

IFB

INVITATION FOR BIDS

IFB Number 3160008062

To Provide: Customized Testing and Reporting services for forensic drug testing in
Human biological samples for the Mississippi Forensic Laboratory

CLOSING LOCATION

Mississippi Department of Public Safety, Procurement Department
209 Allen Stuart Drive, 3rd floor, Suite 3600,
Pearl, MS 39208

BID COORDINATOR

Britney Wesley or Sonya Williams
Procurement Department

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

Fax: 601-987-1442

E-mail: bjwesley@dps.ms.gov or sonya.williams@dps.ms.gov

CLOSING DATE AND TIME

Bids must be received by 2:00 P.M., CST Tuesday July 14, 2026

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, 3rd Floor, Suite 3600, 209 Allen Stuart Drive Pearl, MS 39208 no later than the time and date specified for receipt of bids. Timely submission of the bid is the responsibility of the bidder. Bids received after the specified time shall remain sealed, unopened and be maintained as a part of the procurement file. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by Procurement. Each page of the bid and all attachments shall be identified with the name of the bidder. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. The Mississippi Department of Public Safety (MDPS) reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the MDPS may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. Bids submitted via facsimile (fax), or email will not be accepted.

1.1.1 Timeline

Task	Date
Advertisement Dates for IFB	June 12, 2026; June 19, 2026
Receive Questions & Answers for Clarification Dates	Starting 8:00 a.m. CST, Friday June 12, 2026, to Tuesday July 1, 2026, at 5:00 p.m. CST. Please email questions to bjwesley@dps.ms.gov or sonya.williams@dps.ms.gov
Respond in Writing to Clarification	Tuesday, July 7, 2026
Bid Submission Deadline	No later than 02:00 p.m. CST Tuesday July 14, 2026 CST
Bid Opening Date	Tuesday, July 14, 2026
Anticipated Award notification date	July 24, 2026
Request for Reconsideration date and time	Wednesday July 29, 2026, 5:00 p.m. CST
Anticipated Contract Start Date	September 10, 2026

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

bjwesley@dps.ms.gov

or

Sonya Williams

(601)987-1467

sonya.williams@dps.ms.gov

Vendors should enter "IFB RFX 3160008062" 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 Number	Vendor Question/Request for Clarification

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.

1.2 Expenses Incurred Preparing Bid

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

1.3 Bid

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

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. The bidder certifies that the price submitted was independently arrived at without collusion.

1.4 Registration with Mississippi Secretary of State

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

1.5 Exclusion or Debarment

By submitting a bid, proposal, qualification, or application in response to the solicitation (IFB, RFP, RFQ, or RFA), the bidder/offeror/applicant certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Bidder/Offeror/Applicant further certifies that it is not an agent of any such person or entity.

Bidder/Offeror/Applicant certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder/Offeror/Applicant certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

Bidder/Offeror/Applicant certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the bidder/offeror/applicant's failure to perform, default, or any other action or inaction by the bidder/offeror/applicant.

1.6 Acknowledgement of Amendments

Bidders/offeror shall acknowledge receipt of any amendment to the procurement IFB in writing. The acknowledgement shall be submitted in writing by signing and returning the amendment(s) with the bid submission, identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. Each bidder/offeror shall submit a written acknowledgement of every amendment to the MDPS on or before the submission deadline.

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.

1.1. 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:

- (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 TWO

2. Services

2.1. Purpose

The MDPS is seeking to establish a contract for customized testing and reporting services for forensic drug testing in ante and postmortem human biological samples on behalf of the State on behalf of the Mississippi Forensics Laboratory (MSFL). The Mississippi Forensics Laboratory (MSFL) will select one vendor to award the contract to provide testing services.

It is understood that any contract resulting from 3160008062 requires approval by the Public Procurement Review Board (PPRB). If any contract resulting from 3160008062 is not approved by the Public Procurement Review Board, it is void and no payment shall be made.

2.2. Specification for Customized Testing and Reporting Services

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

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

Bid Specifications and Vendor Requirements

The minimum vendor laboratory licensure requirements are CLIA and CAP.

1. Vendor shall hold and maintain ISO 17025:2017 accreditation by ANAB and ABFT accreditation in the discipline of Postmortem Toxicology, which is in alignment with the Mississippi Forensics Laboratory accreditation requirements.
2. Vendor shall hold and maintain ANAB ISO 17025:2017 accreditation in the discipline of Seized Drugs and hold/maintain licensure by the U.S. Drug Enforcement Administration. Vendor must be able to accommodate drug identification backlogs as well as a on-going submission of samples. This shall include the ability to differentiate between hemp and marijuana through quantitation of botanicals, waxes, oils, tinctures, and edibles. The ability to quantitate other drug compounds.
3. Vendor laboratory shall provide an example of an existing panel that triggers/reflexes to other testing to a different matrix for metabolites to demonstrate their testing flexibility.
4. Vendor shall participate in external Proficiency Testing Programs – CAP etc.
5. The vendor laboratory shall conduct in-house Proficiency Testing and Quality Assurance programs, with ability to present documentation upon demand.
6. All forensic testing services to be performed on site at the Contractor's laboratory facilities. Vendor's laboratory shall not utilize subcontractors for toxicology testing.
7. Vendor laboratory shall maintain an extensive surveillance library of novel psychoactive substances containing at least forty (40) compounds that is routinely updated, minimally twice per year.
8. The contractor shall not subcontract and will perform all work with their own personnel and equipment, unless expressly written in the response bid.
9. Laboratory Director must be ABFT certified – laboratory must have minimum of additional ABFT certified toxicologist to provide expert services and back up.
10. Vendor shall employ on staff multiple, minimum of four, full time ABFT board-certified Toxicologists with active membership in relevant professional organizations working on the premises of the laboratory a minimum of 90% of the time. This provision offers multiple Toxicologists available to address client inquiries, provide back-up to clients, ease of availability for consultation, scheduling of Expert Services support as needed and gives a broader pool of technical support to all customers.
11. Expert Witness Testimony available with experience in forensic toxicology cases.
12. Vendor shall have historical proof of operational capacity to handle a minimum of 5,000 postmortem toxicology cases per month or 12,500 forensic samples per month.
13. Vendor shall have historical proof of operational capacity to handle minimum of 2,500 drug identification exhibits per month or 30,000 exhibits per year. This may reflect multiple laboratories within the accredited system.
14. No cancelled contracts for performance.

15. Vendor shall provide 24/7 Hotline Public Health and Safety emergencies where Toxicology testing and/or consultation may be required.
16. Vendor has active integrations with JusticeTrax and other LIMS systems for report delivery to forensic clients.
17. Complete list of compounds included in routine toxicology panels – used to compare the scope of testing offered by prospective vendors to include limits of reporting for each compound.
18. Must have documentable record of ability routine and nonroutine specimens
 - Fluids – blood, serum, plasma, urine, vitreous, gastric, bile, hair
 - Solids – tissues, all solid organs, bone, injection sites, hair, nails, teeth, decomposed tissue, embalmed bodies, exhumed bodies, insect larvae
19. Result Reporting – require submission of n example of reports with bid response.
20. Complete Internal Chain of Custody – Confirmed by laboratory site inspection if desired by bidder.
21. Standard Operating Procedures – the laboratory should have documented SOP's available to support specimen handling, analytical procedures, Quality Control procedures and maintenance records of analytical instrumentation.
22. Specimen Storage – the laboratory must secure and maintain the specimen for a period of one (1) year in such a manner to prevent contamination and degradation. The laboratory must be willing to work with third parties (attorneys, etc.) to extend the storage period at the third party's expense with required and approved written authorization.
23. Confidentiality – the contractor will be required to use reasonable care to protect the confidentiality of the clients.
24. Non-Biological Testing capabilities – Seized Drugs analysis with ANAB ISO 17025:2017 accreditation and DEA licensure. Ability to differentiate between hemp and marijuana through quantitation for botanicals, waxes, oils, tinctures and edibles. The ability to quantitate other drug compounds.
25. True forensic testing – utilization two different analytical techniques or analysis performed by similar analytical methods on two separate specimen aliquots.
26. Vendor must supply – collection kits specific for forensic cases, chain of custody forms, preprinted requisition forms, shipping packaging and labels.
27. Require current directory or online test catalog of comprehensive scope of tests available.
28. Vendor shall provide an annual positivity report that will be reviewed with a toxicologist/certifying scientist.

Medical Examiner's Office

29. The vendor must be capable of providing comprehensive forensic postmortem toxicology testing services for all autopsy cases performed by our agency, as well as for external cases submitted directly by coroners within our jurisdiction. This includes a full spectrum of screening and confirmatory testing for therapeutic medications, illicit drugs, novel psychoactive substances, alcohols, volatiles, and other toxicants across a wide range of postmortem specimens (blood, urine, vitreous humor, tissues, gastric contents, etc.), utilizing validated analytical methods with

appropriate limits of detection/quantitation and interpretive commentary suitable for medicolegal proceedings.

30. The vendor must adhere to strict chain-of-custody protocols for specimen receipt, storage, and reporting, and demonstrate capacity to handle projected annual case volume with defined turnaround times (routine and expedited options).
31. Vendor must have the ability to provide an automated electronic interface/integration with MDILog case management system (including bidirectional data exchange via API, FHIR, or equivalent secure protocol) for test ordering, real-time status updates, secure transmission of results directly into individual case files, and elimination of manual data entry or paper-based reporting.
32. The vendor must also support secure specimen transport logistics, provide all coroners within our jurisdiction with necessary supplies including dedicated printers, toxicology collection kits, label makers, as well as FedEx shipping packages and prepaid shippers to facilitate standardized and efficient specimen submission, provide detailed electronic reports in MDILog-compatible formats, and ensure compliance with all applicable state and federal privacy, security, and data-exchange standards.

Analytical Capabilities

- Immunoassay
- Thin Layer Chromatography
- Gas and Liquid Chromatography with Multiple detectors (GC/NPD, GC/FID, GC/MS, HPLC/UV, HPLC/Fluorescence, HPLC/EC, HPLC/DAD)
- ICP/MS – one shot broad screening for metals and metalloids (approximately 72 elements)
- GC/MS
- LC/MS
- LC/MS/MS
- LC/MS/TOF
- FTIR w/microscopy
- Ion Chromatography
- List specific compounds and reporting limits required for testing
- **KEY:**
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- ANAB- ANSI National Accreditation Board
- ABFT – American Board of Forensic Toxicology
- ME – Medical Examiner
- NIDA – National Institute of Drug Abuse
- SAMHSA – Substance Abuse Mental Health Service Administration
- HHS – Health and Human Services
- SOFT – Society of Forensic Toxicology
- DEA – U.S. Drug Enforcement Administration
- CAP – College of American Pathology
- FTIR – Fourier Transform Infrared Spectrophotometry

- GC/MS – Gas Chromatography/Mass Spectrometry
- HPLC – High Performance Liquid Chromatography
- LC/MS – Liquid Chromatography/Mas Spectrometry
- TOF – Time of Flight

I. Service and Supplies Requirements

The successful contractor MUST:

1. Agree to provide, at no charge, a reasonable number of supplies for the collection and submission of specimens; to include specimen collection kits.
2. Agree to provide Federal express shipping supplies (preprinted, pre-paid airbills, and shipping packs) to facilitate Standard overnight delivery of specimens to the laboratory.
3. Agree to perform only those tests ordered.
4. Agree to provide laboratory results as follows:
 - Basic Postmortem Toxicology Panel: 10 -15 business days
 - Expanded Postmortem Toxicology Panel: 10 - 15 business days
 - Expanded with NPS Toxicology Panel: 10-15 business days
5. The vendor shall provide the following testing:
 - Designer Drugs must include drugs listed on “List 1”
 - Drugs of Abuse must include drugs listed on “List 1”
 - DUI/DUID/DRE Toxicology must include drugs listed on “List 1”
 - Heavy Metals must include drugs listed on “List 4”
 - Post-Mortem Toxicology must include drugs listed on “List 1”
 - Drug Facilitated Sexual Assault (must include drugs listed on “List 2”
 - Synthetic Cannabinoids must include drugs listed on “List 3”
 - Bath Salts must include drugs listed on “List 3”
6. Agree to provide services without regard to race, color, age, sex, national origin, religion, citizenship, disability, sexual orientation or veteran status, or any other legally protected status.
7. Client support, expert services, and a toxicologist available daily to answer client questions via phone and/or email and support testimony needs.
8. The Vendor is required to procure professional liability coverage in the amount of \$1,000,000.00 per occurrence for each year of the contract and offer proof of such coverage.

List 1- Drugs to be detected in postmortem or DUI blood, urine or tissue

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

Chlorpropamide
Chlorzoxazone
Cinnamoylcocaine
Cinnarizine
Citalopram / Escitalopram
Clemastine
Clomipramine
Clonidine
Clotrimazole
Clozapine
Cocaine / Metabolites
Coniine
Cotinine
Cyanide
Cyclizine
Cyclobenzaprine
Cyproheptadine
Descarboethoxyloratadine
Desipramine
Desmethylcitalopram
Desmethyldomipramine
Desmethyldoxepin
Desmethylnianserin
Desmethylnortazapine
Desmethylsertraline
Desmethylterbinafine
Desmethyltrimipramine
Dextro / Levo Methorphan
Dextrorphan / Levorphanol
Dibutylone
Dicyclomine
Diethylpropion
Diltiazem
Dimethyltryptamine
Diphenhydramine
Diphenoxylate
Disopyramide
Donepezil
Dothiepin
Doxapram
Doxepin
Doxylamine
Duloxetine
Duloxetine Breakdown Product
EDDP
EMDP
Ephedrine / Pseudoephedrine
Eslicarbazepine Acetate

Eszopiclone / Zopiclone Breakdown

Ethanol

Ethinamate

Ethosuximide

Ethotoin

Ethylecgonine

Ethylmorphine

Etomidate

Felbamate

Felodipine

Fentanyl

Flecainide

Fluconazole

Fluoxetine

Fluphenazine

Fluvoxamine

Gabapentin Breakdown Product

Galantamine

Glutethimide

Guaifenesin

Haloperidol

Hexobarbital

Hydroxybupropion

Hydroxychloroquine

Hydroxycotinine

Hydroxyzine

Ibuprofen

Imipramine

Isopropanol

Ketamine

Lacosamide

Lamotrigine

Laudanosine

Leucocrystal Violet

Levamisole

Levetiracetam

Levomilnacipran

Lidocaine

Loratadine

Lorcainide

Loxapine

Maprotiline

mCPP

MDA

MDEA

MDMA

Meclizine

Mefloquine

Memantine
Meperidine
Mephentermine
Mepivacaine
Meprobamate
Mescaline
Mesoridazine
Metaxalone
Methadone
Methamphetamine
Methanol
Methaqualone
Metharbital
Methocarbamol
Methotrimeprazine
Methoxetamine
Methsuximide
Methylphenidate
Methylprimidone
Metoclopramide
Metoprolol
Metronidazole
Mexiletine
Mianserin
Milnacipran
Mirtazapine
Molindone
Monoethylglycinexylidide (MEGX)
N-Acetylprocainamide
N-Desmethylselegiline
N-Ethyl Pentylone
Naproxen
Naproxen Breakdown Product
Nevirapine
Nicotine
Nifedipine
Norclozapine
Norcodeine
Norcyclobenzaprine
Norfentanyl
Norfluoxetine
Norhydroxyzine
Norketamine
Normeperidine
Normethsuximide
Noroxycodone
Norpropoxypheneamide
Norpseudoephedrine / Phenylpropanolamine

Nortriptyline
O-Desmethylvenlafaxine
Ondansetron
Opiates
Orphenadrine
Other Findings
Oxcarbazepine
Oxybutynin
Oxycodone / Oxymorphone
Oxymetazoline
Papaverine
Paroxetine
PEMA
Pentazocine
Pentobarbital
Pentoxifylline
Pergolide
Phenacetin
Phenazepam
Phencyclidine
Pheniramine
Phenobarbital
Phensuximide
Phentermine
Phenylbutazone
Phenylethylmalonamide (PEMA)
Phenyltoloxamine
Phenytoin
Piperazine Designer Drugs
Primidone
Procainamide
Procaine
Prochlorperazine
Procyclidine
Promazine
Promethazine
Propafenone
Propofol
Propoxyphene
Protriptyline
Pyrilamine
Primethamine
Quetiapine
Quinidine
Quinine
Reboxetine
Ropinirole
Ropivacaine

Rufinamide
Salicylates
Scopolamine
Secobarbital
Sertraline
Strychnine
Sufentanil
Synthetic Opioids
Talbutal
Tamoxifen
Tapentadol
Terbinafine
Tetracaine
Tetrahydrozoline
TFMPP
Thenylidamine
Theobromine
Theophylline
Thiopental
Thioridazine
Thiothixene
Ticlopidine
Tiletamine
Timolol
Tocainide
Topiramate Breakdown Product
Tramadol
Tramadol Metabolite
Trazodone
Trifluoperazine
Trihexyphenidyl
Trimethobenzamide
Trimethoprim
Trimipramine
Venlafaxine
Venlafaxine Metabolite
Verapamil
Xylazine
Yohimbine
Zaleplon
Zolazepam
Zolpidem
Zonisamide
Zotepine

List 2-Drugs to be detected in Sexual Assault Screen in blood or urine

1-Hydroxymiddazolam

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

Butabarbital
Butalbital
Butorphanol
Butorphanol-Free
Butorphanol-Total
Caffeine
Cannabinoids
Carbamazepine
Carbamazepine-10,11 Epoxide
Carbinoxamine
Carbromal
Carisoprodol
Cathine/Phenylpropanolamine
Cathinone
Cetirizine
Chlorcyclizine
Chlordiazepoxide
Chlormezanone
Chlorophene
Chlorpheniramine
Chlorphentermine
Chlorpromazine
Chlorpropamide
Chlorzoxazone
Cinnamoylcocaine
Cinnarizine
Cis-Thiothixene
Citalopram / Escitalopram
Clemastine
Clobazam
Clomipramine
Clonazepam
Clotrimazole
Clozapine
Cocaethylene
Cocaine
Cocaine / Metabolites X
Codeine-Free X
Codeine-Total X
Coniine
Cotinine
Cyclizine
Cyclobenzaprine
Cyproheptadine
Delta-9 Carboxy THC
Delta-9 THC X
Desalkyflurazepam
Descarboethoxyloratadine

Fenoprofen (Methyl Artifact)
Fentanyl
Flecainide
FLunitrazepam
Fluoxetine
Fluphenazine
Fluphenazine Overdose
Flurazepam
Fluvoxamine
Gabapentin
Galantamine
Gamma-Hydroxybutyric Acid
Gemfibrozil
Glutethimide
Guaifenesin
Haloperidol
Hexobarbital
Hydrastine
Hydrocodone-Free
Hydrocodone-Total
Hydromorphone-Free
Hydromorphone-Total
Hydroxybupropion
Hydroxychloroquine
Hydroxycotinine
Hydroxyethylflurazepam
Hydrixytriazolam
Hydroxyzine
Ibuprofen
Imipramine
Isopropanol
Ketamine
LSD
Lamotrigine
Laudanosine
Leucocrystal Violet
Leucocrystal Violet Artifact
Levamisole
Levetiracetam
Lidocaine
Loratadine
Lorazepam
Lorcainide
Loxapine
MBDB
Maprotiline
MDA
MDEA

MDMA
Mazindol
Meclizine
Mefloquine
Memantine
Meperidine
Mephentermine
Mephenytoin
Mephobarbital
Mepivacaine
Meprobamate
Mescaline
Mesoridazine
Metaxalone
Methadone
Methamphetamine
Methanol
Methapyrilene
Methaqualone
Metharbital
Methcathinone
Methdilazine
Methocarbamol
Methohexital
Methorphan
Methotrimeprazine
Methsuximide
Methylecgonine
Methylephedrine
Methylphenidate
Methylprimidone
Methylpropylsuccinimide
Methypylon
Metoclopramide
Metoprolol
Mexiletine
Mianserin
Midazolam
Mirtazapine
Molindone
Monoethylglycinexylidide (MEGX)
Morphine-Free
Morphine-Total
N-Acetylprocainamide
N-Benzylpiperazine
N-Desalkylalfentanil
N-Desalkylsufentanil
N-Desmethylselegiline

N-Ethylamphetamine
N-Desmethyltamoxifen
NAPA
Nalbuphine-Free
Nalbuphine-Total
Naloxone-Free
Naloxone-Total
Naltrexone
Naltrexone-Free
Naltrexone-Total
Naproxen
Naproxen (Methyl Artifact)
Nevirapine
Nicardipine
Nicotine
Nifedipine
Nitrazepam
Norbuprenorphine- Free X
Norbuprenorphine- Total X
Norclozapine
Norcodeine
Norcyclobenzaprine
Nordiazepam
Norfenfluramine
Norfentanyl
Norflunitrazepam
Norfluoxetine
Norhydroxyzine
Norketamine
Normeperidine
Normephenytoin
Normethsuximide
Noroxycodone
Norpropoxyphene
Norpropoxypheneamide
Norpseudoephedrine
Nortriptyline
O-Desmethyltramadol
O-Desmethylvenlafaxine
Olanzapine
Opiates
Orphenadrine
Other Findings
Oxazepam
Oxcarbazepine
Oxcarbazepine Breakdown
Oxybutynin
Oxycodone

Oxycodone-Free
Oxycodone-Total
Oxymetazoline
Oxymorphone-Free
Oxymorphone-Total
Oxyphenbutazone
Papaverine
Para-Methoxy-Amphetamine
Paroxetine
Pentazocine
Pentobarbital
Pentoxifylline
Pentoxifylline Artifact
Pergolide
Phenacetin
Phenclidine
Phendimetrazine
Pheniramine
Phenobarbital
Phensuximide
Phentermine
Phenylbutazone
Phenylethylmalonamide (PEMA)
Phenylpropanolamine
Phenyltoloxamine
Phenytoin
Prazepam
Primidone
Procainamide
Procaine
Prochlorperazine
Procyclidine
Promazine
Promethazine
Propafenone
Propiomazine
Propofol
Propoxyphene
Protriptyline
Pseudoephedrine
Pyrilamine
Pyrimethamine
Quetiapine
Quinidine
Quinine
Ramelteon
Reboxetine
Ritalinic Acid

Ropinirole
Ropivacaine
Scopolamine
Secobarbital
Selegiline
Sertraline
Strychnine
Sufentanil
TFMPP
Talbutal
Tamoxifen
Temazepam
Terbinafine
Tetracaine
Tetrahydrozoline
Thenyldiamine
Theobromine
Theophylline
Thiamylal
Thiopental
Thioridazine
Thiothixene
Ticlopidine
Tiletamine
Timolol
Tocainide
Topiramate
Tramadol
Tramadol Metabolite
Tranylcypromine
Trazodone
Trazodone Metabolite
Triazolam
Trifluoperazine
Triflupromazine
Trihexyphenidyl
Trimethobenzamide
Trimeprazine
Trimethoprim
Trimipramine
Tripelennamine
Triprolidine
Venlafaxine
Venlafaxine Metabolite
Verapamil
Warfarin
Xylazine
Yohimbine

Zaleplon
Zolazepam
Zolpidem
Zonisamide
Zotepine

List 3-Synthetic cannabinoids and bath salts to be detected in blood or urine

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

JWH-203
JWH-210
JWH-250
MAM-2201 Pentanoic Acid Metabolite
MBZP
MCPD
MDA
MDEA
MDMA
MDPV
Mephedrone
Methamphetamine
Methcathinone
Methedrone
Methoxetamine
Methylone
Mitragynine
Naphyrone
O-Desmethyltramadol
PB-22 3-Carboxyindole Metabolite
Pentedrone
PMA
Pantylone
Phenazepam
Pyrovalone
RCS-4
RCS-8
TFMPP
Tramadol
UR-144
XLR-11

List 4- Heavy Metals to be detected in blood or urine or tissues

Arsenic
Cadmium
Chromium
Lead
Manganese
Mercury
Nickel
Thallium

II. Reports and Records Requirements

The successful contractor Must:

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

Technical

- Vendor's technical response must successfully demonstrate the capability to meet the IFB requirements. This includes providing responses documenting the ability to meet the required specifications for all services noted within this document.
- The Individual/Individuals *must submit with bid* evidence to demonstrate that they have performed the same or substantially similar Forensic Testing at least 50 times in the last 5 years. Please provide the agency for which the installations were completed, the contact person and information (phone and email), and a description of the scope and quantity of work performed. This information should be listed on Attachment C.
- **There is no guaranteed number of Forensics Tests to be completed. Forensics Testing has to be approved and certified. Once the Mississippi Forensics Laboratory has determine the Company can meet our specifications, the Mississippi Forensics Laboratory will certify in some form accordingly per Forensics Test.**

2.2.1 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 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 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.

- 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 detailed 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 48 months. Upon written agreement of both parties and prior to the contract anniversary date, the contract may be renewed by the MDPS for a period of 1 year period 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 1. 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.

2.3.1. Multi-Term Contracts

Unless otherwise provided by law, a contract for services may be entered for four years multi-term with an option to renew for one (1) additional year under 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

- Provide Forensics Testing for the Mississippi DNA Laboratory
- 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 THREE

3. Insurance

3.1. Insurance Requirements

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 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. The 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.

SECTION FOUR

4. Award Process

4.1. 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 may cancel the solicitation or reject any bid submitted if the Agency determines it is in the Agency's best interest to do so.

In addition to the complete unredacted version of the bid, the bidder shall also submit a copy of the bid with information the bidder deems confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1 redacted in black.

In addition to the complete unredacted version of the bid, the bidder shall also submit a copy of the bid with information the bidder deems confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1 redacted in black. Notice to the bidder that the redacted version of the bid – or if a bidder does not produce a redacted version, the full bid document – will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

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, RFX 3160008062, 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

- (1) 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 five (5) years and have performed forensics testing at least 50 times in the past 5 years
- (2) Bidder must maintain a pool of qualified workers to fill the requests from MDPS.
- (3) The bidder must provide three (3) 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**.

4.3. 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 non-responsiveness based on submission of nonconforming terms and conditions.

4.4. 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.

4.7. 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, 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 FIVE

5. Reconsideration

5.1. Request for Reconsideration of the Terms of the Solicitation

Any potential bidder has an opportunity to request that the procuring Agency reconsider the terms of the solicitation. Any such request shall be filed with the Agency official primarily responsible for the procurement and the Director of OPSCR within three business days following the date of public notice as defined in Section 5.2.1. It shall be the sole responsibility of the requesting vendor to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with this Section results in waiver of any claim regarding the terms of the solicitation.

The request shall contain the requesting vendor's name, a single contact person, all contact information for the contact person, the RFX number of the solicitation, and the date the IFB was issued. The request shall identify which of these rules and regulations the requesting vendor believes to have been violated by the solicitation, as written. The request may not be based on anything other than the solicitation document and these rules and regulations. Exhibits shall not be included with the request. Rather, the requesting vendor shall clearly identify the section(s) of the solicitation document at issue in its request. The request shall not be supplemented.

SECTION SIX

6. Additional Terms and Conditions

6.1. Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

6.2. Approval

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

6.3. Availability of Funds

It is expressly understood and agreed that the obligation of MDPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDPS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

6.4. Certification of Independent Price Determination

By submitting a bid or proposal, the bidder/offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder/offeror or competitor for the purpose of restricting competition.

6.5. Compliance with Equal Opportunity in Employment Policy

Contractor understands that the MDPS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

6.6. Compliance with the Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

6.7. Contract Rights

Contract rights do not vest in any party until a contract is legally executed. The MDPS is under no obligation to award a contract following issuance of this solicitation.

6.8. E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

6.9. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDPS subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (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; or (3) both. In the event of such termination, Contractor would

also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

6.10. Minor Informalities and Irregularities

The MDPS has the right to waive minor defects or variations of a bid or proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any bidder/offeror. If insufficient information is submitted by a bidder/offeror for the MDPS to properly evaluate the offer, the MDPS has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder/offeror. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

6.11. Offeror's Representation Regarding Contingent Fees

By responding to the solicitation the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.

6.12. Paymode

Payments by MDPS using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDPS 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 Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

6.13. Procurement Regulations

This solicitation shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder/offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

6.14. Property Rights

Property rights do not inure to any Bidder/Offeror until such time as services have been provided under a legally executed contract. No party responding to this IFB/RFP has a legitimate claim of

entitlement to be awarded a contract or to the provision of work thereunder. The MDPS is under no obligation to award a contract and may terminate a legally executed contract at any time.

6.15. Representation Regarding Gratuities

Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDPS 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. Offeror further represents that no employee or former employee of MDPS 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 offeror. Offeror 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.

6.16. 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 www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The bidder/offeror acknowledges and agrees that the MDPS 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.

6.17. Stop Work Order

The MDPS may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDPS. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDPS. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDPS has terminated that part of the agreement or terminated the agreement in its entirety. The MDPS is not liable for payment for services which were not rendered due to the stop work order.

6.18. Termination

Termination for Convenience. The MDPS may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDPS 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.

Termination for Default. If the MDPS 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, the MDPS may terminate the contract for default and the Contractor will be liable for the additional cost to the MDPS 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.

6.19. Optional Contract Terms and Conditions

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

6.20. 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.

6.21. 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.

6.22. 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 forensic testing services for the Mississippi Forensic Laboratory(MSFL). Bids are to be submitted as listed below, on or before 10:00 A.M. June 24, 2026, p.m. CST

PLEASE MARK YOUR ENVELOPE:

IFB 3160008062

Opening Date: July 14, 2026

Mississippi Department of Public Safety

Attention: Britney Wesley or Sonya Williams

209 Allen Stuart Drive Pearl, MS 39208, 3RD Floor, Suite 3600
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: _____

Name and Title of Authorized Signer: _____

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

Company Representative to be contacted regarding contract for services pursuant to this IFB:

Name/Title: _____ Phone: _____

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

What year did your company start? _____

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 testing 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 forensic testing 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. _____

Attachment B

Bid for Customized Testing Services for MSFL

Company	Company Representative	Telephone

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.

Forensic Testing Services for the MS Department of Public Safety, MS Forensic Laboratory

RFX# 3160008062

Date: July 14, 2026 – Time: 02:00 P.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)

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

COSTDATA
Analysis Options and Pricing

Postmortem Testing*

Basic Postmortem Toxicology Panel, Blood	\$
Basic Postmortem Toxicology Panel, Urine	\$
Basic Postmortem Toxicology Panel, Tissue	\$
Expanded Postmortem Toxicology Panel, Blood**	\$
Expanded Postmortem Toxicology Panel, Urine	\$
Expanded Postmortem Toxicology Panel, Tissue	\$
Expert Postmortem Toxicology Panel, Blood**	\$
Expert Postmortem Toxicology Panel, Urine	\$
Expert Postmortem Toxicology Panel, Tissue	\$

Drug Impaired Driving/DRE Testing*

Proof POSITIVE® Drug Impaired Driving/DRE Toxicology Panel, Blood	\$
Proof POSITIVE® Drug Impaired Driving/DRE Toxicology Panel with alcohol, Urine	\$

Drug-Facilitated Sexual Assault Testing**

Drug-Facilitated Sexual Assault Survey 2, Blood	\$
Drug-Facilitated Sexual Assault Survey 2, Urine	\$

Designer Drugs Testing***

Novel Psychoactive Substances (NPS) Screen 1, Blood	\$
Novel Psychoactive Substances (NPS) Screen 1, Urine	\$
Novel Psychoactive Substances (NPS) Screen 2, Blood	\$
Novel Psychoactive Substances (NPS) Screen 2, Urine	\$

Synthetic Cannabinoids Screen, Blood	\$ _____
Synthetic Cannabinoids Metabolites Screen-Expanded, Urine	\$ _____

Heavy Metals Testing****

Metals/Metalloids Panel 2, Blood	\$ _____
Metals/Metalloids Panel 3, Blood	\$ _____

Other Requested Testing*

Cyanide, Blood	\$ _____
Carbon Monoxide, Blood	\$ _____

- * Compounds addressed in List 1
- ** Compounds addressed in List2
- *** Compounds addressed in List3
- **** Compounds addressed in List4

Toxicologist or Certifying Scientist (deposition, testimony*, case review, trial or Case prep)	\$ _____
---	----------

Senior Toxicologist review	\$ _____
Administrative staff or lab analyst (deposition, testimony*)	\$ _____

Other:

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

Client responsible for all travel-related expenses.

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

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

Other terms and conditions may apply.

Other Services

Litigation Packet Preparation	\$ _____
File Preparation (plus cost of supplies)	\$ _____

Forensics Testing Total	\$ _____
--------------------------------	-----------------

Bid Form (Part Two)

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not

acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. **Choose one:**

_____ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MSDPS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MSDPS may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

_____ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the MSDPS at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Bid Form (Part Three)

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, 3160008062, and the attachments herein.
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160008062, and the attachments herein.
3. That the company agrees to all provisions of this Invitation for Bids, 3160008062, and the attachments herein.
4. That the company will perform, without delay, the services required at the prices quoted in 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: _____
Telephone: _____
Fax: _____

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:

1. OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES

By responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.

2. REPRESENTATION REGARDING GRATUITIES

Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDPS 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. Offeror further represents that no employee or former employee of MDPS 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 offeror. Offeror 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.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submitting a bid or proposal, the bidder/offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder/offeror or competitor for the purpose of restricting competition.

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: _____

Questions	Response		Points
	Yes	No	
Able to provide forensics testing services when you call them.	Yes	No	
Satisfied with the forensics Testing services provided? If no, please explain.	Yes	No	
Vendor easy to work with in scheduling services?	Yes	No	
Was the forensics Testing 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 zero point(s). Bidder must have a minimum score of "7" from three references (total of "21" points) to be considered responsible and for its bid to be considered.

Score: _____

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

Called by: _____

Notes: _____

ATTACHMENT F

Required Clauses for Service Contracts Resulting from this Invitation for Bids

1. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

2. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

3. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDPS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

4. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the MDPS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

5. COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

6. CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

By executing the contract the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

7. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

8. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDPS subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (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; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

9. 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.

10. PAYMODE

Payments by MDPS using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDPS 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 Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

11. PROCUREMENT REGULATIONS

This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder/offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

12. 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 the MDPS may terminate this contract at any time for its own convenience.

13. 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 MDPS 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 MDPS 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.

14. 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 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 the MDPS 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.*

15. STOP WORK ORDER

The MDPS may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDPS. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDPS. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDPS has terminated that part of the agreement or terminated the agreement in its entirety. The MDPS is not liable for payment for services which were not rendered due to the stop work order.

16. TERMINATION

Termination for Convenience. The MDPS may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDPS 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.

Termination for Default. If the MDPS 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, the MDPS may terminate the contract for default and the Contractor will be liable for the additional cost to the MDPS 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.

ATTACHMENT G

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

1. ATTORNEYS' FEES AND EXPENSES

In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to MDPS all costs and expenses, without limitation, incurred by MDPS in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall MDPS be obligated to pay attorneys' fees or legal costs to Contractor.

2. AUTHORITY OF SIGNATORY

Contractor acknowledges that the individual executing the contract on behalf of the MDPS is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

3. AUTHORITY TO CONTRACT

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) 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, (4) 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.

4. CONFIDENTIALITY

MDPS is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Mississippi Code Annotated §§ 25-61-1, *et seq.* If a public records request is made for any information provided to MDPS by Contractor, MDPS shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The MDPS shall not be liable to the Contractor for disclosure of information required by court order or required by law.

5. CONTRACT ASSIGNMENT AND SUBCONTRACTING

Contractor acknowledges that it was selected by MDPS to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written

consent of MDPS, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the MDPS shall be null and void. Approval of a subcontract by the MDPS shall not be deemed to be approval of the incurrence of any additional obligation of the MDPS. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that MDPS may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

6. CONTRACTOR PERSONNEL

The MDPS shall, 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 the MDPS reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the MDPS in a timely manner and at no additional cost to the MDPS. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

7. COPYRIGHTS

Contractor agrees that the rights and title to any copyrightable material first produced under this agreement belongs to MDPS. Contractor hereby grants to MDPS a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable work which is incorporated in the material furnished under the agreement regardless of whether it was first produced under this agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others.

8. DISCLOSURE OF CONFIDENTIAL INFORMATION REQUIRED BY LAW

In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, *et seq.*

9. ENTIRE AGREEMENT

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements,

irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDPS and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDPS or Contractor on the basis of draftsmanship or preparation hereof.

10. EXCEPTIONS TO SOLICITATION (cannot be used in IFBs)

Offerors taking exception to any part of the solicitation shall clearly indicate such exceptions in its offer. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

11. EXCLUSION OR DEBARMENT

By submitting a bid, proposal, qualification, or application in response to the solicitation (IFB, RFP, RFQ, RFA), the bidder/offeror/applicant certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Bidder/Offeror/Applicant further certifies that it is not an agent of any such person or entity.

Bidder/Offeror/Applicant certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder/Offeror/Applicant certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

Bidder/Offeror/Applicant certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the bidder/offeror/applicant's failure to perform, default, or any other action or inaction by the bidder/offeror/applicant.

12. FAILURE TO DELIVER

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDPS, 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 shall be in addition to any other remedies that the MDPS may have.

13. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER

Failure by the MDPS at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDPS to enforce any provision at any time in accordance with its terms.

14. FORCE MAJEURE

Each party shall be temporarily 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 Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The MDPS may exercise any rights it has under the contract which are available when neither party is in default.

15. INDEMNIFICATION *(for contracts with non-state Agencies or entities)*

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDPS 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 attorneys' 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 MDPS's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDPS, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDPS. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDPS shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDPS, which shall not be unreasonably withheld.

16. INDEPENDENT CONTRACTOR STATUS

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MDPS. Nothing contained herein shall be deemed or construed by the MDPS, 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 the MDPS and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDPS or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the MDPS and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDPS. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDPS, and the MDPS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The MDPS shall 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, the MDPS shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the MDPS for its employees.

17. INFORMATION DESIGNATED BY AGENCY AS CONFIDENTIAL

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the MDPS may result in the immediate termination of this agreement.

18. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.

19. INFRINGEMENT INDEMNIFICATION

Contractor warrants that the materials and deliverables provided to the MDPS under this agreement, and their use by the MDPS, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the MDPS the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the MDPS the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the MDPS to discontinue using such items, in which case Contractor will refund to the MDPS the fees previously paid by the MDPS for the items the customer may no longer use, and shall compensate the MDPS for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the MDPS to discontinue said use.

Scope of Indemnification: Provided that the MDPS promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the MDPS against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the MDPS's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDPS, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDPS. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDPS shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDPS, which shall not be unreasonably withheld.

20. INSURANCE

Contractor represents that it will maintain workers' compensation insurance in compliance with Mississippi law which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance with minimum limits of \$1,000,000.00 per occurrence. All general liability or professional liability insurance will provide coverage to the MDPS as an additional insured. The MDPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

21. MODIFICATION OR RENEGOTIATION REQUIRED BY CHANGE IN LAW

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

22. NON-SOLICITATION OF EMPLOYEES

Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least one

year after this agreement terminates unless mutually agreed to in writing by the MDPS and Contractor. Any such employment or solicitation for employment shall be in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121.

23. NOTICES

All notices required or permitted to be given under this agreement shall 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 shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor: [Name & Title]
[Contact Information]

For MDPS: [Name & Title]
[Contact Information]

24. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the MDPS, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

25. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

MDPS 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 MDPS 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 and shall obtain written permission from MDPS to use such workpapers, subject to any copyright protections.

26. PRIORITY

The contract consists of this agreement, the solicitation [RFx No. 1234567890], attached hereto as Attachment [X], and the Contractor's bid, proposal, or qualification submitted in response, attached hereto as Attachment [X]. Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved first by reference to this agreement and, if still unresolved, by reference to Attachment A and, if still unresolved, by reference to Attachment [X]. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

27. QUALITY CONTROL

Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDPS.

28. RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall maintain such financial records and other records as may be prescribed by the MDPS or by applicable federal and state laws, rules, and regulations. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the MDPS or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are relevant to this agreement. All records related to this agreement shall be retained by Contractor for three 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 year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

29. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDPS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDPS. The rights of the MDPS are in addition and without prejudice to any other right the MDPS may have to claim the amount of any loss or damage suffered by the MDPS on account of the acts or omissions of Contractor.

30. RENEWAL OF CONTRACT

The contract may be renewed at the discretion of the MDPS for a period of [number] successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed [number].

31. REQUIREMENTS CONTRACT

During the period of the contract, Contractor shall provide all services described in the contract. Contractor understands and agrees that this is a requirements contract and that the MDPS shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the MDPS for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the MDPS is under no obligation to Contractor to utilize any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the MDPS may require services in an amount less than or in excess of the estimated annual

contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

32. RIGHT TO AUDIT

Contractor shall maintain such financial records and other records as may be prescribed by the MDPS or by applicable federal and state laws and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDPS, 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 MDPS, the Mississippi State Auditor's Office, and/or other entity of the state.

33. RIGHT TO INSPECT FACILITY

The MDPS may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the MDPS.

34. SEVERABILITY

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

35. STATE PROPERTY

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the state for any loss or damage, normal wear and tear excepted.

36. SURETY REQUIRED

A performance bond in the amount of 100 percent of the total contract price shall be required of the successful offeror to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi. In no event shall the requirement for the performance bond be waived.

37. THIRD PARTY ACTION NOTIFICATION

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

38. VARIATION IN QUANTITY (for definite quantity contracts)

The quantity of services specified in this contract may be increased to the extent agreeable by both parties. However, the unit prices shall remain unchanged, other than as allowed by a price adjustment which would have otherwise been applicable.

Proof of Advertisement

USA TODAY CO.



PO Box 632030 Cincinnati, OH 45263-2030

AFFIDAVIT OF PUBLICATION

Britney Wesley
Procurement Department
Mississippi Department of Public Safety
P.O. Box 958
Jackson MS 39205

Provide Customized Testing and Reporting services for
forensic drug testing in Human biological samples for the
MS Forensics Laboratory (MSFL)

Invitation for Bid #3160008062

Tuesday, July 14, 2026
02:00 P.M. Local Time

STATE OF WISCONSIN, COUNTY OF BROWN

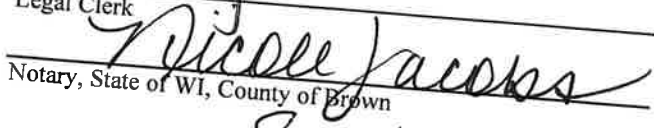
Before the undersigned authority personally appeared, who
on oath says that he/she is a Legal Advertising
Representative of The Clarion-Ledger, a newspaper as
defined and prescribed in Sections 13-3-31 and 13-3-32, of
the Mississippi Code of 1972, as amended, who, being duly
sworn, states that the notice,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

06/12/2026, 06/19/2026

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

Sworn to and subscribed before on 06/19/2026


Legal Clerk


Notary, State of WI, County of Brown

8-21-26

My commission expires

Publication Cost: \$70.14
Tax Amount: \$0.00
Payment Cost: \$70.14
Order No: 12399170
Customer No: 1010581
PO #:

of Copies:
1

THIS IS NOT AN INVOICE!
Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

Notice is hereby given by the Purchasing Branch Director of
the Mississippi Department of Public Safety that sealed
written bids will be received by the undersigned at the
address of the MS Department of Public Safety, 3rd Floor,
Suite 3600, Procurement Department, 209 Allen Stuart
Drive Pearl, MS 39208, Tuesday July 14, 2026 at 2:00 p.m. to
establish a contract for forensics testing services to the MS
Forensics Laboratory (MSFL).

Specifications may be obtained from the Procurement
Department at the above address or you may contact the
following individuals.

Britney Wesley
601-987-1407
bjwesley@dps.ms.gov

or

Sonya Williams
601-987-1467
sonya.williams@dps.ms.gov

The right is reserved to reject any and/or all bids and to
waive all informalities.

Witness my signature this the 8th day of June, 2026.
6/12, 6/19, 2026 # 12399170

RECEIVED

JUL 06 2026

Comptroller's Office

COI



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
08/11/2025

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 such endorsement(s).

PRODUCER

Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C No. Ext): 1-877-945-7378
E-MAIL ADDRESS: certificates@wtwco.com

FAX (A/C No): 1-888-467-2378

INSURER(S) AFFORDING COVERAGE

INSURER	NAIC #
INSURER A: Evanston Insurance Company	35378
INSURER B: Travelers Property Casualty Company of Ame	25674
INSURER C: Phoenix Insurance Company	25623
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

National Medical Services, Inc. dba NMS Labs
200 Welsh Road
Horsham, PA 19044

COVERAGES

CERTIFICATE NUMBER: W40008338

REVISION NUMBER:

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	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY ☒ INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		MKLVLPH000009	08/15/2025	08/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		BA-3N062901-25-I2-G	08/15/2025	08/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☐ RETENTION \$ 0		MKLVLURC000049	08/15/2025	08/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	UB-8K529095-25-I2-G	08/15/2025	08/15/2026	☒ PER STATUTE ☐ OTH-ER EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000
A	ERRORS & OMISSIONS		MKLVLPH000009	08/15/2025	08/15/2026	Per Claim \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

Patricia A. Fry

NMS Labs
200 Welsh Road
Horsham, PA 19044

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SR ID: 28224305

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BATCH: 4078698

ACORD 25 (2016/03)



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
PinPoint Testing LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1570063
Status:	Good Standing
Effective Date:	08/25/2026
State of Incorporation:	DE
Principal Office Address:	13 Children's Way, R2109 Little Rock, AR 72202

Registered Agent

Name
Cogency Global Inc.
248 E CAPITOL STREET, SUITE 840
JACKSON, MS 39201

Officers & Directors

Name	Title
Jeffery Moran 10002 Twin Mountain Ln Roland, AR 72135	Member

Request for Reconsideration of Solicitation



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: September 18, 2026

SUBJECT: IFB # 3160008062 Customized Testing and Reporting services for
forensic drug testing in Human biological samples for the Mississippi
Forensic Laboratory

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

If you have any questions, please feel free to contact me at 601-987-1407

Thanks

Request for Reconsideration of Intent to Award



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: September 18, 2026

SUBJECT: IFB # 3160008062 Customized Testing and Reporting services for
forensic drug testing in Human biological samples for the Mississippi
Forensic Laboratory

Please allow this memorandum to serve as our notice to you that there was no request for reconsideration of the intent to award the above Invitation for Bids.

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

Thanks

IFB Amendments

Q&A

AMENDMENT I
IFB- 3160008062
The Mississippi Department of Public Safety
July 7, 2026

The Mississippi Department of Public Safety amends the Invitation for Bid (IFB) as follows:

Timeline Amendments

The timeline dates listed on **Page 2, Section 1.1.1** are amended, including the following:

- Response to Written Clarifications
- Bid Submission Deadline
- Bid Opening
- Anticipated Award Notification
- Request for Reconsideration date and time
- Anticipated Contract Start Date

1. Bid Coversheet

Amends the date listed on **page 1** and **Bid Coversheet, Page 38, Attachment A**

2. Bid Form

Amends the date listed on the **Bid Form, Page 41, Attachment A**.

All other terms and conditions of the Invitation for Bid remain unchanged.

****Amended timeline**

Task	Dates
Respond in Writing to Clarification	July 21, 2026
Bid Submission Deadline	No later than 10:00 a.m., CST Tuesday, July 28, 2026,
Bid Opening Date	Tuesday July 28, 2026, 10:00 am CST.
Anticipated Award Notification to Proposal(s)	Tuesday August 4, 2026,
Request for Reconsideration date and Time	Friday August 7, 2026, 5:00 pm. CST
Anticipated Contract start date	Anticipated Date: September 11, 2026

*** See attachment for updated Bid Cover sheet and Bid Form***

*****ACKNOWLEDGEMENT OF AMENDMENTS****

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid. The acknowledgement must be received by DPS at the time and at the place specified for receipt of bids.

All other terms and conditions remain the same as listed in the invitation for bid.

For more information or questions regarding this IFB, please contact Britney Wesley at 601-987-1407, by fax at 601-987-1442 or by email at bjwesley@dps.ms.gov. You may also contact Sonya Williams at 601-987-1467, by fax at 601-987-1442 or by email at sonya.williams@dps.ms.gov.

I acknowledge and accept all the terms and conditions of the Invitation for Bid amendments. I hereby certify that I am authorized to sign for my company.

Signature

Date

Name (Printed)

Date

ATTACHMENT A

Bid Cover Sheet

The Mississippi Department for Public Safety is seeking to establish a contract for forensic testing services for the Mississippi Forensic Laboratory(MSFL). Bids are to be submitted as listed below, on or before 10:00 A.M. July 28, 2026, p.m. CST

PLEASE MARK YOUR ENVELOPE:

IFB 3160008062

Opening Date: July 28, 2026

Mississippi Department of Public Safety

Attention: Britney Wesley or Sonya Williams

209 Allen Stuart Drive Pearl, MS 39208, 3RD Floor, Suite 3600
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: _____

Name and Title of Authorized Signer: _____

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

Forensic Testing Services for the MS Department of Public Safety, MS Forensic Laboratory

RFX# 3160008062

Date: July 28, 2026 – 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)

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

COSTDATA

Analysis Options and Pricing

Postmortem Testing*

Basic Postmortem Toxicology Panel, Blood	\$
Basic Postmortem Toxicology Panel, Urine	\$
Basic Postmortem Toxicology Panel, Tissue	\$
Expanded Postmortem Toxicology Panel, Blood**	\$
Expanded Postmortem Toxicology Panel, Urine	\$
Expanded Postmortem Toxicology Panel, Tissue	\$
Expert Postmortem Toxicology Panel, Blood**	\$
Expert Postmortem Toxicology Panel, Urine	\$
Expert Postmortem Toxicology Panel, Tissue	\$

Drug Impaired Driving/DRE Testing*

Proof POSITIVE® Drug Impaired Driving/DRE Toxicology Panel, Blood	\$
Proof POSITIVE® Drug Impaired Driving/DRE Toxicology Panel with alcohol, Urine	\$

Drug-Facilitated Sexual Assault Testing**

Drug-Facilitated Sexual Assault Survey 2, Blood	\$
Drug-Facilitated Sexual Assault Survey 2, Urine	\$

Designer Drugs Testing***

Novel Psychoactive Substances (NPS) Screen 1, Blood	\$
Novel Psychoactive Substances (NPS) Screen 1, Urine	\$
Novel Psychoactive Substances (NPS) Screen 2, Blood	\$
Novel Psychoactive Substances (NPS) Screen 2, Urine	\$

Synthetic Cannabinoids Screen, Blood	\$
Synthetic Cannabinoids Metabolites Screen-Expanded, Urine	\$

Heavy Metals Testing****

Metals/Metalloids Panel 2, Blood

\$

Metals/Metalloids Panel 3, Blood

\$

Other Requested Testing*

Cyanide, Blood

\$

Carbon Monoxide, Blood

\$

Compounds addressed in List 1

* Compounds addressed in List2

** Compounds addressed in List3

*** Compounds addressed in List4

Toxicologist or Certifying Scientist

(deposition, testimony*, case review, trial or Case prep)

\$

Senior Toxicologist review

\$

Administrative staff or lab analyst (deposition, testimony*)

\$

Other:

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

Client responsible for all travel-related expenses.

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

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

Other terms and conditions may apply.

Other Services

Litigation Packet Preparation

\$

File Preparation (plus cost of supplies)

\$

Forensics Testing Total

\$

Bid Form (Part Two)

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

____ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MSDPS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MSDPS may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

____ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the MSDPS at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

RELEASE OF PROPOSAL AS PUBLIC RECORD

Offerors shall acknowledge which of the following statements is applicable regarding release of its proposal as a public record. An offeror may be deemed non-responsive if the offeror does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. **Choose one:**

____ Along with a complete copy of its proposal offeror has submitted a second copy of the proposal in which all information offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MSDPS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that MSDPS may release the redacted copy of the proposal at any time as a public record without further notice to offeror. A offeror who selects this option but fails to submit a redacted copy of its proposal may be deemed non-responsive.

____ Offeror hereby certifies that the complete unredacted copy of its proposal may be released as a public record by the MSDPS at any time without notice to offeror. The proposal contains no information offeror deems to be confidential commercial and financial information and/or trade

secrets in accordance with Mississippi Code Annotated §§ 25-61- 9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). A offeror who selects this option but submits a redacted copy of its proposal may be deemed non-responsive.

Bid Form (Part Three)

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, 3160008062, and the attachments herein.
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160008062, and the attachments herein.
3. That the company agrees to all provisions of this Invitation for Bids, 3160008062, and the attachments herein.
4. That the company will perform, without delay, the services required at the prices quoted in 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: _____

AMENDMENT II
IFB- 3160008062
The Mississippi Department of Public Safety
July 21, 2026

The Mississippi Department of Public Safety amends the Invitation for Bid (IFB) as follows:

1. Page 7 section 2.2 Bid Specification and Vendor Requirements
Remove item 2 and 13 requirements from Invitation for bid

- Vendor shall hold and maintain ANAB ISO 17025:2017 accreditation in the discipline of Seized Drugs and hold/maintain licensure by the U.S. Drug Enforcement Administration. Vendor must be able to accommodate drug identification backlogs as well as on-going submission of samples. This shall include the ability to differentiate between hemp and marijuana through quantitation of botanicals, waxes, oils, tinctures, and edibles. The ability to quantitate other drug compounds.
- Vendor shall have historical proof of operational capacity to handle minimum of 2,500 drug identification exhibits per month or 30,000 exhibits per year. This may reflect multiple laboratories within the accredited system.

2. Page 7 section 2.2 Bid Specification and Vendor Requirements
Remove item 10

Vendor shall employ on staff multiple, minimum of four, full time ABFT board-certified Toxicologists with active membership in relevant professional organizations working on the premises of the laboratory a minimum of 90% of the time. This provision offers multiple Toxicologists available to address client inquiries, provide back-up to clients, ease of availability for consultation, scheduling of Expert Services support as needed and gives a broader pool of technical support to all customers.

Amended item 10

Vendors shall employ own staff multiple, **full time** ABFT board-certified Toxicologists with active membership in relevant professional organizations working on the premises of the laboratory a minimum of 90% of the time. This provision offers multiple Toxicologists available to address client inquiries, provide back-up to clients, ease of availability for consultation, scheduling of Expert Services support as needed and gives a broader pool of technical support to all customers.

3. Bid Specification and Vendor requirements Page 9

Amends to include is it acceptable if the vendor does not employ all the instrumentation types listed under Capabilities as long as requirements of the requested testing are met.

Amends to include, is it acceptable for vendor to provide the vast majority of compounds on list 1,2,3,4 located on pages 11-29.

4. Page 8 Bid Requirements and Vendor Requirements Item 15

Amends the following requirement to read as follows:

Vendor shall provide 24/7 Hotline or **designated on call contact** for Public Health and Safety emergencies where Toxicology testing and/or consultation may be required.

5. Page 53 Attachment G: Optional clauses for use in service contract resulting from request for bid: amends to remove the following clauses from Invitation for bid.

Remove:

COPYRIGHTS

Contractor agrees that the rights and title to any copyrightable material first produced under this agreement belongs to MDPS. Contractor hereby grants to MDPS a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable work which is incorporated in the material furnished under the agreement regardless of whether it was first produced under this agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others.

INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDPS 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 attorneys' 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 MDPS's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDPS, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDPS. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDPS shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDPS, which shall not be unreasonably withheld.

6. Page 41, Bid Cover Sheet additional question number 8. page 39

Remove the following:

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

Amended:

What is the largest customer your company has provided forensics testing service for in the past two (2) years? **Include only the company's annual amount of billing and types of service for largest customer.**

***** See attachment for updated Bid Cover sheet and Bid Form*****

*****ACKNOWLEDGEMENT OF AMENDMENTS****

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid. The acknowledgement must be received by DPS at the time and at the place specified for receipt of bids.

All other terms and conditions remain the same as listed in the invitation for bid.

For more information or questions regarding this IFB, please contact Britney Wesley at 601-987-1407, by fax at 601-987-1442 or by email at bjwesley@dps.ms.gov. You may also contact Sonya Williams at 601-987-1467, by fax at 601-987-1442 or by email at sonya.williams@dps.ms.gov.

I acknowledge and accept all the terms and conditions of the Invitation for Bid amendments. I hereby certify that I am authorized to sign for my company.

Signature

Date

Name (Printed)

Date

ATTACHMENT A

Bid Cover Sheet

The Mississippi Department for Public Safety is seeking to establish a contract for forensic testing services for the Mississippi Forensic Laboratory(MSFL). Bids are to be submitted as listed below, on or before 10:00 A.M. July 28, 2026, p.m. CST

PLEASE MARK YOUR ENVELOPE:

IFB 3160008062

Opening Date: July 28, 2026

Mississippi Department of Public Safety

Attention: Britney Wesley or Sonya Williams

209 Allen Stuart Drive Pearl, MS 39208, 3RD Floor, Suite 3600
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: _____

Name and Title of Authorized Signer: _____

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

Forensic Testing Services for the MS Department of Public Safety, MS Forensic Laboratory
RFX# 3160008062

Date: July 28, 2026 – 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)

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

COSTDATA

Analysis Options and Pricing

Please note vendor may provide panel with different name: however, scope of testing must be the same

Postmortem Testing	Testing Panel with same scope	Price
Basic Postmortem Toxicology Panel, Blood		\$
Basic Postmortem Toxicology Panel, Urine		\$
Basic Postmortem Toxicology Panel, Tissue		\$
Expanded Postmortem Toxicology Panel, Blood**		\$
Expanded Postmortem Toxicology Panel, Urine		\$
Expanded Postmortem Toxicology Panel, Tissue		\$
Expert Postmortem Toxicology Panel, Blood**		\$
Expert Postmortem Toxicology Panel, Urine		\$
Expert Postmortem Toxicology Panel, Tissue		\$

Drug Impaired Driving/DRE Testing*

Proof POSITIVE® Drug Impaired Driving/DRE Toxicology Panel, Blood		\$
Proof POSITIVE® Drug Impaired Driving/DRE Toxicology Panel with alcohol, Urine		\$

Drug-Facilitated Sexual Assault Testing**

Drug-Facilitated Sexual Assault Survey 2, Blood		\$
Drug-Facilitated Sexual Assault Survey 2, Urine		\$

Designer Drugs Testing***

Novel Psychoactive Substances (NPS) Screen 1, Blood		\$
Novel Psychoactive Substances (NPS) Screen 1, Urine		\$
Novel Psychoactive Substances (NPS) Screen 2, Blood		
Novel Psychoactive Substances (NPS) Screen 2, Urine		\$
Synthetic Cannabinoids Screen, Blood		
Synthetic Cannabinoids Metabolites Screen-Expanded, Urine		

Heavy Metals Testing****

Metals/Metalloids Panel 2, Blood		\$
Metals/Metalloids Panel 3, Blood		\$

Other Requested Testing*

Cyanide, Blood		\$
Carbon Monoxide, Blood		\$

Toxicologist or Certifying Scientist (deposition, testimony*, case review, trial or Case prep)	\$ _____
Senior Toxicologist review	_____
Administrative staff or lab analyst (deposition, testimony*)	\$ _____ \$ _____
Other:	
Travel time for all staff is charged at 50% of deposition/testimony* rate and is door to door.	
Client responsible for all travel-related expenses.	
Client responsible for arranging transportation and lodging when located 150 miles from Vendor headquarters.	
All fees are calculated on a hourly basis-one hour minimum applies.	
Other terms and conditions may apply.	
Other Services	
Litigation Packet Preparation	\$ _____
File Preparation (plus cost of supplies)	\$ _____
Forensics Testing Total	\$ _____

Bid Form (Part Two)

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

____ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MSDPS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MSDPS may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

____ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the MSDPS at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential

commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

RELEASE OF PROPOSAL AS PUBLIC RECORD

Offerors shall acknowledge which of the following statements is applicable regarding release of its proposal as a public record. An offeror may be deemed non-responsive if the offeror does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. **Choose one:**

____ Along with a complete copy of its proposal offeror has submitted a second copy of the proposal in which all information offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MSDPS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that MSDPS may release the redacted copy of the proposal at any time as a public record without further notice to offeror. A offeror who selects this option but fails to submit a redacted copy of its proposal may be deemed non-responsive.

____ Offeror hereby certifies that the complete unredacted copy of its proposal may be released as a public record by the MSDPS at any time without notice to offeror. The proposal contains no information offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61- 9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). A offeror who selects this option but submits a redacted copy of its proposal may be deemed non-responsive.

Bid Form (Part Three)

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, 3160008062, and the attachments herein.
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160008062, and the attachments herein.
3. That the company agrees to all provisions of this Invitation for Bids, 3160008062, and the attachments herein.
4. That the company will perform, without delay, the services required at the prices quoted in 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: _____

The Mississippi Department of Public Safety
July 21, 2026
Question and Answer 3160008062

1. Page 6 Section 2.2 states approximately 2500 subjects to be tested, mainly blood, but other fluids and tissue on lesser occasions. Page 7 item 2 indicates accreditation in the discipline of Seized Drugs is required. These two things appear to be in conflict. Can you resolve these please?

Answer

This is not needed for this contract. The Seized Drugs department has a separate contract.

2. Regarding the above, what's the estimated number of seized samples tested by a vendor in 2025? Would it be acceptable for this portion of the bid to be outsourced?

Answer

See above. Not needed for this contract.

3. Page 7 item 7. - Rather than a defined "surveillance library" would it be acceptable for a vendor to simply include in their defined and offered panel, substances that would otherwise be included in a "surveillance library"?

Answer

No. the awarding vendor must meet requirements listed in specifications

4. Page 7 item 10 - If the vendor is able to address client inquiries, provide back up to clients, be available for consult, and schedule Expert services efficiently for 500 plus accounts with less than 4 full-time ABFT board-certified Toxicologists, would that be acceptable? If the vendor is indicating that they can meet the requirements of the bid and the service level expectations, and as adequate staffing is a component of the required accreditations, why does the agency feel that an arbitrary staffing requirement is necessary?

Answer

Yes. That would be acceptable. The minimum staffing requirement has historically been a minimum vendor requirement to show the ability to provide adequate resourcing and staffing. Toxicologist should be employed with the provider and be able to guarantee that if subpoenaed, they would be able to satisfy the subpoena requirements.

5. Page 7 item 12 - Section 2.2 indicated approximately 2500 subjects, which we read as an approximate annual number. If accurate, why then is the vendor expected to show

capacity to handle double that annual amount per month. What should be looked at is the vendors un-used capacity to be able to handle the agencies anticipated volume. Would it be acceptable for the vendor to show that they have sufficient capacity to efficiently and effectively meet the requirements of the bid?

Answer

This number is demonstrating the vendor's capability to sufficiently process not only the agency's samples as well as other clients within an acceptable timeframe of analysis. There are possible instances where the agency could go over the estimated number of cases (ex. Mass casualty event, etc.) where the vendor's capability to process samples should be shown.

6. Page 7 item 13 - Same as above.

Answer

Line 13 deals with seized drugs and is not needed.

7. Page 8 item 16 - Would it be acceptable to commit to and work toward an integration with Justice Trax once the bid is awarded, particularly if the vendor has other active integrations, thus proving its capability?

Answer

No, the awarding vendor must have current integration with Justice Trax and work with us on integrating with our JT system.

8. Page 8 item 17 - If the agency is defining the list of required compounds, what more should be submitted as part of this item? What is the agency hoping to compare here?

Answer

We are using the complete list of compounds to ensure that the vendor is able to test for the majority of unknown compounds of interest in the fewest amount of tests, thus saving sample and reducing cost of analysis per case.

9. Page 8 item 18 - How would the agency like this presented?

Answer

This can be shown in the panels they offer. Ex. Blood, urine, vitreous fluid. Not all of these are expected to be offered for testing. However, the provider should be able to show they are able to test alternate matrixes without outsourcing or subcontract.

10. Page 8 item 22 - How would the agency like to see this information attested to?

Answer

This can be proven through provider policies. Currently NMS includes a statement on all reports regarding disposition of sample and works with third parties (with agency permission and notifications) for long storage.

11. Page 9 items 31 and 32 - Both JusticeTrax and MDILog are listed. Is it a requirement that the vendor be integrated with both, or is there an error? Please elaborate on the requirement.

Answer

For the medical examiner system, the provider is required have integration with MDILog since that is the system that both the medical examiner and coroner's office exclusively use for case information, tracking and data collection. They should be able to prove the ability to provide future integration with JusticeTrax.

12. Page 9 - With the Analytical Capabilities, many of those listed are very dated. As long as the requirements of the requested testing are met, is it acceptable if the vendor does not employ all of the instrumentation types listed under Capabilities?

Answer

Yes. As long as the requirements are met, they do not have to employ all of the instrumentation listed. There may also be newer techniques that are not listed here.

13. Page 10. Item 3. Is the agency open to non-NMS named panels of similar scope?

Answer

Yes. As long as they meet the specification listed in the Invitation for bid.

14. Regarding List 1 Compounds is it acceptable if the vendor does not provide testing for each compound listed, but provides testing for a vast majority? If 1 compound is not offered, is that sufficient, or is there a minimum percent of the compounds listed?

Answer

Yes, this is acceptable that they should be able to provide the vast majority of compounds. There is not a minimum percentage.

15. The above question is really relevant to all the panels and lists outlined.

Answer

The above answer applies to the other panels as well. For list 3, these compounds are ever changing, and drugs may be added to the panel as the provider sees fit.

16. Page 29 2.3.1.1 - Is it expected that the winning bidder is able to provide DNA testing at their facility as well?

Answer

This is not a requirement for toxicology testing. IFB 3160008062 is for Forensics testing only.

17. Pages 41-42 Price form. Is the agency open to non-NMS panels?

Answer

Yes. The names of the panels may be different for other providers. As long as they meet the specification listed in the Invitation for bid.

18. As indicated in questions above, many of the requirements of this IFB seek to dictate the inputs that the agency deems a requirement of a suitably run laboratory, rather than the level of service that the agency would expect from its vendor. Within the forensic toxicology laboratory community, there are very few labs that are ISO 17025 accredited and able to handle the volume outlined in this IFB. Furthermore, with the specificity stated in the IFB of how many employees are required in certain areas, and how big the lab needs to be, it appears as though the agency is effectively desiring to sole source this contract under the guise of an open bid. Does the agency wish to explore possible options for toxicology testing that may be different than their current vendor, or is the desire of the agency to maintain its current vendor, even if that means not obtaining multiple different submissions and quotes from highly respected ISO17025 accredited laboratories?

Answer

This agency will require ISO 17025 accreditation from its chosen vendor. The MSFL itself requires an external vendor to hold the same level of accreditation (ISO 17025) or higher per policy. This agency services the whole state of MS not only do we service the medical examiner's office and all the toxicology they pull but also services every county coroner in this state (82 counties). So, yes, we do require certain things such as how many samples the lab can run and how many ABFT-board certified Toxicologist that can testify.

19. Page 2, Section 1.1.1. Timeline On the cover page and in Section 1.1.1. Timeline, the due date is listed as July 14. However, on Attachment A Bid Cover Sheet, the date is listed in the first paragraph as June 24 and then July 14 in the envelope label instructions. Can you please confirm that submissions are due by Tuesday, July 14 at 2pm Central Time?

Answer

All submission is due by Tuesday July 28, 2026 at 10:00 CST.

20. Page 8, Bid Specifications and Vendor Requirements # 15 Given that the 24/7 hotline is no longer in place, can you confirm whether this requirement can be updated or removed from the specification? If not, would an alternative arrangement, such as a designated 24/7 on-call account contact for urgent issues, be considered acceptable to meet the intent of this requirement?

Answer

A designated-on call contact would be acceptable to meet the intent of this requirement

21. Pages 10 – 26, I.5. The vendor shall provide the following testing: As a current vendor for the State of Mississippi, our existing scope differs from the testing listed in the bid specifications. Would it be acceptable to submit our current scope for the requested panels as part of the bid response?

Answer

Yes, this is acceptable. A vendor may change the name of the panel; however the scope of the test needs to be the same and must meet the specifications listed in Invitation for bid

22. Page 29, Section 2.3.1.1 Requirements- Bullet one states, "Provide Forensics Testing for the Mississippi DNA Laboratory". Please confirm that DNA testing is not a requirement of this IFB.

Answer

IFB 3160008062 is for Forensics testing only.

23. Page 38, Attachment A – Bid Cover Sheet-Second to last question states, "What is the largest customer your company has provided forensics testing services for in the past two (2) years? Please include the annual amount of the billing." Due to the confidential nature of company client lists, would it be acceptable to provide information on annual amount of billing and types of services provided for our largest customer, but not include the name of the customer?

Answer

Yes, this is acceptable.

24. Page 41, Bid Form (Part one), COST DATA May we include a supplemental pricing

page for frequently ordered tests and alternate matrices?

Answer

Adding a supplemental pricing page will not be allowed.

25. Page 41, Bid Form (Part one), COST DATA We are discontinuing the Expert Postmortem Toxicology Panel. Is it acceptable to include and replace the name for this line item to reflect the TotalTox Panel that is utilized by MDPS?

Answer

Yes, this is acceptable

26. Page 52, Attachment G – 1. Attorney's Fees and Expenses. As an "optional clause", can this clause be omitted from the contract?

Answer

No, this clause will not be removed from contract

27. Page 52, Attachment G – 1. Attorney's Fees and Expenses Alternatively, can this clause be modified to be reciprocal, making each party responsible for their own attorney's fees and court costs?

Answer

Attorney fees and Expenses will not be removed as an optional clause from contract

28. Page 53, Attachment G – Contractor Personnel: Can we change this clause to say, "The MDPS may, throughout the life of the contract, reasonably request the rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDPS reasonably rejects staff or subcontractors, Contractor may, in its discretion, which shall not be unreasonably withheld, make commercially reasonable efforts provide replacement staff or subcontractors satisfactory to the MDPS in a timely manner. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor."

Answer

No, this clause will not be removed or amended

29. Page 53, Attachment G – Copyrights Can we change this clause to say, “Contractor shall retain all right, title, and interest in and to its pre-existing intellectual property, including any materials, methodologies, processes, software, templates, tools, and know-how used in performing the services. Upon full payment, MDPS shall own the deliverables specifically created for MDPS under this Agreement. To the extent Contractor's pre-existing intellectual property is incorporated into any deliverable, MDPS shall have the right to use such intellectual property only as embedded in the deliverables and solely for its intended purpose under this Agreement. No ownership of Contractor's pre-existing intellectual property is transferred to MDPS.

Answer

Copyright clause will be removed from Invitation for Bid 3160008062 and contract

30. Page 55, Attachment G – Indemnification. Can we make this section mutual between Contractor and MDPS?

Answer

Indemnification clause will be removed from Invitation for Bid 3160008062 and contract

*****ACKNOWLEDGEMENT OF AMENDMENTS****

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid. The acknowledgement must be received by DPS at the time and at the place specified for receipt of bids.

All other terms and conditions remain the same as listed in the invitation for bid.

For more information or questions regarding this IFB, please contact Britney Wesley at 601-987-1407, by fax at 601-987-1442 or by email at bjweslev@dps.ms.gov. You may also contact Sonya Williams at 601-987-1467, by fax at 601-987-1442 or by email at sonya.williams@dps.ms.gov.

I acknowledge and accept all the terms and conditions of the Invitation for Bid amendments. I hereby certify that I am authorized to sign for my company.

Signature

Date

Name (Printed)

Date

Major Procurement Category: Sub Procurement Category: Status:
RFX #: Smart Number:
3160008062
Dept/Agency: RFX Type:

CANCEL CLEAR SEARCH

Agency	Smart Number	RFX Number	Description	Status	Advertised Date	Submission Date	RFX Opening Date
MS DEPT OF PUBLIC SAFETY	1711-26-RJFBD-00010	3160008062	Major Procurement PERSONNEL SERVICES NON-IT Invitation for bid to provide Forensics Testing Services for...	Open	06/12/2026	07/14/2026	07/14/2026

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MS DEPT of Information Technology Services (ITS)

Mississippi's Chosen Payment Network

symode

MS DFA: Bureau of Building

MS DFA: Office of Purchasing

MS DFA: Office of Personal Service Contract Review

Mississippi Management and Reporting System

Statewide Contract Item Catalog

MS.Gov Help Portal

ms.gov

Mississippi's Better State Services

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[IFB 3160008062 Customized Testing and Reporting Services Human Biological Samples](#)

[IFB 3160008031 Annual Equipment Certification Calibration of Instruments](#)

[IFB 3160008060 K A Band Radars](#)

- [Amendment I 3160008060](#)

[Sole Source 3150006771 KDL ALERRT Training Equipment Kits](#)

[Sole Source 3150006740 Qiagen Automatable Kits and Related Consumables](#)

[IFB 3160007857 Third Party Claims Administration Services](#)

- [Notice of Intent to Award IFB 3160007857](#)
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IFB 3160008062 Customized Testing and Reporting Services in Human Biological Samples

BW

Britney Wesley

To

Sonya Williams

Cc

3160008062.pdf

File

3160008062.pdf

File

Knops, Lori

'danielle.dina@mmskbs.com'; 'bids@redwoodtoxicology.com'

Fr 6/12

Reply

Reply All

For

Dear Bidder,
Please see attachment for Invitation for Bid (IFB) 3160008062 for customized testing and reporting services . If you have any questions, please feel free to contact us.
Thanks

Britney Wesley
Procurement Manager
Finance & Accounting Division
Mississippi Department of Public Safety
601- 987-1407



Major Procurement Category:

Sub Procurement Category:

RFX #:

3160008062

Smart Number:

Dept/Agency:

RFX Type:

CANCEL

CLEAR

SEARCH

▲ Smart Number

[1711-26-R-IFBD-00010-V02](#)

RFX Number

[3160008062](#)

Description

Major Procurement
PERSONNEL SERVICES NON-IT

Invitation for bid to provide Forensics
Testing Services for...

Attachment - Amendment 1 3160008062

Basic page *Bid/RFP Notices* has been updated.

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Sole Source 3150006901 Life Technologies Kits, Reagents, Capillaries and Related Consumables

Sole Source 3150006828 Pinpoint Professional consulting services
IFB 3160008062 Customized Testing and Reporting Services Human
Biological Samples.

- [Amendment II 3160008062](#)
- [Question and Answer 3160008062](#)
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IFB 3160008031 Annual Equipment Certification Calibration of Instruments

[IFB 3160008060 K A Band Radars](#)

- [Notice of Intent to Award IFB 3160008060](#)
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Bid/RFP Notices

Amber Alert Initial Reporting Form

Silver Alert Initial Reporting Form

Blue Alert Initial Reporting Form

Public Records Request

Complaints

Major Procurement Category:

Sub Procurement Category:

Status:
Closed



RFX #:

3160008062

Dept/Agency:

Smart Number:

RFX Type:

CANCEL

CLEAR

SEARCH

Smart Number	RFX Number	Description	Status	Advised Date	Submission Date	RFX Opening Date
1711-26-R-IFBD-00010-V02	3160008062	Major Procurement PERSONNEL SERVICES NON-IT Invitation for bid to provide Forensics Testing Services for...	Closed	06/12/2026	07/28/2026	07/28/2026
Attachment - Amendment 1 3160008062 Attachment - AMENDMENT II 3160008062 Attachment - Question and Answer 3160008062						

Technology Services (ITS)
ment Network

MS DFA: Bureau of Building
MS DFA: Office of Purchasing
MS DFA: Office of Personal Service Contract Review
Mississippi Management and Reporting System

Statewide Contract Item Catalog
MS Gov Help Portal

Mississippi Interactive

Bid Received Log

PROPOSALS RECEIVED LOG

IFB 3160008062 Forensic drug testing in Human biological samples for the MSFL

Bid Opening Tuesday, July 28, 2026

DATE

NMS - July 27, 2026

1:34 pm

Vendor Bid

ATTACHMENT A

Bid Cover Sheet

The Mississippi Department for Public Safety is seeking to establish a contract for forensic testing services for the Mississippi Forensic Laboratory(MSFL). Bids are to be submitted as listed below, on or before 10:00 A.M. July 28, 2026, p.m. CST

PLEASE MARK YOUR ENVELOPE:

IFB 3160008062

Opening Date: July 28, 2026

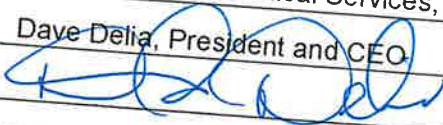
Mississippi Department of Public Safety
Attention: Britney Wesley or Sonya Williams

209 Allen Stuart Drive Pearl, MS 39208, 3RD Floor, Suite 3600
Jackson, MS 39216

SEALED BID — DO NOT OPEN

Name of Company: National Medical Services, Inc. dba NMS Labs

Quoted By: Dave Delia, President and CEO

Signature: 

Address: 200 Welsh Road

City/State/Zip Code: Horsham, PA 19044

Company Representative: Danielle Farina, Account Manager

Telephone: (267) 521-9039

Fax: (215) 366-1504

E-mail: nms@nmslabs.com

Name and Title of Authorized Signer: Dave Delia, President and CEO

FEI/FIN # (if company, corporation, or partnership):	23-1731658
SS# (if individual):	

Company Representative to be contacted regarding contract for services pursuant to this IFB:

Name/Title: Danielle Farina, Account Manager

Phone: (267) 521-9039

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

What year did your company start? 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? 55 years

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. 200 Welsh Road, Horsham, PA 19044
Incorporated 11/4/1970 in Pennsylvania

If your company is not physically located in the region, how will you provide testing services to the Mississippi Forensics Laboratory? For routine shipment of samples, NMS Labs will provide supplies for prepaid shipping via Federal Express Standard Overnight service at no additional cost.

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.
No

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids. NMS Labs is accredited by ANAB (ANSI National Accreditation Board) ISO/IEC 17025:2017 for Toxicology and Seized Drugs. NMS Labs also holds national laboratory accreditations and licensures through the College of American Pathologists (CAP) Laboratory Accreditation Program (LAP) and CAP ISO 15189
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. NMS Labs has provided forensic testing services to thousands of customers throughout the United States over the past 2 years. Of those, 10 were similar in size and services to this contract. Annual billing amounts for those customers ranged from \$507,060 to \$962,702 with an average of \$702,613.

What is the largest customer your company has provided forensic testing services for in the past two (2) years? Please include the annual amount of the billing. NMS Labs has provided postmortem forensic testing services for our largest client for over 2 years. The annual billing amount is \$1.5M.

Describe any specific service which your company offers along with any specialized experience, certification, and/or education of your current staff. NMS Labs provides forensic testing services for medical examiners and coroners, police, attorneys, clinical laboratories, hospitals, private industry, and public crime labs. Services include postmortem toxicology, human performance/DUID toxicology, and drug chemistry analysis of general unknown non-biological substances. Lead by our staff of twelve doctoral level, F-ABFT (Fellow - American Board of Forensic Toxicology) board certified toxicologists, NMS Labs has a staff dedicated to our forensic business including: specially trained forensic specimen processors, forensic client support staff, criminalists and scientists, forensic sales and marketing representatives and expert services department.

Forensic Testing Services for the MS Department of Public Safety, MS Forensic Laboratory

RFX# 3160008062

Date: July 28, 2026 – 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)

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

COSTDATA

Analysis Options and Pricing

Please note Vendor may provide panel with different name; however, scope of testing must be the same

Postmortem Testing	Testing Panel with same scope	Price
Basic Postmortem Toxicology Panel, Blood	8051B - Postmortem, Basic, Blood	\$ 125.00
Basic Postmortem Toxicology Panel, Urine	8051U - Postmortem, Basic, Urine	\$ 125.00
Basic Postmortem Toxicology Panel, Tissue	8051TI - Postmortem, Basic, Tissue	\$ 165.00
Expanded Postmortem Toxicology Panel, Blood**	8052B - Postmortem, Expanded, Blood	\$ 189.00
Expanded Postmortem Toxicology Panel, Urine	8052U - Postmortem, Expanded, Urine	\$ 189.00
Expanded Postmortem Toxicology Panel, Tissue	8052TI - Postmortem, Expanded, Tissue	\$ 225.00
Expert Postmortem Toxicology Panel, Blood**	8054B - NMS TotalTox™ Panel, Blood	\$ 225.00
Expert Postmortem Toxicology Panel, Urine	N/A	\$ N/A
Expert Postmortem Toxicology Panel, Tissue	N/A	\$ N/A

Drug Impaired Driving/DRE Testing*

Proof POSITIVE® Drug Impaired Driving/DRE Toxicology Panel, Blood	8150B - DUID/DRE Panel, Blood	\$ 120.00
Proof POSITIVE® Drug Impaired Driving/DRE Toxicology Panel with alcohol, Urine	8070U - DUID/DRE Panel (w/Alcohol) (Qualitative), Urine	\$ 160.00

Drug-Facilitated Sexual Assault Testing**

Drug-Facilitated Sexual Assault Survey 2, Blood	8030B -Drug Facilitated Crime Panel, Blood	\$ 250.00
Drug-Facilitated Sexual Assault Survey 2, Urine	8030U - Drug Facilitated Crime Panel, Urine	\$ 250.00

Designer Drugs Testing***

Novel Psychoactive Substances (NPS) Screen 1, Blood	8756B - Novel Psychoactive Substances (NPS) Screen, Blood	\$ 200.00
Novel Psychoactive Substances (NPS) Screen 1, Urine	8756U - Novel Psychoactive Substances (NPS) Screen, Urine	\$ 200.00
Novel Psychoactive Substances (NPS) Screen 2, Blood	N/A	\$ N/A
Novel Psychoactive Substances (NPS) Screen 2, Urine	N/A	\$ N/A
Synthetic Cannabinoids Screen, Blood	9560B - Synthetic Cannabinoids Screen, Blood	\$ 120.00
Synthetic Cannabinoids Metabolites Screen-Expanded, Urine	9562U - Synthetic Cannabinoid Metabolites Screen - Expanded, Urine	\$ 100.00

Heavy Metals Testing****

Metals/Metalloids Panel 2, Blood	2662B - Metals/Metalloids Panel 2, Blood	\$ 90.00
Metals/Metalloids Panel 3, Blood	2663B - Metals/Metalloids Panel 3, Blood	\$ 125.00

Other Requested Testing*

Cyanide, Blood	1380B - Cyanide, Blood	\$ 46.00
Carbon Monoxide, Blood	1002B Carbon Monoxide Screen, Confirmation Separate Fee, Blood	\$ 50.00

Toxicologist or Certifying Scientist
(deposition, testimony*, case review, trial or Case prep) \$320.00 / hour

Senior Toxicologist review \$320.00 / hour

Administrative staff or lab analyst (deposition, testimony*) \$320.00 / hour

Other:

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

Client responsible for all travel-related expenses.

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

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

Other terms and conditions may apply.

Other Services

Litigation Packet Preparation \$98.00 / hour

File Preparation (plus cost of supplies) \$included

Forensics Testing Total \$ 2,954.00 [▲]

[▲] Total pricing reflects forensic toxicology testing only. Additional fees may apply for Expert Services, which will be invoiced separately if such services are requested or required. Any testing ordered outside of the services listed above will be invoiced at a 10% discount off the 2026 List Fee Schedule for the duration of this agreement.

Bid Form (Part Two)

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

 Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MSDPS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MSDPS may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

 X Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the MSDPS at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential

commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

RELEASE OF PROPOSAL AS PUBLIC RECORD

Offerors shall acknowledge which of the following statements is applicable regarding release of its proposal as a public record. An offeror may be deemed non-responsive if the offeror does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. **Choose one:**

 Along with a complete copy of its proposal offeror has submitted a second copy of the proposal in which all information offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MSDPS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that MSDPS may release the redacted copy of the proposal at any time as a public record without further notice to offeror. A offeror who selects this option but fails to submit a redacted copy of its proposal may be deemed non-responsive.

 X Offeror hereby certifies that the complete unredacted copy of its proposal may be released as a public record by the MSDPS at any time without notice to offeror. The proposal contains no information offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61- 9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). A offeror who selects this option but submits a redacted copy of its proposal may be deemed non-responsive.

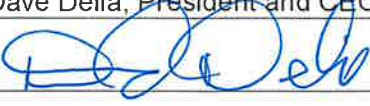
Bid Form (Part Three)

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, 3160008062, and the attachments herein.
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160008062, and the attachments herein.
3. That the company agrees to all provisions of this Invitation for Bids, 3160008062, and the attachments herein.
4. That the company will perform, without delay, the services required at the prices quoted in 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: Dave Delia, President and CEO

Signature/Date:  7-24-2026

Acknowledge of Amendments

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. OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES

By responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.

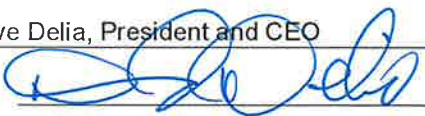
2. REPRESENTATION REGARDING GRATUITIES

Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDPS 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. Offeror further represents that no employee or former employee of MDPS 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 offeror. Offeror 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.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submitting a bid or proposal, the bidder/offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder/offeror or competitor for the purpose of restricting competition.

Name/Title: Dave Delia, President and CEO

Signature/Date:  7-24-2026

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 non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

AMENDMENT I
IFB- 3160008062
The Mississippi Department of Public Safety
July 7, 2026

The Mississippi Department of Public Safety amends the Invitation for Bid (IFB) as follows:

Timeline Amendments

The timeline dates listed on **Page 2, Section 1.1.1** are amended, including the following:

- Response to Written Clarifications
- Bid Submission Deadline
- Bid Opening
- Anticipated Award Notification
- Request for Reconsideration date and time
- Anticipated Contract Start Date

1. Bid Coversheet

Amends the date listed on **page 1** and **Bid Coversheet, Page 38, Attachment A**

2. Bid Form

Amends the date listed on the **Bid Form, Page 41, Attachment A.**

All other terms and conditions of the Invitation for Bid remain unchanged.

****Amended timeline**

Task	Dates
Respond in Writing to Clarification	July 21, 2026
Bid Submission Deadline	No later than 10:00 a.m., CST Tuesday, July 28, 2026,
Bid Opening Date	Tuesday July 28, 2026, 10:00 am CST.
Anticipated Award Notification to Proposal(s)	Tuesday August 4, 2026,
Request for Reconsideration date and Time	Friday August 7, 2026, 5:00 pm. CST
Anticipated Contract start date	Anticipated Date: September 11, 2026

*** See attachment for updated Bid Cover sheet and Bid Form***

*****ACKNOWLEDGEMENT OF AMENDMENTS****

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid. The acknowledgement must be received by DPS at the time and at the place specified for receipt of bids.

All other terms and conditions remain the same as listed in the invitation for bid.

For more information or questions regarding this IFB, please contact Britney Wesley at 601-987-1407, by fax at 601-987-1442 or by email at bjwesley@dps.ms.gov. You may also contact Sonya Williams at 601-987-1467, by fax at 601-987-1442 or by email at sonya.williams@dps.ms.gov.

**I acknowledge and accept all the terms and conditions of the Invitation for Bid amendments.
I hereby certify that I am authorized to sign for my company.**


Signature

Dave Delia, President and CEO
Name (Printed)

7-24-2026
Date

7-24-2026
Date

AMENDMENT II
IFB- 3160008062
The Mississippi Department of Public Safety
July 21, 2026

The Mississippi Department of Public Safety amends the Invitation for Bid (IFB) as follows:

1. Page 7 section 2.2 Bid Specification and Vendor Requirements
Remove item 2 and 13 requirements from Invitation for bid

- Vendor shall hold and maintain ANAB ISO 17025:2017 accreditation in the discipline of Seized Drugs and hold/maintain licensure by the U.S. Drug Enforcement Administration. Vendor must be able to accommodate drug identification backlogs as well as a on-going submission of samples. This shall include the ability to differentiate between hemp and marijuana through quantitation of botanicals, waxes, oils, tinctures, and edibles. The ability to quantitate other drug compounds.
- Vendor shall have historical proof of operational capacity to handle minimum of 2,500 drug identification exhibits per month or 30,000 exhibits per year. This may reflect multiple laboratories within the accredited system.

2. Page 7 section 2.2 Bid Specification and Vendor Requirements
Remove item 10

Vendor shall employ on staff multiple, minimum of four, full time ABFT board-certified Toxicologists with active membership in relevant professional organizations working on the premises of the laboratory a minimum of 90% of the time. This provision offers multiple Toxicologists available to address client inquiries, provide back-up to clients, ease of availability for consultation, scheduling of Expert Services support as needed and gives a broader pool of technical support to all customers.

Amended item 10

Vendors shall employ own staff multiple, **full time** ABFT board-certified Toxicologists with active membership in relevant professional organizations working on the premises of the laboratory a minimum of 90% of the time. This provision offers multiple Toxicologists available to address client inquiries, provide back-up to clients, ease of availability for consultation, scheduling of Expert Services support as needed and gives a broader pool of technical support to all customers.

3. Bid Specification and Vendor requirements Page 9

Amends to include is it acceptable if the vendor does not employ all the instrumentation types listed under Capabilities as long as requirements of the requested testing are met.

Amends to include, is it acceptable for vendor to provide the vast majority of compounds on list 1,2,3,4 located on pages 11-29.

4. Page 8 Bid Requirements and Vendor Requirements Item 15

Amends the following requirement to read as follows:

Vendor shall provide 24/7 Hotline or **designated on call contact** for Public Health and Safety emergencies where Toxicology testing and/or consultation may be required.

5. Page 53 Attachment G: Optional clauses for use in service contract resulting from request for bid: amends to remove the following clauses from Invitation for bid.

Remove:

COPYRIGHTS

Contractor agrees that the rights and title to any copyrightable material first produced under this agreement belongs to MDPS. Contractor hereby grants to MDPS a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable work which is incorporated in the material furnished under the agreement regardless of whether it was first produced under this agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others.

INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDPS 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 attorneys' 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 MDPS's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDPS, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDPS. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDPS shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDPS, which shall not be unreasonably withheld.

6. Page 41, Bid Cover Sheet additional question number 8, page 39

Remove the following:

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

Amended:

What is the largest customer your company has provided forensics testing service for in the past two (2) years? **Include only the company's annual amount of billing and types of service for largest customer.**

*** See attachment for updated Bid Cover sheet and Bid Form***

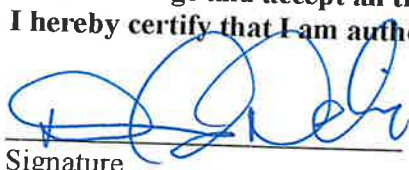
*****ACKNOWLEDGEMENT OF AMENDMENTS****

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid. The acknowledgement must be received by DPS at the time and at the place specified for receipt of bids.

All other terms and conditions remain the same as listed in the invitation for bid.

For more information or questions regarding this IFB, please contact Britney Wesley at 601-987-1407, by fax at 601-987-1442 or by email at bjwesley@dps.ms.gov. You may also contact Sonya Williams at 601-987-1467, by fax at 601-987-1442 or by email at sonya.williams@dps.ms.gov.

I acknowledge and accept all the terms and conditions of the Invitation for Bid amendments. I hereby certify that I am authorized to sign for my company.


Signature

Dave Delia, President and CEO
Name (Printed)

7-24-2026
Date

7-24-2026
Date

The Mississippi Department of Public Safety

July 21, 2026

Question and Answer 3160008062

1. Page 6 Section 2.2 states approximately 2500 subjects to be tested, mainly blood, but other fluids and tissue on lesser occasions. Page 7 item 2 indicates accreditation in the discipline of Seized Drugs is required. These two things appear to be in conflict. Can you resolve these please?

Answer

This is not needed for this contract. The Seized Drugs department has a separate contract.

2. Regarding the above, what's the estimated number of seized samples tested by a vendor in 2025? Would it be acceptable for this portion of the bid to be outsourced?

Answer

See above. Not needed for this contract.

3. Page 7 item 7. - Rather than a defined "surveillance library" would it be acceptable for a vendor to simply include in their defined and offered panel, substances that would otherwise be included in a "surveillance library"?

Answer

No. the awarding vendor must meet requirements listed in specifications

4. Page 7 item 10 - If the vendor is able to address client inquiries, provide back up to clients, be available for consult, and schedule Expert services efficiently for 500 plus accounts with less than 4 full-time ABFT board-certified Toxicologists, would that be acceptable? If the vendor is indicating that they can meet the requirements of the bid and the service level expectations, and as adequate staffing is a component of the required accreditations, why does the agency feel that an arbitrary staffing requirement is necessary?

Answer

Yes. That would be acceptable. The minimum staffing requirement has historically been a minimum vendor requirement to show the ability to provide adequate resourcing and staffing. Toxicologist should be employed with the provider and be able to guarantee that if subpoenaed, they would be able to satisfy the subpoena requirements.

5. Page 7 item 12 - Section 2.2 indicated approximately 2500 subjects, which we read as an approximate annual number. If accurate, why then is the vendor expected to show

capacity to handle double that annual amount per month. What should be looked at is the vendors un-used capacity to be able to handle the agencies anticipated volume. Would it be acceptable for the vendor to show that they have sufficient capacity to efficiently and effectively meet the requirements of the bid?

Answer

This number is demonstrating the vendor's capability to sufficiently process not only the agency's samples as well as other clients within an acceptable timeframe of analysis. There are possible instances where the agency could go over the estimated number of cases (ex. Mass casualty event, etc.) where the vendor's capability to process samples should be shown.

6. Page 7 item 13 - Same as above.

Answer

Line 13 deals with seized drugs and is not needed.

7. Page 8 item 16 - Would it be acceptable to commit to and work toward an integration with Justice Trax once the bid is awarded, particularly if the vendor has other active integrations, thus proving its capability?

Answer

No, the awarding vendor must have current integration with Justice Trax and work with us on integrating with our JT system.

8. Page 8 item 17 - If the agency is defining the list of required compounds, what more should be submitted as part of this item? What is the agency hoping to compare here?

Answer

We are using the complete list of compounds to ensure that the vendor is able to test for the majority of unknown compounds of interest in the fewest amount of tests, thus saving sample and reducing cost of analysis per case.

9. Page 8 item 18 - How would the agency like this presented?

Answer

This can be shown in the panels they offer. Ex. Blood, urine, vitreous fluid. Not all of these are expected to be offered for testing. However, the provider should be able to show they are able to test alternate matrixes without outsourcing or subcontract.

10. Page 8 item 22 - How would the agency like to see this information attested to?

Answer

This can be proven through provider policies. Currently NMS includes a statement on all reports regarding disposition of sample and works with third parties (with agency permission and notifications) for long storage.

11. Page 9 items 31 and 32 - Both JusticeTrax and MDILog are listed. Is it a requirement that the vendor be integrated with both, or is there an error? Please elaborate on the requirement.

Answer

For the medical examiner system, the provider is required have integration with MDILog since that is the system that both the medical examiner and coroner's office exclusively use for case information, tracking and data collection. They should be able to prove the ability to provide future integration with JusticeTrax.

12. Page 9 - With the Analytical Capabilities, many of those listed are very dated. As long as the requirements of the requested testing are met, is it acceptable if the vendor does not employ all of the instrumentation types listed under Capabilities?

Answer

Yes. As long as the requirements are met, they do not have to employ all of the instrumentation listed. There may also be newer techniques that are not listed here.

13. Page 10. Item 3. Is the agency open to non-NMS named panels of similar scope?

Answer

Yes. As long as they meet the specification listed in the Invitation for bid.

14. Regarding List 1 Compounds is it acceptable if the vendor does not provide testing for each compound listed, but provides testing for a vast majority? If 1 compound is not offered, is that sufficient, or is there a minimum percent of the compounds listed?

Answer

Yes, this is acceptable that they should be able to provide the vast majority of compounds. There is not a minimum percentage.

15. The above question is really relevant to all the panels and lists outlined.

Answer

The above answer applies to the other panels as well. For list 3, these compounds are ever changing, and drugs may be added to the panel as the provider sees fit.

16. Page 29 2.3.1.1 - Is it expected that the winning bidder is able to provide DNA testing at their facility as well?

Answer

This is not a requirement for toxicology testing. IFB 3160008062 is for Forensics testing only.

17. Pages 41-42 Price form. Is the agency open to non-NMS panels?

Answer

Yes. The names of the panels may be different for other providers. As long as they meet the specification listed in the Invitation for bid.

18. As indicated in questions above, many of the requirements of this IFB seek to dictate the inputs that the agency deems a requirement of a suitably run laboratory, rather than the level of service that the agency would expect from its vendor. Within the forensic toxicology laboratory community, there are very few labs that are ISO 17025 accredited and able to handle the volume outlined in this IFB. Furthermore, with the specificity stated in the IFB of how many employees are required in certain areas, and how big the lab needs to be, it appears as though the agency is effectively desiring to sole source this contract under the guise of an open bid. Does the agency wish to explore possible options for toxicology testing that may be different than their current vendor, or is the desire of the agency to maintain its current vendor, even if that means not obtaining multiple different submissions and quotes from highly respected ISO17025 accredited laboratories?

Answer

This agency will require ISO 17025 accreditation from its chosen vendor. The MSFL itself requires an external vendor to hold the same level of accreditation (ISO 17025) or higher per policy. This agency services the whole state of MS not only do we service the medical examiner's office and all the toxicology they pull but also services every county coroner in this state (82 counties). So, yes, we do require certain things such as how many samples the lab can run and how many ABFT-board certified Toxicologist that can testify.

19. Page 2, Section 1.1.1. Timeline On the cover page and in Section 1.1.1. Timeline, the due date is listed as July 14. However, on Attachment A Bid Cover Sheet, the date is listed in the first paragraph as June 24 and then July 14 in the envelope label instructions. Can you please confirm that submissions are due by Tuesday, July 14 at 2pm Central Time?

Answer

All submission is due by Tuesday July 28, 2026 at 10:00 CST.

20. Page 8, Bid Specifications and Vendor Requirements # 15 Given that the 24/7 hotline is no longer in place, can you confirm whether this requirement can be updated or removed from the specification? If not, would an alternative arrangement, such as a designated 24/7 on-call account contact for urgent issues, be considered acceptable to meet the intent of this requirement?

Answer

A designated-on call contact would be acceptable to meet the intent of this requirement

21. Pages 10 – 26, I.5. The vendor shall provide the following testing: As a current vendor for the State of Mississippi, our existing scope differs from the testing listed in the bid specifications. Would it be acceptable to submit our current scope for the requested panels as part of the bid response?

Answer

Yes, this is acceptable. A vendor may change the name of the panel; however the scope of the test needs to be the same and must meet the specifications listed in Invitation for bid

22. Page 29, Section 2.3.1.1 Requirements- Bullet one states, "Provide Forensics Testing for the Mississippi DNA Laboratory". Please confirm that DNA testing is not a requirement of this IFB.

Answer

IFB 3160008062 is for Forensics testing only.

23. Page 38, Attachment A – Bid Cover Sheet-Second to last question states, "What is the largest customer your company has provided forensics testing services for in the past two (2) years? Please include the annual amount of the billing." Due to the confidential nature of company client lists, would it be acceptable to provide information on annual amount of billing and types of services provided for our largest customer, but not include the name of the customer?

Answer

Yes, this is acceptable.

24. Page 41, Bid Form (Part one), COST DATA May we include a supplemental pricing

page for frequently ordered tests and alternate matrices?

Answer

Adding a supplemental pricing page will not be allowed.

25. Page 41, Bid Form (Part one), COST DATA We are discontinuing the Expert Postmortem Toxicology Panel. Is it acceptable to include and replace the name for this line item to reflect the TotalTox Panel that is utilized by MDPS?

Answer

Yes, this is acceptable

26. Page 52, Attachment G – 1. Attorney's Fees and Expenses. As an "optional clause", can this clause be omitted from the contract?

Answer

No, this clause will not be removed from contract

27. Page 52, Attachment G – 1. Attorney's Fees and Expenses Alternatively, can this clause be modified to be reciprocal, making each party responsible for their own attorney's fees and court costs?

Answer

Attorney fees and Expenses will not be removed as an optional clause from contract

28. Page 53, Attachment G – Contractor Personnel: Can we change this clause to say, "The MDPS may, throughout the life of the contract, reasonably request the rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDPS reasonably rejects staff or subcontractors, Contractor may, in its discretion, which shall not be unreasonably withheld, make commercially reasonable efforts provide replacement staff or subcontractors satisfactory to the MDPS in a timely manner. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor."

Answer

No, this clause will not be removed or amended

29. Page 53, Attachment G – Copyrights Can we change this clause to say, "Contractor shall retain all right, title, and interest in and to its pre-existing intellectual property, including any materials, methodologies, processes, software, templates, tools, and know-how used in performing the services. Upon full payment, MDPS shall own the deliverables specifically created for MDPS under this Agreement. To the extent Contractor's pre-existing intellectual property is incorporated into any deliverable, MDPS shall have the right to use such intellectual property only as embedded in the deliverables and solely for its intended purpose under this Agreement. No ownership of Contractor's pre-existing intellectual property is transferred to MDPS.

Answer

Copyright clause will be removed from Invitation for Bid 3160008062 and contract

30. Page 55, Attachment G – Indemnification. Can we make this section mutual between Contractor and MDPS?

Answer

Indemnification clause will be removed from Invitation for Bid 3160008062 and contract

*****ACKNOWLEDGEMENT OF AMENDMENTS****

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid. The acknowledgement must be received by DPS at the time and at the place specified for receipt of bids.

All other terms and conditions remain the same as listed in the invitation for bid.

For more information or questions regarding this IFB, please contact Britney Wesley at 601-987-1407, by fax at 601-987-1442 or by email at bjweslev@dps.ms.gov. You may also contact Sonya Williams at 601-987-1467, by fax at 601-987-1442 or by email at sonya.williams@dps.ms.gov.

I acknowledge and accept all the terms and conditions of the Invitation for Bid amendments. I hereby certify that I am authorized to sign for my company.


Signature

Laurie Caubet, Proposal Manager
Name (Printed)

7/24/2026
Date

7/24/2026
Date

Bid Tabulation

Bid Item: IFB 3160008062 Customized Testing and Repc

Evaluator's Signature:

Open Date: Tuesday, July 28, 2026

Time: 10:00 a.m.

**Vendor's Bid is
responsive,
responsible
and/or**

[illegible]

Notice of Intent to Award



STATE OF MISSISSIPPI

TATE REEVES, GOVERNOR

DEPARTMENT OF PUBLIC SAFETY

SEAN J. TINDELL, COMMISSIONER

Notice of Intent to Award IFB 3160008062

Procurement Type and Name	IFB# 3160008062
Procurement Title	Invitation for Bid to provide Customized Testing and Reporting Services in Human Biological samples for the MS Department of Public Safety (MDPS)
Opening Date and Time	July 28, 2026, at 10:00 am CST

September 18, 2026

The Mississippi Department of Public Safety (MDPS) issued an Invitation for Bids (IFB) to secure a vendor to provide customized testing and reporting services in Human Biological samples. The awarded contract term will be a four-year contract with one optional (1) yearly renewal. The work shall consist of customized testing and reporting services for forensics testing in ante and postmortem human biological samples on behalf of the Mississippi Forensics Laboratory (MSFL).

Amendment I was released on July 7, 2026 to amend the Response to written clarification, Bid Submission deadline, bid opening, anticipated award notification, request for reconsideration date and time, anticipated contract start date and bid form. Amendment II was released on July 21, 2026 to amend specifications and vendor requirements, removal of optional clauses. Question and Answers were released on July 21, 2026, all other specifications will remain the same.

The IFB required the winning vendor to have been in business and have provided customized testing services for a minimum of five years and have performed forensics testing at 50 times in the past 5 years.

The MS Department of Public Safety released the IFB for a vendor to administer customized testing and reporting services in Human Biological samples services RFX 3160008062 on June 12, 2026. In response to the IFB, MDPS received one (1) sealed bid on July 28, 2026, from the following vendor:

- National Medical Services, Inc, dba NMS Labs 200 Welsh Road Horsham, PA 19044

MDPS opened bids on July 28, 2026. The bids were ranked as follows:

Vendor	Forensics Testing Total
National Medical Services, Inc dba NMS labs	\$2,954.00

The MDPS reviewed the bid submitted and it was determined that the bid was responsive to the IFB and met the minimum qualifications set forth in the IFB. Based on the review, and having submitted the lowest, responsive, responsible bid, MDPS recommends the contract to be awarded to the following:

- National Medical Services, Inc, dba NMS Labs 200 Welsh Road Horsham, PA 19044

The deadline to request reconsideration of the intent to award is Wednesday September 23, 2026, at 5:00 pm. Request for Reconsideration must be received in writing, by U.S. mail or electronic submission. Any such request shall be filed with the Bid Coordinator, Britney Wesley and Teselyn Funches the Director of OPSCR within three business days following issuance of the Notice of Intent to Award and posting of the Agency Procurement File in compliance with Sections 5.6.1, 5.6.1.1, and 5.6.1.2. of the PPRB OPSCR rules and Regulations manual. It shall be the sole responsibility of the requesting bidder to ensure the request is timely received by all required parties.

The writing request shall contain the requesting vendor's name, a single contact person, all contact information for the contact person, the RFX number of the solicitation, the date the IFB

was issued, and the date the Notice of Intent to Award was issued. The request shall identify which of these rules and regulations and/or the terms of the IFB the requesting bidder believes were violated by the Agency during the bid evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement. The request shall not be based on anything other than the Agency Procurement File, OPSCR rules and regulations, and the terms of the solicitation. The request shall not be supplemented. A reconsideration of intent to award is considered filed when received by the Bid Coordinator, Britney Wesley, of the MS Department of Public Safety, via either U.S. mail, postage prepaid, electronic submission or personal delivery. Request for reconsideration of intent to award filed after September 23, 2026, 5:00 p.m. CST will not be considered.

Unexecuted Contract

**MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY
CONTRACT FOR PROFESSIONAL SERVICES AND COMMODITIES**

1. Parties. This contractual agreement is entered into by and between the Mississippi Department of Public Safety (hereinafter "DPS" or "Agency") and National Medical Services, Inc. dba NMS Labs (hereinafter "Contractor").
2. Purpose. The purpose of this contract is for DPS to engage Contractor to provide for purchase of certain professional services and commodities as set forth in the Invitation for Bid, RFX 3160008062 (hereinafter referred to as "RFX"), issued by DPS on June 12, 2026.
3. Period of Performance. The period of performance of this agreement shall commence upon signature of both parties, but not prior to November 4, 2026, and shall terminate on November 3, 2030. Upon mutual agreement of both parties, DPS shall have the option to renew the contract for an additional term of one (1) year.
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Attachment A, captioned "General Terms and Conditions", attached hereto and incorporated herein.
5. Acknowledgements and Special Terms. This contract is hereby made subject to the terms and conditions included in Attachment B, captioned "Acknowledgements and Special Terms", attached hereto and incorporated herein.
6. Priority. This contract consists of this Contract for Professional Services and Commodities, the RFX 3160008062, and the Contractor's bid/proposal. The RFX, including any attachments thereto, as well as the Contractor's bid/proposal in response are fully incorporated by reference herein as if set forth in letters and figures. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first reference to the Contract for Commodities, then the RFX and, if still unresolved, by reference to the bid/proposal. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
7. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Attachment C, captioned "Services and Compensation", and Attachment D, captioned "Statement of Work", attached hereto and incorporated herein.
8. Consideration. As consideration for the performance of the services referenced above, DPS agrees to compensate Contractor as provided in Attachments C and D.
9. Notices. All notices required or permitted to be given under this agreement shall 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 shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For DPS: Sean J. Tindell, Commissioner
Mississippi Department of Public Safety
Post Office Box 958
Jackson, Mississippi 39205

[with Copy to Rebecca Henley, Legal Division]

For the Contractor: Dave Delia, President and CEO
 NMS Labs
 200 Welsh Road
 Horsham, Pennsylvania 19044
 NMS@nmslabs.com
 267.521.9039

Any other correspondence concerning this agreement shall be directed as follows:

For DPS: Mary Dukes, MFL Director
 Mississippi Department of Public Safety
 215 Allen Stuart Drive
 Pearl, Mississippi 39208
 MJDukes@mcl.ms.gov

10. Entire Agreement. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the Mississippi Department of Public Safety and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against DPS or Contractor on the basis of draftsmanship or preparation hereof.

In witness whereof, the parties hereto have affixed their signatures on the date indicated below, after first being authorized so to do.

By: _____
 Sean J. Tindell, Commissioner
 Mississippi Department of Public Safety

 DATE

By: _____
 Dave Delia
 President and CEO
 National Medical Services, Inc. dba NMS Labs

 DATE

ATTACHMENT A: GENERAL TERMS AND CONDITIONS

1. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
2. **Approval.** It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
3. **Attorneys' Fees and Expenses.** In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to DPS all costs and expenses, without limitation, incurred by DPS in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall DPS be obligated to pay attorneys' fees or legal costs to Contractor.
4. **Authority to Contract.** Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) 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, (4) 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.
5. **Availability of Funds.** It is expressly understood and agreed that the obligation of DPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, DPS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to DPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
6. **Compliance With Equal Opportunity in Employment Policy.** Contractor understands that the Mississippi Department of Public Safety 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.
7. **Compliance With Laws.** Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
8. **Confidentiality.** The Mississippi Department of Public Safety is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Mississippi Code Annotated §§ 25-61-1, *et seq.* If a public records request is made for any information provided to DPS by Contractor, DPS shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial

and financial information. The Mississippi Department of Public Safety shall not be liable to the Contractor for disclosure of information required by court order or required by law.

9. Contract Assignment and 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 shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of DPS, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of DPS shall be null and void. Approval of a subcontract by the Mississippi Department of Public Safety shall not be deemed to be approval of the incurrence of any additional obligation of DPS. Subcontracts shall 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 shall be binding upon the respective successors and assigns of the parties.
10. Contractor Personnel. The Mississippi Department of Public Safety shall, 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 shall 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.
11. Disclosure of Confidential Information Required by Law. In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, *et seq.*
12. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*
13. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Mississippi Department of Public Safety subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (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; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

14. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Mississippi Department of Public Safety, 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 shall be in addition to any other remedies that DPS may have.
15. Failure to Enforce Does Not Constitute Waiver. Failure by the Mississippi Department of Public Safety at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of DPS to enforce any provision at any time in accordance with its terms.
16. Force Majeure. Each party shall be temporarily 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 Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The Mississippi Department of Public Safety may exercise any rights it has under the contract which are available when neither party is in default.
17. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the Mississippi Department of Public Safety. Nothing contained herein shall 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 the Mississippi Department of Public Safety 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 shall be deemed to create a relationship other than the independent relationship of DPS and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Mississippi Department of Public Safety. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of DPS, and DPS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The Mississippi Department of Public Safety shall 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 shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by DPS for its employees.

18. Insurance. Contractor represents that it will maintain workers' compensation insurance in compliance with Mississippi law which shall inure to the benefit of all Contractor's personnel provided hereunder and comprehensive general liability or professional liability insurance with minimum limits of One Million Dollars [\$1,000,000.00] per occurrence. All general liability and professional liability insurance will provide coverage to the Mississippi Department of Public Safety as an additional insured. The Mississippi Department of Public Safety reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

19. Modification or Renegotiation Required by Change in Law. The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.
20. 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.
21. Paymode. Payments by DPS using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The Mississippi Department of Public Safety 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 Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
22. Procurement Regulations. This contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
23. 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 any time for its own convenience.
24. Record Retention and Access to Records. Contractor shall maintain such financial records and other records as may be prescribed by the Mississippi Department of Public Safety or by applicable federal and state laws, rules, and regulations. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, DPS or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are relevant to this agreement. All records related to this agreement shall be retained by Contractor for three 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 year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
25. 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 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 the Mississippi Department of Public Safety 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.

26. Requirements Contract. During the period of the contract, Contractor shall provide all services described in the contract. Contractor understands and agrees that this is a requirements contract and that the Mississippi Department of Public Safety shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of 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 utilize 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, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
27. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
28. Stop Work Order. The Mississippi Department of Public Safety may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Mississippi Department of Public Safety. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to DPS. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless DPS has terminated that part of the agreement or terminated the agreement in its entirety. The Mississippi Department of Public Safety is not liable for payment for services which were not rendered due to the stop work order.
29. Termination.
Termination for Convenience. The Mississippi Department of Public Safety 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.
Termination for Default. If the Mississippi Department of Public Safety 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.
30. Third Party Notification. Contractor shall give DPS prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

ATTACHMENT B: ACKNOWLEDGEMENTS AND SPECIAL TERMS

The following acknowledgements and conditions shall be made a part of this agreement:

CONFLICT OF INTEREST. To the best of his or her knowledge, Contractor certifies that no DPS employee, or spouse, parent or child of an DPS employee, serves as a member of its governing body, project staff or has an ownership or pecuniary interest in the Contractor. Contractor agrees that should this condition change during the period of this contract, Contractor shall notify DPS within 30 days. Notification should be sent by certified mail to the following:

Mississippi Department of Public Safety
Attention: DPS Legal Department
Post Office Box 958
Jackson, Mississippi 39205

Furthermore, Contractor represents, to the best of his or her knowledge and belief, that this contract does not present the Contractor with a conflict of interest with respect to any past, current, or potential contract or employment such that the Contractor would be unable to perform impartially and without bias.

EXCLUSION OR DEBARMENT.

By submitting a bid or proposal in response to the procurement, the Contractor certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Contractor further certifies that it is not an agent of any such person or entity.

Contractor certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

Contractor certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the Contractor's failure to perform, default, or any other action or inaction by the Contractor.

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 the Mississippi Department of Public Safety 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.

CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES. By executing the contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

ATTACHMENT C: SERVICES AND COMPENSATION

SCOPE OF SERVICES

In fulfillment of the purposes of this Agreement, the Contractor shall provide DPS with the professional forensic drug testing services shown below and further detailed in Attachment D. All services shall be in accordance with those requested in the Invitation for Bid, RFx 3160008062, issued by the Mississippi Department of Public Safety on June 12, 2026. Services shall include, but are not limited to, the following:

Contractor shall provide customized testing and reporting services for forensic drug testing in ante- and postmortem human biological samples on behalf of the State on behalf of the Mississippi Forensics Laboratory (MSFL). There will be approximately 2,500 subjects that will consist of mainly blood in gray top tubes. DPS will submit urine, vitreous fluid and other body tissues on lesser occasions.

COMPENSATION

In furtherance of the performance of the services referenced above, DPS agrees to compensate the Contractor the estimated amount of \$1,500,000.00 annually. Rates are set forth in the Contractor's Bid submitted in response to the Invitation for Bid, RFx 3160008062 and as shown below. Contractor agrees to ensure the funds subject to this Agreement are used in accordance with any applicable conditions, requirements and restrictions of federal, state and local laws.

REQUIREMENTS CONTRACT. During the period of the contract, Contractor shall provide all services and goods described in the contract. Contractor understands and agrees that this is a requirements contract and that the Mississippi Department of Public Safety shall have no obligation to Contractor if no services or goods 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 utilize any amount of the services or goods 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, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

RATES. Rates and purchases under this Agreement are in accordance with the bid submitted to DPS as a response to RFx 3160008062 and as follows:

Postmortem Testing	Price
Basic Postmortem Toxicology Panel, Blood	\$ 125.00
Basic Postmortem Toxicology Panel, Urine	\$ 125.00
Basic Postmortem Toxicology Panel, Tissue	\$ 165.00
Expanded Postmortem Toxicology Panel, Blood	\$ 189.00
Expanded Postmortem Toxicology Panel, Urine	\$ 189.00
Expanded Postmortem Toxicology Panel, Tissue	\$ 225.00
Expert Postmortem Toxicology Panel, Blood	\$ 225.00
Expert Postmortem Toxicology Panel, Urine	NA
Expert Postmortem Toxicology Panel, Tissue	NA

Drug Impaired Driving/DRE Testing	Price
Proof POSITIVE® Drug Impaired Driving/DRE Toxicology Panel, Blood	\$ 120.00
Proof POSITIVE® Drug Impaired Driving/DRE Toxicology Panel with Alcohol, Urine	\$ 160.00

Drug-Facilitated Sexual Assault Testing	Price
Drug-Facilitated Sexual Assault Survey 2, Blood	\$ 250.00
Drug-Facilitated Sexual Assault Survey 2, Urine	\$ 250.00

Designer Drugs Testing	Price
Novel Psychoactive Substances (NPS) Screen 1, Blood	\$ 200.00
Novel Psychoactive Substances (NPS) Screen 1, Urine	\$ 200.00
Novel Psychoactive Substances (NPS) Screen 2, Blood	NA
Novel Psychoactive Substances (NPS) Screen 2, Urine	NA
Synthetic Cannabinoids Screen, Blood	\$ 120.00
Synthetic Cannabinoids Metabolites Screen-Expanded, Urine	\$ 100.00

Heavy Metals Testing	Price
Metals/Metalloids Panel 2, Blood	\$ 90.00
Metals/Metalloids Panel 3, Blood	\$ 125.00

Other Requested Testing	Price
Cyanide, Blood	\$ 46.00
Carbon Monoxide, Blood	\$ 50.00

Other Services	Price
Toxicologist or Certifying Scientist (deposition, testimony, case review, trial or case prep)	\$ 320.00/Hour
Senior Toxicologist Review	\$ 320.00/Hour
Administrative Staff or Lab Analyst (deposition, testimony)	\$ 320.00/Hour
Litigation Packet Preparation	\$ 98.00/Hour
File Preparation	NA

The Contractor shall invoice DPS monthly as needed. The final invoice to DPS shall be sent within thirty (30) days after the Agreement ending date. The invoice should have appropriate documentation substantiating actual expenses. DPS will pay all invoices within forty-five (45) days following the approval of the same. All invoices should be submitted to the following:

Kristy Simmons, Office of Human Resources
Mississippi Department of Public Safety
209 Allen Stuart Drive
Pearl, Mississippi 39208
KSimmons@mcl.ms.gov

It is expressly understood and agreed that, while the amount noted above is based on an estimated budget and may be subject to change, in no event will the total compensation to be paid hereunder exceed the specified amount of \$6,000,000.00.

ATTACHMENT D: STATEMENT OF WORK

Contractor's services shall be in accordance with the following documentation and as detailed in the Invitation for Bid issued by DPS, RFX 3160008060 [22 total pages].

Bid Specifications and Vendor Requirements

The minimum vendor laboratory licensure requirements are CLIA and CAP.

1. Vendor shall hold and maintain ISO 17025:2017 accreditation by ANAB and ABFT accreditation in the discipline of Postmortem Toxicology, which is in alignment with the Mississippi Forensics Laboratory accreditation requirements.
2. [REMOVED per amendment to IFB on July 21, 2026]
3. Vendor laboratory shall provide an example of an existing panel that triggers/reflexes to other testing to a different matrix for metabolites to demonstrate their testing flexibility.
4. Vendor shall participate in external Proficiency Testing Programs – CAP etc.
5. The vendor laboratory shall conduct in-house Proficiency Testing and Quality Assurance programs, with ability to present documentation upon demand.
6. All forensic testing services to be performed on site at the Contractor's laboratory facilities. Vendor's laboratory shall not utilize subcontractors for toxicology testing.
7. Vendor laboratory shall maintain an extensive surveillance library of novel psychoactive substances containing at least forty (40) compounds that is routinely updated, minimally twice per year.
8. The contractor shall not subcontract and will perform all work with their own personnel and equipment, unless expressly written in the response bid.
9. Laboratory Director must be ABFT certified – laboratory must have minimum of additional ABFT certified toxicologist to provide expert services and back up.
10. Vendor shall employ on staff multiple, full time ABFT board-certified Toxicologists with active membership in relevant professional organizations working on the premises of the laboratory a minimum of 90% of the time. This provision offers multiple Toxicologists available to address client inquiries, provide back-up to clients, ease of availability for consultation, scheduling of Expert Services support as needed and gives a broader pool of technical support to all customers. [UPDATED per amendment to IFB on July 21, 2026]
11. Expert Witness Testimony available with experience in forensic toxicology cases.
12. Vendor shall have historical proof of operational capacity to handle a minimum of 5,000 postmortem toxicology cases per month or 12,500 forensic samples per month.
13. [REMOVED per amendment to IFB on July 21, 2026]
14. No cancelled contracts for performance.

15. Vendor shall provide 24/7 Hotline or designated on call contact for Public Health and Safety emergencies where Toxicology testing and/or consultation may be required. [UPDATED per amendment to IFB on July 21, 2026]
16. Vendor has active integrations with JusticeTrax and other LIMS systems for report delivery to forensic clients.
17. Complete list of compounds included in routine toxicology panels – used to compare the scope of testing offered by prospective vendors to include limits of reporting for each compound.
18. Must have documentable record of ability routine and nonroutine specimens
 - Fluids – blood, serum, plasma, urine, vitreous, gastric, bile, hair
 - Solids – tissues, all solid organs, bone, injection sites, hair, nails, teeth, decomposed tissue, embalmed bodies, exhumed bodies, insect larvae
19. Result Reporting – require submission of n example of reports with bid response.
20. Complete Internal Chain of Custody – Confirmed by laboratory site inspection if desired by bidder.
21. Standard Operating Procedures – the laboratory should have documented SOP's available to support specimen handling, analytical procedures, Quality Control procedures and maintenance records of analytical instrumentation.
22. Specimen Storage – the laboratory must secure and maintain the specimen for a period of one (1) year in such a manner to prevent contamination and degradation. The laboratory must be willing to work with third parties (attorneys, etc.) to extend the storage period at the third party's expense with required and approved written authorization.
23. Confidentiality – the contractor will be required to use reasonable care to protect the confidentiality of the clients.
24. Non-Biological Testing capabilities – Seized Drugs analysis with ANAB ISO 17025:2017 accreditation and DEA licensure. Ability to differentiate between hemp and marijuana through quantitation for botanicals, waxes, oils, tinctures and edibles. The ability to quantitate other drug compounds.
25. True forensic testing – utilization two different analytical techniques or analysis performed by similar analytical methods on two separate specimen aliquots.
26. Vendor must supply – collection kits specific for forensic cases, chain of custody forms, preprinted requisition forms, shipping packaging and labels.
27. Require current directory or online test catalog of comprehensive scope of tests available.
28. Vendor shall provide an annual positivity report that will be reviewed with a toxicologist/certifying scientist.

Medical Examiner's Office

29. The vendor must be capable of providing comprehensive forensic postmortem toxicology testing services for all autopsy cases performed by our agency, as well as for external cases submitted directly by coroners within our jurisdiction. This includes a full spectrum of screening and confirmatory testing for therapeutic medications, illicit drugs, novel psychoactive substances, alcohols, volatiles, and other toxicants across a wide range of postmortem specimens (blood, urine, vitreous humor, tissues, gastric contents, etc.), utilizing validated analytical methods with

appropriate limits of detection/quantitation and interpretive commentary suitable for medicolegal proceedings.

30. The vendor must adhere to strict chain-of-custody protocols for specimen receipt, storage, and reporting, and demonstrate capacity to handle projected annual case volume with defined turnaround times (routine and expedited options).
31. Vendor must have the ability to provide an automated electronic interface/integration with MDILog case management system (including bidirectional data exchange via API, FHIR, or equivalent secure protocol) for test ordering, real-time status updates, secure transmission of results directly into individual case files, and elimination of manual data entry or paper-based reporting.
32. The vendor must also support secure specimen transport logistics, provide all coroners within our jurisdiction with necessary supplies including dedicated printers, toxicology collection kits, label makers, as well as FedEx shipping packages and prepaid shippers to facilitate standardized and efficient specimen submission, provide detailed electronic reports in MDILog-compatible formats, and ensure compliance with all applicable state and federal privacy, security, and data-exchange standards.

Analytical Capabilities

[ADDED per amendment to IFB on July 21, 2026] It is acceptable if vendor does not employ all the instrumentation types listed as long as requirements of the requested testing are met. It is acceptable for vendor to provide the vast majority of the compounds from Lists 1, 2, 3, and 4.

- Immunoassay
- Thin Layer Chromatography
- Gas and Liquid Chromatography with Multiple detectors (GC/NPD, GC/FID, GC/MS, HPLC/UV, HPLC/Fluorescence, HPLC/EC, HPLC/DAD)
- ICP/MS – one shot broad screening for metals and metalloids (approximately 72 elements)
- GC/MS
- LC/MS
- LC/MS/MS
- LC/MS/TOF
- FTIR w/microscopy
- Ion Chromatography
- List specific compounds and reporting limits required for testing
- **KEY:**
 - ANAB- ANSI National Accreditation Board
 - ABFT – American Board of Forensic Toxicology
 - ME – Medical Examiner
 - NIDA – National Institute of Drug Abuse
 - SAMHSA – Substance Abuse Mental Health Service Administration
 - HHS – Health and Human Services
 - SOFT – Society of Forensic Toxicology
 - DEA – U.S. Drug Enforcement Administration
 - CAP – College of American Pathology
 - FTIR – Fourier Transform Infrared Spectrophotometry

- GC/MS – Gas Chromatography/Mass Spectrometry
- HPLC – High Performance Liquid Chromatography
- LC/MS – Liquid Chromatography/Mas Spectrometry
- TOF – Time of Flight

I. Service and Supplies Requirements

The successful contractor MUST:

1. Agree to provide, at no charge, a reasonable number of supplies for the collection and submission of specimens; to include specimen collection kits.
2. Agree to provide Federal express shipping supplies (preprinted, pre-paid airbills, and shipping packs) to facilitate Standard overnight delivery of specimens to the laboratory.
3. Agree to perform only those tests ordered.
4. Agree to provide laboratory results as follows:
 - Basic Postmortem Toxicology Panel: 10 -15 business days
 - Expanded Postmortem Toxicology Panel: 10 - 15 business days
 - Expanded with NPS Toxicology Panel: 10-15 business days
5. The vendor shall provide the following testing:
 - Designer Drugs must include drugs listed on “List 1”
 - Drugs of Abuse must include drugs listed on “List 1”
 - DUI/DUID/DRE Toxicology must include drugs listed on “List 1”
 - Heavy Metals must include drugs listed on “List 4”
 - Post-Mortem Toxicology must include drugs listed on “List 1”
 - Drug Facilitated Sexual Assault (must include drugs listed on “List 2”
 - Synthetic Cannabinoids must include drugs listed on “List 3”
 - Bath Salts must include drugs listed on “List 3”
6. Agree to provide services without regard to race, color, age, sex, national origin, religion, citizenship, disability, sexual orientation or veteran status, or any other legally protected status.
7. Client support, expert services, and a toxicologist available daily to answer client questions via phone and/or email and support testimony needs.
8. The Vendor is required to procure professional liability coverage in the amount of \$1,000,000.00 per occurrence for each year of the contract and offer proof of such coverage.

List 1- Drugs to be detected in postmortem or DUI blood, urine or tissue

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

Chlorpropamide
Chlorzoxazone
Cinnamoylcocaine
Cinnarizine
Citalopram / Escitalopram
Clemastine
Clomipramine
Clonidine
Clotrimazole
Clozapine
Cocaine / Metabolites
Coniine
Cotinine
Cyanide
Cyclizine
Cyclobenzaprine
Cyproheptadine
Descarboethoxyloratadine
Desipramine
Desmethylocitalopram
Desmethyloclopramine
Desmethyldoxepin
Desmethylnianserin
Desmethylnortazapine
Desmethylsertraline
Desmethylterbinafine
Desmethyltrimipramine
Dextro / Levo Methorphan
Dextrorphan / Levorphanol
Dibutylone
Dicyclomine
Diethylpropion
Diltiazem
Dimethyltryptamine
Diphenhydramine
Diphenoxylate
Disopyramide
Donepezil
Dothiepin
Doxapram
Doxepin
Doxylamine
Duloxetine
Duloxetine Breakdown Product
EDDP
EMDP
Ephedrine / Pseudoephedrine
Eslicarbazepine Acetate

Eszopiclone / Zopiclone Breakdown

Ethanol

Ethinamate

Ethosuximide

Ethotoin

Ethylecgonine

Ethylmorphine

Etomidate

Felbamate

Felodipine

Fentanyl

Flecainide

Fluconazole

Fluoxetine

Fluphenazine

Fluvoxamine

Gabapentin Breakdown Product

Galantamine

Glutethimide

Guaifenesin

Haloperidol

Hexobarbital

Hydroxybupropion

Hydroxychloroquine

Hydroxycotinine

Hydroxyzine

Ibuprofen

Imipramine

Isopropanol

Ketamine

Lacosamide

Lamotrigine

Laudanosine

Leucocrystal Violet

Levamisole

Levetiracetam

Levomilnacipran

Lidocaine

Loratadine

Lorcainide

Loxapine

Maprotiline

mCPP

MDA

MDEA

MDMA

Meclizine

Mefloquine

Memantine
Meperidine
Mephentermine
Mepivacaine
Meprobamate
Mescaline
Mesoridazine
Metaxalone
Methadone
Methamphetamine
Methanol
Methaqualone
Metharbital
Methocarbamol
Methotrimeprazine
Methoxetamine
Methsuximide
Methylphenidate
Methylprimidone
Metoclopramide
Metoprolol
Metronidazole
Mexiletine
Mianserin
Milnacipran
Mirtazapine
Molindone
Monoethylglycinexylidide (MEGX)
N-Acetylprocainamide
N-Desmethylselegiline
N-Ethyl Pentylone
Naproxen
Naproxen Breakdown Product
Nevirapine
Nicotine
Nifedipine
Norclozapine
Norcodeine
Norcyclobenzaprine
Norfentanyl
Norfluoxetine
Norhydroxyzine
Norketamine
Normeperidine
Normethsuximide
Noroxycodone
Norpropoxypheneamide
Norpseudoephedrine / Phenylpropanolamine

Nortriptyline
O-Desmethylvenlafaxine
Ondansetron
Opiates
Orphenadrine
Other Findings
Oxcarbazepine
Oxybutynin
Oxycodone / Oxymorphone
Oxymetazoline
Papaverine
Paroxetine
PEMA
Pentazocine
Pentobarbital
Pentoxifylline
Pergolide
Phenacetin
Phenazepam
Phencyclidine
Pheniramine
Phenobarbital
Phensuximide
Phentermine
Phenylbutazone
Phenylethylmalonamide (PEMA)
Phenyltoloxamine
Phenytoin
Piperazine Designer Drugs
Primidone
Procainamide
Procaine
Prochlorperazine
Procyclidine
Promazine
Promethazine
Propafenone
Propofol
Propoxyphene
Protriptyline
Pyrilamine
Pyrimethamine
Quetiapine
Quinidine
Quinine
Reboxetine
Ropinirole
Ropivacaine

Rufinamide
Salicylates
Scopolamine
Secobarbital
Sertraline
Strychnine
Sufentanil
Synthetic Opioids
Talbutal
Tamoxifen
Tapentadol
Terbinafine
Tetracaine
Tetrahydrozoline
TFMPP
Thenyldiamine
Theobromine
Theophylline
Thiopental
Thioridazine
Thiothixene
Ticlopidine
Tiletamine
Timolol
Tocainide
Topiramate Breakdown Product
Tramadol
Tramadol Metabolite
Trazodone
Trifluoperazine
Trihexyphenidyl
Trimethobenzamide
Trimethoprim
Trimipramine
Venlafaxine
Venlafaxine Metabolite
Verapamil
Xylazine
Yohimbine
Zaleplon
Zolazepam
Zolpidem
Zonisamide
Zotepine

List 2-Drugs to be detected in Sexual Assault Screen in blood or urine

1-Hydroxymiddazolam

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

Butabarbital
Butalbital
Butorphanol
Butorphanol-Free
Butorphanol-Total
Caffeine
Cannabinoids
Carbamazepine
Carbamazepine-10,11 Epoxide
Carbinoxamine
Carbromal
Carisoprodol
Cathine/Phenylpropanolamine
Cathinone
Cetirizine
Chlorcyclizine
Chlordiazepoxide
Chlormezanone
Chlorophene
Chlorpheniramine
Chlorphentermine
Chlorpromazine
Chlorpropamide
Chlorzoxazone
Cinnamoylcocaine
Cinnarizine
Cis-Thiothixene
Citalopram / Escitalopram
Clemastine
Clobazam
Clomipramine
Clonazepam
Clotrimazole
Clozapine
Cocaethylene
Cocaine
Cocaine / Metabolites X
Codeine-Free X
Codeine-Total X
Coniine
Cotinine
Cyclizine
Cyclobenzaprine
Cyproheptadine
Delta-9 Carboxy THC
Delta-9 THC X
Desalkyflurazepam
Descarboethoxyloratadine

Desipramine
Desmethylocitalopram
Desmethyloclopramine
Desmethyldoxepin
Desmethylnianserin
Desmethylnirtazapine
Desmethylertraline
Desmethylerbinafine
Desmethylerimipramine
Dextro / Levo Methorphan
Dextrorphan / Levorphanol
Diacetylmorphine
Diazepam
Dicyclomine
Diethylpropion
Dihydrocodeine/Hydrocodone- Free
Dihydrocodeine/Hydrocodone- Total
Diltiazem
Dimethyltryptamine
Diphenhydramine
Diphenoxylate
Disopyramide
Donepezil
Dothiepin
Doxapram
Doxepin
Doxylamine
Duloxetine
Duloxetine Artifact
EDDP
EMDP
Endoxifen
Ephedrine
Ephedrine / Pseudoephedrine
Estazolam
Eszopiclone / Zopiclone
Eszopiclone / Zopiclone Breakdown
Ethanol
Ethinamate
Ethosuximide
Ethotoin
Ethylecgonine
Ethylmorphine
Etodolac (Methyl Artifact)
Etodolac Breakdown
Etomidate
Felodipine
Fenfluramine

Fenoprofen (Methyl Artifact)
Fentanyl
Flecainide
FLunitrazepam
Fluoxetine
Fluphenazine
Fluphenazine Overdose
Flurazepam
Fluvoxamine
Gabapentin
Galantamine
Gamma-Hydroxybutyric Acid
Gemfibrozil
Glutethimide
Guaifenesin
Haloperidol
Hexobarbital
Hydrastine
Hydrocodone-Free
Hydrocodone-Total
Hydromorphone-Free
Hydromorphone-Total
Hydroxybupropion
Hydroxychloroquine
Hydroxycotinine
Hydroxyethylflurazepam
Hydrixytriazolam
Hydroxyzine
Ibuprofen
Imipramine
Isopropanol
Ketamine
LSD
Lamotrigine
Laudanosine
Leucocrystal Violet
Leucocrystal Violet Artifact
Levamisole
Levetiracetam
Lidocaine
Loratadine
Lorazepam
Lorcainide
Loxapine
MBDB
Maprotiline
MDA
MDEA

MDMA
Mazindol
Meclizine
Mefloquine
Memantine
Meperidine
Mephentermine
Mephenytoin
Mephobarbital
Mepivacaine
Meprobamate
Mescaline
Mesoridazine
Metaxalone
Methadone
Methamphetamine
Methanol
Methapyrilene
Methaqualone
Metharbital
Methcathinone
Methdilazine
Methocarbamol
Methohexital
Methorphan
Methotrimeprazine
Methsuximide
Methylecgonine
Methylephedrine
Methylphenidate
Methylprimidone
Methylpropylsuccinimide
Methypylon
Metoclopramide
Metoprolol
Mexiletine
Mianserin
Midazolam
Mirtazapine
Molindone
Monoethylglycinexylidide (MEGX)
Morphine-Free
Morphine-Total
N-Acetylprocainamide
N-Benzylpiperazine
N-Desalkylalfentanil
N-Desalkylsufentanil
N-Desmethylelegiline

N-Ethylamphetamine
N-Desmethyltamoxifen
NAPA
Nalbuphine-Free
Nalbuphine-Total
Naloxone-Free
Naloxone-Total
Naltrexone
Naltrexone-Free
Naltrexone-Total
Naproxen
Naproxen (Methyl Artifact)
Nevirapine
Nicardipine
Nicotine
Nifedipine
Nitrazepam
Norbuprenorphine- Free X
Norbuprenorphine- Total X
Norclozapine
Norcodeine
Norcyclobenzaprine
Nordiazepam
Norfenfluramine
Norfentanyl
Norflunitrazepam
Norfluoxetine
Norhydroxyzine
Norketamine
Normeperidine
Normephenytoin
Normethsuximide
Noroxycodone
Norpropoxyphene
Norpropoxypheneamide
Norpseudoephedrine
Nortriptyline
O-Desmethyltramadol
O-Desmethylvenlafaxine
Olanzapine
Opiates
Orphenadrine
Other Findings
Oxazepam
Oxcarbazepine
Oxcarbazepine Breakdown
Oxybutynin
Oxycodone

Oxycodone-Free
Oxycodone-Total
Oxymetazoline
Oxymorphone-Free
Oxymorphone-Total
Oxyphenbutazone
Papaverine
Para-Methoxy-Amphetamine
Paroxetine
Pentazocine
Pentobarbital
Pentoxifylline
Pentoxifylline Artifact
Pergolide
Phenacetin
Phenclidine
Phendimetrazine
Pheniramine
Phenobarbital
Phensuximide
Phentermine
Phenylbutazone
Phenylethylmalonamide (PEMA)
Phenylpropanolamine
Phenyltoloxamine
Phenytoin
Prazepam
Primidone
Procainamide
Procaine
Prochlorperazine
Procyclidine
Promazine
Promethazine
Propafenone
Propiomazine
Propofol
Propoxyphene
Protriptyline
Pseudoephedrine
Pyrilamine
Pyrimethamine
Quetiapine
Quinidine
Quinine
Ramelteon
Reboxetine
Ritalinic Acid

Ropinirole
Ropivacaine
Scopolamine
Secobarbital
Selegiline
Sertraline
Strychnine
Sufentanil
TFMPP
Talbutal
Tamoxifen
Temazepam
Terbinafine
Tetracaine
Tetrahydrozoline
Thenyldiamine
Theobromine
Theophylline
Thiamylal
Thiopental
Thioridazine
Thiothixene
Ticlopidine
Tiletamine
Timolol
Tocainide
Topiramate
Tramadol
Tramadol Metabolite
Tranylcypromine
Trazodone
Trazodone Metabolite
Triazolam
Trifluoperazine
Triflupromazine
Trihexyphenidyl
Trimethobenzamide
Trimeprazine
Trimethoprim
Trimipramine
Tripelennamine
Triprolidine
Venlafaxine
Venlafaxine Metabolite
Verapamil
Warfarin
Xylazine
Yohimbine

Zaleplon
Zolazepam
Zolpidem
Zonisamide
Zotepine

List 3-Synthetic cannabinoids and bath salts to be detected in blood or urine

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

JWH-203
JWH-210
JWH-250
MAM-2201 Pentanoic Acid Metabolite
MBZP
MCPD
MDA
MDEA
MDMA
MDPV
Mephedrone
Methamphetamine
Methcathinone
Methedrone
Methoxetamine
Methylone
Mitragynine
Naphyrone
O-Desmethyltramadol
PB-22 3-Carboxyindole Metabolite
Pentedrone
PMA
Pantylone
Phenazepam
Pyrovalutone
RCS-4
RCS-8
TFMPP
Tramadol
UR-144
XLR-11

List 4- Heavy Metals to be detected in blood or urine or tissues

Arsenic
Cadmium
Chromium
Lead
Manganese
Mercury
Nickel
Thallium

II. Reports and Records Requirements

The successful contractor Must:

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

Technical

- Vendor's technical response must successfully demonstrate the capability to meet the IFB requirements. This includes providing responses documenting the ability to meet the required specifications for all services noted within this document.
- The Individual/Individuals *must submit with bid* evidence to demonstrate that they have performed the same or substantially similar Forensic Testing at least 50 times in the last 5 years. Please provide the agency for which the installations were completed, the contact person and information (phone and email), and a description of the scope and quantity of work performed. This information should be listed on Attachment C.
- **There is no guaranteed number of Forensics Tests to be completed. Forensics Testing has to be approved and certified. Once the Mississippi Forensics Laboratory has determine the Company can meet our specifications, the Mississippi Forensics Laboratory will certify in some form accordingly per Forensics Test.**

2.2.1 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 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 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.

- 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 detailed 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.