# IFB

## **INVITATION FOR BIDS**

IFB Number: 3160006945

To Provide: Customized Testing and Reporting Services for MSFL

## **CLOSING LOCATION**

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

## **BID COORDINATOR**

Britney Wesley or Sonya Williams
Procurement Department

Telephone: 601-987-1407 or 601-987-1467

Fax: 601-987-1442

E-mail: <u>bjwesley@dps.ms.gov</u> or <u>swilliams@dps.ms.gov</u>

#### **CLOSING DATE AND TIME**

Bids must be received by 10:00 A.M., CST November 12, 2024

#### **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 Britney Wesley or Sonya Williams, 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-bycase 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. Bids submitted via facsimile (fax), or email will not be accepted.

#### 1.1.1 Timeline

Date
October 9, 2024; October 16, 2024
Starting 8:00 a.m. CST, Wednesday October 9,
2024, to Tuesday, October 29, 2024, at 5:00 p.m.
CST.
Please email questions to
bjwesley@dps.ms.gov or swilliams@dps.ms.gov
Tuesday, November 5, 2024
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No later than 10:00 a.m. CST Tuesday,
November 12, 2024
Tuesday, November 12, 2024
Tuesday, November 19, 2024
Tuesday, November 26, 2024
Tuesday December 3, 2024, 5:00 PM.CST
January 8, 2025

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

#### 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 Mississippi Department of Public Safety that the late receipt was due solely to mishandling by the Mississippi 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.

#### 1.1.3 Contact and Questions/Requests for Clarification

Bidders must carefully review this solicitation, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the Information for Bid (IFB) in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in Section 1. All questions and requests for clarifications must be directed by email to:

Britney Wesley or (601) 987-1407 or biwesley@dps.ms.gov

Sonya Williams (601)987-1467 swilliams@dps.ms.gov

• Vendors should enter "IFB RFX 3160006945" Questions" as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

IFB	Section,	Page	Vendor Question/Request for Clarification
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- Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website as an amendment to the IFB by the date and time reflected in Section 1.
- The agency will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person as an IFB amendment. Bidders are cautioned that any statements made by agency personnel that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
- All vendor communications regarding this IFB must be directed to the Bid Coordinator. Unauthorized contact regarding the IFB with other employees of the agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the State.

#### **Expenses Incurred Preparing Bid** 1.2

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.

#### Bid 1.3

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.

## 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.

#### Debarment 1.5

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

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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 Acknowledgement of Amendments

Should an amendment to the IFB be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment should be received by the agency by the time, date, and at the place specified for receipt of bids. It is the bidder's sole responsibility to monitor the websites for any updates or amendments to the IFB.

#### 1.6.1

Bidder must provide a signed Acknowledgements of IFB Amendment(s), Questions, and Answer document(s), and/or Summary of Pre-Bid Conference, Tour, or Site Visit, if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website.

#### 1.6.2

The IFB is comprised of the base IFB document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.

#### 1.7 Type of Contract

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

#### 1.8 Written Bid

All bids shall be in writing.

#### 1.9 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. The agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a bidder's price is substantially higher than those of other bidders, meaning those in excess of a twenty-five percent (25%) differential, the bidder's price will be deemed non-responsive.

#### 1.10 Withdrawal of Bids

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

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- (1) The bid is submitted in good faith.
- (2) The price bid is substantially lower than those of other bidders because of a mistake.
- (3) The mistake is a clerical error, not an error of judgment; and,
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the agency of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the agency all original work papers, documents, and other materials used in the preparation of the bid.

A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the agency. No explanation is required.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract.

No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

#### **SECTION 2**

#### 2.1 Purpose

The MDPS is seeking to establish a contract for customized testing and reporting services for forensic drug testing marijuana/hemp determination and differentiation and controlled substance identification on behalf of the Mississippi Forensics Laboratory (MSFL). It is understood that any contract resulting from 3160006945 requires approval by the Public Procurement Review Board. If any contract resulting from 3160006945 is not approved by the Public Procurement Review Board, it is void and no payment shall be made.

#### 2.2 Scope of Services

The Contractor will perform the following services upon request of the Mississippi Forensics Laboratory (MSFL), in fulfillment the purposes of this contract:

#### Vendor Requirement Bid Specifications:

- ISO 17025:2017 by ANAB accreditation in the discipline of Seized Drugs is required. A copy of accreditation certificate must be included with bid.
- Vendor shall hold/maintain licensure by U.S. Drug Enforcement Administration. A copy of DEA license must be submitted with bid.
- Vendor shall provide an example of testing capabilities as it pertains to the differentiation of Marijuana from Hemp as it relates to the Mississippi Code 1972 Annotated § 69-25-203(g) and the ability to obtain an accurate weight of analyzed specimens.

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- Vendor shall provide an example of the testing capabilities as it pertains to controlled substance/drug identification as it pertains to Mississippi Code 1972 Annotated § 41-29-113 through § 41-29-121.
- Vendor must be able to obtain an accurate weight, volume, or dosage unit of controlled substance in question including the uncertainty of measurement where applicable.
- The vendor laboratory shall conduct in-house Proficiency Testing and Quality Assurance Programs, with ability to present documentation upon demand.
- All forensic testing services to be performed on site at the Contractor's laboratory facilities. Vendor laboratory shall not utilize a subcontractor for Marijuana/Hemp differentiation or controlled substance identification.
- The contractor shall not subcontract and will perform all work with their own personnel and equipment, unless expressly written in the response to bid.
- Expert Witness Testimony available with experience in forensic seized drugs cases.
- Vendor shall have a LIMS system for electronic report delivery to MSFL.
- Report minimum requirement Name of Facility with contact information, name of analyst certifying report, weight, substance(s) identified, client contact information, case and sample unique identifier, suspect name, and testing performed including testing methods.
- Facility must be within a 7-hour drive from the Main Laboratory located in Pearl MS and be capable of taking direct delivery from MSFL.
- Facility must have the capabilities to securely store samples from the time received from MSFL until such times as they are relinquished back to the MSFL.
- Must have the capabilities to analyze up to 1000 samples per month; for the duration of the contract.

#### Scope of Work

- Complete list of Forensic Seized Drug Identification capabilities used to compare the scope of testing offered by prospective vendors.
- Must have documentable record of ability to handle routine and nonroutine specimens of seized drugs.
- Result Reporting require submission of an example of reports with bid response.
- Complete Internal Chain of Custody confirmed by laboratory site inspection if desired by bidder.
- 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.
- Specimen Storage the laboratory must secure and maintain the specimen until return to the submitting agency in such a manner to prevent contamination and degradation.
- Confidentiality the contractor will be required to use reasonable care to protect the confidentiality of the clients.
- True forensic testing utilization two different analytical techniques or analysis performed by similar analytical methods on two separate specimen aliquots.

#### Analytical Capabilities

- Gas and Liquid Chromatography with multiple detectors (GC/FID, GC/MS, HPLC/UV)
- GC/MS
- LC/MS
- LC/MS/MS

Key

ANAB - ANSI National Accreditation Board

DEA – U.S Drug Enforcement Administration

GC/MS – Gas Chromatography/Mass Spectrometry

GC/FID - Flame Ionization Detector

HPLC – High Performance Liquid Chromatography

LC/MS – Liquid Chromatography/Mass Spectrometry

#### I. SERVICE AND SUPPLIES REQUIREMENTS

The successful contractor MUST:

- 1. Agree to perform only those tests ordered.
- 2. Agree to provide laboratory results within 30 days for Hemp/Marijuana differentiation or Drug Identification and 45 days for full Cannabinoid Quantitation.
- 3. The Vendor shall provide the following testing:
  - Marijuana/Hemp differentiation as it relates to the Mississippi Code 1972 Annotated § 69-25-203(g). Must identify the plant Cannabis Sativa L. with the ability to determine whether delta-9-tetrahydrocannabinol (THC) concentration is greater than three tenths percent (%0.3) on a dry weight basis.
  - Vendor shall test for controlled substances as it relates to the Mississippi Code 1972 Annotated § 41-29-113 through § 41-29-121.
  - Vendor shall provide a net weight, volume, or dosage unit amount of each item of tested including a measurement of uncertainty for weight and volume.
  - Vendor shall provide a gross weight, volume, or dosage unit amount when all individual items are not tested.
  - Vendor shall follow the following sampling guidelines:
    - A. Samples will only be combined when they are not in a closed condition.

      Example Plastic bag containing multiple open plastic bags containing plant material may be combine for one net weight. Plastic bag containing

multiple closed plastic bags containing plant material will not be combined for a net weight.

B. A maximum of five individual items will be sampled. The individual samples with the greatest net weight or volume will be analyzed. In the case of dosage units, a maximum of 3 will be tested.

- 5. 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.
- 6. Client support, expert services, and a seized drug analyst available daily to answer client questions via phone and/or email and support testimony needs.
- 7. The Vendor is required to procure professional liability coverage in the amount of \$1,000,000 per occurrence for each year of the contract and offer proof of such coverage.

#### II REPORTS AND RECORDS REQUIREMENTS

The successful contractor MUST:

- 1. Agree to maintain records in such form and for such duration as may be required by federal, state, and local statutes and regulations.
- Agree to maintain the confidentiality of information contained in the report.

#### 2.2.1 The Contractors shall:

- Assign a Contractor Account Representative to work directly with the Contracting Agency Representative.
- All state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking
- It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state
- The Contractor's employees should refrain from using foul, abusive, or profane language on state property.
- The MDPS reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on facility grounds.
- Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
- Be responsible for all damages and shall be held responsible for replacing or repairing any damage due to negligence on the part of the Contractor or Contractor personnel to any person(s) and/or property. The Contractor shall replace and repair any damage to any

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- building or property, including but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.) caused by on-site activities. Contracting Agency may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.
- Exercise precautions at all times for the protection of persons (including employees) and property. The Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. The project shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. The Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times and be free from defects or wear that may in any way constitute a hazard to any person or persons on state property. All incidents involving agency property or personnel shall be reported to the designated agency contact immediately upon occurrence.
- Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the Contracting Agency's operation at all times, including but not limited to the items listed above. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
- Perform all services provided in the contract between the bidder/vendor and MDPS in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail, and that only first quality materials and workmanship are to be used.

#### 2.2.2 The Contractors shall also:

- Administer and maintain all employment and payroll records, payroll processing, and
  payment of payroll checks and taxes, including the deductions required by state, federal,
  and local laws such as social security and withholding taxes for their business and
  employees.
- Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees.
- Perform a background check and/or drug screening prior to placement if requested by the Contracting Agency and verify and/or provide the results; and,
- Replace immediately, at no additional expense to the Contracting Agency, any employee not performing satisfactorily.

#### 2.3 Term

The term of the contract shall be for a period of 12 months. Upon written agreement of both parties at least 90-days-prior to each contract anniversary-date, the contract may be renewed by the MDPS for a period of 4 successive one-year periods(s) under the same prices, terms, and conditions in the original contract subject to approval by PPRB. The total number of renewal years permitted shall not exceed 4. Contract renewals will be evaluated based on the availability of funds, changes in program direction, ability of the contractor to meet scheduled deliveries and milestones in a satisfactory manner and satisfactorily performing all duties of the contract. There will be aproximately 2,164 samples. The sample will consist of mostly seized drugs in the form of plant material, crystaline material, powders, and pills. The total term length of the resulting contract shall not exceed four years with yearly renewal option.

#### 2.3.1 Multi-Term Contracts

Unless otherwise provided by law, a contract for services may be entered for one-year multi-term with an option of four yearly renewals 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 unit price shall be given for each service, and that unit price shall be in the same throughout the contract.
- This 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.
- 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.
- A multi-term contract may be awarded to the bidder whose submit the lowest and best bid. To determine which bid is the lowest, MDPS will take the sum of each bidder subtotal price. 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.

#### **SECTION 3**

#### 3.1 Insurance

The successful vendor 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

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insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The vendor 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 Section 4 - Basis for Award

- All bids will be reviewed first to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the Agency Chief Procurement Officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders.
- The agency has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the agency to properly evaluate the bid, the agency has the right to require such additional information as it may deem necessary after the time set for receipt.
- All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.

#### 4.1.1 Award

The agency intends to award one contract to provide the services described in this IFB to the lowest responsible and responsive bidder.

#### 4.1.2 Responsive Bidder

Bidder must submit bid which conforms in all material respects to this Invitation for Bids, 3160006945, as determined by the MS Department of Public Safety.

#### 4.1.3 Responsible Bidder

Bidder 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.



## 4.1.4 Minimum Qualifications to be Deemed Responsive

- Bidder must have been in business and providing the services listed in IFB or in requirements and scale to those described in this Invitation for Bid for a minimum of one (1) year.
- Bidder must maintain a pool of qualified workers to fill the requests from MDPS.
- The bidder must provide three references that the vendor has contracts with providing the same scope of services.

#### 4.2 References

These minimum qualifications are in addition to a minimum score of six 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 (eighteen), as well as all other requirements of this Invitation for Bids. (See Attachments C and E.)

Each bidder must furnish the contact person, address, and phone number for each reference. 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 bidder 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 bidder 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.

## **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 MSPS of nonresponsiveness based on submission of nonconforming terms and conditions.

## 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.

#### 4.4.1

As a precondition to bid acceptance, the agency 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.

#### 4.4.2

Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 et seq. and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

#### 4.4.3 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)

#### 4.5 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.

#### 4.6 Award Notification

Award(s) for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website at https://www.dps.ms.gov/. Bidders will be notified via e-mail of the awards. Additionally, a letter will be sent to all bidders.

#### 4.3.2 Contract Management

If the Contractor fails to adhere to the janitorial 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

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A bidder, 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 a bidder prefers to have a legal representation present, the bidder 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 7-113.03, Post-Award Vendor Debriefing, of the Mississippi Office of Personal Service 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 Bid Coordinator, Britney Wesley, or Sonya Williams, and the Commissioner of the MS Department of Public Safety. The protest shall be submitted on or before December 3, 2024, 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 bin in writing, dated 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 Bid Coordinator, Britney Wesley, Sonya Willams, and the Commissioner of the MS Department of Public Safety, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after December 3, 2024, 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 PPRB Office of Personal Service Contract Review Rules and Regulations as updated.

## 5.4 Optical 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 PPRB 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.

#### 5.1.5 Agency Website

This IFB, questions and answers concerning this IFB, and the Notice of Intent to Award will be posted on the agency website at https://www.dps.ms.gov/ and on the Mississippi Contract/Procurement Opportunity Search Portal website.

#### 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.



#### ATTACHMENT A

#### **Bid Cover Sheet**

The Mississippi Department for Public Safety is seeking to establish a contract for Customized Testing and Reporting Services of Forensic Drug Testing at our Forensic Laboratory. Bids are to be submitted as listed below, on or before 10:00 A.M. CST November 12, 2024.

## PLEASE MARK YOUR ENVELOPE:

#### IFB 3160006945

Opening Date: November 12, 2024
Mississippi Department of
Public Safety
Attention: Britney Wesley or Sonya Williams
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):	

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB:
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 provide Customized Testing and Reporting services to the Mississippi Forensics Laboratory?
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 the requested service in this IFB 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 Customized Testing and Reporting assessment services 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.	
List all the equipment that your company has available or that is intended to be used to perform the services required in this Invitation for Bids.	- 1е

		OWNE	D EQUIPMENT		
Year	Make	Model	ID#	Capacity	Description

			ASED EQUIPM ID#	Capacity	Description
Year	Make	Model	11)#	Capacity	Description
		_			

#### Attachment B

## Bid for Customized Testing and Reporting Services for MSFL

Company	Company Representative	Telephone
Company	Company respiration	
	1	

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

• All required equipment and materials

- 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.

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

## Customized Testing and Reporting Services for the MS Department of Public Safety, MS Forensic Laboratory

RFX#	31	600	069	45

Date: November 12, 2024 - Time: 10:00 A.M. (CST)

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

## (Detailed Description of services can be found in Section 2.2 of this IFB)

	BID FORM (Part one)	
Description		Price
Customized Testing and Services, Annually Total	Reporting	\$ 



#### Bid Form (Part Two)

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, 3160006945, and the attachments herein.
- 2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160006945, and the attachments herein.
- 3. That the company agrees to all provisions of this Invitation for Bids, 3160006945, and the attachments herein.
- 4. That the company will perform, without delay, the services required at the prices quoted in this Attachment B.
- 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:
Reference 2
Name of Company:
Dates of Services:
Contact Person:
Address:
City/State/Zip:
Telephone:
Fax:
Reference 3
Name of Company:
Dates of Services:
Contact Person:
Address:
City/State/Zip:
l'elephone:
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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 <u>3</u> contacts have been reached. See Section 4.2 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 Office of Personal Service Contract Review Board 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:	

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

#### 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 Customized Testing and Reporting services when you called them.	Yes	No		
Satisfied with the Customized Testing and Reporting services provided? If no, please explain.	Yes	No		
Vendor easy to work with in scheduling services?	Yes	No		
Was the Customized Testing and Reporting services 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 <u>zero</u> point(s). Bidder mus "6" from three references (total of "18" points) to be considered respon considered.				
Score:				
Do you have any business, professional or personal interest in the bido organization? If yes, please explain.	ler's		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 construcd 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.
- 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 Agency 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. <u>E-Payment.</u> 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 sea.
- 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 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <a href="http://www.DFA.ms.gov.">http://www.DFA.ms.gov.</a>
- 8. Representation Regarding Contingent Fees. Contractor represents that it 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.
- 9. Representation Regarding Gratuities. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

#### 10. 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 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 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 Contractors 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.

#### 11. 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 Contractor's 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.

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#### 12. 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.
- 13. 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.
- 14. 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.
- 15. 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 el 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 <a href="http://www.transparency.mississippi.gov">http://www.transparency.mississippi.gov</a>. 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.
- 16. 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 acknowledgement must be received by the MDPS by the time and at the place specified for receipt of bids.
  - 17. <u>Approval</u>. 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.

#### ATTACHMENT G

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

- 1. 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 Contactor for disclosure or information required by court or required by law.
- 2. <u>Debarment and Suspension.</u> 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.
- 3. 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.

- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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 amen the agreement as necessary to reflect the original intent of the parties and to bring any 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.
- Maiver. No delay or omission by either party to this agreement in excising 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 avoid, 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.

# RFX



#### STATE OF MISSISSIPPI MS DEPT OF PUBLIC SAFETY **AMENDMENT**

Invitation for Bid

#### **RESPONSES REQUIRED BY:**

: 11/12/2024 Submission Date

Submission Time

: 10:00:00 CST

	RESPONSES OPENED ON:			
VENDOR NO:	Opening Date	: 11/12/2024		
VENDOR NAME & ADDRESS: (To be completed by Vendor)	Opening Time	: 10:00:00 CST		
(18 be completed by veridor)				
	SUBMIT NON-E	ELECTRONIC RESPONSE:		
	TO:			
	DE must a	- 240000045		
	RFx number	: 3160006945		
DELIVERY POINT	Smart number	: 1711-25-R-IFBD-00004-V02		
	Buyer	: WF-BATCH		
	Buyer Phone	₹		
	Email	: no-reply@dfa.ms.gov		

The Mississippi Department of Public Safety is seeking to provide Testing and Reporting Services for forensic drug testing of marijuana/hemp determination and differentiation and controlled substance identification for the MS Forensics Laboratory.

The Mississippi Department of Public Safety is seeking to provide Testing and Reporting Services for forensic drug testing of marijuana/hemp determination and differentiation and controlled substance identification for the MS Forensics Laboratory.

Vendor Telephone Number		Date
Signature of Authorized	Bidder	
	Signature of Authorized	Signature of Authorized Bidder

Page 1 / 2

RFx nu		3160006945 1711-25-R-IFBE	Submission Da 0-00004-V02 Opening Date		e: 10:00:0 e: 10:00:0	00 CST
Item	Change	Product No. / Mfg. Part No.	Description	Delivery / Req.date	Qty	Unit
#1	in a location		Product Category : 95207 Testing and Reporting Services MSFL		1,000	EA

### Debriefing Letter



### STATE OF MISSISSIPPI TATE REEVES, GOVERNOR DEPARTMENT OF PUBLIC SAFETY

SEAN J. TINDELL, COMMISSIONER

### **MEMORANDUM**

TO:

Office of Personal Service Contract Review

FROM:

Britney Wesley MS Department of Public Safety

DATE:

December 12, 2024

SUBJECT:

IFB # 3160006945 Customized Testing and Reporting Services

Please allow this memorandum to serve as our notice to you that there was no debriefing meeting for the solicitation of the above Invitation for Bids.

If you have any questions, please feel free to contact me at 601-987-1407 or Sonya Williams at 601-987-1467.

Thanks

## NO PROTEST LETTER



### STATE OF MISSISSIPPI TATE REEVES, GOVERNOR DEPARTMENT OF PUBLIC SAFETY

SEAN J. TINDELL, COMMISSIONER

### **MEMORANDUM**

TO:

Office of Personal Service Contract Review

FROM:

Britney Wesley

MS Department of Public Safety

DATE:

December 12, 2024

SUBJECT:

IFB# 3160006945 Customized Testing and Reporting Services

Please allow this memorandum to serve as our notice to you that there was no "Vendor Protest" in the solicitation of the above Invitation for Bids.

If you have any questions, please feel free to contact me at 601-987-1407 or Sonya Williams at 601-987-1467.

Thanks

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### Proof of Publication



PO Box 632030 Cincinnati, OH 45263-2030

### **AFFIDAVIT OF PUBLICATION**

Procurement Department Procurement Department MS Dept. of Public Safety P.O. Box 958 Jackson MS 39205

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he/she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspapers editions date as follows:

10/09/2024, 10/16/2024

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 10/16/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:

\$56.56 \$0.00

Tax Amount: Payment Cost:

\$56.56

Order No:

10644403 1010581

# of Copies:

Customer No: PO #:

3160006945

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance

NICOLE JACOBS Notary Public State of Wisconsin

Customized Testing and Reporting Services for the MS Department of Public Safety, MS Forensics Laboratory IFB #3160006945 Tuesday November 12, 2024 10:00 A.M. Local Time Notice is hereby given by the Purchasing officer of the Mississippi Department of Public Safety that sealed written bids will be received by the undersigned at the address of Department of Public Safety, 4th Floor, Room 402, Procurement Department, 1900 East Woodrow Wilson Avenue, Jackson, MS 39216, Tuesday, November 12, 2024, at 10:00 a.m. to establish testing and reporting services for the Mississippi Forensics Laboratory (MSFL). Specifications may from obtained Procurement Department at the above address, or you may contact the following individuals. Wesley Sonya Britney Williams 601-987-1407 or 601-987-1467 biwesley@dps.ms.gov swilliams@dps.ms.gov The right is reserved to reject any and/or all bids and to waive all informalities. Witness my signature this The 2nd day of October 2024. /s/ Britney Wesley Wesley, Britney Procurement Mississippi Department of Public Safety 10/09, 10/16/2024 10644403

Page 1 of 1

### COI

Page 1 of 1



ACORD 25 (2016/03)

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this	certificate does not confer rights to	the c	ertifi	icate holder in lieu of su	ch end	orsement(s).	<u> </u>		_	
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The ACORD name and logo are registered marks of ACORD NMS Labs response to IFB # 3160006945

SR ID: 26321445

BATCH: 3585359

November 12, 2024

https://corp.sos.ms.gov/corp/portal/c/page/corpBusinessIdSearch/por...





### This is not an official certificate of good standing.

Name	Histor

Name

Name Type

National Medical Services, Inc.

Legal

### **Business Information**

**Business Type:** 

**Profit Corporation** 

**Business ID:** 

1038264

**Status:** 

**Good Standing** 

**Effective Date:** 

03/20/2014

**State of Incorporation:** 

PA

Principal Office Address:

200 Welsh Road;

Horsham, PA 19044

### Registered Agent

### Name

INCORP SERVICES, INC 302 Enterprise Drive, Suite A Oxford, MS 38655

### Officers & Directors

Name

Title

Dan Monahan

200 Welsh Road Horsham, PA 19044

President, Chief Executive Officer

Michael Rieders

200 Welsh Road Horsham, PA 19044

Director, Treasurer

Eric Rieders

200 Welsh Road

Horsham, PA 19044

Director, Secretary

Maria Rieders 200 Welsh Rd Horsham, PA 19044	Director	
Pierre Cassigneul 200 Welsh Road Horsham, PA 19044	Director	
Marian Rieders 200 Welsh Rd Horsham, PA 19044	Director	
Nick Rieders 200 Welsh Rd Horsham, PA 19044	Director	
Cornelius McCarthy 200 Welsh Rd Horsham, PA 19044	Director	
Frank McCaney 200 Welsh Rd Horsham, PA 19044	Director	

12/4/2024, 8:06 AM 2 of 2

### References

### ATTACHMENT E

### Reference Score Sheet

### TO BE COMPLETED BY MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY ONLY

Bidder Name: National Medical Socieces				_
Reference Name: TSP				
Person Contacted, Title/Position: Paulita Thompson				_
Date/Time Contacted: +130 pm 11/18/24	10:11 4			===s:
Service From/To Dates: Mark 2027 - Part				
•				
Able to provide Customized Testing and Reporting services when you called them.	(Fes)	No		
Satisfied with the Customized Testing and Reporting services provided? If no, please explain.	<b>ES</b>	No		
Vendor easy to work with in scheduling services?	Tes	No		
Was the Customized Testing and Reporting services completed on time and within budget?	<b>1</b>	No		
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here.)	NES S	No		
Would you enter into a contract with them again?	(Ves	No		
Would you recommend them?	Yes	No		
Each "yes" is one point(s); each "no" is <u>zero</u> point(s). Bidder mu "6" from three references (total of "18" points) to be considered responsidered.	ist have a nsible an	. minim d for it	ium scoi s bid to	re of be
Score:				_
Do you have any business, professional or personal interest in the bioorganization? If yes, please explain.	ider's		Yes	MO)
Called by: Eik Fraziok	<del></del>			
Notes:				

### ATTACHMENT E

### Reference Score Sheet

### TO BE COMPLETED BY MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY ONLY

Bidder Name: National Medical Services		
Reference Name: DC - DFS		
Person Contacted, Title/Position: Knestyne Hopkinson		
Date/Time Contacted: 1130 pm 11/18/24		
Service From/To Dates:		
Able to provide Customized Testing and Reporting services when you called them.	No	
Satisfied with the Customized Testing and Reporting services provided? If no, please explain.	No	
Vendor easy to work with in scheduling services?	No	
Was the Customized Testing and Reporting services completed on time and within budget?	No	
Vendor listened when you had an issue and readily offered a	No	
solution? (If never had an issue, please check here.)	No	
Would you enter into a contract with them again?  Would you recommend them?	No	
Each "yes" is one point(s); each "no" is <u>zero</u> point(s). Bidder must have a "6" from three references (total of "18" points) to be considered responsible and considered.	minimum s	core of to be
Score: 7		
Do you have any business, professional or personal interest in the bidder's	Yes	80
organization? If yes, please explain.		
Called by: Etik Frezure		
Notes:		
	¥.	

24

### ATTACHMENT E

### Reference Score Sheet

### TO BE COMPLETED BY MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY ONLY

Bidder Name: National Medical Services
Reference Name: 681
Person Contacted, Title/Position: Loci Nik
Date/Time Contacted: ulis/27 7:35 pm
Date/Time Contacted: 118/27 7:35 pm  Service From/To Dates: 1 of 5 years 2 2019 - present.
Able to provide Customized Testing and Reporting services when you called them.  Satisfied with the Customized Testing and Reporting services provided? If no, please explain.  Vendor easy to work with in scheduling services?  Was the Customized Testing and Reporting services completed on time and within budget?  Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here.)  Would you enter into a contract with them again?  Would you recommend them?
Each "yes" is one point(s); each "no" is <u>zero</u> point(s). Bidder must have a minimum score of "6" from three references (total of "18" points) to be considered responsible and for its bid to be considered.
Score: 7
Do you have any business, professional or personal interest in the bidder's organization? If yes, please explain.
Called by: Esik Frazuse
Notes:

24

Yes No			
4	φ.		

### BID FORM

### MDPS BID TABULATIONS SHEET

Bid item: Bid Number: Open Date:	Customized Testing and Reporting Se 31600006945 Tuesday November 12,2024	rvice -	Bid Opener: Bid Recorder:	Somp Wil	liand
Time:	10:00 a.m.	•	Bid Witness:	mayon	er Culo
<b>Vendor Nam</b>	e	Address			Amount of Bid
Median	al Medical Gerness	200 WE	Ush Road Hos	sham, PA AOSA	v 1850 w add-one
	•			20 W 5 ml 5 - 170	



### Bid Tabulation

## MDPS BID TABULATIONS SHEET Evaluator's Signature:

	Attachment D (Y/N)	>							
	Received Signed Questions/Answers (Y/N)	^							
	Received Amendment I oints (Y/N)	100 Y							
April Broke	Vendor's Bid is responsive, responsible and/or acceptable Y/N Amount of Bid Points	\$ 1,850.00							
sh mad	Vendor's Bid is responsive, responsible and/or acceptable Y/N	<b>&gt;</b>							
Billy Frame	Addrass	Sony Welsh Road Horsham, PA 19044							
Bid Item: IFB 31b000b945 Custoffinged Testing and negative Dopen Date: Tuesday, November 12, 2024  Time: 10:00 a.m.		ame.							
Bid Iter Open D Time:	:	Vendo	NWIS LADS						

## Documents required by Procurement

Bid No: 3160006945

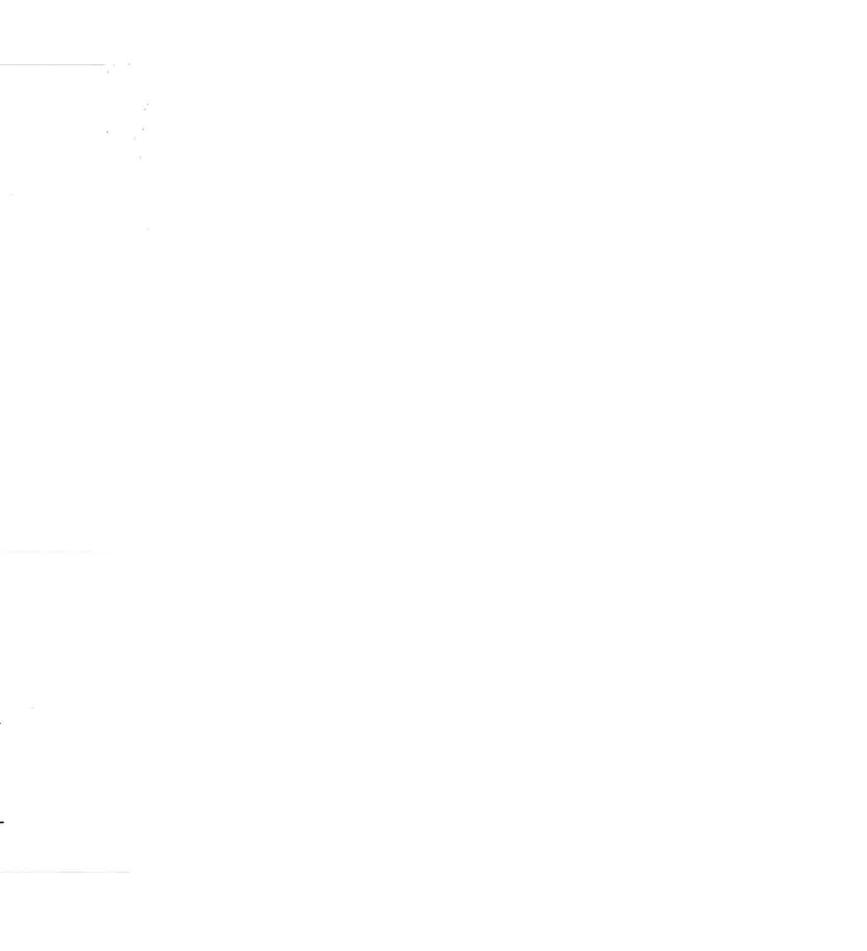
**Customized Testing and Reporting Service** 

Bid Date: Tuesday, November 12, 2024

Bid Time: 10:00 A.M.

### MS DEPARTMENT OF PUBLIC SAFETY

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markerel Que	MSFL- Birector



## Bid Received Log

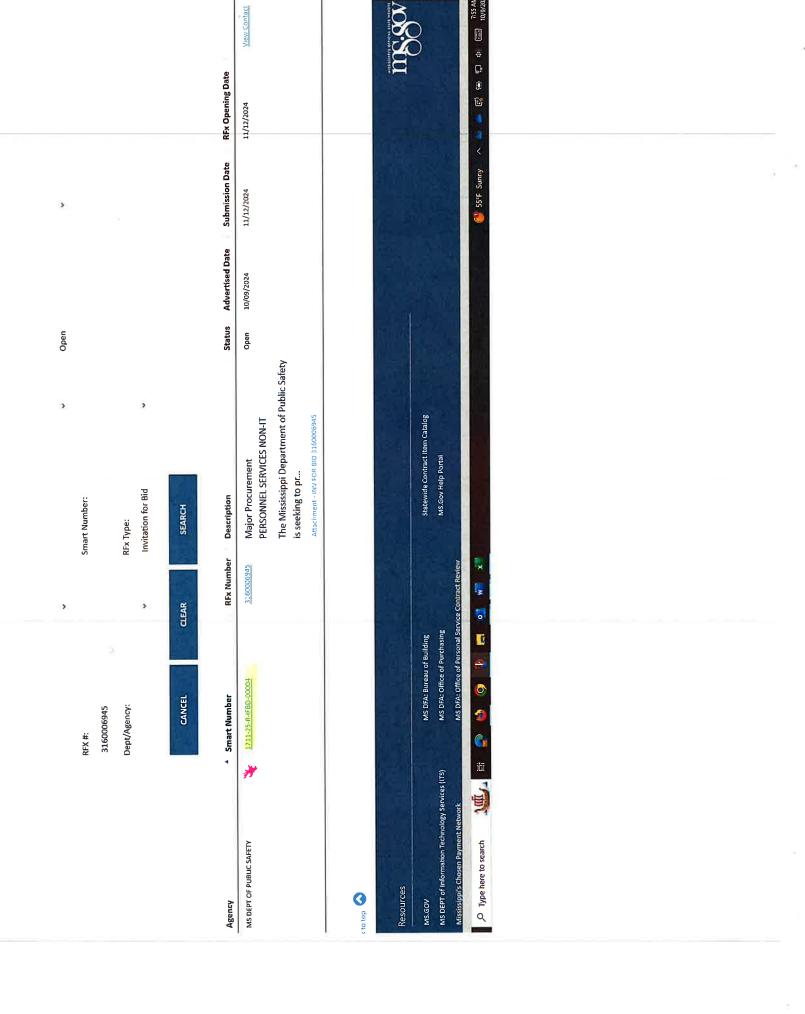
### PROPOSALS RECEIVED LOG

IFB 3160006945 Customized Testing and Reporting Service

### Bid Opening Tuesday, November 12, 2024 DATE

Dational Medical Services	11-8-24	9:36am B.u

## Agency Webpage/Portal / Email Bidder



## IFB 3160006945 Customized Testing and Reporting Services



Britney Wesley

To © Britney Wesley

Cc © Sonya Williams

Bcc \to hmourad@alchemyanalyticsms.com; \to musgrove@musgrovemith.com; \to Dannie Wurtz

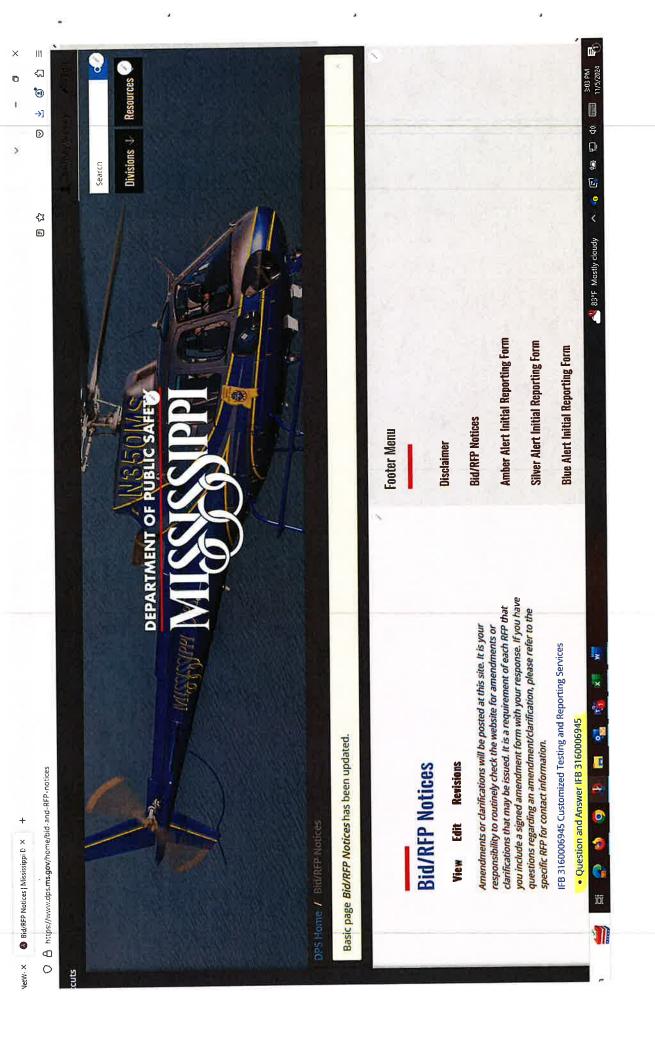
Britney Wesley

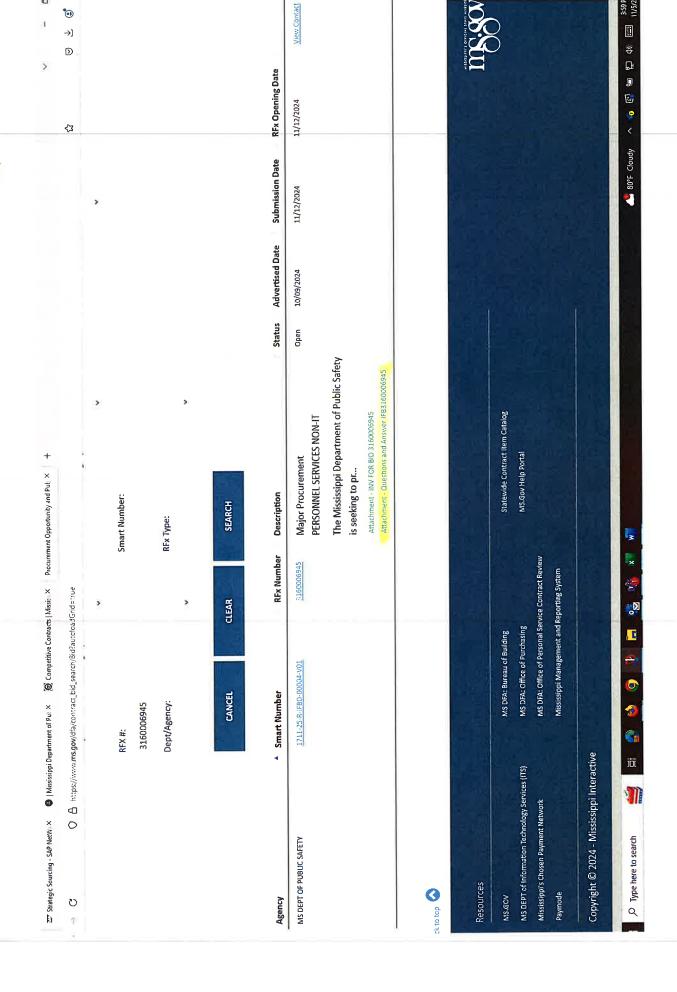
Dear Bidder, Please see attachment for Invitation for bid (IFB). If you have any questions, please feel free to email me or Sonya Williams. Thanks

Britney Wesley
Procurement Officer
Mississippi Department of Public Safety
P.O. Box 958
Jackson, MS 39205
Office: (601) 987-1407









# IFB 3160006945 Customized Testing and Reporting Services Question and Answer



Britney Wesley

To @ Britney Wesley

Cc @ Sonya Williams

Bcc O LaFord, Lauren; C Caubet, Laurie; O alex@aardwolf-labs.com; O musgrove@m

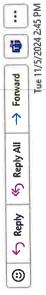
O hmourad@alchemyanalyticsms.com

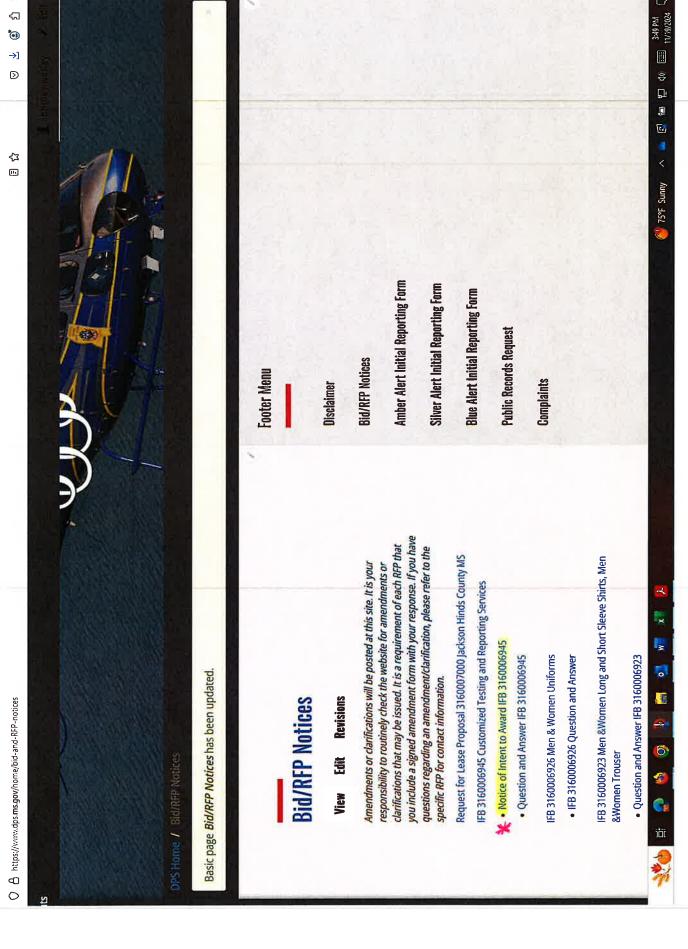
Questions and Answer IFB3160006945.pdf 🗸

Dear bidder, See attachment for question and Answer for the Mississippi Forensic Laboratory (MSFL). Thanks

Britney Wesley
Procurement Officer
Mississippi Department of Public Safety
P.O. Box 958
Jackson, MS 39205
Office: (601) 987-1407







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# IFB 3160006945 Customized Testing and Reporting Service Bid letter



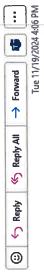
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Britney Wesley
To Onms@nmslabs.com
Cc Sonya Williams
3160006945 Notice of Intent to Award IFB.pdf 
63 KB
49 KB

Dear Bidder, See attachment for bid result letter from IFB 3160006945.

Britney Wesley
Procurement Officer
Mississippi Department of Public Safety
P.O. Box 958
Jackson, MS 39205
Office: (601) 987-1407











### Unexecuted Contract

### CONTRACT FOR PERSONAL SERVICES

### AGREEMENT BETWEEN THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY/ MISSISSIPPI FORENSICS LABORATORY AND NMS LABS

This Contract for Professional Services is made by and between the Mississippi Department of Public Safety ("DPS"), a state agency, whose address is 1900 E Woodrow Wilson Ave, Jackson, MS 39216, on behalf of the Mississippi Forensics Laboratory, and NMS Labs, whose address is 200 Welsh Road, Horsham, Pennsylvania, 19044, ("Contractor"), under the following terms and conditions:

- 1. <u>SCOPE OF SERVICES</u> Contractor agrees to perform and complete, in a timely and satisfactory manner, support services for the Mississippi Forensics Laboratory, as described in the document marked "Exhibit A Scope of Services," which is attached hereto and made a part hereof by reference.
- 2. <u>CONSIDERATION</u> DPS agrees to pay Contractor the following amount per item for a total payment not to exceed <u>\$432,920.00</u> for services to be performed pursuant to this Agreement.

During the period of the contract, Contractor must provide all the services described in the contract. Contractor understands and agrees that this is a requirements contract and that DPS must 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 DPS for the period of the contract. The amount is only an estimate, and Contractor understands and agrees that DPS 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 DPS 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, must not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

3. CONTRACT TERM The initial contract period must begin on <u>January 8, 2025</u> and continue through <u>January 7, 2026</u>, with an option of 4 yearly renewals provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods must be subject to the availability and appropriation of funds.

1 | Page

- 4. PAYMENT TERMS Contractor must submit weekly invoice(s) to DPS for services rendered. Payment will be made by DPS to Contractor within 45 days of the receipt of approved invoice. Contractor must submit to DPS invoices in such form and including such reasonable detail as may be required, along with supporting documentation of the activities performed pursuant to this contract.
- 5. **E-PAYMENT** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DPS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
- **PAYMODE** Payments by DPS using the Statewide Accounting System must be made and remittance information provided electronically as directed by the State. These payments must be deposited into the bank account of Contractor's choice. The State, may, at its sole discretion, require 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 must be in United States currency.
- of DPS to proceed under this Agreement are 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 DPS, DPS must have the right upon ten (10) working days written notice to Contractor, to terminate this Agreement without damage, penalty, cost or expenses to DPS of any kind whatsoever. The effective date of termination must be as specified in the notice of termination.
- 8. PROCUREMENT REGULATIONS This contract must be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Rules and Regulations* (PPRB), 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.
- 9. <u>APPROVAL CLAUSE</u> It is understood that if this contract requires approval by the PPRB and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review (OPSCR), and if this contract is not approved by the PPRB and/or OPSCR, it is void, and no payment must be made hereunder.
- 10. REPRESENTATION REGARDING CONTINGENT FEES Contractor represents that it 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 or proposal.

- 11. REPRESENTATION REGARDING GRATUITIES Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of DPS 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 DPS 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.
- **APPLICABLE LAW** This contract must 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 must be brought in the courts of the State. Contractor must comply with applicable federal, state, and local laws and regulations.
- 13. ANTI-ASSIGNMENT/SUBCONTRACTING Contractor acknowledges that it was selected by DPS to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor must not assign, subcontract or otherwise transfer in whole or in part, its rights or obligations under this Agreement without prior written consent of DPS, which DPS may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer without said consent must be null and void. No such approval by DPS of any subcontract must be deemed in any way to provide for the incurrence of any obligation of DPS in addition to the total fixed price agreed upon in this agreement. Subcontracts must be subject to the terms and conditions of this agreement and to any conditions of approval that DPS may deem necessary. Subject to the foregoing, this agreement must be binding upon the respective successors and assigns of the parties.
- 14. COMPLIANCE WITH EOUAL OPPORTUNITY IN EMPLOYMENT POLICY
  Contractor understands that DPS 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.
- 15. REQUIRED PUBLIC RECORDS AND TRANSPARENCY Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on

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www.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 DPS 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.

#### 16. 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:

- (1) 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;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. 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.
- 17. INDEPENDENT CONTRACTOR STATUS Contractor must, at all times, be regarded as and must be legally considered an Independent Contractor and must at no time act as an agent for DPS. Nothing contained herein must be deemed or construed by DPS, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between DPS and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DPS or Contractor hereunder creates, or must be deemed to create a relationship other than the independent relationship of DPS and Contractor. Contractor's personnel must not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DPS. (No act performed, or representation made, whether oral or written, by Contractor with respect to third parties must be binding

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on DPS.) This sentence is not located in these updated rules. Neither Contractor nor its employees must, under any circumstances, be considered servants, agents, or employees of DPS; and DPS must at no time be legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. DPS must not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, DPS must not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by DPS for its employees.

# 18. TERMINATION

- A. Termination for Convenience. The DPS Commissioner may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. DPS shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- B. Termination for Default. If DPS gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, DPS may terminate the contract for default and the Contractor will be liable for the additional cost to DPS to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.
- 19. OWNERSHIP OF DOCUMENTS AND WORK PAPERS DPS must 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 control assurance files and internal project correspondence. Contractor must deliver such documents and work papers to DPS upon termination or completion of the Agreement. The foregoing notwithstanding, Contractor must be entitled to retain a set of such work papers for its files. Contractor must be entitled to use such work papers only after receiving written permission from DPS and subject to any copyright protections.

#### 20. PROPERTY RIGHTS

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 DPS may terminate this contract at

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any time for its own convenience.

- **INDEMNIFICATION** To the fullest extent allowed by law, Contractor must indemnify, 21. defend, save and hold harmless protect, and exonerate DPS, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor must use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor must be solely responsible for all costs and/or expenses associated with such defense, and the State must be entitled to participate in said defense. Contractor must not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which must not be unreasonably withheld.
- 22. CHANGE IN SCOPE OF WORK DPS may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by DPS and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify DPS in writing of this belief. If DPS believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and must continue with the work as changed and at the cost stated for the work within the contract.

# 23. STOP WORK ORDER

- A. Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor stop all or any part of the work called for by this contract. This order must be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order must be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor must 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 must have agreed, the Chief Procurement Officer must 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 cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor must have the right to resume work. An appropriate adjustment must be made in the delivery schedule or Contractor price, or both, and the contract must be modified in writing accordingly, if:
  - the stop worker 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 Chief 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 must be allowed by adjustment or otherwise.
- D. Adjustments of Price: Any adjustment in contract price made pursuant to this clause must be determined in accordance with the Price Adjustment clause of this contract.
- 24. <u>INSURANCE</u> Contractor must 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 DPS as an additional insured. DPS 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. Contractor must be prepared to provide evidence of required insurance upon request by DPS at any point during the contract period and should consult with legal counsel regarding its obligations.
- 25. CONTRACT MANAGEMENT If the Contractor fails to adhere to the service schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, DPS will inform the Contractor, and the Contractor must complete corrective action within twenty-four (24) hours. No payment must 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.
- 26. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION It is

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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 must not be deemed to be a trade secret or confidential commercial or financial information and must be available for examination, copying, or reproduction.

- 27. ATTORNEY'S FEES AND EXPENSES Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor must pay to DPS all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by DPS in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances must DPS be obligated to pay any attorney's fees or costs of legal action to Contractor.
- 28. AUTHORITY TO CONTRACT Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 29. <u>DEBARMENT AND SUSPENSION</u> Contractor certifies to the best of its knowledge and belief, that it:
  - A. 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;
  - B. has not, within a (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - C. has not, within a (3) year period preceding this proposal, been convicted of or had a civil judgment 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;
  - D. 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,
  - E. has not, within a (3) year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

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- **MODIFICATION OR RENEGOTIATION** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
- **CONTRACTOR PERSONNEL** DPS must, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If DPS reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to DPS in a timely manner and at no additional cost to DPS. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 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 must 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. No waiver by either party to this agreement must be valid unless set forth in writing by the party making said waiver. 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 party will imply, be construed as or require waiver of future or other defaults.
- **FAILURE TO DELIVER** In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, DPS, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy must be in addition to any other remedies that DPS may have.
- **SEVERABILITY** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability must 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 must amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions into compliance with applicable law.
- **NO LIMITATION OF LIABILITY** 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.
- **WARRANTIES** Nothing in this agreement must be interpreted as excluding or limiting Contractor's implied warranties, which include implied warranties for merchantability and fitness for a particular purpose. See Mississippi Code Annotated § 75-2-719.
- 37. **HEADINGS** Headings and titles of sections in this contract are included herein for convenience of reference only and must not constitute a part of the contract for any other

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purpose and will not affect in any way the meaning or interpretation of this contract.

- 38. SCOPE OF AGREEMENT This agreement incorporates all the agreements covenants and understandings between the parties hereto concerning the subject matter hereof and all such covenants agreements and understanding have been merged into this written agreement. No prior agreements or misunderstanding, verbal or otherwise, of the parties or their agents must be valid or enforceable unless stated in this agreement. Contractor has no obligation to perform any duties or services (and will bear no responsibility for duties and services) other than those expressly specified in the Agreement.
- **ORAL STATEMENTS** No oral statement of any person must modify or otherwise affect the terms, conditions, or specifications stated in this contract. All limitations to the contract must be made in writing by DPS and agreed to by Contractor.
- 40. NOTIFICATION All notices required or permitted to be given under this Agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice must be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.
- 41. <u>HIPAA</u> Contractor agrees to comply with the Final Omnibus Rule of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any amendments there too, including electronic data interchange, code sets, identifiers, security and privacy provisions, as may be applicable to the service under this contract.
- to the extent that it is prevented from performing any obligation or services, in whole or in part, as a result of causes beyond the reasonable control and without the fault of negligence of such party and/or its subcontractors. Such acts must 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 must 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 must automatically extend such dates for 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.

The following persons have been empowered to act as the duly authorized representatives for execution of this contract:

For Contractor: Lori A. Knops NMS Labs 200 Welsh Road For DPS: Sean J. Tindell 1900 East Woodrow Wilson Avenue Jackson, MS 39216

# Horshman, PA 19044

NMS Labs	Mississippi Department of Public Safe
By:	By:Sean J. Tindell Commissioner
Date:	Date:

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# Exhibit A - SCOPE OF SERVICES

The Contractor will perform the following services upon request of the Mississippi Forensics Laboratory (MSFL), in fulfillment the purposes of this contract.

# TECHNICAL SPECIFICATIONS AND OPERATIONAL IMPACT

# The Contractor must:

- Provide forensic drug chemistry testing for the proposed volume of 12,000 exhibits over the course of 12 months, or sooner, if capacity allows and as other NMS project commitments end in 2025.
- Complete Internal Chain of Custody, and allow laboratory site inspection if desired by the MSFL.
- Standard Operating Procedures document SOP's available to support specimen handling, analytical procedures, Quality Control procedures and maintenance records of analytical instrumentation.
- Specimen Storage secure and maintain the specimen until return to the submitting agency in such a manner to prevent contamination and degradation.
- Confidentiality use reasonable care to protect the confidentiality of the clients.
- True forensic testing utilize two different analytical techniques or analysis performed by similar analytical methods on two separate specimen aliquots.
- Perform Analytical Capabilities for the following:
  - o Gas and Liquid Chromatography with multiple detectors (GC/FID, GC/MS, HPLC/UV)
  - o GC/MS
  - o LC/MS
  - LC/MS/MS Key ANAB ANSI National Accreditation Board
  - DEA U.S. Drug Enforcement Administration
  - GC/MS Gas Chromatography/Mass Spectrometry
  - GC/FID Flame Ionization Detector
  - HPLC High Performance Liquid Chromatography
  - o LC/MS Liquid Chromatography/Mass Spectrometry

# SERVICE AND SUPPLIES

# The contractor must:

- Perform only those tests ordered.
- Provide laboratory results within 30 days for Hemp/Marijuana differentiation or Drug Identification and 45 days for full Cannabinoid Quantitation.
- Provide the following testing:
  - o Marijuana/Hemp differentiation as it relates to the Mississippi Code 1972 Annotated § 69-25-203(g).
  - o Identify the plant Cannabis Sativa L. with the ability to determine whether delta-9-

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- tetrahydrocannabinol (THC) concentration is greater than three tenths percent (% 0.3) on a dry weight basis.
- Test for controlled substances as it relates to the Mississippi Code 1972 Annotated § 41-29-113 through § 41-29-121.
- o Provide a net weight, volume, or dosage unit amount of each item tested including a measurement of uncertainty for weight and volume.
- Provide a gross weight, volume, or dosage unit amount when all individual items are not tested.
- o Combine samples only when they are not in a closed condition.
  - Example Plastic bag containing multiple open plastic bags containing plant material may be combine for one net weight. Plastic bag containing multiple closed plastic bags containing plant material will not be combined for a net weight.
  - Sample a maximum of five individual items and analyze the individual samples with the greatest net weight or volume. In the case of dosage units, a maximum of 3 will be tested.
- 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.
- Provide client support, expert services, and a seized drug analyst available daily to answer client questions via phone and/or email and support testimony needs.
- Procure professional liability coverage in the amount of \$1,000,000 per occurrence for each year of the contract and offer proof of such coverage.

#### **MAINTAIN ACCREDITATION**

#### The successful contractor must:

- Maintain ISO 17025:2017 by ANAB accreditation in the discipline of Seized Drugs.
- Maintain licensure by U.S. Drug Enforcement Administration.
- Provide an example of testing capabilities as it pertains to the differentiation of Marijuana from Hemp as it relates to the Mississippi Code 1972 Annotated § 69-25-203(g) and the ability to obtain an accurate weight of analyzed specimens.
- Provide an example of the testing capabilities as it pertains to controlled substance/drug identification as it pertains to Mississippi Code 1972 Annotated § 41-29-113 through § 41-29-121.
- Provide an accurate weight, volume, or dosage unit of controlled substance in question including the uncertainty of measurement where applicable.
- Conduct in-house Proficiency Testing and Quality Assurance Programs, with ability to present documentation upon demand.
- Perform all forensic testing services on site at the Contractor's laboratory facilities. Contractor laboratory must not utilize a subcontractor for Marijuana/Hemp differentiation or controlled substance identification.
- Provide electronic report delivery to the MSFL via a LIMS system.
- Provide the following report minimum requirement
  - o Name of Facility with contact information, name of analyst certifying report, weight, substance(s) identified, client contact information, case and sample unique

identifier, suspect name, and testing performed including testing methods.

- Securely store MSFL samples in a secure facility from the time received from MSFL untilsuch times as they are relinquished back to the MSFL.
- Maintain capabilities to analyze up to 1000 samples per month for the duration of the contract.

# REPORTS AND RECORDS REQUIREMENTS

#### The contractor must:

- Maintain records in such form and for such duration as may be required by federal, state, and local statutes and regulations.
- Maintain the confidentiality of information contained in the report.
- Assign a Contractor Account Representative to work directly with the Contracting Agency Representative.
- All state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.
- It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.
- The Contractor's employees should refrain from using foul, abusive, or profane language on state property.
- The MDPS reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on facility grounds.
- Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
- Be responsible for all damages and must be held responsible for replacing or repairing any damage due to negligence on the part of the Contractor or Contractor personnel to any person(s) and/or property. The Contractor must replace and repair any damage to any building or property, including but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.) caused by on-site activities. Contracting Agency may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.
- Exercise precautions at all times for the protection of persons (including employees) and property. The Contractor must make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. The project must at all times be properly supervised and adequately manned by an experienced crew of appropriate size. All work must be accomplished by skilled workers familiar with and trained to do this type of work. Workers must be qualified to operate and/or use the equipment necessary to accomplish this work. The Contractor must be responsible for the supervision and direction of the work performed by its personnel. The Contractor must be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor must be maintained in safe operating condition at all times and be free from defects or wear that may in any way constitute a hazard to any person or persons on state

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property. All incidents involving agency property or personnel must be reported to the designated agency contact immediately upon occurrence.

- Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to
  the Contracting Agency's operation at all times, including but not limited to the items listed
  above. Deviations from these policies by the Contractor or its personnel will not be tolerated
  and will be considered grounds for contract termination.
- Perform all services provided in the contract between the contractor and MDPS in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor must be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB must negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description must be recognized as meaning that only the best commercial practices are to prevail, and that only first quality materials and workmanship are to be used.

# The Contractor must also:

- Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes for their business and employees.
- Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees.
- Perform a background check and/or drug screening prior to placement if requested by the Contracting Agency and verify and/or provide the results; and,
- Replace immediately, at no additional expense to the Contracting Agency, any employee not performing satisfactorily.

# Vendor Bid Packet

# ATTACHMENT A

# **Bid Cover Sheet**

The Mississippi Department for Public Safety is seeking to establish a contract for Customized Testing and Reporting Services of Forensic Drug Testing at our Forensic Laboratory. Bids are to be submitted as listed below, on or before 10:00 A.M. CST November 12, 2024.

# PLEASE MARK YOUR ENVELOPE:

# IFB 3160006945

Opening Date: November 12, 2024
Mississippi Department of
Public Safety
Attention: Britney Wesley or Sonya Williams
1900 E. Woodrow Wilson Boulevard, 4th Floor, Room 402
Jackson, MS 39216

# SEALED BID — DO NOT OPEN

Name of Company: NMS Labs				
Quoted By:Eric Rieders				
Signature:				
Address: 200 Welsh Road				
City/State/Zip Code: Horsham, PA 19044				
Company Representative: Eric Rieders				
Telephone: 800-522-6671				
Fax: _215-366-1504				
E-mail:nms@nmslabs.com				
FEI/FIN # (if company, corporation, or partnership):	23-1731658			
SS# (if individual):				



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MS Labs response I	o IFB # 3160006945 November 12, 2024
	November 12, 2024
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Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB:

Lori Knops 267-567-3153

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

What year was your company started? \_\_1970

How many years and/or months has your company been in the business of performing the services called for in this Invitation for Bids? <u>54 years</u>

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. <u>200 Welsh Road, Horsham, PA 19044</u>

If your company is not physically located in the region, how will you provide Customized Testing and Reporting services to the Mississippi Forensics Laboratory?

NMS Labs has a network of ISO 17025-accredited laboratories strategically located across the United States, including a site within a 7-hour drive from MSFL's main laboratory in Pearl, MS. This proximity allows for sample delivery. Final reports are delivered electronically via a secure online portal accessible by authorized MSFL personnel.

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. <a href="NMS Labs">NMS Labs</a> is not currently for sale or involved in any transaction to expand or become acquired by another business entity.

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids. <a href="NMS Labs holds DEA licensure and is also accredited by ANAB">NMS Labs holds DEA licensure and is also accredited by ANAB</a> ISO/IEC 17025:2017 (ANSI National Accreditation Board) for both Seized Drugs and Toxicology. Please see complete list of licensure along with DEA license and ANAB certifications attached.

For how many customers has your company provided the requested service in this IFB 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. In the past two years, NMS Labs has provided forensic and toxicology testing services to over 3,000 clients across a national client base and, at times, internationally. Our clients include a range of state, local, and federal government agencies, law enforcement, medical examiners, and prosecutors. Services offered encompass drug identification, forensic toxicology analyses, backlog reduction, and specialized analyses for various complex cases. We cannot disclose total billing amounts due to \$3.0M, and \$2.4M (10/1/22 - 9/30/24).

What is the largest customer your company has provided Customized Testing and Reporting assessment services for in the past two (2) years? Please include the annual amount of the billing. In the discipline of seized drug analysis, Georgia Bureau of Investigation (GBI) Division of Forensic Sciences. 10/1/2022 - 9/30/2023, \$1.6M; 10/1/2023 - 9/30/2024, \$1.6M.

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

- Specialized Services: Qualitative and Quantitative Drug Identification/Controlled Substances Analysis.

  Hemp/Marijuana Differentiation, THC Quantitation, Expert Witness Testimony, and Forensic Support Services.
- Certifications and Accreditations: ANAB ISO/IEC 17025:2017 Accreditation and DEA Registration.
- Experienced Staff. Forensic chemists meeting educational experience of accrediting bodies with comprehensive training, a dedicated Quality Assurance team overseeing continuous internal proficiency testing, external benchmarks, and compliance with ISO 17025 standards, Forensic Client and Expert support staff who facilitate seamless client communication and manage inquiries, results, and testimony needs.

List all the equipment that your company has available or that is intended to be used to perform the services required in this Invitation for Bids. Please see the attached equipment list. The extensive equipment list provided below is sufficient to test 1,000 exhibits/month for MSFL. Specific to capacity for each item below, all GC/MS have autosamplers that hold from 100 to 150 samples, including quality control samples, and are scheduled to optimize use. NMS Labs has two freezer mills that have the capacity to process 200 samples/month. Please note that every chemist has their own balance, pipettes, printer, and scanner; therefore, is not a limiting factor in testing.

		OWNE	D EQUIPMENT		
Year	Make	Model	ID#	Capacity	Description
					_

		RENTED/LE	CASED EQUIPN	MENT	
Year	Make	Model	ID#	Capacity	Description
			_		-

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#### Attachment B

# Bid for Customized Testing and Reporting Services for MSFL

Company	Company Representative	Telephone
NMS Labs	Lori Knops	267-567-3153

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

- All required equipment and materials
- 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.

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

# Customized Testing and Reporting Services for the MS Department of Public Safety, MS Forensic Laboratory

RFX# 3160006945

Date: November 12, 2024 - Time: 10:00 A.M. (CST)

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

# (Detailed Description of services can be found in Section 2.2 of this IFB)

BID FORM (Part one)

Description

Price

Customized Testing and Reporting Services, Annually Total

Hemp/Marijuana Differentiation: \$240 \$ Drug ID: \$305

\*Please see supplemental price sheet

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# Supplemental Pricing Information

Depending on the nature of the samples, the following fees may apply on occasion:

Test (Description)	Discount Price
Cannabinoid Quantitation (add-on required for cases that need reflexed from Hemp/Marijuana Differentiation to THC Full Quantitation)	\$295
Hemp/Marijuana ID & Quantitation (if MSFL choose THC ID/Full Quantitation in place of Hemp/Marijuana Differentiation)	\$425
Case Set-Up (hourly, applicable to larger cases that take longer than 30 minutes to open on the bench)	\$100/hour (billed in increments of 15 minutes)
Drug ID Expedite (per sample, upon request by MSFL)	\$300
Case Cancellation/Handling (if MSFL cancels testing after the case is received at NMS Labs)	\$60
Freezer Mill Usage (used to homogenize edibles)	\$125

All other testing ordered during this effective period will be billed at prevailing List Price Fees.

# Bid Form (Part Two)

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, 3160006945, and the attachments herein.
- 2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160006945, and the attachments herein.
- 3. That the company agrees to all provisions of this Invitation for Bids, 3160006945, and the attachments herein.
- 4. That the company will perform, without delay, the services required at the prices quoted in this Attachment B.
- 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: _	Eric Rieders		
Signature/Date:	0.	(	1117 124
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# Attachment C

# Reference 1

ame of Company:Georgia Bureau of Investigation (GBI) Division of Forensic Sciences
ame of Company: Georgia Bureau of Investigation (OB), Street
Dates of Services: 2019 - present
Contact Person: Lori Nix, Lori Nix@gbi.ga.gov
Address: 3121 Panthersville Road
City/State/Zip: Decatur, GA 30034
Telephone: 404-270-8077 (desk), 678-346-6643 (cell)
Fax: (404) 270-8154
Reference 2
Name of Company:Indiana State Police, Laboratory Division
Dates of Services: 2024 - present
Contact Person: Paulita Thompson, pthomason@isp.in.gov
Address: 550 West 16th Street, Suite C
City/State/Zip: Indianapolis, IN 46202
Telephone: (317) 921-5308
Fax:
Reference 3
Name of Company: DC Department of Forensic Sciences
Dates of Services: 2022 - present
Contact Person: Krystyna Hopkinson, kristy.hopkinson@dc.gov
Address: 401 E Street SW, 3rd Floor
City/State/Zip: Washington DC, 20024
<b>Telephone:</b> Office: 202-442-8345, Mobile: 202-507-3506
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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 4.2 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:

- 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 Office of Personal Service Contract Review Board 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: Eric Rieders / Interim President & CEO

Signature/Date: 11/7/24

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

# **Questions and Answer**

# IFB # 3160006945 Customized Testing and Reporting Services for MSFL November 5, 2024

# Question 1. Section 2.2, Page 7

Regarding the requirement that the vendor "shall provide an example of the testing capabilities as it pertains to controlled substance/drug identification as it pertains to Mississippi Code 1972 Annotated 41-29-113 through 41-29-121, "could you please clarify the following:"

a. What is required in the example to demonstrate testing capabilities (e.g., test methodologies, scope of testing, or reporting example – hemp/marijuana differentiation, qualitative Drug ID, or both?)

Answer: Test methodologies, scope of testing, report example. Qualitative Drug ID and hemp/marijuana differentiation specifically the ability to quantitate for total delta 9 THC content to demonstrate the concentration is greater than 0.3%.

# Question 2. Section. 2.2 Page 7

Regarding the requirement for "Expert Witness Testimony available with experience in forensic seized drug cases." could you please clarify the following:

a. Is video testimony acceptable for expert witness testimony?

Answer: Video testimony is not guaranteed. It will be at the discretion of the attending Judge, District Attorney, and Defeuse Counsel. Expert testimony will be needed for any cases analyzed in which the court deems expert testimony is necessary for prosecution.

**b.** Who is responsible for paying for expert witness testimony? Does the state desire the vendor to provide Expert Witness Testimony or have available a pool of expert witnesses?

Answer: It is generally the responsibility of the District Attorney's office/county where the case is being prosecuted to pay for testimony. The vendor will provide expert testimony given by the certifying analyst or reviewer of the case

#### Question 3. Section 2.2, Page 7

Regarding-the requirement that the "Facility must be within a 7-hour drive from the Main Laboratory located in Pearl MS and be capable of taking direct delivery from MSFL, "could you please clarify the following:"

a. Can the vendor utilize its network of laboratories to assist in processing cases under this project, while ensuring the main laboratory assigned for case deliveries remains within the specified 7-hour drive?

<u>Answer:</u> This will not be an issue if pick-up and delivery are within the 7 hours from the Pearl Lab.

# Question 4. Section 2.2, Page 7 and Section 2.3, Page 11

There appears to be a discrepancy between the number of samples listed in the Term section and the monthly capacity requirement. The Term section (Section 2.3, Page 11) states that there will be approximately 2,164 samples in total for the contract while the scope of services (Section 2.2, Page 7) requires the vendor to have the capability to analyze up to 1,000 samples per month.

a. Could you please clarify the expected total volume of samples over the duration of the contract?

Auswer: The 1000 a month allows the cases to be completed faster. The approximate number of samples in this contract is based on current available funding. Additional samples are available for testing but contingent on funding provided by MS Legislation in FY 2026.

**b.** Should the monthly capacity of up to 1,000 samples be maintained for the entire contract?

<u>Answer:</u> Yes, we need high sample processing throughout to eliminate our backlog in the shortest time possible.

# Question 5. Section. 2.2, Page 7

Regarding the requirement to "submit an example of reports with bid response" under Result Reporting, could you please clarify the following:

a. Should the vendor submit one example of each type of report, specifically both a hemp/marijuana differentiation report and a controlled substance identification report?

Answer: A report of Marijuana/hemp determination and one controlled substance (example. Methamphetamine) will suffice.

b. If only one report is required, is there a preferred report type that should be submitted?

Answer: Both types of reports are required.

# Question 6. Section 2.2., Page 8

Regarding the Analytical Capabilities section, it lists several methods (e.g., GC/FID, GC/MS, LC/MS/MS). To note, not all these methods are applicable to the testing requested. Could you please clarify:

**a.** Are all the listed methods required for the scope of this contract, or can the vendor focus on the methods most applicable to the specific testing requested (e.g., marijuana/hemp differentiation and controlled substance identification)?

Answer: They are not all required as long as the methods and instrumentation used are capable of the qualitative and quantitative analysis needed

# Question 7. Section 2.2. Page 8

Regarding the requirement to "Agree to perform only those tests ordered," could you please clarify:

a. Would it be acceptable for the vendor and MSFL to set up a mutually agreed-upon testing protocol at the start of the project, rather than handling individual case-by-case orders?

Auswer: Yes.

# Question 8. Section 2.2 Page 8

Regarding the requirement to "Agree to provide laboratory results within 30 days for Hemp/Marijuana differentiation or Drug Identification and 45 days for full Cannabinoid Quantitation," could you please clarify the following:

a. Full Cannabinoid Quantitation is mentioned here but not listed elsewhere in the document or in the scope of services. Could you please clarify whether this type of testing is required, and if so, what specific cannabinoids are included? When and how often would this be requested?

Answer: If the laboratory chooses to do a semi quantitation method to show that the THC percentage is greater than 1% that will be acceptable within a 30-day

turnaround time. If in cases where the results are inconclusive or less than 1% and a full quantitation of THC is needed, then it will be extended to 45 days in that case.

30-day turnaround will be expected for controlled substance cases. Per year.

b. The turnaround time for controlled substance identification is not explicitly mentioned in other sections of the document. Could you confirm if the 30-day turnaround time applies to controlled substance identification, or if another timeline is required for this type of testing.

Answer: 30-Day turnaround time is sufficient.

c. Due to the large volume of samples anticipate under this contract, is there any flexibility on the turnaround time requirement-for example, 45 days for both Hemp/Marijuana differentiation or Drug Identification?

Answer: Yes

# Question 9. Section. 2.2, Page

Regarding the requirement for Marijuana/Hemp differentiation as it relates to Mississippi Code 1972 Annotated 69-25-203(g), which specifies that the vendor must identify the plant Cannabis Sativa L. and determine whether delta-9-tetrahydrocannabinol (THC) concentration is greater than 0.3% on a dry weight basis, could you please clarify the following:

**a.** Does the 0.3% THC threshold apply only to delta-9 THC, or does Mississippi also require the inclusion of THCA (and the calculation of "total THC") in determining whether a sample exceeds the threshold?

Answer: THCA will need to be included.

**b.** This vendor employs a semi-quantitative GC/MS approach similar to a DEA method. This method effectively determines whether plant material has a Total Delta-9 THC concentration of greater or less than 1.00% on a dry weight basis. We also offer methos for providing a quantitative value for delta-9 THC as a percentage by weight. Our current approach begins by utilizing our semi-quantitative method, then for items that report as less than 1.00% THC, the full quantitative method can be added. Does this vendor's current approach satisfy your reporting needs?

Answer: Yes

# Question 10. Section 2.2, Page 9

Regarding the requirement that a "seized drug analyst must be available to answer client questions via phone and/or email and support testimony needs, "could you please clarify the following:

- a. Are there specific safeguards in place to protect the confidentiality of case-related information (e.g., should the client be required to provide an account number, case number, or tother identifying information when contact the vendor's laboratory)?
  - Answer: Yes, the client should be required to provide a specific case number associated with the case both MSFL and the outsourcing laboratory case id.
- b. Would it be acceptable for the vendor to suggest that all questions be directed to a point of contact at MSFL, who can field questions and verify the identity of the client before connecting with the vendor's laboratory with case specific details?
  - <u>Answer:</u> Yes, it is preferable that questions from the submitting agencies be routed through the MSFL to outsourcing.
- **c.** What is the expected frequency of testimony events that eh vendor should anticipate over the duration of the contract?

Answer: Approximately 5% of cases go to trial.

- **d.** How often are litigation packages typically requested by MSFL or other involved legal entities?
  - Answer: Generally, only the report is needed. Less than 5% need anything such as bench notes and data sheets.

# Question 11. Section 2.2, Page 9

Regarding the requirement to "Agree to maintain records in such form and for such duration as may be required by federal, state, and local statues and regulations," Could you please clarify:

a. If the vendor's record retention policies are already dictated by accrediting bodies (such as ANAB), will these policies be sufficient to meet the state's requirements?

Answer: Controlled substances report and work packet (bench notes, data files) will need to be maintained for a minimum of 10 years.

**b.** Are there any additional state-specific or agency-specific requirement beyond those typically mandated by federal accreditation bodies that the vendor must consider in terms of form and duration of record retention:

<u>Answer:</u> Controlled substance report and work packet (bench notes, data files) will need to be maintained for a minimum of 10 years

# Question 12. Section 2.3.1, Page 11 and Attachment B, Pages 20 and 21

Regarding the requirement that a "unit price shall be given for each service" and that the price must remain the same through the contract, could you please clarify:

a. Expert services such as testimony and litigation packages are typically invoiced separately from the cost of testing at our laboratory. However, these services do not appear to be explicitly mentioned in Attachment B or the pricing structure. Should these expert services be included in the unit price for testing, or would it be acceptable to invoice them separately as needed.

Answer: Please provide an hourly rate for testimony so the DA's will be aware.

**b.** If separate invoicing is allowed, how should these services be accounted for in the bid response?

Answer: The entity issuing the subpoena is responsible for payment.

## Question 13. Section 2.3.1.1, Page 11 and Attachment F, Page 28

Section 2.3.1.1 states that unit prices shall remain the same throughout the contract, but Attachment F, 10, d. refers to the price adjustment clause, suggesting that price adjustments may be allowed.

**a.** Could you please clarify whether prices increases or adjustments will be permitted in successive contract years?

Answer: Yes

**b.** If price adjustments are allowed, could you provide details on the conditions under which they would be granted?

Answer: Pricing may be adjusted in a multi-year contract. Price adjustments are available after each year.

# Question 14. Attachment B, Page 20

Regarding the pricing structure outlined in Attachment B, it does not appear to account for expert testimony services, litigation packages, or related expenses such as travel, per diem, and other travel-related costs, which NMS Labs typically invoices separately from testing costs.

**a.** Should testimony services (in-person and video), litigation packages, and related travel expenses be included in the unit price for testing, or it is acceptable to invoice these services separately based on actual usage?

Answer: No. Separate invoices should be provided and directed to the requester for these services (i.e. District Attorney).

**b.** If separate invoicing is acceptable, should a pricing structure for testimony, litigation package, and related expenses (e.g., travel, per diem, hotel) be provided in the bid response, and if so, where should this information be detailed?

Answer: I expect this is flexible and based upon negotiations with the requester for court testimony.

## Question 15. Attachment B, Page 21

Regarding Attachment B on Page 21, the form requests an "Annually Total Price", but Section 2.3.1.1 in IFB states that a unit price shall be given for each service. We have the following questions:

**a.** Should the bid include both a unit price and an annual total for each service, or should the total price be extrapolated from the unit price? If so, how should the unit price be incorporated into Attachment B?

Answer: Unit price.

**b.** At what volume should the Annually Total Price be calculated-based on the maximum monthly capacity (up to 1,000 samples per month) or the stated total of 2,164 sample?

Answer: Unit prices. The 2,164 samples are an approximate value based upon current available funding.

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# Question 16. 2.2 Scope of Services: Vendor Requirement Bid Specifications: Page 6

"ISO 17025:2017 by ANAB accreditation in the discipline of Seized Drugs is required. A copy of accreditation certificate must be included with bid."

a. Are any other accreditation bodies accepted, such as A2LA?

Answer: Yes, as long as it is ISO 17025:2017.3

# Question 17. 2.2 Scope of Services: Vendor Requirement Bid Specifications: Page 6

"Vendor shall hold/maintain licensure by U.S. Drug Enforcement Administration. A copy of DEA license must be submitted with bid."

a) Please specify which DEA license is needed.
 Answer: Analytical Lab and possession of schedules 1-5.

- b) Please clarify if an existing licensed Mississippi Medical Marjuana Testing Facility can conduct these services without conflicting with existing DEA regulations?

  Answer: No. To my knowledge the two are conflicting and can not be conducted in the same facility.
  - c) Further, can a currently licensed Mississippi Medical Marijuana Testing Facility continue operations within the Mississippi Medical Marijuana Program should it be awarded this IFB and hold a DEA controlled substance (seized drugs) license.

Answer: To my knowledge it is not possible to obtain a DEA license while testing Medical Marijuana in the State of Mississippi.

#### Question 18. 2.2 Scope of Services: Vendor Requirement Bid Specifications: Page 7

"Vendor shall provide an example of the testing capabilities as it pertains to controlled substance/drug identification as it pertains to Mississippi Code 1972 Annotated § 41-29-113 through §

- a) Are there specific analytes under the Mississippi Code that you are anticipating testing needs for?
  - Answer: The most common are Marijuana, Methamphetamine. Cocaine and Opioids.
- b) Can the vendor have a flexible scope of accreditation as it pertains to seized drugs?

  Answer: Yes.

## Question 19. 2.2 Scope of Services: Vendor Requirement Bid Specifications: Page 7

"Facility must be within a 7-hour drive from the Main Laboratory located in Pearl MS and be capable of taking direct delivery from MSFL."

a) Is the State accepting bids from vendors located outside of Mississippi? Answer: Yes.

# Question 20. 2.3 Term Page 11

"There will be approximately 2,164 samples. The sample will consist of mostly seized drugs in the form of plant material, crystaline material, powders, and pills."

- a) Last year, the state issued a similar IFB for Customized Testing and Reporting Services for MSFL #3160006113. Under that award, how many samples were tested? Answer: None.
- b) Was any testing beyond plant material for Marijuana/Hemp differentiation conducted?

  <u>Answer:</u> No.
- c) What tests were performed? Answer: None.

# Question 21. 4.1.4 Minimum Qualifications to be Deemed Responsive

"Bidder must have been in business and providing the services listed in IFB or in requirements and scale to those described in this Invitation for Bid for a minimum of one (1) year.

1. Must the bidder have been testing specifically controlled substances/drugs for a minimum of one year? Or do testing services for Marijuana/Hemp meet the qualification?

Answer: Both must be met.

I acknowledge and accept all terms and conditions of the Invitation for Bid (IFB), Amendments, and Question &n Answer. I hereby, certify that I am authorized to sign for my company.

0.	11-7-2024
Signature	Date
Eric Rieders	11/7/2024
Name (Printed)	Date



#### Corporate Overview

-NMS Labs, first-founded in 1970, has since earned the reputation as a high-quality-bioanalytical toxicology and forensic analysis laboratory. For 54 years, we have supported the Forensic Science community, providing comprehensive Criminalistics services including drug identification for narcotics seizures, forensic toxicology analyses, and expert forensic support across a diverse range of casework.

NMS Labs brings extensive experience with state, local, and federal government crime labs and partners with law enforcement agencies, medical examiners, prosecutors, defense attorneys, and private industry, among other clients. Our forensic services span routine drug chemistry testing, forensic toxicology, backlog reduction initiatives, and specialized analyses of unknown substances related to product counterfeiting and tampering. We currently serve over 3,000 clients nationally and internationally, primarily in the government sector.

NMS Labs is accredited by ANAB ISO/IEC 17025:2017 for Seized Drugs and Toxicology. This supports our goal of providing the highest quality forensic science services in a timely, confidential, and professional manner. Additionally, we hold national laboratory accreditations and licensures through the College of American Pathologists (CAP) Laboratory Accreditation Program (LAP), College of American Pathologists (CAP) ISO 15189, and the Texas Forensic Science Commission. All drug chemistry analysis follows SWGDRUG (Scientific Working Group for the Analysis of Seized Drugs) recommendations, and a comprehensive list of our accreditations and certificates is included in the Attachments Section. In addition to all the quality standards, we also comply with FAR 52.203-5 Covenant Against Contingent Fees. Kindly note, NMS Labs does have bona fide employees that make commission; however, we have not contracted with any outside agencies on this bid.

Our network of ANAB-accredited laboratories extends beyond our main facility in Horsham, PA, with secured facilities in Texas, North Carolina, Pennsylvania, and Florida, each maintaining ISO 17025 accreditation. This network provides our clients with increased capacity and operational flexibility, enabling us to meet high-volume testing demands, especially those arising from legislative changes, such as requirements for quantitative analysis of THC in evidence.

ISO 17025 Accredited Disciplines by	y Facility
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Facility ISO 17025 Accredited Disciplines				
Headquarters, Horsham, PA	Toxicology			
Crime Lab, Willow Grove, PA	Seized Drugs			
Bucks County, PA	Seized Drugs			
-	Seized Drugs			
Dallas-Fort Worth, TX	Seized Drugs			
Winston-Salem, NC	Seized Drugs			
Jacksonville, FL	Toxicology			

We have carefully reviewed the Conditions, Provisions, and Specifications put forth in the RFB and NMS Labs has the capacity to analyze up to 1,000 samples per month as required, with additional resources available to handle any increase in case volume if needed. Our laboratory network ensures we can scale efficiently to meet Mississippi's Forensic Laboratory's (MSFL) demands throughout the contract duration.

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# Response to 2.2 Scope of Services

# Vendor Requirement Bid Specifications:

- NMS Labs upholds the highest professional standards, consistently delivering quality forensic analysis. NMS Labs is accredited by ANAB ISO/IEC 17025:2017 for:
  - Seized Drugs
  - o Toxicology

This accreditation supports our commitment to reliable, confidential, and timely forensic services. Additionally, NMS Labs holds other national accreditations and licensures, including those from the Texas Forensic Science Commission (FSC), DEA Registration, College of American Pathologists (CAP) ISO 15189 Laboratory Accreditation Program (LAP), and Clinical Laboratory Improvement Amendments 1988 (CLIA). The complete list of our licensures and a copy of the ANAB certificate are included with this bid.

- NMS Labs holds and maintains active licensure with the U.S. Drug Enforcement Administration (DEA), ensuring compliance with federal regulations for controlled substance analysis. A copy of our DEA license is included with this bid submission for verification.
- NMS Labs offers testing for the differentiation of Marijuana from Hemp, in alignment with Mississippi Code 1972 Annotated § 69-25-203(g). Our methods allow for determination of delta-9-THC concentration to assess compliance with the legal threshold of 0.3% on a dry weight basis.

To address Mississippi's requirement, NMS Labs utilizes a semi-quantitative Gas Chromatography-Mass Spectrometry (GC/MS) approach, consistent with DEA methods, to initially evaluate delta-9-THC levels. This method effectively determines whether material has a Total Delta-9 THC, which includes THCA, concentration of greater or less than 1.00% on a dry weight basis. For samples resulting below 1.00%, we then can add a fully quantitative method to determine exact delta-9-THC concentration. This dual-step approach provides both testing efficiency and cost savings to MDPS.

Reports include uncertainty of measurement for all net weights.

 NMS Labs offers comprehensive testing capabilities for controlled substance and drug identification, in alignment with Mississippi Code 1972 Annotated §§ 41-29-113 through 41-29-121. Our methodologies encompass the identification of a broad scope of controlled substances in various sample types, including solids, liquids, edibles, and plant materials.

NMS Labs' forensic drug chemistry testing adheres to industry standards and SWGDRUG recommendations, using a minimum of two independent analytical techniques to confirm substance identification. This multi-step approach ensures accuracy in identifying a broad scope of controlled substances, including emerging synthetic cannabinoids, designer stimulants, and other novel psychoactive substances.

To demonstrate our testing capabilities, please see the attached NMS Labs sample reports that include the specified test methodologies used. Additionally, we have provided our scope of testing, The reports address both qualitative Drug ID and hemp/marijuana differentiation, in alignment with Mississippi Code 1972 Annotated §§ 41-29-113 through 41-29-121.

 NMS Labs provides precise measurements of weight, volume, or dosage units for controlled substances, incorporating uncertainty of measurement where applicable. Our processes adhere to industry standards for forensic measurement and reporting.

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• NMS Labs upholds rigorous Quality Assurance and Quality Control standards, overseen by a dedicated Quality Assurance department that ensures compliance with accreditation and certification requirements. Our laboratory conducts comprehensive in-house proficiency testing programs to benchmark our performance, supplemented by external proficiency testing. Internal reviews, regular audits, and continuous improvement measures are integral to our QA/QC protocols.

A complete list of proficiency testing and results are available upon request.

- NMS Labs operates a unique network of accredited laboratories, allowing us to efficiently manage testing volumes through internal load leveling while maintaining stated turnaround times. All forensic testing services for MDPS will be performed on-site at NMS Labs facilities, without the use of subcontractors or reference laboratories. Each NMS Labs facility is ANAB-ASCLD/LAB ISO 17025 accredited, employing validated methods and internal chain-of-custody protocols.
- NMS Labs will not subcontract and will perform all work with our own personnel and equipment, as required.
- NMS Labs' Expert Services Department is fully prepared to support Mississippi DPS with expert
  witness testimony, both in person and video testimony, in forensic seized drug cases. Our expert
  services staff can assist with subpoenas, litigation packages, affidavits, and testimony
  scheduling. The team is available by phone at 844-276-0768, Monday through Friday, from 7:00
  am to 4:30 pm Central Time.

Our team includes highly experienced forensic chemists who oversee all analyses for MSFL samples. Each analyst has completed comprehensive moot court training to prepare for courtroom testimony, ensuring their readiness to present and defend our findings. NMS Labs' court-qualified professionals are fully equipped to provide expert testimony on analytical methods, testing principles, instrumentation, standard operating procedures, and findings for all detected substances.

We understand that payment for expert testimony is typically the responsibility of the District Attorney's office or the county prosecuting the case.

 NMS Labs uses a secure Laboratory Information Management System (LIMS) to manage all sample testing and processing, ensuring accurate tracking from initial log-in through final reporting. Each sample is uniquely identified and monitored within the LIMS, providing comprehensive documentation and traceability throughout the testing process.

Final reports are delivered electronically to MSFL via a secure online portal, which also allows MSFL authorized users to perform historical queries on submitted evidence.

- NMS Labs will issue a signed, court-ready report for each case submitted by MSFL. Each report undergoes both technical and administrative reviews to ensure accuracy, compliance, and readiness for court proceedings. Reports include all required elements: the name of the facility with contact information, name of the certifying analyst, weight, substance(s) identified, client contact information, case and sample unique identifiers, suspect name (if provided), and detailed testing performed, including testing methods used. Please refer to the Attachments Section for an example report.
- NMS Labs has a designated laboratory within a 7-hour drive from the MSFL main laboratory in Pearl, MS, which is fully equipped to receive direct deliveries, or shipments, from MSFL and



#### process the majority of cases for this project.

To ensure optimal efficiency and capacity for MSFL, NMS Labs may also leverage our network of ANAB-accredited laboratories to support this contract. Each laboratory within our network adheres to strict chain-of-custody protocols, validated methods, and ISO 17025 accreditation standards. By utilizing this network, NMS Labs can provide additional capacity and flexibility while maintaining compliance with MSFL's delivery requirements.

 NMS Labs ensures that all evidence received from MSFL is securely stored and monitored throughout its time in our facilities. Evidence is stored in a limited-access area, secured with 24/7 alarm systems and video surveillance, and accessible only via a card-controlled entry system.

Upon receipt, each sample is uniquely identified and logged into our Laboratory Information Management System (LIMS), which tracks all testing and processing activities, ensuring traceability. Our internal chain-of-custody protocol begins immediately, documenting every stage from receipt through release, and preserving the integrity, condition, and security of each item from the moment of receipt until samples are relinquished back to MSF. This policy applies to evidence that is hand-delivered to NMS Labs as well evidence received via mail carriers.

 We have carefully reviewed the Conditions, Provisions, and Specifications put forth in the RFB and NMS Labs has the capacity to analyze up to 1,000 samples per month as required, with additional resources available to handle any increase in case volume if needed. Our laboratory network ensures we can scale efficiently to meet MSFL's demands throughout the contract duration.

#### Scope of Work:

- Forensic Seized Drug Identification capabilities NMS Labs offers a comprehensive suite of forensic seized drug identification capabilities through our multiple ISO 17025-accredited facilities. Each facility employs validated testing methods and maintains strict internal forensic chain-of-custody protocols to ensure integrity and traceability throughout the analysis process. Our capabilities include, but are not limited to, the following:
  - Qualitative Determination of Controlled Substances: We analyze a broad range of controlled substances, prescription drugs, and over-the-counter preparations, as well as synthetic cannabinoids, designer stimulants, and novel psychoactive substances (NPS).
     Our qualitative testing covers over 1,100 compounds and is continually updated.
  - Memp/Marijuana/THC Identification and Quantitation: We perform analyses to differentiate Hemp from Marijuana using DEA-approved GC/MS methods, capable of determining Total Delta-9 THC concentration on a dry weight basis. Quantitative determination is available for exact THC percentages upon request.
  - Quantitative Analysis: Where needed, NMS Labs offers precise quantitation of controlled substances to meet legal and regulatory requirements.
  - o <u>Isomer Determination</u>: We provide isomer differentiation, such as d- and l-methamphetamine.
  - o <u>Chemical Form Identification:</u> NMS Labs can distinguish chemical forms, such as salt versus base form for substances like cocaine, as necessary.
  - o <u>Detection of Synthetic Drugs:</u> We are equipped to detect and analyze synthetic cannabinoids, novel psychoactive substances, and other emerging drugs.

#### Our primary analytical techniques include:

- o Gas Chromatography/Mass Spectrometry (GC/MS)
- o Liquid Chromatography-Mass Spectrometry/Mass Spectrometry (LC-MS/MS)
- Fourier Transform Infrared Spectroscopy (FTIR)

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o Microscopic Examination, Color Tests, and Pharmaceutical Identification

Testing is conducted in adherence to SWGDRUG recommendations, utilizing a minimum of two distinct analytical techniques to confirm findings.

Please see the Attachments Section for the complete Drug Identification Scope of Testing.

 Documentable Record – NMS Labs has over 50 years of experience providing comprehensive forensic drug chemistry services, with a documented track record in handling both routine and nonroutine specimens of seized drugs. Our laboratory supports a wide range of clients, including state, local, and federal government crime labs, law enforcement agencies, medical examiners, and prosecutors.

Our expertise spans routine drug chemistry testing, backlog reduction services, and complex forensic toxicology analysis, supporting diverse casework involving controlled substances, synthetic drugs, and other complex non-biological specimens. NMS Labs currently serves more than 3,000 clients nationwide, tailored to each agency's specific needs.

This extensive experience and our longstanding partnerships across the forensic science community demonstrate NMS Labs' capability and commitment to managing both standard and specialized drug testing requirements.

- Result Reporting Please see Attachments Section Below for Example Reports. The reports address both qualitative Drug ID and hemp/marijuana differentiation, in alignment with Mississippi Code 1972 Annotated §§ 41-29-113 through 41-29-121.
- Complete Internal Chain of Custody NMS Labs maintains an internal chain-of-custody for all
  forensic specimens, ensuring traceability from receipt through final disposition. Each item is
  logged into our Laboratory Information Management System (LIMS) upon arrival, assigned a
  unique identifier, and monitored throughout the testing process. Access to samples is restricted
  to authorized personnel only. Please refer to SOP 10968 Electronic Chain of Custody and
  Transporting Samples in the Attachments section.

NMS Labs welcomes laboratory site inspections to confirm these practices; however, we require that such visits are prearranged to ensure that appropriate personnel, including Quality Assurance staff, are available to assist. All visitors are also required to adhere to our established visitor policy to maintain security and confidentiality standards.

 Standard Operating Procedures – NMS Labs maintains a comprehensive set of documented SOPs to support all aspects of laboratory operations, including specimen handling, analytical procedures, Quality Control processes, and maintenance of analytical instrumentation records, and more. With over 300 SOPs in place, our protocols ensure consistency, compliance, and quality across all laboratory functions.

A complete list of SOPs is available in the Attachments section, and individual SOPs are available for review upon request.

Specimen Storage – NMS Labs ensures that all evidence received from MSFL is securely stored
and monitored throughout its time in our facilities to prevent contamination and degradation.
 Specimens are stored in limited-access areas, secured with 24/7 alarm systems and video
surveillance, and accessible only through a card-controlled entry system.

Upon receipt, each sample is uniquely identified and logged into our Laboratory Information Management System (LIMS), which tracks all testing and processing activities for full traceability.



Our internal chain-of-custody protocol is initiated immediately, documenting each stage from receipt to release and preserving the integrity, condition, and security of each item until it is returned to MSFL. This secure handling policy applies to all evidence, whether hand-delivered to NMS Labs or received via mail carriers.

Please refer to SOP 10625 Evidence Handling located below in the Attachments section.

Confidentiality – NMS Labs is committed to protecting client confidentiality with robust policies
and procedures aligned with HIPAA standards, as outlined in our SOP 10910, HIPAA Compliance
Plan – Privacy Standards. NMS Labs agrees to comply with all HIPAA requirements and any other
applicable laws to safeguard sensitive client information.

### NMS Labs shall:

- Use appropriate safeguards to prevent unauthorized access or disclosure of protected information.
- Ensuring all personnel handling sensitive information are trained and compliant with confidentiality standards.
- Reporting any unauthorized access or disclosure immediately and taking corrective action as necessary.

NMS Labs uses these measures, alongside restricted access policies and mandatory non-disclosure agreements for all staff.

Please refer to SOP 10910 HIPAA Compliance Plan-Privacy Standards in the Attachments section for further details.

 True Forensic Testing – The compounds and metabolites specified in our Drug Identification Scope of Testing are analyzed in alignment with SWGDRUG (Scientific Working Group for the Analysis of Seized Drugs) recommendations. Our approach involves initial screening tests for preliminary identification, followed by confirmation with specific analytical methods. This process includes the use of two independent analytical techniques or analysis on two separate aliquots.

## Analytical Capabilities

NMS Labs has a wide range of analytical capabilities to meet diverse forensic testing needs. For the scope of this contract, we will focus on methods that are most applicable to marijuana/hemp differentiation and controlled substance identification, including:

- o Gas Chromatography/Mass Spectrometry (GC/MS)
- o Liquid Chromatography-Mass Spectrometry/Mass Spectrometry (LC-MS/MS)
- o Fourier Transform Infrared Spectroscopy (FTIR)
- o Microscopic Examination, Color Tests, and Pharmaceutical Identification

Given the specific testing requirements, we believe additional techniques such as GC/FID, HPLC/UV, and LC/MS are not necessary.

## I. SERVICE AND SUPPLIES REQUIREMENTS

- 1. NMS Labs agrees to perform only those tests ordered.
- 2. NMS Labs agrees to provide laboratory results within 30 to 45 days for Hemp/Marijuana differentiation, Drug Identification, and full Cannabinoid Quantitation. We will strive for a 30-day turnaround time.

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- 3. NMS Labs agrees to provide the following testing:
  - Marijuana/Hemp differentiation as it relates to the Mississippi Code 1972 Annotated § 69-25-203(g). Must identify the plant Cannabis Sativa L. with the ability to determine whether delta-9-tetrahydrocannabinol (THC) concentration is greater than three tenths percent (%0.3) on a dry weight basis. NMS Labs utilizes a semi-quantitative Gas Chromatography-Mass Spectrometry (GC-MS) approach, consistent with DEA methods, to initially evaluate delta-9-THC levels. This method effectively determines whether material has a Total Delta-9 THC concentration of greater or less than 1.00% on a dry weight basis. For samples resulting below 1.00%, we then can add a fully quantitative method to determine exact delta-9-THC concentration.
  - Controlled substances as it relates to the Mississippi Code 1972 Annotated § 41-29-113 through § 41-29-121.
  - Net weight, volume, or dosage unit amount of each item of tested including a measurement of uncertainty for weight. In general, volumes will not be measured, recorded, or reported.
     Volume is estimated and will not include a measurement of uncertainty.
  - Gross weight, volume, or dosage unit amount when all individual items are not tested.
  - Sampling guidelines:
    - A. Samples will only be combined when they are not in a closed condition. Example Plastic bag containing multiple open plastic bags containing plant material may be combine for one net weight. Plastic bag containing multiple closed plastic bags containing plant material will not be combined for a net weight.
    - B. A maximum of five individual items will be sampled. The individual samples with the greatest net weight will be analyzed. In the case of dosage units, a maximum of 3 will be tested, but typically 1 depending on the sample type.
- 4. NMS Labs agrees 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.
- 5. NMS Labs agrees to provide Client support, expert services, and a seized drug analyst daily to answer client questions via phone and/or email and support testimony needs. NMS Labs utilizes specially trained Forensic Client Support staff to work with our clients. NMS Labs has client support available by phone at (866) 522-2216 during the following hours: Monday through Friday 7:00 am 7:30 p.m. Central Time.

NMS Labs also has client support communication available via e-mail at <a href="mailto:som-mslabs.com">forensics@nmslabs.com</a>. This e-mail is checked a minimum of every 30 minutes for activity during client support working hours. Many of our forensic clients find this service valuable, as it offers a time-documented proof of communication. Our Client Support staff can handle routine inquires such as result status, test ordering, expected turnaround time, adding testing to existing cases, appropriate sample requirements, handling, and packaging. NMS Labs client support is also able to provide general explanation of NMS Labs scope of services. If the incoming question from our client is outside of the area of responsibility for our client support staff, they will contact the appropriate NMS Labs staff member for immediate follow up.

NMS Labs' Expert Services-Department is fully prepared to support Mississippi DPS with expert witness testimony in forensic seized drug cases. Our expert services staff can assist with

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subpoenas, litigation packages, affidavits, and testimony scheduling. The team is available by phone at 844-276-0768, Monday through Friday, from 7:00 am to 4:30 pm Central Time.

Our team includes highly experienced forensic chemists who oversee all analyses for MSFL samples. Each analyst has completed comprehensive moot court training to prepare for courtroom testimony, ensuring their readiness to present and defend our findings. NMS Labs' court-qualified professionals are fully equipped to provide expert testimony on analytical methods, testing principles, instrumentation, standard operating procedures, and findings for all detected substances.

 NMS Labs agrees to procure professional liability coverage in the amount of \$1,000,000 per occurrence for each year of the contract and offer proof of such coverage.

Please see Certificate of Insurance below in the attachments section.

## II. REPORTS AND RECORDS REQUIREMENTS

The successful contractor MUST:

 Agree to maintain records in such form and for such duration as may be required by federal, state, and local statutes and regulations.

NMS Labs understands and agrees.

2. Agree to maintain the confidentiality of information contained in the report.

NMS Labs understands and agrees.

## 2.2.1 The Contractors shall:

 Assign a Contractor Account Representative to work directly with the Contracting Agency Representative.

NMS Labs understands and agrees. Please see below for contact information for the NMS Labs Contractor Account Representative:

Lori Knops - National Accounts Manager | 267-567-3153 |lori.knops@nmslabs.com

All state facilities are non-smoking; the Contractor and its personnel must adhere to this
requirement. The use of tobacco products is prohibited, except within designated smoking areas.

NMS Labs understands and agrees.

• It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.

NMS Labs understands and agrees.

 The Contractor's employees should refrain from using foul, abusive, or profane language on state property.

NMS Labs understands and agrees.

• The MDPS reserves the right to inspect and search all Contractor personnel and/or vehicles

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anytime while on facility grounds.

NMS Labs understands and agrees.

• Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.

NMS Labs understands and agrees.

Be responsible for all damages and shall be held responsible for replacing or repairing any damage
due to negligence on the part of the Contractor or Contractor personnel to any person(s) and/or
property. The Contractor shall replace and repair any damage to any building or property, including
but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.)
caused by on-site activities. Contracting Agency may withhold payment or make such deductions as
deemed necessary to ensure reimbursement or replacement for loss or damage to property.

NMS Labs understands and agrees.

Exercise precautions at all times for the protection of persons (including employees) and property. The Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. The project shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. The Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times and be free from defects or wear that may in any way constitute a hazard to any person or persons on state property. All incidents involving agency property or personnel shall be reported to the designated agency contact immediately upon occurrence.

NMS Labs understands and agrees.

 Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the Contracting Agency's operation at all times, including but not limited to the items listed above.
 Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.

NMS Labs understands and agrees

Perform all services provided in the contract between the bidder/vendor and MDPS in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail, and that only first quality materials and workmanship are to be used.

NMS Labs understands and agrees.

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## 2.2.2 The Contractors shall also:

Administer and maintain all employment and payroll records, payroll processing, and payment of
payroll checks and taxes, including the deductions required by state, federal, and local laws such
as social security and withholding taxes for their business and employees.

NMS Labs understands and agrees.

• Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees.

NMS Labs understands and agrees.

• Perform a background check and/or drug screening prior to placement if requested by the Contracting Agency and verify and/or provide the results; and,

NMS Labs understands and agrees.

• Replace immediately, at no additional expense to the Contracting Agency, any employee not performing satisfactorily.

NMS Labs understands and agrees.



## LABORATORY LICENSURE AS OF AUGUST, 2024

## NMS LABS TOXICOLOGY

- Clinical Laboratory Improvement Amendments (CLIA) Certificate of Accreditation: Laboratory No. 39DO197898 (Expires May 7, 2026)
- 2. College of American Pathologists (CAP) Laboratory Accreditation Program (LAP): Accreditation No. 3030301 (Expires December 8, 2025)
- 3. College of American Pathologists (CAP) International Standards ISO 15189:2007 Accreditation: Certification No. 3030301 (Expires August 22, 2025)
- 4. **ISO/IEC 17025:2017:** Certificate No. FT-0120 (Expires December 31, 2026)
  - ANSI National Accreditation Board (ANAB) Forensic Science Testing and Calibration AR 3125:2023
  - ABFT Forensic Toxicology Laboratory Accreditation Requirements: 2021
- 5. California Department of Public Health: Lab ID Number COS 800001 (Expires May 28, 2025)
- 6. Colorado Department of Public Health and Environment: (Expires June 30, 2025)
- 7. Illinois State Police License: (Expires December 1, 2025)
- 8. **Louisiana Department of Public Safety and Corrections Forensic Toxicology Analysis** (Tied to ANAB accreditation)
- 9. Maine Department of Human Services: Substance Abuse Testing (Effective February 26, 2024)
- 10. Maryland Department of Health:
  - Medical Laboratory Permit No. 580 (No expiration date)
  - Forensic Toxicology License No. FL009P (No expiration date)
- 11. New York State Department of Health: PFI No. 3772 (Expires June 30, 2025)
- 12. **Pennsylvania Department of Health:** Laboratory Permit No. 00504A (Expires August 15, 2025)
- 13. **Rhode Island Department of Health Office of Facilities Regulation:** License No. LCO01266 (Expires December 30, 2024)
- 14. Texas Forensic Science Commission Administration (Tied to ANAB accreditation)
- 15. FDA Registration: Horsham No. 064341449 (No expiration date)
- 16. **National Provider Identifier (NPI)** Number 1922177732 (No expiration date)
- 17. Medicare No. 39-8154 (No hard copy of license; covered under inspection by Commonwealth of PA)

Available current accreditations and certificates are located on the website at www.nmslabs.com.

NMS Labs-response to IFB # 3160006945

November 12, 2024



# LABORATORY LICENSURE AS OF AUGUST, 2024 NMS LABS CRIME LABORATORY

## TANG LADO CINIME EN IDOM

- 1. ISO/IEC 17025:2017 Certificate No. FT-0120 (Expires December 31, 2026)
  - ANSI National Accreditation Board (ANAB) Forensic Science Testing and Calibration AR 3125:2023
- 2. Texas Forensic Science Commission Administration: (No expiration date tied to ANAB accreditation)
- 3. Maryland Department of Health:
  - Willow Grove, PA License No. FL009X (No expiration date)
  - Bucks County, PA License No. FL009W (No expiration date)
  - Dallas/Fort Worth, TX License No. FL009G (No expiration date)
  - El Paso, TX License No. FL009E (No expiration date)
  - Winston-Salem, NC License No. FL009N (No expiration date)
- 4. **DEA Registration TX:** El Paso/Dallas Fort Worth (Expires October 31, 2024)
- 5. **DEA Registration PA:** Bucks County/Willow Grove (Expires October 31, 2024)
- 6. **DEA Registration NC:** Winston-Salem (Expires October 31, 2024)
- 7. FDA Registration: Willow Grove No. 949561885 (No expiration date)
- 8. North Carolina Department of Health and Human Services Controlled Substances Registration Certificate: Winston-Salem (Expires October 31, 2024)
- 9. Washington DC Department of Health Controlled Substance Registration: Willow Grove, PA
  - Schedule I (Expires May 31, 2025)
  - Schedules II-V (Expires September 23, 2025)
- 10. Washington DC Department of Health Non-Resident Distributor License: Willow Grove, PA (Expires September 30, 2024)

Available current accreditations and certificates are located on the website at www.nmslabs.com.

NMS Labs response to IFB # 3160006945

November 12 2024



## CERTIFICATE OF ACCREDITATION

## The ANSI National Accreditation Board

Hereby attests that

# National Medical Services, Inc. dba NMS Labs

200 Welsh Road, Horsham, Pennsylvania 19044 USA

Fulfills the requirements of

## ISO/IEC 17025:2017

ANAB Forensic Testing & Calibration AR 3125:2019

ABFT Forensic Toxicology Laboratory Accreditation Requirements: 2021

In the field of

## **Forensic Testing**

This certificate is valid only when accompanied by a current scope of accreditation document. The current scope of accreditation can be verified at <a href="www.anab.org">www.anab.org</a>.

Damala I. Sale Vice President Forensic

Expiry Date: 31 December 2026 Certificate Number: FT-0120









ANSI National Accreditation Board

# SCOPE OF ACCREDITATION TO: ISO/IEC 17025:2017

ANAB Forensic Testing & Calibration AR 3125:2019
ABFT Forensic Toxicology Laboratory Accreditation Requirements:2021

## National Medical Services, Inc. dba NMS Labs

See locations listed below

## FORENSIC TESTING

Expiry Date: 31 December 2026 Certificate Number: FT-0120

## Willow Grove (IFS-WLG)

2300 Stratford Avenue Willow Grove, Pennsylvania 19090 USA

iscipline: Seized Drugs				
Component/Parameter	Item	Key Equipment/Technology		
Qualitative Determination	Botanical Liquid Solid	Chemical Gas Chromatography General Microscopy Infrared Spectroscopy Liquid Chromatography Mass Spectrometry Thin-Layer Chromatography Ultraviolet Spectroscopy Visual		
Quantitative Measurement	Botanical Liquid Solid	Liquid Chromatography Mass Spectrometry Ultraviolet Spectroscopy		
Weight Measurement	Botanical Liquid Solid	Balance		

Version 009 Issued: 25 January 2023



2000 Regency Parkway, Suite 430, Cary, NC 27518 414-501-5494 www.anab.org





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## National Medical Services, Inc. dba NMS Labs

FT-0120

Bucks County (IFS-BUX) 850 Eagle Boulevard Warminster, Pennsylvania- 18974\_USA\_\_

scipline: Seized Drugs			
Component/Parameter	Item	Key Equipment/Technolog	
Qualitative Determination	Botanical Liquid Solid	Chemical Gas Chromatography General Microscopy Infrared Spectroscopy Mass Spectrometry Thin-Layer Chromatography Visual	
Weight Measurement	Botanical Liquid Solid	Balance	

## Dallas/Ft. Worth (IFS-DFW)

2302 113th Street, Suite 200 Grand Prairie, Texas 75050 USA

scipline: Seized Drugs			
Component/Parameter	Item	Key Equipment/Technolog	
Qualitative Determination	Botanical Liquid Solid	Chemical Gas Chromatography General Microscopy Infrared Spectroscopy Mass Spectrometry Thin-Layer Chromatography	
Weight Measurement	Botanical Liquid Solid	Visual Balance	

El Paso (IFS-ELP) 911 North Raynor Street El Paso, Texas 79903 USA

Component/Parameter	Item	Key Equipment/Technolog
		Chemical
	Botanical Liquid	Gas Chromatography
		General Microscopy
Qualitative Determination		Infrared Spectroscopy
Quantative Determination	Solid	Mass Spectrometry
	50114	Thin-Layer Chromatography
		Visual

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## National Medical Services, Inc. dba NMS Labs

FT-0120

	Botanical	
Weight Measurement	Liquid	Balance
	Solid	

Winston-Salem (IFS-WIN)
1200 North Patterson Avenue
Winston-Salem, North Carolina 27101 USA

scipline: Seized Drugs			
Component/Parameter	Item	Key Equipment/Technology	
Qualitative Determination	Botanical Liquid Solid	Chemical Gas Chromatography General Microscopy Infrared Spectroscopy Mass Spectrometry Thin-Layer Chromatography Visual	
Weight Measurement	Botanical Liquid Solid	Balance	

CORE 200 Welsh Road Horsham, Pennsylvania 19044 USA

Component/Parameter	Item	Key Equipment/Technology
		Colorimetry Diode Аттау Ultraviolet
Qualitative Determination	Ante-Mortem Biological Item Post-Mortem Biological Item	Spectrophotometry Gas Chromatography Immunoassay Ion Specific Electrode Liquid Chromatography Mass Spectrometry Microdiffusion
Qualitative Determination (Volatiles)	Ante-Mortem Biological Item Liquid Post-Mortem Biological Item	Chemical Gas Chromatography Mass Spectrometry
Quantitative Measurement	Ante-Mortem Biological Item Post-Mortem Biological Item	Diode-Array Ultraviolet Spectrophotometry Electrochemical Gas Chromatography Immunoassay Liquid Chromatography Mass Spectrometry Optical Emission Spectrometry Spectrofluorometry

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NMS Labs respo November 12, 2024

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onse to	IFB # 3160006945	

# National Medical Services, Inc. dba NMS Labs

FT-0120

Quantitative Measurement (Volatiles)	Ante-Mortem Biological-Item Liquid Post-Mortem Biological Item	Gas Chromatography Mass Spectrometry
( v Olatlies)	Post-Mortem Biological Item	

## JAX

2100 Jefferson Street Jacksonville, Florida 32206 USA

Component/Parameter	Item	Key Equipment/Technology
Qualitative Determination	Ante-Mortem Biological Item Post-Mortem Biological Item	Gas Chromatography Immunoassay Ultraviolet Spectroscopy
Qualitative Determination (Volatiles)	Ante-Mortem Biological Item Liquid Post-Mortem Biological Item	Gas Chromatography
Quantitative Measurement (Volatiles)	Ante-Mortem Biological Item Liquid Post-Mortem Biological Item	Gas Chromatography

When published on a forensic service provider's Scope of Accreditation, ANAB has confirmed the competence required to develop and validate methods and perform on-going quality assurance for accredited activities. For a listed component/parameter, the forensic service provider may add or modify methods for activities without formal notice to ANAB for items and key equipment/technology listed. Contact the forensic service provider for information on the method utilized for accredited work.

Pamela L. Sale
Vice President, Forensics

Version 009 Issued: 25 January 2023



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DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RN0370306	10-31-2025	\$296
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,2N, 3,3N,4,5	ANALYTICAL LAB	09-24-2024
NATIONAL MEDIO D/B/A NMS LABS 2300 STRATFOR WILLOW GROVE	D AVE	

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

# CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RN0370306	10-31-2025	\$296
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,2N, 3,3N,4,5	ANALYTICAL LAB	09-24-2024

NATIONAL MEDICAL SERVICES, INC. D/B/A NMS LABS 2300 STRATFORD AVE WILLOW GROVE, PA 190904123 Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION OF BUSINESS & COURSE # 3160006945 AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

		PAID
RN0370306	10-31-2025	\$296
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,2N, 3,3N,4,5	ANALYTICAL LAB	09-24-2024

CONTROLLED SUBSTANCE/REGULATED CHEMICAL REGISTRATION CERTIFICATE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

PEPORT

CHANGES

PROMPTLY

## REQUESTING MODIFICATIONS TO YOUR REGISTRATION CERTIFICATE

To request a change to your registered name, address, the drug schedule or the drug codes you handle, please

Drug Enforcement Administration P.O. Box 2639 Springfield, VA 22152-2639

See Title 21 Code of Federal Regulations, Section 1301.51 for complete instructions.

You have been registered to handle the following chemical/drug codes:

## NMS Labs

CONFIDENTIAL

1200 N. Patterson Avenue, Winston-Salem, NC 27101 e-mail: Forensics@NMSLabs.com Phone: (866) 522-2216 Barry K. Logan, Ph.D. F-ABFT, Laboratory Director

**Drug Chemistry Final Report** Report Issued {ER\_Date\_Approved}

[Account number & Address]

**Case ID Number** 

[NMS Unique Lab ID]

[Submitting agency's case #] **Agency Number** 

Name(s)/(DOB):

DOE, JOHN

Item(s) Received:

Item(s) Rece			
Lab Item #	Agency Item #	Description	the material
1	(1)	One zipper-sealed colorless plasti	c bag containing plant-like material
Received Da	te	<b>Delivery Method Description</b> Hand Delivery	Name/Airbill J. SMITH
Results and	Conclusions:	Compound/Comment	Result
1		Marihuana/Marijuana Total Delta-9-THC Weight 1 sample(s) tested	Confirmed  > 1.00% by weight  11.96 g (+/- 0.02 g) (net)
Method of A	Analysis:	Analysis Reported Name Gas Chromatography/Mass Spectro Weight/Volume Determination	ometry (GC/MS), Microscopic Analysis,

## Reference Comment(s):

The Federal Farm Act of 2018 and various State Statutes create a legal differentiation between hemp and marijuana based on the concentration of Delta-9-Tetrahydrocannabinol (Delta-9-THC). Please refer to your individual state's legislation for further information. For results reported as "Inconclusive", no determination can be made as to whether the sample is marijuana. Additional testing would be required to make this determination. To request additional testing, please contact NMS Labs' Client Support at 1-844-276-1182. In order for analysis to be completed, the following minimum amounts are required: 0.085 g for Hemp/Marijuana Differentiation and 0.100 g for Cannabinoid Quantitation. If insufficient material was CASE#

Page 1 of 2

# NMS

## NMS Labs

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1200 N. Patterson Avenue, Winston-Salem, NC 27101 e-mail: Forensics@NMSLabs.com Phone: (866) 522-2216 Barry K. Logan, Ph.D. F-ABFT, Laboratory Director

submitted, the item was not analyzed and no result for Total Delta-9-THC was reported.

Results reported as "Identified" indicate that the substance(s) listed was detected by one analytical method. Results reported as "Confirmed" indicate that the substance(s) listed was detected by at least two separate analytical methods. Results reported as "No findings" indicate that no substances within our current scope of analysis met acceptance criteria for reporting. The reported result(s) correspond only to the item(s) tested, unless statistical sampling is denoted on the report for a particular item.

This report indicates the analytically determined weight, purity, and/or concentration, as applicable, of the evidentiary item(s) with an expanded uncertainty (k=2.576) corresponding to 99.00% confidence. As applicable, the weight of evidentiary item(s) expressed as a decimal represents the truncated value. Any weight  $\pm$  expanded uncertainty which encompasses 0.00 g shall be considered to be not significantly different than 0.00 g.

The remainder of the submitted evidence is scheduled to be returned unless alternate arrangements are made by you prior thereto.

I affirm that I have reviewed all data used to produce this report.

Case was electronically signed on {ER\_Date\_Approved}

Analyst Name, Degree, Title

Page 2 of 2 CASE #

# M NMS

### NMS Labs

CONFIDENTIAL

1200 N. Patterson Avenue, Winston-Salem, NC 27101 e-mail: Forensics@NMSLabs.com Phone: (866) 522-2216 Barry K. Logan, Ph.D. F-ABFT, Laboratory Director

Drug Chemistry Final Report
Report Issued {ER\_Date\_Approved}

**To:** [Account number & Address]

**Case ID Number** 

[NMS Unique Lab ID]

**Agency Number** 

[Submitting agency case number]

Name(s)/(DOB):

DOE, JOHN

Item(s) Received:

Item(s) Rece	ived:				
Lab Item #	Agency Item #	Description			
1	(1)	Two zipper-sealed colorless plasti	c bags with green and white money bag		
. ,		designs containing white solid material			
Received Da	te	Delivery Method Description	Name/Airbill		
6/2/2023		Hand Delivery	J. SMITH		
Results and (	Conclusions:				
Lab Item #		Compound/Comment	Result		
1		Cocaine	Confirmed		
		Weight	0.78 g (+/- 0.03 g) (net)		
		1 sample(s) tested	0.76 g (+/- 0.02 g) (net)		
Method of A	nalysis:				
Lab Item #		Analysis Reported Name			
1		Color Test, Gas Chromatography/Ma	ss Spectrometry (GC/MS), Weight/Volume		
		Determination			

## **Reference Comment(s):**

Results reported as "Identified" indicate that the substance(s) listed was detected by one analytical method. Results reported as "Confirmed" indicate that the substance(s) listed was detected by at least two separate analytical methods. Results reported as "No findings" indicate that no substances within our current scope of analysis met acceptance criteria for reporting. The reported result(s) correspond only to the item(s) tested, unless statistical sampling is denoted on the report for a particular item.

This report indicates the analytically determined weight, purity, and/or concentration, as applicable, of the evidentiary item(s) with an expanded uncertainty (k=2.576) corresponding to 99.00% confidence. As applicable, the weight of evidentiary item(s) expressed as a decimal represents the truncated value. Any

Page 1 of 2 CASE #

# **►** NMS

## NMS Labs

## CONFIDENTIAL

1200 N. Patterson Avenue, Winston-Salem, NC 27101 e-mail: Forensics@NMSLabs.com Phone: (866) 522-2216 Barry K. Logan, Ph.D. F-ABFT, Laboratory Director

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The remainder of the submitted evidence is scheduled to be returned unless alternate arrangements are made by you prior thereto.

I affirm that I have reviewed all data used to produce this report.

Case was electronically signed on {ER\_Date\_Approved}

Analyst Name, Degree, Title

Page 2 of 2 CASE #

## Drug Identification Scope of Testing Effective October, 21, 2024



Routine Drug ID	
	-3,4-Methylenedioxy-U-47-700—————————————————————————————————
1 cP-LSD	3,4-Methylenedioxy-a-Pyrrolidinohexanophenone (MDPHP)
1-(3-Chloro-4-fluorophenyl)piperazine	3.4-Methylenedioxy-N,N-diethylcathinone
1-(4-Bromophenyl)piperazine	3,4-Methylenedioxy-N-benzylcathinone
1.4-Butanediol	3,4-Methylenedioxy-N-tert-butylcathinone
1,4-Dibenzylpiperazine	3,4-tetramethylene-alpha-Pyrrolidinovalerophenone
11-Ketotestosterone	3-Aminopyridine
17-Alpha-Estradiol	3-Bromomethcathinone
17-Alpha-Methyltestosterone	3-Chloroethcathinone
17-Beta-Estradiol	3-Chloromethcathinone
17-beta-Hydroxyandrosta-4,6-dien-3-one (6-	3-chloro-N,N-dimethylcathinone
Dehydrotestosterone)	3-chloro PCP
19-Nor-4-androstene-3,17-dione	3-ethoxy-4-methoxy N,N-Diethylpentedrone
1-DHEA (1-Dehydro Epiandrosterone)	3-Ethylmethcathinone
1-Methyl-4-benzylpiperazine (MBZP)	3-Fluoroamphetamine
1-Naphthylamine	3-Fluoroethamphetamine
1P-LSD	3-Fluoromethamphetamine
2,3-Dichlorophenylpiperazine	3-fluoro PCP
2,3-Methylenedioxymethcathinone	3-Fluorophenmetrazine
2,5-dimethoxy Fentanyl	3-FMC (3-Fluoromethcathinone)
25B-NBOH	3-hydroxy PCE
25B-NBOMe	3-hydroxy PCP
25C-NBOH	3-hydroxy Phenazepam/Cinazepam
25C-NBOMe	3-MEC (3-Methylethcathinone)
25D-NBOMe	3-MeO-PCE (3-Methoxyeticyclidine)
25E-NBOH	3-MeO-PCP
25H-NBOMe	3-methoxy-4-ethoxy N,N-Diethylpentedrone
25H-NBOMe imine analog	3-Methoxymethamphetamine
25I-NBOMe	3-MMC (3-Methylmethcathinone)
25I-NBOMe imine analog	4-acetoxy DET
25N-NBOMe	4-acetoxy DMT
2-bromo-4,5-Dimethoxyphenethylamine	4-acetoxy MALT
2C-B (2,5-Dimethoxy-4-bromophenethylamine)	4-acetoxy MET
2C-B-FLY (8-Bromo-2,3,6,7-benzo-dihydro-difur-ethylamine)	4-acetoxy MPT
2C-C (2,5-Dimethoxy-4-chlorophenethylamine)	4-Aminopyridine
2C-D (2,5-Dimethoxy-4-methylphenethylamine)	4-Anilinopiperidine
2C-E (2,5-Dimethoxy-4-ethylphenethylamine)	4-ANPP
2C-H (2,5-Dimethoxyphenethylamine)	4-APB
2-Chloroethcathinone	4-Bromoamphetamine
2-Chloromethcathinone	4-Bromomethcathinone
2-chloro-N,N-dimethylcathinone	4-chloro Deschloroalprazolam
2C-I (2.5-Dimethoxy-4-iodophenethylamine)	4-chloro-alpha-pyrrolidinopropiophenone
2C-N (2,5-Dimethoxy-4-nitrophenethylamine)	4-Chloro-alpha-pyrrolidinovalerophenone (4Cl-PVP)
2C-P (2,5-Dimethoxy-4-propylphenethylamine)	4-Chlorodiazepam
2C-T-2 (2,5-Dimethoxy-4-ethylthiophenethylamine)	4-Chloroethcathinone
2C-T-4 (2,5-Dimethoxy-4-isopropylthiophenethylamine)	4-Chloromethcathinone
2C-T-7 (2.5-Dimethoxy-4-n-propylthiophenethylamine)	4-chloro-N,N-dimethylcathinone
2-Ethylmethcathinone	4-Chloropentedrone
2-fluoro Deschloroketamine	4-CIC
2-Fluoroamphetamine	4-cyano CUMYL-BUTINACA
2-Fluoroethamphetamine	4-cyano MDMB-BUTINACA
2-Fluoromethamphetamine	4-Dimethylaminoantipyrine
2-MEC (2-Methylethcathinone)	4-EAPB 4-(2-Ethylaminopropyl)Benzofuran
2-Methoxymethamphetamine	4-ethyl-a-Pyrrolidinopentiophenone
2-methyl AP-237	4-Ethylethcathinone
2-Methyl-4-(methylthio)-2-morpholinopropiophenone	4-Ethylmethcathinone
2-MMC (2-Methylmethcathinone)	4-Ethyl-N,N-dimethylcathinone
3.4-(Methylenedioxy)propiophenone	4-fluoro ABUTINACA
3,4-Dichloromethylphenidate	4-fluoro MDMB-BUTICA
3,4-DMMC (3,4-Dimethylmethcathinone)	4-fluoro MDMB-BUTINACA
3,4-Ethylenedioxy U-47700	4-fluoro Pentedrone
3.4-Ethylenedioxy U-51754	4-fluoro-3-methyl-a-PVP
3.4-Methylenedioxy PV8	4-Fluoroamphetamine

This listing is subject to change without notice

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Effective October, 21, 2024



6-EAPB 6-(2-Ethylaminopropyl)Benzofuran 4-fluoro-a-Pyrrolidinopentiophenone 6-MAM (6-Monoacetylmorphine) 4-Fluoroethamphetamine 7-keto Dehydroepiandrosterone 4-Fluoromethamphetamine 8-Aminoclonazolam 4-Fluoromethylphenidate A-796,260 4-fluoro-Pyrrolidinohexanophenone A-834735 4-Fluorotropacocaine AB-001 4-hydroxy DET AB-005 4-hydroxy MiPT AB-CHMINACA 4-hydroxy Nitazene AB-FUBINACA 4-MEC (4-Methylethcathinone) AB-PINACA 4-MeO-MiPT (4-methoxy-N-methyl-N-isopropyltryptamine) Acepromazine 4-MeO-PCE Acetaminophen 4-MeO-PCP Acetildenafil 4-methoxy-Butyryl fentanyl Acetyl norfentanyl 4-methyl Acetyl fentanyl Acetylcodeine 4-methyl Fentanyl Acetylfentanyl 4-methyl Hexedrone Acetylsalicylic acid (Aspirin) 4-Methyl-alpha-ethylaminopentiophenone ACHMINACA 4-methyl-alpha-Pyrrolidinohexanophenone Acrylfentanyl 4-Methylaminorex ADB-4en-PINACA 4-Methylpentedrone ADB-5Br-BUTINACA 4-OH-DiPT (4-Hydroxy-Diisopropyltryptamine) ADB-5Br-INACA 4-OH-MET (4-hydroxy-N-methyl-N-ethyl tryptamine) ADB-5Br-PINACA 4-Phenyl U-51754 ADB-BUTINACA 5-(2-Aminopropyl)indole (5-IT) ADB-FUBIATA 5-Aminoisotonitazene ADB-FUBINACA 5-APB (5-(2-Aminopropyl)benzofuran) ADB-HEXINACA 5-APDB ADBICA 5-chloro AB-PINACA ADB-INACA 5-chloro AKB48 ADB-PINACA 5-EAPB 5-(2-Ethylaminopropyl)Benzofuran Adinazolam 5F-APINACA (5F-AKB48) Adrenosterone (Androst-4-ene-3,11,17-trione) 5-Fluoro 7-APAICA a-ethyl 2C-D 5-Fluoro ADB AH /921 5-Fluoro ADBICA AKB48 (APINACA) 5-Fluoro AEB Alfentanil 5-Fluoro AMB AL-LAD (N-Allylnorlysergic N,N-diethylamide) 5-fluoro BZO-POXIZID alpha-methyl Acetyl fentanyl 5-fluoro CUMYL-P7AICA alpha-methyl Thiofentanyl 5-fluoro CUMYL-PeGACLONE alpha-methyl-3.4-Methylenedioxyphenylpropionamide 5-fluoro CUMYL-PINACA alpha-Methylfentanyl 5-fluoro EDMB-PICA alpha-PCYP (a-Pyrrolidinocyclohexanophenone) 5-fluoro EDMB-PINACA Alphaprodine 5-fluoro EMB-PICA alpha-Pyrrolidinohexanophenone (a-PHP) 5-Fluoro MDMB-PICA alpha-Pyrrolidinoisohexanophenone (a-PiHP) 5-fluoro MPP-PICA Alprazolam 5-Fluoro NPB-22 AM-1220 5-Fluoro SDB-005 AM-1241 5-fluoro-3.5-AB-PFUPPYCA AM-1248 5-Fluoro-ABICA AM-2201 5-Fluoro-AB-PINACA AM-2201 8-quinolinyl carboxamide 5-Fluoro-ADB-PINACA AM2201 Benzimidazole 5-Fluoro-NNEI AM-2233 5-Fluoro-PB-22 AM-679 5-IAI (5-lodo-2-aminoindan) 5-MAPB (1-(benzofuran-5-yl)-N-methylpropan-2-amine) AM-694 Amantadine 5-MeO-AMT (5-Methoxy-alpha-methyltryptamine) AMB 5-MeO-DALT (N.N-Diallyl-5-methoxytryptamine) a-methyl Butyryl fentanyl 5-MeO-DiPT (5-Methoxy-N.N-diisopropyltryptamine) a-Methylaminoisohexanophenone 5-MeO-DMT (5-Methoxy-N.N-dimethyltryptamine) Aminorex 5-MeO-MiPT (5-Methoxy-N-methyl-N-isopropyltryptamine) Amitriptyline 5-methoxy DBT Amlodipine 5-methyl Etodesnitazene

Amoxapine This listing is subject to change without notice.

6-APB (6-(2-aminopropyl)benzofuran)

Amobarbital

NMS Labs response to IFB # 3160006945 November 12, 2024

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## Drug Identification Scope of Testing Effective October, 21, 2024



	Butalbital
Amphetamine	Butonitazene
AMT (Alpha-methyltryptamine)	Butorphanol
Anastrozole Androst-5-en-3-ol-7,17-dione acetate	Butylone (bk-MBDB)
Androstenedione	Butyrylfentanyl
Anileridine	BZO-4en-POXIZID
	BZO-CHMOXIZID
Aniracetam AP-237	BZO-HEXOXIZID
AP-238	BZO-POXIZID
a-PBP (Alpha-pyrrolidinobutiophenone)	BZP (N-Benzylpiperazine)
APP-BUTINACA	Cabergoline
APP-CHMINACA (PX 3)	Caffeine
a-PPP (Alpha-pyrrolidinopropiophenone)	Canthardine
a-PVP (Alpha-pyrrolidinopentiophenone)	Carbamazepine Carbaryl
a-PVT (Alpha-pyrrolidinopentiothiophenone)	Carbinoxamine
Aripiprazole	Carbofuran
Atenolol	Carbophenothion
Atomoxetine	Carfentanil
Atropine	Carisoprodol
Azelastine	Cathine (Norpseudoephedrine)
Azinphos-methyl	Cathinone
Baclofen	Caulophylline (N-Methylcytisine)
Barbital	CB-13
BB-22 BDB (Benzodioxolylbutanamine)	CB-25
	CB-52
Bendiocarb	Celecoxib
Bentazepam Benzocaine	CH-FUBIATA
Benzodioxole fentanyl	Chlorcyclizine
Benzphetamine	Chlordiazepoxide Chlorophacinone
Benztropine	Chloroquine
Benzyl carfentanil	Chlorpheniramine
Benzyl fentanyl	Chlorpromazine
beta-Hydroxyfentanyl	Chlorpyrifos
Reta-hydroxythiofentanyl	Chlorzoxazone
Betamethasone	CHO-4Me-5Br-FUBOXPYRA
bota-Methylfentanyl	CH-PIATA
Bisacodyl	cis-3-methyl Butyryl fentanyl
bk-2C-B	cis-3-methyl Fentanyl
bk-IVP	cis-3-methyl Thiofentanyl
bk-MDDMA	cis-ent-Tadalafil
Boldenone Boldenone acetate	cis-Flupentixol
Boldenone cypionate	Citalopram/Escitalopram
Boldenone undecylenate	Cl2201
Boldione	Clenbuterol
Brivaracetam	Clobazam Clobenzorex
Brodifacoum	Clomiphene
Bromadiolone	Clomipramine
Bromadol	Clonazepam
Bromantane	Clonazolam
Bromazepam	Clonidine
Bromazolam	Clonitazene
Bromo-dragonfly	Clopidogrel
Brompheniramine	Clostebol
Brorphine	Clozapine
Brucine BTOD (Papagyelidine)	Cocaine
BTCP (Benocyclidine)	Codeine
Bufotenine Bunhedrone	Colchicine
Buphedrone Bupivacaine	Coniine
Buprenorphine	Coumaphos
Bupropion	CP 47.497 (C7) CP 47.497 (C8)
Buspirone	CP 47.497 (C8) CP 55.940
Butabarbital	OF 33.340
This listing is subject to change without notice	0

This listing is subject to change without notice

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Crotonyl fentanyl CUMYL-CBMICA CUMYL-PeGACLONF

Cyclizine Cyclobenzaprine

Cyclobutyl fentanyl Cyclohexyl fentanyl Cyclopentyl fentanyl Cyclopropyl fentanyl Cyproheptadine

D2PM (Diphenylprolinol)

Dapoxetine d-Bicuculline

DEET (Diethyltoluamide) Delorazepam

Deoxy Modafinil Desalkylflurazepam Desalkylgidazepam Deschloroetizolam Deschloroketamine

Deschloro-N-ethyl-ketamine (O-PCE)

Desipramine Desloratadine Desmethyl Fondenafil Desmethylvenlafaxine Desomorphine Desoxypipradrol

Despropionyl 2-fluoro ortho-Fluorofentanyl

Despropionyl Carfentanil Despropionyl meta-Chlorofentanyl

Despropionyl meta-Methylfentanyl Despropionyl ortho-Chlorofentanyl Despropionyl ortho-Fluorofentanyl Despropionyl ortho-Methylfentanyl Despropionyl para-Chlorofentanyl Despropionyl para-Fluorofentanyl

Despropionyl para-Methylfentanyl Despropionyl-3-methylfentanyl DET (N.N-Diethyltryptamine)

Dexamethasone

Dextromethorphan/Levomethorphan DHEA (Dehydroepiandrosterone)

Diazepam/Ketazolam

Diazinon

Dibutylone (bk-DMBDB)

Dichlorvos Diclazepam Diclofenac Diclofensine Dicrotophos Dicyclomine

Didesmethylsibutramine

Diethylpropion Difenacoum

Difluoro-3-methyl Fentanyl

Dihydrocodeine Diltiazem Dimethoate Dimethocaine Dimethyl fumarate

Dimethylamylamine (DMAA)

Dimethylsildenafil

Diphacinone (Diphenadione) Diphenhydramine/Dimenhydrinate

Diphenidine This listing is subject to change without notice Diphenoxylate

DIPT (N,N-Diisopropyltryptamine)

Dipyanone Dipyrone Disopyramide

Dithio-Desmethyl Carbodenafil DMT (N,N-Dimethyltryptamine)

DOB (2,5-Dimethoxy-4-bromoamphetamine) DOC (2,5-Dimethoxy-4-chloroamphetamine)

DOI (2,5-Dimethoxy-4-iodoamphetamine) DOM (2.5-Dimethoxy-4-methylamphetamine)

Doxylamine Droperidol

Drostanolone Enanthate Drostanolone Propionate

Duloxetine EAM-2201 EG-018

EMB-FUBINACA **EPN EPT** 

Estazolam Estradiol cypionate

Estrone Etaqualone Ethcathinone Ethinamate Ethion Ethotoin

Ethoxyacetyl fentanyl Ethyl 4-ANPP Ethyleneoxynitazene Ethylmorphine Ethylone Ethylphenidate Etizolam

Etodesnitazene Etonitazene Eutylone (bk-EBDB) Exemestane FDU-PB-22 Felodipine Fenchlorphos

Fenethylline Fenfluramine Fenofibrate Fenproporex Fentanyl Fenthion Finasteride Fladrafinil Flecainide

Flephedrone (4-Fluoromethcathinone)

Flualprazolam Flubromazepam Flubromazolam Fluclotizolam Fluconazole Flumazenil Flunitazene Flunitrazepam Flunitrazolam

Fluorexetamine

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JWH-073 Fluorofentanyl JWH-073 3-methylbutyl homolog Fluoxetine JWH-081 Fluoxymesterone JWH-098 Flurazepam JWH-122 Fonofos JWH-133 FUB-144 JWH-147 FUB-AMB (AMB-FUBINACA) JWH-175 FUB-APINACA (FUB-AKB48) FUB-P8-22 JWH-200 JWH-201 Furanyl norfentanyl JWH-203 Furanyl UF-17 JWH-210 Furanylethyl fentanyl JWH-250 Furanylfentanyl JWH-251 Gabapentin JWH-302 gamma Butyrolactone (GBL) JWH-307 Gemfibrozil JWH-398 Glaucine Ketamine Glipizide Ketoprofen Glutethimide Ketorolac Griseofulvin Lacosamide Guaifenesin Lamotrigine Haloperidol LAMPA (Lyseric acid N-(methylpropylamide)) Harmaline Laudanosine Harmine Leptaflorine Heroin Levamisole Hexobarbital Homatropine Levetiracetam Levorphanol Homoamphetamine Lidocaine Homosildenafil Ligandrol (LGD-4033) Hordenine Lisdexamfetamine HU-210 Lofentanil HU-211 Loperamide HU-308 Loratadine HU-331 Lorazepam Hydralazine Lovastatin Hydramethylnon Hydrastine Loxapine LSD (Lysergic acid diethylamide) Hydrocodone Lurasidone Hydrocortisone MAB-CHMINACA Hydromorphone Malathion Hydroxyzine MAM2201 Ibogaine Maprotiline Ibuprofen Mazindol Imipramine MBDB (N-Methyl-1,3-benzodioxyolylbutanamine) Iso-Butonitazene m-CPP (1-(3-Chlorophenyl)piperazine) Isobutyryl fentanyl MDA (3.4-Methylenedioxyamphetamine) Isobutyryi-F-fentanyi benzyi analogue MDAI (5.6-Methylenedioxy-2-aminoindane) Isopropyl U-47700 MDEA (3,4-Methylenedioxyethylamphetamine) Isopropylphenidate MDMA (3.4-Methylenedioxymethamphetamine) Isotodesnitazene MDMA methylene homolog Isotonitazene MDMB-4en-PINACA Isovaleryl fentanyl MDMB-5Br-INACA JP104 MDMB-5-methyl INACA JTE-907 MDMB-BUTINACA JWH-007 MDM8-CHM7AICA JWH-015 MDMB-CHMICA JWH-018 MDMB-CHMINACA JWH-018 1-methylhexyl homolog MDMB-FUBINACA JWH-018 6-methoxyindole analog MDMB-INACA JWH-018 adamantyl carboxamide MDPBP (3.4-Methylenedioxy-a-pyrrolidinobutiophenone) JWH-018 N-(5-chloropentyl) analog MDPPP (3.4-Methylenedioxy-a-pyrrolidinopropiophenone) JWH-019 MDPV (3.4-Methylenedioxypyrovalerone) JWH-020 Mebroqualone JWH-022

This listing is subject to change without notice.

JWH-072

Meclizine

NMS Labs response to IFB # 3160006945 November 12, 2024

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Midazolam Meclonazepam Mifepristone Medazepam Milnacipran Medetomidine Minoxidil Mefenorex Mirtazapine Megestrol acetate Mitragynine Melatonin MMB022 Melitracen MMB-2201 Memantine MMB-CHMICA Meperidine MMB-FUBICA Mephedrone (4-Methylmethcathinone) Modafinil Mephentermine Molindone Mephobarbital MOPPP (4-Methoxy-alpha-pyrrolidinopropiophenone) Mepivacaine Morphine MePPP (4-Methyl-alpha-pyrrolidinopropiophenone) MT-45 Meprobamate N-(1-methylpentyl)-3,4-DMA Mescaline N.N-Diethylpentylone Mestanolone N,N-Dimethylamphetamine Mesterolone N.N-Dimethylcathinone meta-Chlorofentanyl N.N Dimethylpentylone meta-fluoro 4-ANBP N,N-Dimethylphenethylamine meta-fluoro Furanyl fentanyl N,N-Dipropyltryptamine (DPT) meta-Fluorobutyryl fentanyl Nabumetone meta-methyl Methoxyacetyl fentanyl Nalbuphine meta-Methylfentanyl Nalorphine Metasystox Naloxone Metaxalone Naltrexone Methacrylfentanyl Nandrolone Methadone Nandrolone decanoate Methamphetamine Nandrolone phenpropionate Methandriol Naphazoline Methandrostenolone Naphyrone Methaqualone Naproxen Metharbital N-benzyl Furanyl norfentanyl Methasterone N-benzyl meta-fluoro Norfentanyl Methcathinone N-benzyl para-fluoro Cyclopropyl norfentanyl Methedrone (4-Methoxymethcathinone) N-benzyl para-fluoro Norfentanyl Methenolone Acetate N-Benzyl phenyl norfentanyl Methenolone Enanthate N-benzyl-3,4-DMA Methiocarb N-butyl Hexedrone Methiopropamine N-butyl Pentylone Methocarbamol N-cyclohexyl Butylone Methohexital N-cyclohexyl Methylone Methoxetamine N-cyclohexyl-N-methyl Methylone Methoxyacetyl fentanyl N-desethyl Etonitazene Methyl 2-phenyl-2-(pyrrolidin-1-yl)acetate N-desethyl Isotonitazene Methyl parathion N-ethyl Heptedrone Methyldienolone N-ethyl Heptylone Methylephedrine N-ethyl Hexedrone Methylhexanamine N-ethyl Hexylone Methylisopropyltryptamine (MiPT) N-ethyl Pentedrone Methylmethaqualone N-ethyl-2-phenylethanamine Methylone (3.4-Methylenedioxymethcathinone) N-Ethylamphetamine Methylphenidate/Dexmethylphenidate N-Ethylbuphedrone Methylprednisolone Hemisuccinate N-Ethylpentylone Methylprylon Nicotinamide Methyltrienolone (R1881) Nicotine Metizolam Nifedipine Metoclopramide Nimesulide Metodesnitazene Nimetazepam Metonitazene N-isopropyl Butylone Metoprolol N-lsopropylbenzylamine Metronidazole Nitrazepam Mevinphos Nitrazolam Mexedrone

Nitromethaqualone

MFUBINAC

This listing is subject to change without notice

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NM2201 NMDMSB

N-methyl Norfentanyl N-methyl U-47931E

N-methyl-2-Phenylpropan-1-amine N-methyl-N-ethyltryptamine

N-Methyltryptamine Noralfentanil Norcarfentanil Nordiazepam Norethandrolone Norfentanyl Nortriptyline

N-Phenylacetyl-L-prolylglycine ethyl ester

N-piperidinyl Etonitazene NPP (1-phenethyl-4-piperidone) N-propionyl Norfentanyl N-propyl Butylone N-pyrrolidino Etonitazene N-pyrrolidino Isotonitazene N-pyrrolidino Metonitazene N-pyrrolidino Protonitazene

Ocfentanil

Noscapine

O-Desmethyltramadol

Olanzapine Oliceridine Omeprazole Ondansetron Orphenadrine ortho-Chlorofentanyl ortho-fluoro Furanyl fentanyl ortho-Fluorobutyryl fentanyl ortho-methyl Acetyl fentanyl ortho-methyl Methoxyacetyl fentanyl

ortho-Methylfentanyl Ostarine (Enobosarm)

Oxandrolone Oxazepam Oxcarbazepine Oxybutynin Oxycodone Oxymesterone Oxymetazoline Oxymetholone Oxymorphone Papaverine

para-chloro Acrylfentanyl para-chloro Valeryl fentanyl para-Chlorofentanyl para-Chloroisobutyryl fentanyl para-fluoro 4-ANBP

para-Fluoro acrylfentanyl para-fluoro Crotonyl fentanyl para-fluoro Cyclopropyl fentanyl

para-fluoro Furanyl fentanyl para-fluoro Methoxyacetyl fentanyl para-fluoro phenethyl 4-ANPP para-fluoro Valeryl fentanyl para-Fluoroacetyl fentanyl para-Fluorobutyryl fentanyl para-Fluoroisobutyryl fentanyl para-methoxy Acrylfentanyl para-methoxy Furanyl fentanyl

para-methoxy Methoxyacetyl fentanyl

para-Methoxyfentanyl para-methyl Acetyl fentanyl para-methyl Cyclopropyl fentanyl para-methyl Isobutyryl fentanyl para-methyl Methoxyacetyl fentanyl para-methyl Tetrahydrofuran fentanyl

para-Methylfentanyl

Parathion Pargyline Paroxetine

PB-22 PCP (Phencyclidine) Pentazocine Pentedrone Pentobarbital Pentylone

Pergolide Perphenazine Phenacetin Phenazepam Phenazolam Phendimetrazine Phenethyl 4-ANPP Phenethylamine Phenibut Pheniramine Phenmetrazine

Phenobarbital Phentermine Phentolamine Phenyl fentanyl Phenylacetone (P2P) Phenylacetyl fentanyl Phenylbutazone Phenylpropanolamine Phenyltoloxamine Phenytoin

Phorate Phosmet

Piperidylthiambutene Pivaloyl fentanyl

PMA (4-Methoxyamphetamine) PMMA (4-Methoxymethamphetamine)

Podophyllotoxin Pramipexole Pramiracetam Prazepam Prazosin Prednisolone Prednisone Pregabalin Pregnenolone Primidone Procainamide

Procaine Prochlorperazine Procyclidine Progesterone Promazine Promethazine Propofol Propoxur Propoxyphene Propranolol

This listing is subject to change without notice,

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Thiofentanyl Propyl U-47700 Thiopental Propylhexedrine Thiophene fentanyl Proscaline Thioridazine Protonitazene THJ 2201 Pseudoephedrine/Ephedrine Tianeptine Psilocin/Psilocybin Tiletamine PV-8 Tizanidine PX-1 Tocainide Pyrazinamide Topiramate Pyrazolam Tramadol trans-3-methyl Fentanyl Pyrilamine Pyrovalerone Trazodone Quazepam Trenbolone Quetiapine Trenbolone acetate Quinidine Trenbolone cyclohexylmethylcarbonate Quinine Trenbolone enanthate Ranitidine Triamcinolone acetonide RCS-4 Triamterene RCS-8 Triazolam RCS-8 4-methoxy isomer Trifluoperazine Remifentanil Trihexyphenidyl Ropinerole Trimethobenzamide Ropivacaine Trimethoprim Salvinorin A Trimipramine Scopolamine Tripelennamine SDB-005 Triprolidine sec-Butonitazene Tropacocaine Secobarbital Tryptamine Turinabol (4-Chlorodehydromethyltestosterone) Selegiline Sertraline U-47700 Sibutramine U-47931E Sildenafil U-48800 Simvastatin U-49900 SL-164 U-51754 Stanozolol U-69593 Strychnine UF-17 STS-135 UR-144 UR-144 N-(5-chloropentyl) analog Sufentanil Sulfamethoxazole URB-597/JP104 URB-602 Suvorexant Tadalafil URB-754 Talbutal URB-937 Tamoxifen Valeryl fentanyl Tapentadol Valproic Acid Temazepam Vardenafil Tenocyclidine Venlafaxine Terbufos Verapamil Testosterone Vinpocetine Testosterone 17-phenylpropionate Vitamin E Testosterone acetate Vitamin E acetate Testosterone cypionate Warfarin Testosterone decanoate WIN 48.098 (Pravadoline) Testosterone enanthate WIN 55.212 Testosterone isocaproate XLR-11 Testosterone propionate Xylazine Testosterone undecanoate Yohimbine Tetracaine Zaleplon Tetrahydrofuran fentanyl Ziprasidone Tetrahydropalmatine Zolazepam Tetrahydrozoline Zolmitriptan TEMPP (Trifluoromethylphenylpiperazine) Zolpidem Thebaine Zonisamide Theobromine Zopiclone/Eszopiclone

Theophylline

Thienyl fentanyl

This listing is subject to change without notice,

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## **Expanded Drug ID:**

\*Cannabinoids

Note: Compounds indicated in the Expanded Drug ID scope are not included in the routine scope of analysis and may require additional testing or an additional cost. Please contact Client Services at 844-276-1.182 for further information.

(6aR,9R)-delta-10-THC+ (6aR,9S)-delta-10-THC+ (9,10a)-anti-delta 6a, 7-THC+ (9,10a)-syn-delta 6a, 7-THC+ 9 alpha-hydroxy HHC+ 9 beta-hydroxy HHC+ 9(R)-delta-6a,10a-THC+ 9(R)-delta-7-THC+ 9(R)-HHC Acetate+ 9(R)-HHC+ 9(R)-HHCP+ 9(S)-delta-6a,10a-THC+ 9(S)-delta-7-THC+ 9(S)-HHC+ CBC+ CBCV+ CBD+

cis-Delta-9-THC+ Delta-8-iso-THC+

CBDV+ CBG+ CBL+ CBN+ CBT+

Delta-8-THC Acetate+

Delta-8-THC+

Delta-8-THCV+

Delta-9-THC+

Delta-9-THC Acetate+

Delta-9-THCB+

Delta-9-THC-C8+ Delta-9-THCH+

Delta-9-THCO+

Delta-9-THCP+ Delta-9-THCV+

Exo-THC+ THCA+

This listing is subject to change without notice.

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# NMS Labs Seized Drugs Equipment List

r/Placed Into Service	Manufacturer/ Make	2001	IO# Capacity	reducing the state of the state	10000
	Mettler-Toledo	AE 100	B19-WLG	Balance	WLG
	Mettler-Toledo	XS32000L	B17-WLG	Balance - Bulk	WLG
	Mettler-Toledo	PR1203	B01-WLG	Balance	MLG
	Mettler-Toledo	XP1203S	B02-WLG	Balance	WLG
	Mettler-Toledo	AG 204	BO3-WLG	Balance	WLG
	Mettler-Toledo	XP1203S	B04-WLG	Balance	WLG
	Mettler-Toledo	XP1203S	B05-WLG	Balance	WLG
	Mettler-Toledo	PR1203	B06-WLG	Balance	WLG
	Mettler-Toledo	PR1203	B07-WLG	Balance	WLG
	Mettler-Toledo	XP1203S	B08-WLG	Balance	WLG
	Mettler-Toledo	XP1203S	B09-WLG	Balance	WLG
	Mettler-Toledo	XP1203S	B10-WLG	Balance	WLG
¥5	Mettler-Toledo	XP1203S	B11-WLG	Balance	WLG
	Mettler-Toledo	XP1203S	B12-WLG	Balance	WLG
	Mettler-Toledo	XPE1203S	B13-WLG	Balance	MLG
	Mettler-Toledo	XPE1203S	B14-WLG	Balance	WLG
	Mettler-Toledo	XPE1203S	B15-WLG	Balance	WLG
	Mettler-Toledo	ML204	B16-WLG	Balance	WLG
	Mettler-Toledo	XPR1203S	B20-WLG	Balance	WLG
	Mettler-Toledo	XP1203S	B21-WLG	Balance	MLG
	Mettler-Toledo	XPE204	B22-WLG	Balance	WLG
	Mettler-Toledo	XPR1203S	B23-WLG	Balance	WLG
	Mettler-Toledo	XS32000L	B24-WLG	Balance- Bulk	WLG
	Mettler-Toledo	XPE204	B25-WLG	Balance	WLG
6/14/2016	Mettler-Toledo	XPE1203S	B26-WLG	Balance	WLG
2/1/2017	Mettler-Toledo	XPE1203S	B27-WLG	Balance	WLG
2/15/2021	Mettler-Toledo	XPR1203S	B28-WLG	Balance	WLG
2/15/2021	Mettler-Toledo	XPR1203S	B29-WLG	Balance	WLG
2/15/2021	Mettler-Toledo	XPR1203S	B30-WLG	Balance	WLG
5/26/2022	Mettler-Toledo	XPR1203S	B31-WLG	Balance	WLG
5/26/2022	Mettler-Toledo	XPR1203S	B32-WLG	Balance	WLG
6/1/2022	Mettler-Toledo	XPR1203S	B33-WLG	Balance	WLG
	Mettler-Toledo	RS-P42	BP17-WLG	Balance Printer - bulk	WLG
	Mettler-Toledo	LC-P45	BP01-WLG	Balance Printer	WLG
	Mettler-Toledo	RS-P42	BP02-WLG	Balance Printer	WLG
	Mettler-Toledo	LC-P45	BP03-WLG	Balance Printer	M'LG W'LG
	Mettler-Toledo	RS-P42	BP04-WLG	Balance Printer	WLG
	Mettier-Toledo	RS-P42	BP05-WLG	Balance Printer	WLG
	Mettler-Toledo	LC-P43	BP06-WLG	Balance Printer	WLG
	Mettler-Toledo	LC-P43	BP07-WLG	Balance Printer	WLG
	Mettler-Toledo	RS-P42	BP08-WLG	Balance Printer	WLG
	Mettler-Toledo	RS-P42	BP09-WLG	Balance Printer	WLG
	Mettler-Toledo	RS-P42	BP10-WLG	Balance Printer	WLG
	Mettler-Toledo	RS-P42	BP11-WLG	Balance Printer	WLG
	Mettler-Toledo	RS-P42	BP12-WLG	Balance Printer	WLG
	Mettler-Toledo	RS-P42	BD13_W/1/G		

wre wre	MLG WLG WLG	MIG WIG WIG WIG WIG	MIG WIG WIG WIG WIG	M K G W C W K G W	MLG WLG WLG WLG WLG	MIG G	MIG WIG WIG WIG
Balance Printer Balance Printer Balance Printer	Balance Printer Balance Printer Balance Printer Balance Printer	Balance Printer Balance Printer Balance Printer Balance Printer Balance Printer Balance Printer	Balance Printer Balance Printer Balance Printer Centrifuge Centrifuge	Centringe Centrifuge Camera Camera Camera Diluter	Diluter Diluter Diluter Freezer (Evidence Room) Freezer (Chemistry) Freezer (Evidence Room) Fume Hood 1 Fume Hood 2 Fume Hood 2	Freezer Mill FTIR GC/MS Tower Autosampler GC/MS	Autosampler  Autosampler  GC/MS  Tower  Autosampler
BP14-WLG BP15-WLG BP16-WLG	BP21-WLG BP22-WLG BP24-WLG BP25-WLG RP26-WLG	BP2A-WLG BP2A-WLG BP39-WLG BP31-WLG BP32-WLG	BP33-WLG BP34-WLG BP35-WLG CF01-WLG CF02-WLG CF03-WLG	CF05-WLG CM01-WLG CM02-WLG CM02-WLG CM03-WLG D01-WLG	D02-WLG D01-BUX F03-WLG F04-WLG F06-WLG FH02-WLG FH02-WLG	FM01-WLG FTIR01-WLG GCMS14-WLG GCMS15-WLG	GCMS16-WLG
RS-P42 RS-P42 LC-P45	RS-P42 RS-P42 RS-P42 P-52RUE P-52RUE	F-5ZNUE RS-P42 P-5ZRUE P-5ZRUE P-5ZRUE P-5ZRUE	P-52RUE P-52RUE P-52RUE SERO-FUGE SERO-FUGE SERO-FUGE	HORIZON 12 SX20IS DSCS60 DS126431 600 series	600 series	6875A Nicolet IS5 7890A/5975C G2913A G2614-60966 7890A/5975 G2913A G2614A	7890A/5973 G4513A G4514A 7890B/5977B G4513A G4514A
Mettler-Toledo Mettler-Toledo Mettler-Toledo	Mettler-Toledo Mettler-Toledo Mettler-Toledo Mettler-Toledo Mettler-Toledo	Mettler-Toledo Mettler-Toledo Mettler-Toledo Mettler-Toledo Mettler-Toledo	Wettler-Loledo Mettler-Toledo Glay Adams Clay Adams Clay Adams Fisher Scientific	Fisherbrand Cannon Powershot Sony Cybershot Cannon Hamilton	Hamilton	SPEX SamplePrep Thermo Agilent Agilent Agilent Agilent Agilent	Agilent Agilent Agilent Agilent Agilent
	6/14/2016	2/1/2017 2/15/2021 2/15/2021 2/15/2021 11/10/2021 11/10/2021	5/26/2022 5/26/2022 6/1/2022	8/19/2022 N/A 8/6/2019	7/26/2024 N/A N/A N/A	2020 2012 2012 2012	2015

WLG	WLG	WLG	WLG	WLG	WLG	WLG	WLG	WLG	WLG	5IM	27/10	WIG WIG	0 141	WLG.	MLG	WLG	WLG	WLG	WLG	MLG	WLG	WLG	WLG	WLG	WLG	WLG	WLG	WLG	MLG	WLG	WLG	WLG	WLG	WLG	WLG	WLG													
GC/MS	Tower	Autosampler	29	MS	Autosampler	Tower	29	MS	Autosampler	Tower	Hot Plate	Hot Plate	Hot Date		Degassel	deno.	dund	Autosampler	Autosampler	Column Compartment	Diode-Array Detector	Quat Pump	Autosampler	Thermostat	Thermostatted Column Compartment	Diode-Array Detector	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer										
GCMS22-WLG			GCMS23-WLG		ě.	GCMS24-WLG			GCMS25-WLG			GCMS26-WLG				GCMS27-WLG				HP01-M/16	1000 W.C.	HF02-WEG	TPUS-VVLG	HPLC01- WLG							HPLC02-WLG					HS01-WLG	HS02-WLG	HS03-WLG	HS04-WLG	HS05-WLG	HS06-WLG	HS07-WLG	HS08-WLG	HS09-WLG	HS10-WLG	HS11-WLG	HS12-WLG	HS13-WLG	111111111111111111111111111111111111111
7890A/5975	G4513A	G4514A	8890/5977B	G4513A	G4514A	8890/5977B	G4513A	G4514A	8890/5977B	G4513A	G4514A	78908	35265	G4514A	G4513A	8899	2222	645144	041113V	C010+0	Social	SFIB4/15	FS Drybath Stdrd 4blck	G1379B	G1311A	G1310A	G1313A	G1313A	G1316A	G1315A	613118	G1329B	G1330B	G1316A	G4212B	Sealmaster magneta	Magneta421	3419	KF-520H	MP-16	MP-16	Sealmaster magneta	KF-300HC	Sealmaster magneta	KF-520H	KF-520H	KE-520H	KE-520H	N - 04011
Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	talia	Agilent	Agilent	Agilent	Agilent	Agrient	Agilent	Agilont	Agient	Agiont	Agnetic	Agnetit	Fisher Scientific	Thermo Scientific	Fisher Scientific	HP/Agillent	HP/Agillent	HP/Agillent	HP/Agillent	HP/Agillent	HP/Agillent	HP/Agillent	Agilent	Agilont	Agilent	Agilent	Agilent	Audion	Audion	Tew	Uline	Midwest Pacific	Midwest Pacific	Andion	enit.	Giord	401111	Uline	2 0 0	Online	O
		_	2021	2021	2021	2021	2021	2021	1707	2022	2022	2022	2019	2019	2019	6T07	2024	202	2024	7074			2024	2008							April 2019	April 2013													CC/21/3	5/17/22	C(171)	27/11/57	

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MIG MIG WIG WIG WIG WIG WIG WIG WIG WIG WIG W	WIG WIG WIG WIG WIG WIG WIG WIG	MIG WIG WIG WIG WIG WIG WIG WIG	MIG WIG WIG WIG WIG WIG WIG WIG WIG WIG W	
Heat Sealer Heat Sealer Heat Block Acquity UPLC/TQD Waters Acquity Column Manager Waters Acquity Sample Manager Waters Acquity Binary Solvent Manager Waters Acquity UPLC/TQD Acquity UPLC/TQD Waters Acquity Column Manager	Waters Acquity Column Heater Waters Acquity Sample Manager Waters Acquity Binary Solvent Manager Waters Acquity Detector Acquity UPLC L-Class Plus/TQ-S cronos Waters Acquity Column Manager Waters Acquity Sample Manager Waters Acquity Binary Solvent Manager Waters Acquity Binary Solvent Manager Waters Acquity Detector	Microscope	Oven Pipette	
HS14-WLG HS15-WLG HB02-WLG LCMS03-WLG LCMS04-WLG	TCMS05-WLG	MCO2-WLG MCO3-WLG MCO3-WLG MCO5-WLG MCO6-WLG MCO9-WLG MCO9-WLG MCO9-WLG MCO0-WLG	002-WLG P06-WLG P06-WLG P11-WLG P12-WLG P15-WLG P19-WLG P20-WLG P25-WLG P25-WLG P25-WLG P25-WLG P25-WLG P25-WLG P26-WLG P26-WLG P26-WLG P26-WLG P26-WLG P26-WLG P26-WLG	
KF-520H KF-520H 2003 UPM UPA UPB TQD	UPA UPB TQD CM-A SM-FL-I BSM TQ-S cronos	Compound Compound Compound Compound Compound 11350104 11350104 AX series Compound	IsoTemp	
Uline Uline IsoTemp Waters Waters Waters Waters	Waters Waters Waters Waters Waters Waters Waters	Fisher Scientific	Fisher Scientific Eppendorf	באהשמשם
8/13/18	3/13/24		6/1/2018	

WLG	WLG	MLG	MLG	WLG	WLG	MLG	WLG	WLG	WLG	WLG	WLG	WLG	MLG	WLG	WLG	WLG	MIG	WLG	MLG	WLG	MLG	WLG	WLG	MLG	WLG	WLG	WLG	MLG	WLG	WLG	WLG	MLG	MLG	MIG	WLG	SIW.	N N C	M.EG	NIG.	WLG	MLG	MLG	WLG	WLG	WLG	WLG	WLG	
Pipette	Liberte	Pipette	Pipette	Pipette	Pipette	Refrigerator (evidence room)	Refrigerator (Chemistry)	Refrigerator (Evidence Room)	Syringe	Syringe	Syringe	Syringe	Syringe	Syringe	Syringe	syringe	Syringe	Syringe	Syringe	Syringe	Syringe	Syringe	Syringe	Sonicator	Sonicator	Turbovap	2																					
P33-WLG	P35-WLG	P36-WLG	P37-WLG	P38-WLG	P39-WLG	R03-WLG	R04-WLG	R07-WLG	S01-WLG	S02-WLG	SO3-WLG	S06-WLG	S09-WLG	S10-WLG	S11-WLG	S15-WLG	S16-WLG	S17-WLG	S21-W1G	S22-WLG	S24-WLG	S25-WLG	S26-WLG	S27-WLG	S31-WLG	S32-WLG	S33-WLG	534-WLG	S35-WLG	\$36-WLG	S38-WLG	S39-WLG	S40-WLG	S41-WLG	S42-WLG	S43-WLG	S44-WLG	S45-WLG	S46-WLG	S47-WLG	S48-WLG	S49-WLG	S50-WLG	SS1-WLG	SO01-WLG	SO02-WLG	TV01-WLG	
																																													FS30	FB11201		
Eppendorf	Eppendort	Eppendorf	Eppendorf	Eppendorf	Eppendorf		91	Frigidaire																																					Fisher Scientific	Fisherbrand	Biotage	

			IFB # 31600C November 12
MIG	XN8 91M	80 X X N B B X N B X N B B X N B X N B B X N B X N B X N B B X N B X	NMS Labs response to IFB # 316000 November 12,
Vortexer	Vacuum Sealer  Weight	Balance	Z
VT01-WLG VT02-WLG VT03-WLG VT05-WLG VT06-WLG VT07-WLG VT09-WLG VT10-WLG VT11-WLG VT11-WLG VT13-WLG VT13-WLG	V501-WLG W02-WLG W02-WLG W04-WLG W03-WLG W03-WLG W11-WLG W13-WLG	B02-BUX B03-BUX B04-BUX B05-BUX B05-BUX B09-BUX B10-BUX B11-BUX B11-BUX B11-BUX B13-BUX B13-BUX B13-BUX	
M37615 M37615 M37615 G-560 M37615 G-560 M37615 S1-0236 G560 G560 G560 M16715 G560 VXMTDG	H-1075 Analytical weight ASTM 3 Analytical weight ASTM 1 Analytical weight ASTM 3 Analytical weight ASTM 3 Analytical weight ASTM 2 Analytical weight, Class 3 Individual Weight, Class 2 Individual weight, class 1	XPE12035	
Thermolyne Thermolyne Thermo Scientific Fischer Scientific Thermolyne Thermolyne Scientific Industries Thermolyne Scientific Industries Coientific Industries Scientific Industries Scientific Industries Coientific Industries Ohaus	Ohaus Uline Troemner	Mettler-Toledo	
	27/2022	12/23/2015 12/23/2015 12/23/2015 12/23/2015 6/14/2016 6/14/2016 2/1/2017 2/1/2017 2/1/2017 3/21/2023 3/21/2023 3/21/2023 12/2024 12/23/2015	

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BUX	X X X	BUX	BUX	BUX	BUX	BUX	BUX	BUX	ROX	XOX	X 2	BUX	XOG A	BOX	BIIX		X 2 3	V 2	ROX	BUX		BUX				BUX				BUX			XIIX			BUX	BUX	BUX	BUX	BUX	BUX	BUX	BUX
Balance Printer Balance Printer	balance Printer Balance Printer	Balance Printer Balance Printer	Balance Printer	Balance Printer	Balance Printer	Balance Printer	Balance Printer	Balance Printer	Camera	Camera	Freezer (evidence room)	Freezer (lab)	reserving)	ALL CONTRACTOR OF THE PROPERTY		מספר שווחר	Fume Hood	Fume Hood	Fume Hood	Fume Hood	Agilent 7890B GC System	Agilent MSD 5977A	Agilent 7693 Autosampler (G45.14A)	Agilent G4513A Tower	Agilent 78908 GC system	Agilent MSD 5977A	Agnent 7033 Autosampier (043147)	Agilent 7890B GC System	Agilent MSD 5977A	Agilent 7693 Autosampler (G4514A)	Agilent G4513A Tower	Agilent 7890B GC System	Agilent MSD 5977A	Agilent 7693 Autosampler (G4514A)	Agilent G4513A Tower	Microscope	Microscope	Microscope	Microscope	Microscope	Oven	Pipette	Pipette
BP02-BUX BP03-BUX	BP04-BUX BP05-BUX	BPO7-BUX	BP10-BUX	BP11-BUX	BP12-BUX	BP13-BUX	BP14-BUX	BP15-BUX	CM01-BUX	CM02-BUX	F01-BUX	F02-BUX	F03-BUX	FTIR01-BUX	FH01-B0X	FH02-BUX	FH03-BUX	FH04-BUX	FH05-BUX	FH06-BUX		GCMS01-BUX				GCMS02-BUX				GCMS03-BUX				GCINISU4-BUX		MC01-BUX	MC02-BUX	MC03-BUX	MC04-BUX	MC05-BUX	O01-BUX	P01-BUX	PO2-BUX
RS-P42 RS-P42	RS-P42 RS-P42	RS-P42	KS-P42 RS-P42	P-52RUE	P-52RUE	P-52RUE	P-52RUE	P-52RUE	800x600	DS126431	FFTR1821QW3	FFTR1821QW3	A/N	Nicolet iS5	A/N	N/A	N/A	A/N	Captair 714 Smart	Captair 714 Smart	7890B	S977A	G4514A	G4513A	7890B	S977A	G4514A	G4513A	/890B	3977A	G4513A	78908	S977A	G4514A	G4513A	11350104	11350104	11350104	11350104	11350104	60L Ovn Grvty	Repeater M4	Research plus
Mettler-Toledo Mettler-Toledo	Mettler-Toledo Mettler-Toledo	Mettler-Toledo	Mettler-Toledo Mettler-Toledo	Mettler-Toledo	Mettler-Toledo	Mettler-Toledo	Mettler-Toledo	Mettler-Toledo	Moticam 1	Canon	FRIGIDAIRE	FRIGIDAIRE	FRIGIDAIRE	Thermo	AMS	AMS	AMS	BMC	Erlab	Erlab	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Fisher Scientific	Fooendorf	Eppendorf					
12/23/2015 12/23/2015	12/23/2015 6/14/2016	6/14/2016	2/1/2017	2/24/2021	9/1/2017	3/21/2023	3/21/2023	2/19/2024	10/6/2017	10/6/2017	3/28/2016	3/29/2016	N/A	2012	N/A	N/A	N/A	N/A	12/9/2022	12/9/2022	3/8/2016	3/8/2016	3/8/2016	3/8/2016	4/1/2016	4/1/2016	4/1/2016	4/1/2016	7/6/2017	7/6/201/	7/6/2017	4/29/2015	4/29/2015	4/29/2015	4/29/2015	04/2016	04/2016	07/2016	02/2017	02/2017	07/2016	4/1/2016	4/1/2016

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Pipette Pipette Pipette Pipette Pipette Refrigerator (evidence room) Refrigerator (lab) Refrigerator (lab)	Weight Weight Weight Weight Weight Weight(s) Weight(s) Weight Weight	Syringe Syringe Syringe Sonicator Hot plate Vortex Vortex Vortex Heat Sealer Heat Sealer Heat Sealer	Heat Sealer Dry Down Apparatus Dry Down Apparatus Centrifuge Turbo Vap Balance Balance Balance Balance Balance Balance	Balance
P03-BUX P04-BUX P05-BUX P06-BUX R01-BUX R02-BUX R03-BUX	WO2-BUX WO2-BUX WO3-BUX WO4-BUX WO5-BUX WO6-BUX WO6-BUX WO9-BUX	\$01-BUX \$02-BUX \$03-BUX \$001-BUX \$101-BUX \$101-BUX \$103-BUX \$103-BUX \$103-BUX \$103-BUX \$103-BUX \$103-BUX \$103-BUX \$103-BUX \$103-BUX \$103-BUX \$103-BUX \$103-BUX	HSG4-BUX DD01-BUX CF01-BUX TV01-BUX B07-DFW B10-DFW B11-DFW B12-DFW	813-DFW 814-DFW 815-DFW 816-DFW 817-DFW 819-DFW 820-DFW 821-DFW 821-DFW
Research plus Research plus Research plus Repeater M4 FFR1821QW3 FFR1821QW3 N/A N/A	Analytical weight	Elmasonic P 30 H Vortex Genie 2 G560 Vortex Genie 2 G560 Vortex-Genie MMS-500 KF-520H 821 MGI-5	KF-520H Reacti-Therm III T5-18824 FS Drybath Stdrd 4block 11-120V Sero-Fuge 2001: 420351 Turbovap LV SI-234 XPE12035 XPE12035 XPE12035 XPE12035 XS32000L	XPE1203S XPE1203S XPE1203S XPE1203S XP1203S XPR1203S XPR1203S XPR1203S XPR1203S XPR1203S XPR1203S XPR1203S
Eppendorf Eppendorf Eppendorf Eppendorf Eppendorf FRIGIDAIRE FRIGIDAIRE FRIGIDAIRE	Troemner Troemner Troemner Troemner Troemner Troemner Troemner Troemner	Fisher Scientific Fisher Scientific Scientific Industries Scientific Industries Jores Technologies Uline AUDION ELEKTRO	Uline Thermo Fisher Scientific Fisher Clay Adams Biotage Deriver Instrument Mettler-Toledo AG Mettler-Toledo AG Mettler-Toledo AG Mettler-Toledo AG	Mettler-Toledo AG
4/1/2016 4/1/2016 4/1/2016 1/15/2020 3/28/2016 3/29/2016 N/A	12/23/2015 12/23/2015 12/23/2015 12/23/2015 12/23/2015 11/20/2019 11/20/2019	10/24/2016 N/A N/A N/A N/A N/A	N/A N/A 1/27/2022 N/A 2/22/2016 2/22/2016 2/22/2016	3/24/2016 3/24/2016 3/23/2017 3/23/2017 11/22/2019 11/11/2020 1/20/2021 1/20/2021 4/1/2021

W40 W40 W40 W40 W40 W40	DFW	0 PW 0 PW 0 PW 0 PW 0 PW 0 PW 0 PW	DFW
Balance	Balance Balance Balance Balance Printer	Balance Printer	Balance Frinter Balance Printer Balance Printer Centrifuge Centrifuge Centrifuge Centrifuge
B23-DFW B24-DFW B25-DFW B26-DFW B27-DFW B28-DFW B390-DFW B31-DFW B31-DFW	B33-DFW B34-DFW B36-DFW B909-DFW BP10-DFW BP11-DFW BP11-DFW BP13-DFW	8P21-DFW 8P22-DFW 8P23-DFW 8P24-DFW 8P25-DFW 8P26-DFW 8P27-DFW 8P31-DFW 8P32-DFW 8P32-DFW	BP33-DFW BP34-DFW BP35-DFW CF01-DFW CF02-DFW CF03-DFW CF04-DFW D02-DFW
XPR12035 XPR32000L XPR32000L XPR12035 XPR12035 XPR12035 XPR12035 XPR12035 XPR32000L XPR32030	XPR1203S XPR1203S XPR1203S RS-P42	P-52RUE	P-52RUE P-52RUE P-52RUE P-52RUE E-33 Horizon-12 Horizon-12 Horizon-12 600 Series
Mettler-Toledo AG	Mettler-Toledo AG	Mettler-Toledo AG	Mettler-Toledo AG Mettler-Toledo AG Mettler-Toledo AG Champion Fisher Fisher Fisher Hamilton
4/1/2021 4/1/2021 7/8/2021 6/6/2022 6/6/2022 6/6/2022 6/6/2022	7/6/2023 7/6/2023 7/6/2023 7/6/2023 11/22/2019 11/22/2019 11/22/2019 11/22/2019 11/22/2019 11/22/2019 11/22/2019 11/22/2019 11/22/2019 11/22/2019	4/1/2021 4/1/2021 4/1/2021 4/1/2021 4/1/2021 4/1/2021 5/10/2022 5/10/2022 5/10/2022 5/10/2022 5/10/2022 5/10/2022 5/10/2022	5/10/2022 5/10/2022 5/10/2022 5/10/2022 3/4/2022 3/4/2022

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NMS Labs response to IFB # 3160006945 November 12, 2024

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DFW	DFW	DFW	DFW	DFW	DFW	DFW	DFW	DFW	DFW	DFW		4	20			DFW			DFW			DFW			DFW			i	DFW		í	DFW			DFW		DE\A/	onse to IFB # 3	November 12		4 °	
Freezer	Freezer	Freezer	Heezel Freezer	Fumehood	Fumehood	Fumehood	Fumehood	Freezer Mill	FTIR	GCFID	Sampler - GC Agilent 6890N GC System	Agilent MSD 5973N	Agilent 7683 Autosampler (G2614A)	Agilent G2613A Tower	Agnent bason oc system Agnert MSD 5973N	Agilent 7683 Autosampler (G2614A)	Agilent G2613A Tower	Agilent 7890A GC System	Agilent 7693 Autosampler (G4514A)	Agilent G4513A Tower	Agilent 7890B GC System	Agilent MSD 5977B	Agilent 7693 Autosampler (G4514A)	Agilent G45.13A Tower Agilent 7890B GC System	Agilent MSD 5975C	Agilent 7693 Autosampler (G4514A)	Agilent G4513A Tower	Agilent MSD 59778	Agilent Autosampler (G4514A)	Agilent G4513A Tower	Agilent MSD 59778	Agilent Autosampler (G4514A)	Agilent G4513A Tower	Agilent /890B System Agilent MSD 5977C	Agilent Autosampler (64514A)	Agilent G4513A Tower Aeilent 7890B Svstem	Agilent MSD 5977C	NMS Labs response to IFB # 31600				
F02-DFW	F03-DFW	F09-DFW	F10-DFW	FHOS-DFW	FH06-DFW	FH07-DFW	FH09-DFW	FM01-DFW	FTIR02-DFW	GCFID03-DFW			GCMS03-DFW	0		GCMS04-DFW			GCMS05-DFW			GCMS06-DFW			A CONTROL				GCMS08-DFW			GCMS09-DFW			GCMS10-DFW		GCMS11-DEM					
KTRS20M	WRT318FMDW01	HMDR1000WE	HMDR1000WE	Purair-P30	45612	100600042	100600042	CG-450	Nicolet iS5	7890B	G6501B	NE 2973N	G2614A	G2613A	N06890N	G2614A	G2613A	7890A	5975C	G4513A	7890B	59778	G4514A	64513A 7890B	5975C	G4514A	G4513A	8890 5977B	G4514A	G4513A	8830 8477B	G4514A	G4513A	7890B	G4514A	G4513A 7890B	5977C					
Kitchenaid	Whirlpool	Magic Chef	Magic Chef	Air Science	Hemco	Labconco	Labconco	Cole-Parmer	ThermoScientific	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agnent Agilent	Agilent	Agilent	Agilent	Agilent Agilent	Agilent	Agilent				'a	
8/12/2016		12/10/2021	3/4/2022	3/1/2016	4/22/2016	7/14/2021	1/19/2022	4/4/2024	10/24/2014		N100/ NC/ 01	10/24/2014	11/11/2020	10/24/2014	10/24/2014	10/24/2014	10/24/2014	10/24/2014	10/24/2014	10/24/2014	12/6/2016	12/6/2016	12/6/2016	12/6/2016	10/21/2020	10/21/2020	10/21/2020	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	11/1/2021	9/29/2023	9/29/2023 9/29/2023	9/29/2023	9/29/2023			्. इ		

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5	DFW	W IO	DFW	DFW	DFW	DFW	DFW	DFW	DFW	DFW	DFW	NEW NEW	W HO	DFW	DFW	DFW	DFW	DFW	DFW	DFW	DFW	DFW	DFW	DFW	DFW	VY-C	A 4	2 2	2 2	W N	מים מ	DFW	W-U	DFW	W-U	DFW	DFW								
Agilent Autosampler (G4514A) Agilent G4513A Tower	Heat Block Hot Plate	Hot Plate	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer	Heat Sealer Heat Cooler	Heat Sealer	Microscope	Microscope	Microscope	Microscope	Microscope	Wicroscope	Microscope	Microscope	Witchestope	Microscope	adosco pilos	Coveri	Pinette	Pinette	Pinette	ettecid	Pipette	Dirette	Dirette	Pipotte Bipotte	ottoria Birotia	anadi.	Pipette	Pipette									
OOV HB01-DFW		HP02-DFW	HS01-DFW	HS02-DFW	HS03-DFW	HS04-DFW	HS05-DFW	1505-DFW	HSON-DEW	HSO9-DEW	HS10-DFW	HS11-DFW	HS12-DFW	HS13-DFW	HS14-DFW	HS15-DFW	HS16-DFW	HS17-DFW	HS18-DFW	HS19-DFW	MC06-DFW	MCU/-DFW	MC08-DFW	MC09-DFW	MCIO-DFW	MC12-DFW	MC13-DEW	MC14-DEW	MC15-DEW	MC16-DFW	OO1-DEW	002-DFW	P011-DFW	P12-DFW	P13-DFW	P14-DFW	P15-DFW	P16-DFW	P17-DFW	P18-DFW	P19-DFW	P20-DEW	P21-DEW	200	
G4514A G4513A FS Drvbath Stdrd 4 Blck 100-120V	PC-351	MS-H280-Pro	KF-300HC	KF-400H	KF-520H	E 000 F7	821 MGI-5	KESON-HC	KF500-HC	KF500-HC	821 MGI-5	KF520-H	KF5 20-H	11350104	11350101	11350101	300000	300000	300000	9000000	300000	300000	3000011	31477	40GCE-LT	Reference 2	Repeater M4	Reference	Repeater M4	Reference	Reference	Reference	Reference	Reference	Reference	Reference									
Agilent Agilent Fisher IsoTemp	Corning	SCILOGEX	Uline	UIINE	orine Hipe	Ziiio	Audion	Uline	Uline	Uline	Audion	Uline		Fischer Scientific	Fisher Scientific	Fisher Scientific	Fisher Scientific	Fisher Scientific	Precision PS Scientific	Quincy Lab, Inc.	Eppendorf	Eppendorf	Eppendorf	Eppendorf	Eppendorf	Eppendorf	Eppendorf	Eppendorf	Eppendorf	Eppendorf	Eppendorf	:													
9/29/2023 9/29/2023 3/28/22																				3/1/2016	3/1/2016	3/1/2016	3/1/2016	5/3/2021	5/3/2021	5/3/2021	3/1/2022	3/1/2022	3/1/2022	1/2/2024		3/4/2022		10/27/2014	10/27/2014	4/23/2018	9/20/2019	9/20/2019	11/11/2020	11/11/2020	7/6/2022	7/6/2022	7/6/2022		

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DFW DFW DFW DFW DFW DFW	DFW	DFW
Pipette Pipette Refrigerator Refrigerator Refrigerator Refrigerator Refrigerator Mini Refrigerator	Mini Refrigerator Refrigerator Refrigerator Refrigerator Sonicator Sonicator Sonicator Sonicator Test Tube Rocker Turbo Vap Vacuum Heat Sealer Vacuum Pump Vortexer Vortexer Vortexer Weight(s)	Weight(s) Weight(s) Weight(s) Weight(s) Weight Weight Weight Weight Weight Weight Caliper Caliper Caliper Gauge Block Vacuum Sealer Balance
P22-DFW P23-DFW R01-DFW R02-DFW R03-DFW R03-DFW R06-DFW R07-DFW R08-DFW	R09-DFW R09-DFW R09-DFW R10-DFW S001-DFW S003-DFW S003-DFW TV01-DFW VX01-DFW VX01-DFW VX01-DFW VX03-DFW VX04-DFW W03-DFW W03-DFW	W05-DFW (travel set) W09-DFW W07-DFW (wt set 1) W10-DFW (wt set 1) L-XXX (wt set 2; travel set) W11-DFW (wt set 2) W12-DFW (wt set 3) W13-DFW (wt set 3) W14-DFW (wt set 3) W14-DFW (wt set 3) W14-DFW (wt set 3) CAL01-DFW CAL01-DFW CAL01-DFW CAL02-DFW G01-DFW S06-ELP B06-ELP B09-ELP B09-ELP B10-ELP B10-ELP B10-ELP
Repeater M4 Repeater M4 25.60721002 FKCH17F7HWD FRU17B2JW23 FRU17B2JW23 KTRS20MAWH01 WRT318FMW01 RFFHB48M	REFHB43B WMMR04BAPBBB HMDR1000WE HMDR1000WE F520H 97043-964 97043-964 1-TR-200 Turbovap LV H-1075 AC080100 G560 G560 G560 S1-0236 S1-0236 Analytical weight set	Analytical weight set Analytical weight Analytic
Eppendorf Eppendorf Kenmore Kenmore Frigidaire Frigidaire Frigidaire Kitchenaid Whirlpool	Hamilton Beach General Electric Company Magic Chef Magic Chef Fisher Scientific VWR VWR VWR UNICO Biotage Uline Campbell Hausfeld Scientific Industries Inc. Scientific Industries Inc.	Troemner Troemner Troemner Rice Lake Troemner Troemner Troemner Troemner Troemner Troemner Troemner General General General Mitutoyo Uline Mettler-Toledo Mettler-Toledo Mettler-Toledo Mettler-Toledo Mettler-Toledo Mettler-Toledo Mettler-Toledo Mettler-Toledo Mettler-Toledo
8/12/2016	9/2/2020 12/10/2021 3/4/2022 3/4/2022 31/1/23 31/1/23 6/30/2020 3/28/2022 11/21/2022	4/20/2021 4/20/2021 7/27/2022 7/27/2022 4/18/2023 4/18/2023 4/18/2023 2/22/2019 2/22/2019 2/25/2019 3/23/2016 3/23/2016 3/23/2016 3/23/2016 3/23/2016 3/23/2016 3/23/2016 3/23/2016 3/23/2016

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ELP	ELP	ELP	ELP	ELP	ELP	ELP	ELP	ELP	ELP	ELP	ELP		ELP				ELP				EID	1			0	FLF			0 1	3		ELP	ELP	ELP	ELP	ELP	ELP	ELP	ELP	ELP	ELP	ELP	ELP	ELP	ELP	ELP
Balance Printer Ralance Printer	Balance Printer	Balance Printer	Caliper	Centrifuge	Centrifuge	Diluter	Dry Down Apparatus	Freezer	Fume Hood	Fume Hood	Gauge Block	. Agilent 6890 GC System	Agilent MSD 5973	Agilent 7683 Series Autosampler (G2614A)	Agilent 7683 Series Injector G2613A	Agilent 7890 GC System	Agilent MSD 5975	Agilent 7693 Autosampler (G4514A)	Agilent G4513A Tower	Agilent 7890 GC System	Agilent MSD 5975	Agilent 7693 Autosampler (G4514A)	Agilent G4513A Tower	Agilent 8890 GC System	Agilent MSD 5977B	Agilent Autosampler (G4514A)	Agilent G4513A Tower	Agilent 8890 GC System	Agilent MSD 5977C	Agilent Autosampler	Agilent Tower	Hot Plate	Heat Selaer	Heat Selaer	Microscope	Microscope	Oven	Pipette	Pipette	Pipette	Pipette	Refrigerator	Sonicator	Turbo Vap	Vortexer	Vortexer
BPO7-ELP RPO8-F1P	BP09-ELP	BP10-ELP	CAL01-ELP	CF01-ELP	CF02-ELP	DO1-ELP	, DD01-ELP	F01-ELP	FH01-ELP	FH02-ELP	GO1-ELP		GCMS01-FIP				GCMS03-FLP				all rosmoo	GCIVISO4-ELP				GCIMSOS-ELP			G CANSOS ELD	GCIVISOGEET		HP01-ELP	HSO1-ELP	HSO2-ELP	MC02-ELP	MC03-ELP	O01-ELP	PO1-ELP	PO2-ELP	PO3-ELP	PO4-ELP	RO1-ELP	SO01-ELP	TV01-ELP	VT01-ELP	VT02-ELP
RS-P42	N3-142 85-P42	P-52RUE	Ultra Tech	E33-1	Horizon-12	600 Series	FS Drybath Stdrd 4block 100-120V	N/A	67705	7231000	N/A	N0689	5973N	G2614A	G2613A	7890A	5975C	G4514A	G4513A	7890B	5975C	G4514A	G4513A	8890	59778	G4514A	G4513A	8890	5977C	G4514A	G4513A	PC-420D	Impulse Sealer H-293	Impulse Sealer H-293	11350104	11350104	40GCE-LT	Repeater M4	Research Plus	Research Plus	Research Plus	N/A	757	Turbovap LV	M37615	232
Mettler-Toledo	Metther-Toledo	Mettler-Toledo	General	Champion	Fisher	Hamilton	Fisherbrand Isotemp	Roper	Labconco	Mott	Mitutoyo	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Corning	Uline	Uline	Fisher Scientific	Fisher Scientific	Quincy Lab Inc.	Eppendorf	Eppendorf	Eppendorf	Eppendorf	Roper	VWR Scientific Products	Biotage	Thermolyne	Fisher Scientific
3/23/2016	3/13/2016	2/5/2020	2/18/2019	7/25/2018	2/27/2023			11/1/2012	11/1/2012	11/1/2012	2/25/2019	11/9/2012	11/9/2012	6/16/2016	11/9/2012	2015	2015	2015	2015	2019	2019	2019	2019	2023	2023	2023	2023	2024	2024	2024	2024	2012	2012	2012	7/8/1905	4/1/2017	9/5/2019	10/27/2014	10/27/2014	10/1/2019	10/8/2019	11/1/2012	11/1/2012		10/23/2014	10/23/2014

ELP	ELP	ELP	ELP	ELP	ELP	ELP	WIM	WIN	N	NIW	NIW.	N	NIN	2	NIM	NIW	NIM	NIM	NI/W	NIM	1100	NIM	NIA Y	NIM	NIA.	NIM		MIN				NIW				WIN		WIN	NIM	NIW	NIM	NIM	NIW	NIW	MIN	NIW	NIN	
Vortexer	Weight(s)	Weight	Weight	Weight	Weight	Weight	Balance	Balance	Balance	Balance	Balance	Balance Printer	Balance Printer	Balance Printer	Balance Printer	Cetrifuge	Cetrifuge	Camera	Micro Diluter	Diluter	Single Apparatus	Freezer	Lizzali From Mood	FILE	ALL STOCKED		Agrent 78908 GC system	Aglient MSD 5975C	Agrieri (7933 Autosampier (64514A)	Agilent 64513A Tower	Agilent 7890B GC System	Aglient MSD 59/5C	Agricus / 033 Autosaliipiei (G4514A)	Apilent 8890 GC System	Aprilent MSD 59778	Agilent 7693 Autosampler (G4514A)	Agilent G4513A Tower	Hot Plate	Heat-Sealer	Heat-Sealer	Heat-Sealer	Heat-Sealer	Heat-Sealer	Microscope	Microscope	Oven	Pipette	
VT03-ELP	WUI-ELP	W04-ELP	W05-ELP	W06-ELP	W07-ELP	W08-ELP	B01-WIN	B02-WIN	B03-WIN	B04-WIN	B05-WIN	BPO1-WIN	BP02-WIN	BP03-WIN	BP04-WIN	CF01-WIN	CF02-WIN	CM01-WIN	D01-WIN	D02-WIN		FO1-WIN	FH01-WIN	FTIRO1-1WIN	GCEID01-WIN			GCMS01-WIN				GCMS02-WIN				GCIVISUS-WIN		HP01-WIN	HS01-WIN	HS02-WIN	HS03-WIN	HS04-WIN	HS05-WIN	MC02-WIN	MC03-WIN	O01-WIN	P01-WIN	
M37615 Analytical weight cat	Allalytical weight set	Analytical weight	Analytical weight	Analytical weight	Analytical weight	Analytical weight	XPE1203S	XPE1203S	XS32000L	XPE204	XPR1203S	RS-P42	RS-P42	RS-P42	P-52RUE	Sero-fuge II	Horizon 12	EF-S18-55/3,5-5,6 IS STM	ML600, Dual Syringe Pump	ML600, Dual Syringe Pump	FS Drybath Stdrd 4block 100-120V	LFHT2131QF0	Purair-P5-48	Nicolet iS5	G3440B/G6501B	78908	75765	G4514A	G4513A	78908	75765	G4514A	G4513A	8890	5977B	G4514A	G4513A	SP194715	Impulse Sealer H-458	Impulse Sealer H-458	Impulse Sealer H-293	Impulse Sealer H-293	Impulse Sealer H-458	11350104	11350104	40GCE-LT	Repeater M4	
Thermolyne Troemner	100111111111111111111111111111111111111	roemner	Troemner	Troemner	Troemner	Troemner	Mettler-Toledo	Mettler-Toledo	Mettler-Toledo	Mettler-Toledo	Mettler-Toledo	Mettler-Toledo	Mettler-Toledo	Mettler-Toledo	Mettler-Toledo	Clay Adams	Drucker Diagnostics	Canon	Hamilton	Hamilton	Fisher	Frigidaire	Pure Air	Thermo	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Agilent	Thermo	Uline	Uline	Uline	Uline	Uline	Hsher Scientific	Fisher Scientific	Quincy Lab Inc.	Eppendorf	
5/24/2021	2/20/2/2	2/26/2016 5/2/2016	5/2/2019	4/14/2021	6/1//2022	6/1/2023	3/4/2015	3/4/2015	3/4/2015	3/4/2015	3/1/2021	3/4/2015	3/4/2015	3/4/2015	3/1/2021	2015	3/11/2022	N/A	2015	4/7/2015		2/1/2015	2/1/2015	8/10/2017	5/11/2015	7/13/2015	7/13/2015	7/13/2015	7/13/2015	7/13/2015	7/13/2015	7/13/2015	7/13/2015					3/4/2015	5/4/2015	3/4/2015	3/4/2015	3/4/2015	דייסבו רכו א	4/2//2015	4/21/2013	1,000	// //2015	

NIW	WIW	MIM	WIM	NIM	NIM	NIM	NIM	MIM	MIM	WIN	MIN	NIM	NIW	MIM	NIM	MIN	MIN	NIM	WIM	NIM
Pipette	Pipette	Pipette	Pipette	Pipette	Refrigerator	Sonicator	Sample Rocker	Sample Rocker	Turbo Vap	Vault	Vortexer	Vortexer	Vortexer	Weight(s)	Weight	Weight	Weight	Weight	Weight	Weight
P02-WIN	P03-WIN	P04-WIN	PO5-WIN	PO6-WIN	RO1-WIN	SO01-WIN	SR01-WIN	SR02-WIN	TV01-WIN	V01-WIN	VT01-WIN	VT02-WIN	VT03-WIN	W01-WIN	W02-WIN	W03-WIN	W04-WIN	W05-WIN	W06-WIN	W07-WIN
Research plus	LFHT2131QF0	FB11201	L-TTR-200D	L-TTR-200D	Turbovap LV	N/A	Vortex-Genie 2	Vortex-Genie 2	Vortex-Genie 2	Analytical Weight Set	Grip Handle	Grip Handle	Analytical Weight	Analytical Weight	Analytical Weight	Analytical Weight				
Eppendorf	Eppendorf	Eppendorf	Eppendorf	Eppendorf	Frigidaire	Fisher Scientific	UNICO	UNICO	Biotage	N/A	Scientific Industries	Scientific Industries	Scientific Industries	Troemner	Troemner	Troemner	Troemner	Troemner	Troemner	Troemner
4/17/2015	4/17/2015	4/17/2015	4/17/2015	2015	2/1/2015	N/A	2015	2015		2/1/2015	3/4/2015	3/4/2015	2015	3/4/2015	2/1/2015	2/1/2015	3/4/2015	1/17/2020	2/2/2021	6/17/2022

## **CERTIFICATE OF LIABILITY INSURANCE**

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DATE (MM/DD/YYYY)

08/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to	the certificate holder in lieu of s			
PRODUCER	CONTACT WTW Certificate Center			
Willis Towers Watson Northeast, Inc.			FAX 1 000	-467-2378
c/o 26 Century Blvd		PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No): 1-888-	-467-2378
P.O. Box 305191		ADDRESS: certificates@wtwco.com		
Nashville, TN 372305191 USA		INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURERA: Evanston Insurance Company		35378
INSURED National Medical Services, Inc. dba NMS	T.ahe	INSURER B: Travelers Property Casualty C	ompany of Ame	25674
200 Welsh Road	Habs	INSURER C: Phoenix Insurance Company		25623
Horsham, PA 19044		INSURER D :		
		INSURER E :		
		INSURER F:		
COVERAGES CERT	IFICATE NUMBER: W34491788	REVISION NU	MBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR			SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs
	CLAIMS-MADE X OCCUR						EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,00 \$ 50,00
A	X CONTRACTUAL LIABILITY						PREMISES (Ea occurrence)  MED EXP (Any one person)	s 5,00
	X INCLUDED			MKLV1PHP000007	08/15/2024	08/15/2025	PERSONAL & ADV INJURY	\$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:				1		GENERAL AGGREGATE	\$ 3,000,00
	X POLICY PRO-						PRODUCTS - COMP/OP AGG	\$ 3,000,00
	OTHER:							S
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00
В	X ANY AUTO						BODILY INJURY (Per person)	\$
В	OWNED SCHEDULED AUTOS			BA-3N062901-24-12-G	08/15/2024	08/15/2025	Babier integral (reracciació)	S
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	S
								s
А	X UMBRELLA LIAB X OCCUR		p 1				EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			MKLV1UHC000034	08/15/2024	08/15/2025	AGGREGATE	\$ 5,000,000
	X DED RETENTIONS 0							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-	
С	ANYPROPRIETOR/PARTNER/EXECUTIVE - 1	N/A		UB-8K529095-24-I2-G	08/15/2024	08/15/2025	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH) If yes, describe under				00/13/2021	00/13/2023	E.L. DISEASE - EA EMPLOYEE	S 1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	S 1,000,000
A	ERRORS & OMISSIONS			MKLV1PHP000007	08/15/2024	08/15/2025	Per Claim	\$1,000,000
							Aggregate	\$3,000,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD 10	1, Additional Remarks Schedule, may	be attached if more	e space is require	edl	
				,		o opera to require	/	

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
NMS Labs	Ladin M. Leva

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SR ID: 26321445

BATCH: 3585359

NMS Labs response to IFB # 3160006945

November 12, 2024