

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 met 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, “TheMDPS 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 contract 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