

INVITATION FOR BIDS

IFB Number: 3160003962

Provide Forensics Testing Services for MSFL

CLOSING LOCATION

Mississippi Department of Public Safety, Procurement Department
1900 E. Woodrow Wilson Boulevard, 4th Floor, Room 402,
Jackson, MS 39216

BID COORDINATOR

Betsy Toles
Procurement Department

Telephone: 601-987-1467 or 601-987-1305

Fax: 601-987-1442

E-mail: btoles@dps.ms.gov or stoaster@dps.ms.gov

CLOSING DATE AND TIME

Bids must be received by 10:00 A.M., December 4, 2020

SECTION 1

1.1 Bid Acceptance Period

The original and 1 copy of the bid, 2 copies total, shall be signed and submitted in a sealed envelope or package to Betsy Toles or Sonya Toaster, Mississippi Department of Public Safety, Procurement Department, 4th Floor, Room 402, 1900 East Woodrow Wilson Boulevard, Jackson, MS 39216 no later than the time and date specified for receipt of bids. Timely submission of the bid is the responsibility of the bidder. Bids received after the specified time shall remain sealed, unopened and be maintained as a part of the procurement file. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by Procurement. Each page of the bid and all attachments shall be identified with the name of the bidder. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. The Mississippi Department of Public Safety (MDPS) reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the MDPS may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.1.1 Timeline

Task	Date
Advertisement Dates for IFB	October 30, 2020; November 6, 2020
Receive Questions & Answers for Clarification Dates	Starting 8:00 a.m., Friday, October 30, 2020 to Friday, November 13, 2020 at 5:00 p.m. Please email questions to btoles@dps.ms.gov or stoaster@dps.ms.gov
Respond in Writing to Clarification	Tuesday, November 17, 2020
Bid Submission Deadline	No later than 10:00 a.m., Friday, December 4, 2020
Anticipated Bid Opening	December 4, 2020 or later
Anticipated Intent to award Notification Date:	December 11, 2020
Anticipated Post-Award Debriefing Request Deadline:	December 18, 2020
Anticipated Protest Deadline:	December 23, 2020

Note: MDPS reserves the right to adjust the Procurement Schedule as it deems necessary.

1.1.2 1.1.2 Late Submissions

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth ^(5th) calendar day before the date specified for receipt of bids. It must be determined by the MS Department of Public Safety that the late receipt was due solely to mishandling by the MS Department of Public Safety after receipt at the specified address

The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

1.2 Expenses Incurred Preparing Bid

The MDPS accepts no responsibility for any expense incurred by the bidder in the preparation and presentations of a bid. Such expenses shall be borne exclusively by the bidder.

1.3 Bid

All pricing must be submitted on the bid (**Attachment B**). Failure to complete and/or sign the bid may result in the bidder being determined nonresponsive.

1.3.1 Bidder Certification

The bidder agrees that submission of a signed bid is certification that the bidder will accept an award made to it as a result of the submission

1.4 Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5 Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

1.6 Additional Information

Questions about this contract portions of the procurement document must be submitted in writing to Betsy Toles or Sonya Toaster at btoles@dps.ms.gov or stoaster@dps.ms.gov. Questions concerning the technical portions of the procurement document should be directed to Betsy Toles or Sonya Toaster at btoles@dps.ms.gov or stoaster@dps.ms.gov. Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of the bid document shall be relied upon unless subsequently ratified by a formal written amendment to the bid document.

Questions, requests for clarification, and answers will be published on the Department of Public Safety website www.dps.ms.gov in a manner that all bidders will be able to view by the date and time reflected in Section 1.1.1.

1.8 Type of Contract

Compensation for services will be in the form of a firm fixed-price agreement.

1.9 Written Bid

All bids shall be in writing.

1.10 Acknowledge of Amendments

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgement must be received by the MS Dept. of Public Safety by the time and at the place specified for receipt of bids.

SECTION 2

2.1 Purpose

The MDPS is seeking to establish a contract for forensics testing services for MSFL.

It is understood that any contract resulting from 3160003962 requires approval by the Public Procurement Review Board. If any contract resulting from 3160003962 is not approved by the Public Procurement Review Board, it is void and no payment shall be made.

2.2 Specifications

Bid Specifications for the procurement of customized testing and reporting services of biological samples.

The Mississippi Crime Laboratory is requesting proposals to procure customized testing and reporting services for forensic drug testing in ante and post mortem human biological samples on behalf of the State. MSCL will select one vendor to award the contract to provide customized testing and reporting services.

There will be approximately 2,500 subjects. The samples tested will consist mainly of blood in gray top tubes. There will be urine, vitreous fluid and other body tissues submitted on lesser occasions.

Bid Specifications and Vendor Requirement

The minimum vendor laboratory licensure requirements are CLIA and CAP.

1. Vendor shall hold and maintain ISO 17025:2017 accreditation by ANAB and ABFT accreditation in the discipline of Postmortem Toxicology, which is in alignment with the Mississippi Forensics Laboratory accreditation requirements.
2. Vendor shall hold and maintain ANAB ISO 17025:2017 accreditation in the discipline of Seized Drugs and hold/maintain licensure by the U.S Drug Enforcement Administration. Vendor must be able to accommodate drug identification backlogs as well as on-going submission of samples. This shall include the ability to differentiate between hemp and marijuana through quantitation for botanicals, waxes, oils, tinctures, and edibles. The ability to quantitate other drug compounds.
3. Vendor laboratory shall provide an example of an existing panel that triggers/reflexes to other testing to a different matrix for metabolites to demonstrate their testing flexibility.
4. Vendor shall participate in external Proficiency Testing Programs – CAP etc.
5. The vendor laboratory shall conduct in-house Proficiency Testing and Quality Assurance Programs, with ability to present documentation upon demand.
6. All forensic testing services to be performed on site at the Contractor’s laboratory facilities. Vendor laboratory shall not utilize a subcontractor for toxicology testing.
7. Vendor laboratory shall maintain an extensive surveillance library of novel psychoactive substances containing at least forty (40) compounds that is routinely updated, minimally twice per year.
8. The contractor shall not subcontract and will perform all work with their own personnel and equipment, unless expressly written in the response to bid.
9. Laboratory Director must be ABFT certified – laboratory must have a minimum of one additional ABFT certified toxicologist to provide expert services and back up.
10. Vendor shall employ on staff multiple, minimum of four, full time ABFT board-certified Toxicologists with active membership in relevant professional organizations working on the premises of the laboratory a minimum of 90% of time. This provision offers multiple Toxicologists available to address client inquiries, provide back up to clients, ease of availability for consultation, scheduling of Expert Services support as needed and gives a broader pool of technical experience to support all customers.
11. Expert Witness Testimony available with experience in forensic toxicology cases.
12. Vendor shall have historical proof of operational capacity to handle a minimum of 5,000 postmortem toxicology cases per month per month, or 12,500 forensic samples per month.

13. Vendor shall have historical proof of operational capacity to handle a minimum of 2,500 drug identification exhibits per month or 30,000 exhibits per year. This may reflect multiple laboratories within the accredited system.
14. No cancelled contracts for performance.
15. Vendor shall provide 24/7 Hotline for Public Health and Safety emergencies where Toxicology testing and/or consultation may be required.
16. Vendor has active integrations with JusticeTrax and other LIMS systems for report delivery to forensic clients.
17. Complete list of compounds included in routine toxicology panels – used to compare the scope of testing offered by prospective vendors to include limits of reporting for each compound.
18. Must have a documentable record of ability to handle routine and nonroutine specimens
 - Fluids – blood, serum, plasma, urine, vitreous, gastric, bile, hair
 - Solids – tissues, all solid organs, bone, injection sites, hair, nails, teeth, decomposed tissue, embalmed bodies, exhumed bodies, Insect Larvae
19. Result Reporting - require submission of an example of reports with bid response.
20. Complete Internal Chain of Custody – confirmed by laboratory site inspection if desired by bidder.
21. Standard Operating Procedures – the laboratory should have documented SOP's available to support specimen handling, analytical procedures, Quality Control procedures and maintenance records of analytical instrumentation.
22. Specimen Storage – the laboratory must secure and maintain the specimen for a period of one (1) year in such a manner to prevent contamination and degradation. The laboratory must be willing to work with third parties (attorneys, etc.) to extend the storage period at the third party's expense with required and approved written authorization.
23. Confidentiality – the contractor will be required to use reasonable care to protect the confidentiality of the clients.
24. Non-Biological Testing capabilities – Seized Drugs analysis with ANAB ISO 17025:2017 accreditation and DEA licensure. Ability to differentiate between hemp and marijuana through quantitation for botanicals, waxes, oils, tinctures, and edibles. The ability to quantitate other drug compounds.
25. True forensic testing – utilization two different analytical techniques or analysis performed by similar analytical methods on two separate specimen aliquots.
26. Vendor must supply – collection kits specific for forensic cases, chain of custody forms, preprinted requisition forms, shipping packaging and labels.
27. Require current directory or on-line Test Catalog of comprehensive scope of tests available.

28. Vendor shall provide an annual positivity report that will be reviewed with a toxicologist/certifying scientist.

Analytical Capabilities

- Immunoassay
- Thin Layer Chromatography
- Gas and Liquid Chromatography with multiple detectors (GC/NPD, GC/FID, GC/MS, • •
- HPLC/UV, HPLC/Fluorescence, HPLC/EC, HPLC/EC, HPLC/DAD)
- ICP/MS – one shot broad screening for metals and metalloids (approximately 72 elements)
- GC/MS
- LC/MS
- LC/MS/MS
- LC/MS/TOF
- FTIR w/microscopy
- Ion Chromatography – required in forensic cases for cations and anions
- List specific compounds and reporting limits required for testing

Key

ANAB = ANSI National Accreditation

Board ABFT – American Board of Forensic

Toxicology NIDA – National Institute of

Drug Abuse

SAMHSA – Substance Abuse Mental Health Service

Administration HHS – Health and Human Services

SOFT – Society of Forensic Toxicology

DEA – U.S Drug Enforcement

Administration CAP – College of

American Pathology

FTIR – Fourier Transform Infrared

Spectrophotometry GC/MS – Gas

Chromatography/Mass Spectrometry HPLC –

High Performance Liquid Chromatography

LC/MS – Liquid Chromatography/Mass

Spectrometry TOF – Time of Flight

I. SERVICE AND SUPPLIES

REQUIREMENTS

The successful contractor MUST:

1. Agree to provide, at no charge, a reasonable amount of supplies for the collection and submission of specimens; to include specimen collection kits.
2. Agree to provide Federal Express shipping supplies (preprinted, pre-paid air bills and shipping packs) to facilitate Standard overnight delivery of specimens to the laboratory.
3. Agree to perform only those tests ordered.
4. Agree to provide laboratory results as follows:
 - Basic Postmortem Toxicology panel: 6-9 business days
 - Expanded Postmortem Toxicology Panel: 8-12 business days
 - Expanded with NPS Toxicology Panel: 10-15 business days
5. The Vendor shall provide the following testing:
 - Designer Drugs must include drugs listed on “List 1”
 - Drugs of Abuse must include drugs listed on “List 1”
 - DUI/DUID/DRE Toxicology must include drugs listed on “List 1”
 - Heavy Metals must include drugs listed on “List 4”
 - Post Mortem Toxicology must include drugs listed on “List 1”
 - Drug Facilitated Sexual Assault (must include drugs listed on “List 2”
 - Synthetic Cannabinoids must include drugs listed on “List 3”
 - Bath Salts must include drugs listed on “List 3”
6. Agree to provide services without regard to race, color, age, sex, national origin, religion, citizenship, disability, sexual orientation, or veteran status, or any other legally protected status.
7. Client support, expert services, and a toxicologist available daily to answer client questions via phone and/or email and support testimony needs.

8. The Vendor is required to procure professional liability coverage in the amount of \$1,000,000.00 per occurrence for each year of the contract and offer proof of such coverage.

LIST 1

Drugs to be detected in post mortem or DUI blood, urine or tissue

10-Hydroxycarbazepine
Acetaminophen
Acetohexamide
Acetone
Acetyl Fentanyl
Alfentanil
alpha-PVP
Amantadine
Amitriptyline
Amlodipine
Amobarbital
Amoxapine
Amphetamine
Antipyrine
Atomoxetine
Atropine
Barbital
Barbiturates
Bath Salts
Benzocaine
Benzodiazepines
Benzphetamine
Benztropine
Beta-Phenethylamine
Biperiden
Blood Alcohol Concentration (BAC)
Bromocriptine
Brompheniramine
Bupivacaine
Buprenorphine / Metabolite
Bupropion
Bupropion Metabolite
Buspirone
Butabarbital
Butalbital
Butorphanol
Butylone / Ethylone
BZP
Caffeine
Cannabinoids
Carbamazepine
Carbinoxamine
Carbon Monoxide
Carisoprodol

Chlorophene
Chlorpheniramine
Chlorpromazine
Chlorpropamide
Chlorzoxazone
Cinnamoylcocaine
Cinnarizine
Citalopram / Escitalopram
Clemastine
Clomipramine
Clonidine
Clotrimazole
Clozapine
Cocaine / Metabolites
Coniine
Cotinine
Cyanide
Cyclizine
Cyclobenzaprine
Cyproheptadine
Descarboethoxyloratadine
Desipramine
Desmethylcitalopram
Desmethylclomipramine
Desmethyldoxepin
Desmethylmianserin
Desmethylmirtazapine
Desmethylsertraline
Desmethylterbinafine
Desmethyltrimipramine
Dextro / Levo Methorphan
Dextrorphan / Levorphanol
Dibutylone
Dicyclomine
Diethylpropion
Diltiazem
Dimethyltryptamine
Diphenhydramine
Diphenoxylate
Disopyramide
Donepezil
Dothiepin
Doxapram
Doxepin
Doxylamine
Duloxetine
Duloxetine Breakdown Product

EDDP
EMDP
Ephedrine / Pseudoephedrine
Eslicarbazepine Acetate
Eszopiclone / Zopiclone Breakdown
Ethanol
Ethinamate
Ethosuximide
Ethotoin
Ethylecgonine
Ethylmorphine
Etomidate
Felbamate
Felodipine
Fentanyl
Flecainide
Fluconazole
Fluoxetine
Fluphenazine
Fluvoxamine
Gabapentin Breakdown Product
Galantamine
Glutethimide
Guaifenesin
Haloperidol
Hexobarbital
Hydroxybupropion
Hydroxychloroquine
Hydroxycotinine
Hydroxyzine
Ibuprofen
Imipramine
Isopropanol
Ketamine
Lacosamide
Lamotrigine
Laudanosine
Leucocrystal Violet
Levamisole
Levetiracetam
Levomilnacipran
Lidocaine
Loratadine
Lorcainide
Loxapine
Maprotiline
mCPP

MDA
MDEA
MDMA
Meclizine
Mefloquine
Memantine
Meperidine
Mephentermine
Mepivacaine
Meprobamate
Mescaline
Mesoridazine
Metaxalone
Methadone
Methamphetamine
Methanol
Methaqualone
Metharbital
Methocarbamol
Methotrimeprazine
Methoxetamine
Methsuximide
Methylphenidate
Methylprimidone
Metoclopramide
Metoprolol
Metronidazole
Mexiletine
Mianserin
Milnacipran
Mirtazapine
Molindone
Monoethylglycinexylidide (MEGX)
N-Acetylprocainamide
N-Desmethylselegiline
N-Ethyl Pentylone
Naproxen
Naproxen Breakdown Product
Nevirapine
Nicotine
Nifedipine
Norclozapine
Norcodeine
Norcyclobenzaprine
Norfentanyl
Norfluoxetine
Norhydroxyzine

Norketamine
Normeperidine
Normethsuximide
Noroxycodone
Norpropoxypheneamide
Norpseudoephedrine / Phenylpropanolamine
Nortriptyline
O-Desmethylvenlafaxine
Ondansetron
Opiates
Orphenadrine
Other Findings
Oxcarbazepine
Oxybutynin
Oxycodone / Oxymorphone
Oxymetazoline
Papaverine
Paroxetine
PEMA
Pentazocine
Pentobarbital
Pentoxifylline
Pergolide
Phenacetin
Phenazepam
Phencyclidine
Pheniramine
Phenobarbital
Phensuximide
Phentermine
Phenylbutazone
Phenylethylmalonamide (PEMA)
Phenyltoloxamine
Phenytoin
Piperazine Designer Drugs
Primidone
Procainamide
Procaine
Prochlorperazine
Procyclidine
Promazine
Promethazine
Propafenone
Propofol
Propoxyphene
Protriptyline
Pyrilamine

Pyrimethamine
Quetiapine
Quinidine
Quinine
Reboxetine
Ropinirole
Ropivacaine
Rufinamide
Salicylates
Scopolamine
Secobarbital
Sertraline
Strychnine
Sufentanil
Synthetic Opioids
Talbutal
Tamoxifen
Tapentadol
Terbinafine
Tetracaine
Tetrahydrozoline
TFMPP
Thenyldiamine
Theobromine
Theophylline
Thiopental
Thioridazine
Thiothixene
Ticlopidine
Tiletamine
Timolol
Tocainide
Topiramate Breakdown Product
Tramadol
Tramadol Metabolite
Trazodone
Trifluoperazine
Trihexyphenidyl
Trimethobenzamide
Trimethoprim
Trimipramine
Venlafaxine
Venlafaxine Metabolite
Verapamil
Xylazine
Yohimbine
Zaleplon

Zolazepam
Zolpidem
Zonisamide
Zotepine

LIST 2

Drugs to be detected in Sexual Assault Screen in blood or urine

1-Hydroxymiddazolam
10-Hydroxycarbazepine
11-Hydroxy Delta-9 THC
4-Bromo-2,5-Dimethoxyphenethylamine
4-Hydroxy-Tamoxifen
5-Methoxy-N N-Diisopropyltryptamine
6-Monoacetylmorphine-Free
7-Amino Clonazepam
7-Amino Flunitrazepam
7-Amino Nitrazepam
Acepromazine
Acetaminophen
Acetohexamide
Acetone
Alfentanil
Allobarbitol
Alpha-Hydroxyalprazolam
Alphenal
Alprazolam
Amantadine
Amitriptyline
Amlodipine
Amobarbital
Amoxapine
Amphetamine
Anabasine
Antipyrine
Aprobarbital
Atomoxetine
Atropine
Azatadine
BDB X
Barbital
Benzocaine
Benzoic Acid, 4 Amino-, Methyl Ester
Benzoyllecgonine
Benzphetamine
Benztropine
Biperiden
Bromocriptine
Bromodiphenhydramine
Brompheniramine
Bupivacaine
Buprenorphine-Free X

Buprenorphine-Total X
Buprenorphine/Metabolite
Bupropion
Bupropion Metabolite
Buspirone
Butabarbital
Butalbital
Butorphanol
Butorphanol-Free
Butorphanol-Total
Caffeine
Cannabinoids
Carbamazepine
Carbamazepine-10,11 Epoxide
Carbinoxamine
Carbromal
Carisoprodol
Cathine/Phenylpropanolamine
Cathinone
Cetirizine
Chlorcyclizine
Chlordiazepoxide
Chlormezanone
Chlorophene
Chlorpheniramine
Chlorphentermine
Chlorpromazine
Chlorpropamide
Chlorzoxazone
Cinnamoylcocaine
Cinnarizine
Cis-Thiothixene
Citalopram / Escitalopram
Clemastine
Clobazam
Clomipramine
Clonazepam
Clotrimazole
Clozapine
Cocaethylene
Cocaine
Cocaine / Metabolites X
Codeine-Free X
Codeine-Total X
Coniine
Cotinine
Cyclizine

Cyclobenzaprine
Cyproheptadine
Delta-9 Carboxy THC
Delta-9 THC X
Desalkyiflurazepam
Descarboethoxyloratadine
Desipramine
Desmethylcitalopram
Desmethylclomipramine
Desmethyldoxepin
Desmethylnianserin
Desmethylnortazapine
Desmethylsertraline
Desmethylterbinafine
Desmethyltrimipramine
Dextro / Levo Methorphan
Dextrorphan / Levorphanol
Diacetylmorphine
Diazeoam
Dicyclomine
Diethylpropion
Dihydrocodeine/Hydrocodol- Free
Dihydrocodeine/Hydrocodol- Total
Diltiazem
Dimethyltryptamine
Diphenhydramine
Diphenoxylate
Disopyramide
Donepezil
Dothiepin
Doxapram
Doxepin
Doxylamine
Duloxetine
Duloxetine Artifact
EDDP
EMDP
Endoxifen
Ephedrine
Ephedrine / Pseudoephedrine
Estazolam
Eszopiclone / Zopiclone
Eszopiclone / Zopiclone Breakdown
Ethanol
Ethinamate
Ethosuximide
Ethotoin

Ethylecgonine
Ethylmorphine
Etodolac (Methyl Artifact)
Etodolac Breakdown
Etomidate
Felodipine
Fenfluramine
Fenoprofen (Methyl Artifact)
Fentanyl
Flecainide
FLunitrazepam
Fluoxetine
Fluphenazine
Fluphenazine Overdose
Flurazepam
Fluvoxamine
Gabapentin
Galantamine
Gamma-Hydroxybutyric Acid
Gemfibrozil
Glutethimide
Guaiifenesin
Haloperidol
Hexobarbital
Hydrastine
Hydrocodone-Free
Hydrocodone-Total
Hydromorphone-Free
Hydromorphone-Total
Hydroxybupropion
Hydroxychloroquine
Hydroxycotinine
Hydroxyethylflurazepam
Hydroxytriazolam
Hydroxyzine
Ibuprofen
Imipramine
Isopropanol
Ketamine
LSD
Lamotrigine
Laudanosine
Leucocrystal Violet
Leucocrystal Violet Artifact
Levamisole
Levetiracetam
Lidocaine

Loratadine
Lorazepam
Lorcainide
Loxapine
MBDB
Maprotiline
MDA
MDEA
MDMA
Mazindol
Meclizine
Mefloquine
Memantine
Meperidine
Mephentermine
Mephénytoin
Mephobarbital
Mepivacaine
Meprobamate
Mescaline
Mesoridazine
Metaxalone
Methadone
Methamphetamine
Methanol
Methapyrilene
Methaqualone
Metharbital
Methcathinone
Methdilazine
Methocarbamol
Methohexital
Methorphan
Methotrimeprazine
Methsuximide
Methylecgonine
Methylephedrine
Methylphenidate
Methylprimidone
Methylpropylsuccinimide
Methyprylon
Metoclopramide
Metoprolol
Mexiletine
Mianserin
Midazolam
Mirtazapine

Molindone
Monoethylglycinexylidide (MEGX)
Morphine-Free
Morphine-Total
N-Acetylprocainamide
N-Benzylpiperazine
N-Desalkylalfentanil
N-Desalkylsufentanil
N-Desmethylselegiline
N-Ethylamphetamine
N-Desmethyltamoxifen
NAPA
Nalbuphine-Free
Nalbuphine-Total
Naloxone-Free
Naloxone-Total
Naltrexone
Naltrexone-Free
Naltrexone-Total
Naproxen
Naproxen (Methyl Artifact)
Nevirapine
Nicardipine
Nicotine
Nifedipine
Nitrazepam
Norbuprenorphine- Free X
Norbuprenorphine- Total X
Norclozapine
Norcodeine
Norcyclobenzaprine
Nordiazepam
Norfenfluramine
Norfentanyl
Norflunitrazepam
Norfluoxetine
Norhydroxyzine
Norketamine
Normeperidine
Normephenytoin
Normethsuximide
Noroxycodone
Norpropoxyphene
Norpropoxypheneamide
Norpseudoephedrine
Nortriptyline
O-Desmethyltramadol

O-Desmethylvenlafaxine
Olanzapine
Opiates
Orphenadrine
Other Findings
Oxazepam
Oxcarbazepine
Oxcarbazepine Breakdown
Oxybutynin
Oxycodone
Oxycodone-Free
Oxycodone-Total
Oxymetazoline
Oxymorphone-Free
Oxymorphone-Total
Oxyphenbutazone
Papaverine
Para-Methoxy-Amphetamine
Paroxetine
Pentazocine
Pentobarbital
Pentoxifylline
Pentoxifylline Artifact
Pergolide
Phenacetin
Phenclidine
Phendimetrazine
Pheniramine
Phenobarbital
Phensuximide
Pentermine
Phenylbutazone
Phenylethylmalonamide (PEMA)
Phenylpropanolamine
Phenyltoloxamine
Phenytoin
Prazepam
Primidone
Procainamide
Procaine
Prochlorperazine
Procyclidine
Promazine
Promethazine
Propafenone
Propiomazine
Propofol

Propoxyphene
Protriptyline
Pseudoephedrine
Pyrilamine
Pyrimethamine
Quetiapine
Quinidine
Quinine
Ramelteon
Reboxetine
Ritalinic Acid
Ropinirole
Ropivacaine
Scopolamine
Secobarbital
Selegiline
Sertraline
Strychnine
Sufentanil
TFMPP
Talbutal
Tamoxifen
Temazepam
Terbinafine
Tetracaine
Tetrahydrozoline
Thenylidiamine
Theobromine
Theophylline
Thiamylal
Thiopental
Thioridazine
Thiothixene
Ticlopidine
Tiletamine
Timolol
Tocainide
Topiramate
Tramadol
Tramadol Metabolite
Tranlycypromine
Trazodone
Trazodone Metabolite
Triazolam
Trifluoperazine
Triflupromazine
Trihexyphenidyl

Trimethobenzamide
Trimeprazine
Trimethoprim
Trimipramine
Tripelennamine
Tripolidine
Venlafaxine
Venlafaxine Metabolite
Verapamil
Warfarin
Xylazine
Yohimbine
Zaleplon
Zolazepam
Zolpidem
Zonisamide
Zotepine

LIST 3

Synthetic cannabinoids and bath salts to be detected in blood or urine

2C-B
2C-C
2C-E
2C-H
2C-I
2C-N
2C-P
2C-T-2
2C-T-7
3,4-DMMC
3-FMC
4-MEC
7-Hydroxymitragynine
A-796260
Alpha-PVP
AM-1248
AM-2201
AM-2233
AM-694
Amphetamine
BB-22 3-Carboxyindole Metabolite
BZP
Buphedrone
Butylone
Cathinone
DBZP
DMAA
DOB
DOM X
Ethylone X
F-PB-22 Carboxyindole Metabolite
Flephedrone
JWH-018
JWH-018 5-Chloropentyl
JWH-019
JWH-022
JWH-073
JWH-081
JWH-122
JWH-200
JWH-203
JWH-210
JWH-250
MAM-2201 Pentanoic Acid Metabolite

MBZP
MCPP
MDA
MDEA
MDMA
MDPV
Mephedrone
Methamphetamine
MethcathInone
Methedrone
Methoxetamine
Methylone
Mitragynine
Naphyrone
O-Desmethyltramadol
PB-22 3-Carboxyindole Metabolite
Pentedrone
PMA
Pantylone
Phenazepam
Pyrovaletone
RCS-4
RCS-8
TFMPP
Tramadol
UR-144
XLR-11

LIST 4

Heavy Metals to be detected in blood or urine or tissues

Arsenic
Cadmium
Chromium
Lead
Manganese
Mercury
Nickel
Thallium

II REPORTS AND RECORDS REQUIREMENTS

The successful contractor MUST:

1. Agree to provide, via secure web portal or other such secure online means, a written report which shall include the results of the test, normal reference ranges for the test, and any comments deemed necessary. The secure web portal should also provide the ability for remote order entry. Such portal must meet HIPAA compliance requirements.
2. Agree to maintain records in such form and for such duration as may be required by federal, state, and local statutes and regulations.
3. Agree to maintain the confidentiality of information contained in the report, and to abide by and comply with all provisions of HIPAA.

The Individual/Individuals *must submit with bid* evidence to demonstrate that they have performed the same or substantially similar Forensic Testing at least 50 times in the last 5 years. Please provide the agency for which the installations were completed, the contact person and information (phone and email), and a description of the scope and quantity of work performed. This information should be listed on Attachment C.

There is no guaranteed number of Forensics Tests to be completed. Forensics Testing has to be approved and certified. Once the Mississippi Forensics Laboratory has determine the Company can meet our specifications, the Mississippi Forensics Laboratory will certify in some form accordingly per Forensics Test.

2.3 Term

The term of the contract shall be for a period of 48 months. Upon written agreement of all parties and prior to each contract anniversary date, the contract may be renewed by the MDPS for a period of a 1 year period under the same prices, terms, and conditions as in the original contract subject to approval by the Public Procurement Review Board (PPRB). The total term length of the resulting contract shall not exceed four years with an option to renew for one-year.

2.3.1 Multi-Term Contracts

Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four (4) years with an option to renew for one (1) year, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

2.3.1.1 Requirements

- a) Provide Forensics Testing for the Mississippi Forensics Laboratory.
- b) A unit price shall be given for each service, and that unit price shall be in the same throughout the contract.
- c) A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's right or the contractor's rights under any termination clause in the contract.
- d) The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.
- e) A multi-term contract may be awarded by one contract or multiple contracts to bidders who submit the lowest and best bid. To determine which bid(s) are the lowest, MDPS will take the sum of each bidder subtotal price. Since bid is being awarded to lowest and best bid(s), Bidders must bid on all items. Failure to bid on all items will be cause for rejection of bid.

SECTION 3

3.1 Insurance

The successful vendors shall maintain at least the minimum level of worker's compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence. All workers' compensation, comprehensive general liability, professional liability insurance and fidelity bond insurance will provide coverage to the MS Department of Public Safety as an additional insured. The MS Department of Public Safety reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The vendors shall be prepared to provide evidence of required insurance upon request by the MS Department of Public Safety at any point during the contract period and should consult with legal counsel regarding its obligations.

SECTION 4

4.1 Bid Evaluation

Bids will be evaluated based on the requirements set forth in 3160003962, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable where possible. This Invitation for Bids sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this Invitation for Bids. Only bidders who are found responsive and responsible will have their bids considered.

4.1.1 Responsive Bidder

Bidders must submit bid which conforms in all material respects to this Invitation for Bid, 3160003962, as determined by the MS Department of Public Safety.

4.1.2 Minimum Qualifications to be Deemed Responsive

Bidders must have been in business and providing forensics testing similar in requirements and scale to those described in this Invitation for Bid for a minimum of five (5) years and have performed forensics testing at least 50 times in the past 5 years.

Bidders must maintain a pool of qualified workers to fill the requests from MDPS.

The bidders must provide three references that the vendor has contracts with providing the same scope of services.

By submitting a bid, the bidders certify that it is registered to do business with the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MDPS that it has been placed on the preapproved list.

4.1.3 Minimum Qualifications

These minimum qualifications are in addition to a minimum score of seven on the Reference Score Sheet (*Attachment E*) from reference interviews by the MS Department of Public Safety with three bidder/contractor references (for a total minimum score of (twenty-one), as well as all other requirements of this Invitation for Bids. (*See Attachments C and E*)

4.1.4 Nonconforming Terms and Conditions

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The MDPS reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its bid response prior to a determination by the MDPS of non-responsiveness based on submission of nonconforming terms and conditions.

4.1.5 Conditioning Bid Upon Other Awards

Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.1.6 Bid Submission Format

The bid package must be sealed and must contain the following:

- Bid Cover Sheet (**Attachment A**)
- Bid (**Attachment B**)
- References (**Attachment C**)

- Certifications and Assurances (**Attachment D**)

4.1.7 Responsible Bidder

Bidders must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MS Department of Public Safety.

4.1.8 References

Each bidder must furnish a listing of **at least** three trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. The MS Department of Public Safety will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidders to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. The bidders may submit as many references as desired. The MS Department of Public Safety will begin contacting references at the top of the list and will continue down the list until three contacts have been reached.

References must be listed on **Attachment C**.

4.2 Bid Opening

Bid opening will be open to the public; however, this will include opening, reading aloud, and listing the bid price on each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the bid opening.

Due to COVID-19, please notify Betsy Toles or Sonya Toaster by December 2, 2020 via email if you are planning to attend the bid opening so that we can make preparations.

4.3 Award

The MDPS intends to award one contract. Contract will be awarded to the lowest responsible bidder that meets the requirements and criteria set forth in this Invitation for Bids within [7] business days.

4.3.1 Notification

All participating vendors will be notified of the MS Department of Public Safety's intent to award a contract. In addition, the MS Department of Public Safety will identify the selected vendor. Notice of award is also made available to the public.

4.3.2 Contract Management

If the Contractor fails to adhere to the forensics testing service schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, the Contracting Agency will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all

deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Contracting Agency may terminate the contract without further obligation to the Contractor.

SECTION 5

5.1 Post-Award Vendor Debriefing

Bidders, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Commissioner of the MS Department of Public Safety and a copy submitted to the Procurement Division within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If bidders prefer to have a legal representation present, the bidders must notify the Commissioner of the MS Department of Public Safety in writing and identify its attorney by name, address and telephone number. The MS Department of Public Safety will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General or a Representative of the MS Department of Public Safety's Legal Division can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.01, Post- Award Vendor Debriefing, of the *Office of Personal Services Contract Review Rules and Regulations*.

5.2 Protest of Award

Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a protest with the Commissioner of the MS Department of Public Safety. The protest shall be submitted on or before December 23, 2020 at 5:00 p.m. local time, in writing after such aggrieved person or entity know or should have known of the facts giving rise thereto. All protests must be in writing, dated and signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the Commissioner of the MS Department of Public Safety, with a copy to bid coordinator, Betsy Toles, Sonya Toaster, and via either U.S. mail, postage prepaid, or personal delivery. Protests filed after December 23, 2020 5:00 p.m. local time will not be considered.

5.3 Required Contract Terms and Conditions

Any contract entered into between a Contracting Agency and a vendor/bidder shall include the required clauses found in **Attachment F** and those required by the *Office of Personal Services Contract Review Rules and Regulations* as updated.

5.4 Optional Contract Terms and Conditions

Any contract entered into between a Contracting Agency and a vendor/bidder may have, at the discretion of the Contracting Agency, the optional clauses found in **Attachment G** and those within the *Office of Personal Service Contract Review Rules and Regulations* as updated.

5.5 Mississippi Contract/Procurement Opportunity Search Portal

This Invitation for Bids, and the questions and answers concerning this Invitation for Bids, are posted on the Contract/Procurement Opportunity Search Portal and the MDPS website <https://www.dps.ms.gov/>.

5.6 Attachments

The attachments to this Invitation for Bids are made a part of this Invitation for Bids as if copied herein in words and figures.

5.7 Requirements Contract

During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

ATTACHMENT A

Bid Cover Sheet

The Mississippi Department of Public Safety is seeking to establish a contract for Forensics Testing Services for the Mississippi Forensics Laboratory (MSFL). Bids are to be submitted as listed below, on or before 10:30 A.M. December 4, 2020.

PLEASE MARK YOUR ENVELOPE:

IFB 3160003962
Opening Date: December 4, 2020
Mississippi Department of Public
Safety
Attention: Betsy Toles and Sonya Toaster
1900 E. Woodrow Wilson Boulevard, 4th Floor, Room 402
Jackson, MS 39216

SEALED BID — DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

E-mail: _____

FEI/FIN # (if company, corporation or partnership):	
SS# (if individual):	

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started?

How many years and/or months has your company been in the business of performing the services called for in this Invitation for Bids?

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

If your company is not physically located in the region, how will you supply forensics testing to the Mississippi Department of Public Safety?

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids.

For how many customers has your company provided forensics testing service in the past two (2) years? Please include the dates, the size of the area maintained, and the annual amount of the billing to each customer.

What is the largest customer your company has provided forensics testing service for in the past two (2) years? Please include the annual amount of the billing.

Describe any specific service which your company offers along with any specialized experience, certification, and/or education of your current staff.

Attachment B

Bid for Forensics Testing Services for MSFL

Company	Company Representative	Telephone

The pricing quoted must be inclusive of, but not limited to the following:

- All required insurance
- All required overhead
- All required profit
- All required transportation
- All required labor
- All required business and professional licenses, permits, fees, etc. (if any)
- Any and all other costs associated with performing the services

Bid Form -Bid# 3160003932 Date: December 4, 2020 – Time: 10:30 A.M. (CST)

The pricing must include ALL associated costs with no additional or hidden fees.

**COSTDATA
Analysis Options and Pricing**

<u>Postmortem Testing*</u>	
Basic Postmortem Toxicology Panel, Blood	\$
Basic Postmortem Toxicology Panel, Urine	\$
Basic Postmortem Toxicology Panel, Tissue	\$
Expanded Postmortem Toxicology Panel, Blood**	\$
Expanded Postmortem Toxicology Panel, Urine	\$
Expanded Postmortem Toxicology Panel, Tissue	\$
Expert Postmortem Toxicology Panel, Blood**	\$
Expert Postmortem Toxicology Panel, Urine	\$
Expert Postmortem Toxicology Panel, Tissue	\$
<u>Drug Impaired Driving/DRE Testing*</u>	
Proof POSITIVE® Drug Impaired Driving/DRE Toxicology Panel, Blood	\$
Proof POSITIVE® Drug Impaired Driving/DRE Toxicology Panel with alcohol, Urine	\$
<u>Drug-Facilitated Sexual Assault Testing**</u>	
Drug-Facilitated Sexual Assault Survey 2, Blood	\$
Drug-Facilitated Sexual Assault Survey 2, Urine	\$
<u>Designer Drugs Testing***</u>	
Novel Psychoactive Substances (NPS) Screen 1, Blood	\$
Novel Psychoactive Substances (NPS) Screen 1, Urine	\$
Novel Psychoactive Substances (NPS) Screen 2, Blood	\$
Novel Psychoactive Substances (NPS) Screen 2, Urine	\$
Synthetic Cannabinoids Screen, Blood	\$
Synthetic Cannabinoids Metabolites Screen-Expanded, Urine	\$
<u>Heavy Metals Testing****</u>	
Metals/Metalloids Panel 2, Blood	\$
Metals/Metalloids Panel 3, Blood	\$
<u>Other Requested Testing*</u>	
Cyanide, Blood	\$

Carbon Monoxide, Blood

\$

* Compounds addressed in List 1

** Compounds addressed in List 2

*** Compounds addressed in List 3

**** Compounds addressed in List 4

Toxicologist or Certifying Scientist

(deposition, testimony*, case review, trial or

Case prep)

\$

Senior Toxicologist review

\$

Administrative staff or lab analyst (deposition, testimony*)

\$

Other:

Travel time for all staff is charged at 50% of deposition/testimony* rate and is door to door

Client responsible for all travel related expenses

Client responsible for arranging transportation and lodging when located 150 miles from Vendor headquarters.

All fees are calculated on a hourly basis-one hour minimum applies.

Other terms and conditions may apply.

Other Services

Litigation Packet Preparation

\$

File Preparation (plus cost of supplies)

\$

Forensics Testing Total

\$

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bids, 3160003962, and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160003962, and the attachments herein;
3. That the company agrees to all provisions of this Invitation for Bids, 3160003962, and the attachments herein;
4. That the company will perform, without delay, the services required at the prices quoted in this Attachment B; and
5. This is the best of its knowledge and belief the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to performed under this Invitation for Bids.

Printed Name: _____

Signature/Date: _____

Attachment C

Reference 1

Name of Company: _____
Dates of Services: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____
Type of Forensics Testing _____
Description of the services and quantity of work performed _____

Reference 2

Name of Company: _____
Dates of Services: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____
Type of Forensics Testing _____
Description of the services and quantity of work performed _____

Reference 3

Name of Company: _____
Dates of Services: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____
Type of Forensics Testing _____
Description of the services and quantity of work performed _____

The bidder may submit as many references as desired by submitting as many additional copies of this Attachment C, References, as needed. The Mississippi Department of Public Safety will begin contacting references at the top of the list and will continue down the list until 3 contacts have been reached. See Section 4.1.8 of this Invitation for Bids.

Attachment D

Certifications and Assurances

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

1. **REPRESENTATION REGARDING CONTINGENT FEES**

Contractor represents that it has/has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except as disclosed in Contractor's bid.

2. **REPRESENTATION REGARDING GRATUITIES**

The bidder or Contractor represents that it has/has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6204 (Gratuities) of the Mississippi Public Procurement Review Office of Personal Service Contract Review Rules and Regulations.

3. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate price bid.

4. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective Contractor represents as a part of such Contractor's bid that such Contractor has/has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title: _____

Signature/Date: _____

ATTACHMENT E

Reference Score Sheet

TO BE COMPLETED BY MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY ONLY

Bidder Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide forensics testing when you called	Yes	No
Satisfied with the forensics testing provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling forensics testing?	Yes	No
Was the forensics testing completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here_____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each “yes” is one point(s); each “no” is zero point(s). Bidder must have a minimum score of “7” from three references (total of “21” points) to be considered responsible and for its bid to be considered.

Score: _____

Do you have any business, professional or personal interest in the bidder’s organization? If yes, please explain.	Yes	No
---	-----	----

Called by: _____

Notes: _____

ATTACHMENT F

Required Clauses for Service Contracts Resulting from this Invitation for Bids

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. Compliance with Laws. Contractor understands that the MDPS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
4. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
5. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated § § 71-11-1 *et seq.* 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 agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services 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;
 - b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, both
 - c. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.
6. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
7. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
8. Stop Work Order.
- a. *Order to Stop Work:* The Procurement Officer, may, by written order to contractor at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:
 - i. cancel the stop work order; or,

- ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and
 - ii. contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d. *Adjustments of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

9. Termination for Convenience

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractors Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

10. Termination for Default

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten

(10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- b. *Contractors Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

11. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
12. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
13. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated § § 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
14. Approval Clause
It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
15. Acknowledgement of Amendments
Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Mississippi Department of Public Safety by the time and at the place specified for receipt of bids.

ATTACHMENT G

Optional Clauses for Use in Service Contracts Resulting from this Request for Bid

1. Approval. It is understood that this contract requires approval by the Office of Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.
2. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-9 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure or information required by court or required by law.
3. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:
 - (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 - (2) has not, within a three-year period preceding this bid , been convicted of or had a civil judgement with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction.
 - (3) has not, within a three-year period preceding this bid , been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
 - (5) has not, within a three-year period preceding this bid , had one or more public transactions (federal, state, or local) terminated for cause or default.
4. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the

inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

5. Ownership of Documents and Work Papers. Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
6. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three-year period, whichever is later.
7. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
8. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

9. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other part will imply, be construed as or require waiver of future or other defaults.