

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

1. Parties. This contractual agreement is entered into by and between the Mississippi Department of Public Safety (hereinafter “DPS” or “Agency”) and PinPoint Testing, LLC (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for DPS to engage Contractor to provide certain professional services.
3. Period of Performance. The period of performance of this agreement shall commence upon signature of both parties, but not prior to September 2, 2026, and shall terminate September 1, 2027.
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. 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”, which are attached hereto and made a part hereof by reference.
7. Consideration. As consideration for the performance of the services referenced above, DPS agrees to compensate Contractor as provided in Attachment C.
8. 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, General Counsel]

For the Contractor: Jeffery H. Moran, Ph.D., Chief Executive Officer
PinPoint Testing, LLC
13 Childrens Way, R2109
Little Rock, Arkansas 72202
Jeffery.Moran@pinpointtesting.com
501.364.6555

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

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

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 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: _____
Jeffery H. Moran, Ph.D.
Chief Executive Officer
PinPoint Testing, LLC

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 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, 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. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Mississippi Department of Public Safety 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.
18. 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.

19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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.
28. 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.
29. 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.
30. 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.

31. 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.

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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 services detailed below and further described in Attachment D. Services shall include, but are not limited to, the following:

Contractor shall provide consulting services for the implementation and validation of a LCMS/MS confirmation method(s) for the measurement of drugs of abuse in blood samples for the investigation of DUID cases. The method(s) must meet the rigorous analytical requirements defined by ASS/ANSI Standard 036 and requirements established by DPS Mississippi Forensics Laboratory (MFL). Contractor will support both remote and onsite activities to assist in the research and development, optimization, and validation of MFL's targets of interest on two (2) Agilent 6475 systems.

COMPENSATION

In furtherance of the performance of the services referenced above, DPS agrees to compensate the Contractor the estimated amount of \$79,260.00. Rates and purchases under this Agreement shall be subject to any limitations contained in Attachment D. 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.

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:

Tracey Herron, MFL Procurement
Mississippi Department of Public Safety
215 Allen Stuart Drive
Pearl, Mississippi 39208
THerron@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 \$79,260.00.

ATTACHMENT D: STATEMENT OF WORK

Contractor's services shall be in accordance with the quote below and the attached documentation submitted to DPS as a statement of work [17 total pages]. A reasonable allowance for contingencies shall be included for market conditions at the time of the written quote and for unanticipated changes required in the work of this project.

Products & Services

Item Number	Item Name	Item Description	Quantity	Unit Price	Total
PPT-40007	Validation Services - Virtual & Onsite	The Mississippi Forensic Laboratory (MFL) has engaged PinPoint Testing to provide consulting services for the implementation and validation of a LC-MS/MS confirmation method(s) for the measurement of drugs of abuse in blood samples for the investigation of DUID cases. The method(s) must meet the rigorous analytical requirements defined by ASB/ANSI Standard 036 and requirements established by the MFL laboratory. PinPoint Testing's consulting team will support both remote and onsite activities to assist in the research and development, optimization, and validation of MFL's targets of interest on 2 x Agilent 6475 systems.	1	\$79,260.00	\$79,260.00
One-time subtotal					\$79,260.00
Total					\$79,260.00