar- specifically Pathfinder (PF200 self-contained, PF200R remote version, PF200H handheld version) OBDII Interface utilizing convergence network/FS Join/ Convergence Network capable

Package #1 – Marked Chevrolet Tahoe or desired vehicle type-Valor

1. Federal Signal Valor Light Bar with low hook mounting kit
 - a. Model VALR51J-P2L Blue/White or desired LED color
 - b. Low Profile Non-Linear “V” shape
 - c. 51” Length
 - d. Serviceable without removal from the roof
 - e. Five Year Warranty
2. Pathfinder Siren Controller
 - a. Model PF200
 - b. 100/200 watt siren with PA and noise cancelling microphone
 - c. Integrated dual tone capability
 - d. Programmable timer feature
 - e. Horn ring transfer feature
 - f. Convergence Network Configurable
 - g. Standard digital voice messages available in English or Spanish
 - h. OBD Vehicle Interface cable
 - i. Five Year Warranty
3. 2- Dynamax / ES100C speakers OR 1 Dynamax Siren Speaker with Optional Rumbler
 - a. Siren compact high output. Class A 100 Watt Speaker
 - b. Universal mounting brackets
 - c. Two Year Warranty

Package #2 – Marked Chevrolet Tahoe or desired vehicle type-Integrity

1. Federal Signal Integrity Light Bar with low hook mounting kit
 - a. Model INTG51J-P2L Blue/White or desired LED color
 - b. 51” Length- low profile
 - c. Serviceable without removal from the roof
 - d. Five Year Warranty

2.Pathfinder Siren Controller

- a. Model PF200
- b. 100/200 watt siren with PA and noise cancelling microphone
- c. Integrated dual tone capability
- d. Programmable timer feature
- e. Horn ring transfer feature
- f. Convergence Network Configurable
- g. Standard digital voice messages available in English or Spanish
- h. OBD Vehicle Interface cable
- i. Five Year Warranty

3. 2 -Dynamix / ES100C speakers OR 1 Dynamax Siren Speaker with Optional Rumbler

- a. Siren compact high output. Class A 100 Watt Speaker
- b. Universal mounting brackets
- c. Two Year Warranty

Package #3 – Marked Chevrolet Tahoe or desired vehicle type-Allegiant

- 1. Federal Signal Allegiant Light Bar with low hook mounting kit
 - a. Model ALGT53J-P2LC Blue/White or desired LED color
 - b. 53” Length – low profile – Black/Clear or Colored top as a no cost option
 - c. Serviceable without removal from the roof
 - d. Five Year Warranty

2.Pathfinder Siren Controller

- a. Model PF200
- b. 100/200 watt siren with PA and noise cancelling microphone
- c. Integrated dual tone capability
- d. Programmable timer feature
- e. Horn ring transfer feature
- f. Convergence Network Configurable
- g. Standard digital voice message available in English or Spanish
- h. OBD Vehicle Interface cable
- i. Five Year Warranty

3. 2- Dynamax / ES100C speakers OR 1 Dynamax Siren Speaker with Optional Rumbler

- a. Siren compact high output. Class A 100 Watt Speaker
- b. Universal mounting brackets
- c. Two Year Warranty

Package #4 – Marked Chevrolet Tahoe or desired vehicle type-Valor

- a. Federal Signal Valor Light Bar with low hook mounting kit
- b. Model VALR44J-P2L Blue/White or desired LED color
- c. Low Profile Non-Linear “V” shape
- d. 44” Length
- e. Serviceable without removal from the roof
- f. Five Year Warranty

2. Pathfinder Siren Controller

- a. Model PF200
 - b. 100/200 watt siren with PA and noise cancelling microphone
 - c. Integrated dual tone capability
 - d. Programmable timer feature
 - e. Horn ring transfer feature
 - f. Convergence Network Configurable
 - g. Standard digital voice messages available in English or Spanish
 - h. OBD Vehicle Interface cable
 - i. Five Year Warranty
3. 2- Dynamax / ES100C speakers OR 1 Dynamax Siren Speaker with Optional Rumbler
- a. Siren compact high output. Class A 100 Watt Speaker
 - b. Universal mounting brackets
 - c. Two Year Warranty

Package #5– Un-Marked Chevrolet Tahoe or desired vehicle type-ILS SpectraLux Center Focused interior light system

- 1. Federal Signal SpectraLux ILS Low Profile Center focused visor light bar
 - a. Model SIFMJS – TRI COLOR Blue/Red/White or desired LED color
 - b. Vehicle Specific shrouds to prevent flashback
 - c. Slim internal mount system
 - d. Split Driver/Passenger side front headliner mounted
 - e. Convergence network for plug n play installation
 - f. Five Year Warranty
- 2. Pathfinder Siren Controller with Handheld or Remote surface mount controller
 - a. Pathfinder Siren Controller
 - b. Model PF200H or PF200R
 - c. 100/200 watt siren with PA and noise cancelling microphone
 - d. Integrated dual tone capability
 - e. Programmable timer feature
 - f. Horn ring transfer feature
 - g. Convergence Network Configurable
 - h. Standard digital voice messages available in English or Spanish
 - i. OBD Vehicle Interface Cable
 - j. Five Year Warranty
- 3. 2- Dynamax / ES100C speakers OR 1 Dynamax Siren Speaker with Optional Rumbler
 - a. Siren compact high output. Class A 100 Watt Speaker
 - b. Universal mounting brackets
 - c. Two Year Warranty

Bid File No: 3160006569
Bid Opening Time: 10:00 A.M.

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY

(Bid Form page 1 of 2)

INVITATION TO BID

Federal Signal Police Valor –
low profile non-linear light bars
Commodity or Equipment

Bid File No: 24-12 (3160006569)

Bid Opening Time: 10:00 a.m. CST

Friday, May 31, 2024
Bid Opening Date

Description	Quantity	Unit Price
43.7 Inch Model	1	
51.3 Inch Model	1	
Additional lighting Packages #1 Chevrolet Tahoe - Valor Model: VALR51J-P2L	1	
Additional lighting Packages #2 Chevrolet Tahoe- Integrity Model: INTG51J-P2L	1	
Additional lighting Packages #3 Chevrolet Tahoe- Allegiant Model: ALGT53J-P2LC	1	
Additional lighting Packages #4 Chevrolet Tahoe- Valor Model: VALR44J-P2L	1	
Additional lighting Packages #5 Chevrolet Tahoe-ILS SpectraLux Model: SIFMJS	1	
Grand Total		

Bid Form Page 2 of 2

Bidder Information (Please complete ALL Sections Below)

BIDDER INFORMATION (Please Complete ALL Sections Below)

Company Name: _____

Company Address: _____

Telephone Number: _____ **Fax Number** _____

Email: _____

Company Representative Name (Print): _____

Company Representative Signature: _____ **Date:** _____

(Authorized Company Representative Signatures)

GENERAL CONDITIONS

1. PREPARATION OF BIDS

- 1.1 Failure to examine any samples, drawings, specifications, and instructions will be at bidder's risk.
- 1.2 Price each item separately. Unit prices shall be shown. Bid prices must be net.
- 1.3 All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid.
- 1.4 Brand Names: Any reference to brand names and numbers in the Invitation for Bids is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brands. Unless the bidder specifies otherwise in his bid, it is understood that the bidder is offering a referenced brand item as specified in the Invitation for Bids. The MS Department of Public Safety reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name referenced, and the MS Department of Public Safety may require a bidder offering a substitute to supply additional descriptive material and a sample. When merchandise received from a successful bidder is not considered to be an equal by the requisitioned, it will be returned to the vendor, at the vendor's expense.
- 1.5 Specification: It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor.
- 1.6 Information and Descriptive Literature: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be applicable, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.
- 1.7 Samples: Samples of items, when requested, must be furnished free of expense, and if not destroyed in testing will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, State of Mississippi commodity number, bid number and item reference.
- 1.8 Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

2. FAILURE TO BID

2.1 Failure to submit a response to four consecutive bid invitations on any item within a class may cause the MS Department of Public Safety to discontinue sending bid invitations to your company for that particular class/item.

3. SUBMISSION OF BIDS

3.1 Bids must be signed and sealed with bidder's name and address on outside of the enclosed envelope, and the time and date of the bid opening and the bid file number shown in the lower-left corner of the envelope.

3.2 Bids and modifications or corrections thereof received after the closing time specified will not be considered.

3.3 Only bids submitted on bid forms furnished by the MS Department of Public Safety or copies thereof will be considered. The name of person executing bid must be in longhand.

4. ACCEPTANCE OF BIDS

4.1 The MS Department of Public Safety reserves the right to reject any and all bids, to waive any informality in bids. If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the MS Department of Public Safety shall have 60 days to accept.

4.2 Only sealed bids will be accepted. Facsimile or electronic mail bids will not be accepted.

5. ERROR IN BID

5.1 In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

6. DISCOUNT PERIOD

6.1 Time in connection with discount offered will be computed from date of delivery at destination, or from the date correct invoices are received, if the latter date is later than the date of delivery. Cash discounts will not be considered in the award process.

7. AWARD

7.1 Purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the Invitation. Where more than one item is specified in the Invitation, the MS Department of Public Safety reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation for Bids, or as expressly provided in the MS Department of Public Safety's Invitation for Bids.

- 7.2 Unless the bidder specified otherwise in the bid, the MS Department of Public Safety may accept any item or group of items of any kind. The MS Department of Public Safety reserves the right to modify or cancel in whole or in part its Invitation for Bids.
- 7.3 A written purchase order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a purchase agreement without further action by either party. The purchase agreement shall not be assignable by the vendor in whole or in part without the written consent of the MS Department of Public Safety.

8. INSPECTION

- 8.1 Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the State of Mississippi or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price.

9. TAXES

- 9.1 The MS Department of Public Safety is exempt from Federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Exemption certificates will be furnished upon request. Contractors making improvements to, additions to or repair work on real property on behalf of the MS Department of Public Safety are liable for any applicable sales or use tax on purchase of tangible personal property for use in connection with the contracts. Contractors are likewise liable for any applicable use tax on tangible personal property furnished to them by the MS Department of Public Safety for use in connection with their contracts.

10. GIFTS, REBATE, GRATUITIES

- 10.1 Acceptance of gifts from contractors is prohibited. No officer or employee of the MS Department of Public Safety, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any purchase agreement for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation for future rewards or compensation.
- 10.2 Bidding by state employees is prohibited. It is hereby declared unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or

material, or similar commodity to the State of Mississippi during the tenure of his office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

11. BID INFORMATION

11.1 Bid files may be examined during normal working hours by bid participants. Those not participating will be prohibited from obtaining any information relative to the bid until the official award has been made.

12. DEFINITIONS

12.1 The use of the word agency in any Bid Invitation solicitation or specification shall be intended to mean state agencies only. The words governing authority when used in any of the above documents shall be intended as meaning county or local entities.

13. GENERAL CONDITIONS REFERENCE

13.1 This bid shall be made, and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions, the Instructions and special Conditions shall take precedence.

14. COMPETITION

14.1 There are no Federal or State Laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as the State is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

15. WAIVER

15.1 The MS Department of Public Safety reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

16. CANCELLATION

16.1 The Procurement Officer of the MS Department of Public Safety may, when the interests of the State so require, terminate this agreement in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the agreement terminated and when termination becomes effective.

Any item award may be canceled for cause by either party with the giving of 30 days written notice of intent to cancel. Cause for the State to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the purchase agreement; or failure to perform to the terms of the purchase agreement. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the State does not relieve the Contractor of any liability arising out of a default or nonperformance.

If an award is canceled due to a request for increase in prices or failure to perform, that vendor shall be removed from the Qualified Bidders List for a period of 24 months. At the end of 24 months, it shall be the bidder's responsibility to notify the MS Department of Public Safety in writing requesting to be placed back on the bidder's list. Cause for the vendor to cancel shall include but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

17. SUBSTITUTIONS REGARDING PURCHASE AGREEMENT

17.1 If adequate documentation is provided that supports the claim that the item(s) are not available, then items which meet the minimum specifications may be substituted if approved by the MS Department of Public Safety and are deemed to be in the best interest of the State.

18. ADDENDA

18.1 Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the (3) three-day period prior to the bid opening, the bid date will be reset to a date not less than (5) five working days after the date of the addendum, giving bidders ample time to answer the addendum. When replying to a bid request on which an addendum has been issued, and the specifications require acknowledgement, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.

19. ALTERNATE BIDS

19.1 Alternate bids unless specifically requested will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specification. A firm or vendor found to repeatedly offer alternates in an attempt to obtain a bid award on the basis of pricing only will be removed from the Qualified Bidders List for a period of not less than 24 months.

20. SPECIFICATION CLARIFICATION

20.1 It shall be incumbent upon all bidders to understand the provisions of the specification and to obtain clarification prior to the time and date set for the bid opening. Such clarification may be answered only in response to a written request.

21. BID PROCEEDINGS

21.1 Bid openings will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening. All bidders are invited and encouraged to attend the bid opening to review the submitted bids. After the close of the bid opening, the bids will be considered to be in the evaluation process and will not be available for review by bidders.

22. FIRM BID PRICE

22.1 Prices quoted shall be firm except that the State shall receive the benefit of any price decrease in excess of five (5) percent. The contractor must provide written price reduction information within ten (10) days of its effective date.

23. ASSIGNMENT

23.1 The Contractor shall not assign or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the MS Department of Public Safety.

24. SUSPENSION AND DEBARMENT

24.1 By responding to the Invitation to Bid, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in any federal, state or local government bidding and/or purchase agreements.

25. FORCE MAJEURE

25.1 If the MS Department of Public Safety is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids/proposals at the advertised date and time, all bids/proposals received shall be publicly opened and read aloud on the next business day that the MS Department of Public Safety shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid/proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids/proposals shall be received by the MS Department of Public Safety until the new date and time of the bid opening as set forth herein. The MS Department of Public Safety shall not be held responsible for the receipt of any

bids/proposals for which the delivery was attempted and failed due to the closure of the MS Department of Public Safety as a result of a Force Majeure Event. Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid/proposal by the MS Department of Public Safety prior to the new date and time of the bid opening.

26. PAYMODE

- 26.1 The State of Mississippi, Department of Finance and Administration (DFA), requires new vendors to register for electronic payment via the State's e-payment and remittance channel. These requirements are outlined in DFA's Administrative Rule - [Mandatory E-Payments to Vendors](#) , effective July 1, 2006.

The State's current processor for e-payments and remittance to vendors is Bank of America. The product used is PayMode®. Enrollment in PayMode is simple, takes less than 10 minutes to initiate, and can be easily completed online at <http://portal.paymode.com/ms/>. Vendors who require personal assistance can call Bank of America toll-free at 1-866-252-7366.

Payments by state agencies using the **Mississippi's Accountability System for Government Information and Collaboration** (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

27. E-VERIFY COMPLIANCE

- 27.1** E-Verify Compliance: Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right

to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH ALL THE CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS DEPARTMENT WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL VENDORS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

THE MS DEPARTMENT OF PUBLIC SAFETY ALSO RESERVES THE RIGHT TO REJECT ANY/ALL BIDS AND TO WAIVE ANY/ALL INFORMALITIES.