

MS Department of Public Safety

Invitation for Bid KA - Band Radars

Purpose: The purpose of this Invitation for Bid is to establish a contract for the purchasing of KA - Band Radars.

Bid Opening: Bid(s) will be opened publicly, Wednesday, **December 21, 2022, at 10:00 a.m.**, Central Standard Time, in the Procurement Department, 4th Floor, Room 402, 1900 East Woodrow Wilson Avenue, Jackson, MS 39216. or by electronic bid submission.

Instructions to Bidders:

All vendors must be registered with the State of Mississippi. If not registered, please go to <http://www.mmrs.state.ms.us/vendors/index.shtml> to register your company and receive a supplier number. Once on the website, click on "Supplier (Vendor) Self-Service". Then click on "[State of Mississippi Supplier Registration](#)". If you need instructions on how to register, click on the supplier training tab.

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, December 21, 2022, 2:00 p.m., Local Time. 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:

*MS Department of Public Safety
Procurement Department
4th Floor, Room 402
Bid # 3160005578
KA-Band Radars
1900 East Woodrow Wilson Avenue
Jackson, MS 39216*

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 logging onto the Mississippi Management and Reporting System website at www.mmrs.state.ms.us/vendors/index.shtml, next, click on "Supplier Training" and last, select the LOG820 Supplier Self-Service Course link and then "Launch Course."

If you are having problems submitting your bid electronically, please contact the MAGIC Support Center at 601-359-1343 or email at mash@dfa.state.ms.us.

If you have any questions regarding this invitation for bid, 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.

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 bids will not be accepted.

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:

The estimated total number of KA-Band Radars to be purchased is 100. The exact total number that will be ordered is not known.

Please note 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 rather a lack of future purchasing information.

Firm Bid Price:

Price quoted shall be firm for the first twelve (12) months of the contract. Contract may be extended for one additional year provided there is no increase in cost and no changes in terms, and based on success and performance of winning Manufacturer, and or Radar. Decreases in price of radar units of five (5%) percent or greater shall be passed along during any contract period. Any increase in price shall void this contract.

Term & Renewal of Contract:

The term of the contract shall be for a period of twelve (12) months; and upon mutual agreement by both parties, the successful bidder shall have an option to renewal up to four (4) additional twelve (12) months. The effective date is expected to be June 1, 2023. During the contract period any reduction in price of radar units of five (5%) or greater must be passed on to the MS Department of Public Safety at time of purchase. Any increase in price during the contract period will void this contract.

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: Factors to be considered, in determining the lowest and best bid or bids, include conformity with specifications and responsibility of the bidder. 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. Since bid is being awarded to lowest and best bid, Bidder must bid on all items. Failure to bid on all items will cause for rejection of 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 meeting specifications.

Delivery: F.O.B. destination freight prepaid by successful bidder to the MS Department of Public Safety Highway Safety Patrol, 3893 Highway 468 West, Pearl, MS 39208 during normal business days, between the hours 8:00a.m. to 5:00 p.m., central time, except all observed state holidays. If delivery date falls on a holiday or weekend, delivery will be made on the following business day.

Radars must be delivered before or no later than 30 working days from date of order

Notes: It is the intent of the specifications 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 for Bid packet and to notify the Procurement Department of the MS Department of Public Safety if the Specifications, 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:	November 28, 2022
First Publication	November 28,2022
Second Publication	December 5,2022
Bidder submission deadline	December 21,2022
Opening Date and Time	December 21 at 10:00 A.M.
Intent to Award	January 4,2023
Submission date to obtain approval in MAGIC (Pending cost goes over \$500,000 then approval required by Public Procurement Review Board - PPRB estimated meeting February 2023)	January 4, 2023

MS DEPARTMENT OF PUBLIC SAFETY

SPECIFICATIONS

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

Scope: These specifications are intended to describe the technical specifications for the purchasing of KA-Band Radars.

1. The vendor must be certified as an ISO 9001 manufacturer and fully comply with the 2014 Made In America Act. Manufacturers whose products manufactured outside the United States will not be considered.
2. The unit shall be designed for convenient use by law enforcement agencies to accurately measure the speed of motor vehicles while operating from a stationary or moving patrol vehicle. The traffic radar unit shall be tested and listed on the International Association of Chiefs of Police's Conforming Products List (CPL). The unit shall have an accuracy of ± 1 mph when in stationary mode and ± 2 mph when in moving mode opposite and same direction modes.
3. The radar shall be comprised of: a computer/counting unit, readout unit, two (2) antennas and a handheld remote control unit capable of being used as either a wireless or wired unit. It must be capable of being operated in either mph or kph. Each counting/display unit shall have a Digital Signal Processor (DSP) to control the unit, count the input speeds from the antenna and control all other functions. Units using a microprocessor and calling it a Digital Speed Processor will not be considered.
4. The counting/display unit shall be capable of being separated and small enough to be mounted on the dash of the patrol vehicle or mounted in the center console radio rack.
5. The antenna shall be no larger than 2.5" in diameter, 4.6" in length. The front antenna cable shall be 8' in length and the rear antenna cable shall be 16' in length.
6. The remote control shall have the ability to operate as a wireless (using IR technology) or a wired remote. The remote control must be capable of easily being changed in the field from wireless to wired. When operated as a wireless remote control it must operate on alkaline (AAA) or (AA) batteries.

7. The readout unit shall have the capability to automatically dim the display windows and perform functional tests of the display segments and internal circuits. The readout unit will also have three display windows, one for patrol, one for target and one for locked speed. The Target window must be Amber in color, the Fast/Lock window red in color and the Patrol window green in color. Units that provide only one color of displays will not be considered. There also will be an LED or alpha indication designated in one of the display windows for low voltage and radio interference (rfi). During low voltage or rfi conditions the radar shall not display any active speed indication. Digital Signal Processing (DSP) technology will be utilized in the unit. The radar must be capable of field upgrades to software to allow new or additional features.
8. The counting/display unit shall have the ability to monitor target vehicles either approaching or going away from the radar unit while in stationary mode. In the moving mode, the unit must be capable of monitoring and displaying the speed of on-coming vehicles and have a mode that allows the operator to track vehicles traveling in the same direction as the patrol vehicle.
9. In the stationary mode, the unit must be capable of displaying the strongest and the highest speed target in range of the radar unit. Radar units displaying only the strongest and next stronger, faster targets will not be considered. The unit shall have a minimum target speed of 12 mph to at least 200 mph.
10. In the moving mode, opposite direction, the unit must be capable of displaying the patrol speed from 5 mph to over 130 mph and tracking both the strongest and highest speed target vehicles to a maximum combined speed of 200 mph. Radar units displaying only the strongest and next stronger, faster targets will not be considered.
11. In the moving mode, same direction, the unit must be capable of displaying a same direction target traveling either faster or slower than the patrol vehicle without any input from the operator. The unit must be capable of monitoring same direction vehicles that are at least 3 mph different in speed to a maximum of 70% of patrol speed difference in speed.
12. The radar unit shall have the ability to communicate with a computer, in-car video system or other electronic devices within the patrol vehicle through a communications port.
13. The radar unit shall have a power switch on the front panel. All other function switches for the unit shall be contained on the remote control to

reduce the overall size of the display while allowing for the largest display size available.

14. The radar unit shall have a Doppler audio function. The speaker shall be mounted in either the counting unit or display. The pitch of the audio shall correlate directly with the speed of the target vehicle. The pitch/tone shall increase as the speed of the target vehicle increases.
15. Each antenna shall operate in the KA-Band frequency range of 33.4 GHz to 36.0 GHz, with a tolerance over the operating range of -22°F to +140°F of ± 0.1 GHz. The antenna shall have a connector on the rear of the housing but also be capable of being ordered with the connector on the side of the unit to provide a 90° outlet connector.
16. The antenna shall provide a digital communications with the counting/display unit to prevent ambient EMI and RFI noise from creating false speeds in the radar unit. Units that provide an analog output going to the counting/display unit will not be considered.
17. Each antenna shall contain a double balanced mixer diode to better eliminate noise and increase targeting range. The beam width shall be no greater than 13° when measured at the half-power point and have any side lobe and rear lobe radiation reduced by -24 dB from the main lobe. Each antenna must meet the FCC Part 90 requirements.
18. The counting/display unit must be capable of operating from 9 VDC to 16 VDC and be reverse voltage protected. The unit must have a replaceable fuse or internal, resettable fuse protection for over current conditions. The unit must also have a means of protection from over voltage conditions that may exist in a police vehicle.
19. The manufacturer must provide two (2) certified tuning forks to be used for testing of the radar unit. Each fork must have an individualized serial number and be stamped with the frequency band of operation.
20. The radar unit shall have the ability to connect to the OBD II diagnostic port in every patrol vehicle to obtain +12 volts DC, ground and VSS (Vehicle Speed Sensor) information to direct the unit where to look for proper patrol speed. VSS cable must be provided. This eliminates combining, shadowing, splitting speeds and other anomalies of moving mode radar. Units that use the VSS information as patrol speed will not be considered. The successful vendor must also have available, as an option, a hardwired VSS solution as well. Units that do not provide or have a VSS port will not be considered.

21. The successful bidder shall provide a technical service factory class room environment training program at no additional cost to the MS Department of Public Safety. The program shall be technical in nature but must include sufficient hands-on instruction on the operational aspects for the radar unit that is being bid. These must be experienced instructor(s) and familiar with the operating characteristics and repair/maintenance of the radar unit.
22. The successful bidder shall provide a product training program to the MS Department of Public Safety. This includes proper setup, testing and operation of the radar unit bid.
23. The successful bidder will be required to provide a list of any and all test equipment recommended for servicing the radar unit by the MS Department of Public Safety maintenance group.
24. The successful bidder shall provide one (1) Operator's Manual with each unit and three (3) technical service manuals per order to the MS Department of Public Safety. These manuals must contain a complete parts list of all replacement parts in the radar unit. The successful bidder shall provide schematics for the radar unit being purchased.
25. **WARRANTY:** The manufacturer shall be responsible for: all parts, and repair costs, at the factory, incurred as a result of warranty requirements for a warranty period of at least 36 months from the date the radar is put into service. All repairs under warranty shall be performed at the factory. All shipping charges to and from the factory will be the responsibility of the Manufacturer.
26. All Antenna Mounting Brackets will be metal (not plastic). The front antenna bracket shall be designed for windshield mounting, and the rear bracket shall be designed for mounting to the rear deck of the car.
27. All cables shall be shielded and in the lengths specified above.
28. The lowest bidder must provide a sample KA-Band Radar to be approved and tested by the MS Department of Public Safety within (5) working days after the bid opening. If the sample KA-Band Radar does not meet the specifications, then MDPS will contact the next lower bidder to obtain a sample KA-Band Radar system.
29. Bidder must supply at least three (3) references and locations of purchasers of at least fifty (50) units of this type within the last three (3) years if requested by the Department of Public Safety / Highway Patrol.

MS DEPARTMENT OF PUBLIC SAFETY

KA-Band Radars
Commodity or Equipment

Bid File No: 3160005578
Bid Opening Time: 10:00 a.m.

December 21, 2022
Bid Opening Date

SECTION I

BID FORM

Bidders must utilize this Bid Form when bidding on the item(s). Bidder must complete all 3 sections.

KA-Band Radar

<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Price</u>
1	EA	KA-Band Radar	\$ _____

Brand and Model Number _____

If you would like to extend this price to all agencies, State, Counties, and municipalities in the State of Mississippi, please indicate by checking (Y) for YES or the (N) for NO below.

Y _____ N _____

SECTION II

BIDDER INFORMATION

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Email: _____

Company Representative Name (Print): _____

Company Representative Signature: _____ Date: _____
(Authorized Company Representative Signature)

SECTION III

REFERENCE REQUIREMENTS

(Bidder must supply at least three (3) references and locations of purchasers of at least fifty (50) units of this type within the last three years.)

Reference # 1

Company Name: _____

Company Address: _____

Telephone Number: _____

Company Contact Representative Name: _____

Reference # 2

Company Name: _____

Company Address: _____

Telephone Number: _____

Company Contact Representative Name: _____

Reference # 3

Company Name: _____

Company Address: _____

Telephone Number: _____

Company Contact Representative Name: _____

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 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 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 is 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 right 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 Statewide Automated Accounting System (SAAS) 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 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.