



Amendment #1

Therapeutic Placement and Treatment Services

IFB No. 2025TPTS002

RFx No. **3160007270**

Revised Deadline & Additional Clauses

Number	Section	Revision
1.	Deadline to Submit Bids	The deadline has been changed to April 29, 2025, 10:00 AM CST.
2.	1.9. Type of Contract	Contract rights do not vest in any party until a contract is legally executed. MDCPS is under no obligation to award a contract following the issuance of this solicitation.
3.	1.9.4 Price Adjustment to Account for Inflation	<u>Price Adjustment</u> - If, during the term of this agreement, the cost of goods, labor, or materials increases by more than [5%], the price shall be renegotiated to reflect the actual cost increase. The Contractor shall provide a market analysis regarding the viability of the original bid rates and rates the Contractor contends would not be viable under the current market conditions. The Contractor shall also provide any other support for the request for a price adjustment required by MDCPS. MDCPS has the sole discretion to determine whether a price adjustment will be allowed, the amount of the price adjustment, and the duration of the price adjustment. Any price adjustments shall be made in good faith and will take effect upon or after board approval. In no event shall this price adjustment constitute a guarantee of minimum payment. Payment will only be made for services rendered on an as-needed basis by MDCPS. No price adjustment will be allowed other than as described in this paragraph.
4.	Attachment L page 42, number 29	<u>No Limitation of Liability.</u> Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.
5.	Attachment L page 42, number 30	<u>Property Rights (for the contract).</u> Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor

		has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the MDCPS may terminate this contract at any time for its own convenience.
6.	Attachment L page 42, number 31	<p><u>Representation Regarding Gratuities.</u></p> <p>Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDPCS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MDCPS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.</p>
7.	Attachment L page 42, number 32	<p><u>Required Public Records and Transparency.</u> Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov [transparency.ms.gov] and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDCPS and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.</p>

Please acknowledge receipt of Amendment One by completing and returning the Acknowledgement of Amendment Form (Attachment H) with your bid package no later than April 29, 2025, at 10:00 AM Central Time.