

Request for Proposal RFP#3120000568

To

Provide Testing and Reporting Services for Forensic
Toxicology

For

MS Crime Laboratory

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Specifications/Scope of Work
Solicitation No: RFP# 3120000568

INVITATION: Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until Tuesday, January 5, 2016, 2:00 p.m. local time for furnishing the services as described below for the Mississippi Crime Laboratory.

DESCRIPTION: The Mississippi Crime Laboratory (MSCL) is hereby requesting written proposals to provide testing and reporting services for Forensic Toxicology.

The Mississippi Crime Laboratory will receive proposals from firms having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by the Mississippi Crime Laboratory may be included elsewhere in the solicitation. Unless otherwise stated, all offerors shall provide profiles and resumes' of the staff to be assigned to the project, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the offerors' expertise in the area of the solicitation.

SPECIFICATIONS, TERMS AND CONDITIONS FOR SERVICES

Background

The Mississippi Crime Laboratory provides Forensic Toxicology for the State in the area of death investigation (medical examiner's office) and traffic related impairment (Implied Consent DUI). Testing for drugs in cases involving the operation of motor vehicles is mandated by state statute 63-11-5. Often times, persons are operating motor vehicles while impaired. Most of the time, impairment is due to drinking alcohol. The next most frequent cause of that impairment is because of the influence of drugs either prescription drugs or illegal drugs, there will be a need to have an analytical toxicological drug testing completed.

Death investigation toxicology testing is required to aid forensic pathologist to determine the cause and manner of death. Post mortem toxicology can help determine if drugs played a role in the cause of death. There are times the death was because of an overdose of drugs that could have been accidental, suicidal or homicidal. Also death could have been caused by non-compliance (not taking prescribed medication) of the deceased.

As the number of test requests and the different types of requests continue to grow, it is necessary to outsource some of the required testing to a suitable reference laboratory.

Scope

The Mississippi Crime Laboratory is requesting proposals to procure forensic toxicology testing services on behalf of the State. MSCL will select one vendor to award the contract to provide testing services.

Description, Estimated Subject Quantities and Period of Performance

The one-year multi-term contract period of performance will be March 1, 2016 through February 28, 2017 with option of four yearly renewals under the same terms and conditions as original contract. Contract renewals will be evaluated based on the availability of funds, changes in program direction, ability of the contractor to meet scheduled deliveries and milestones in a satisfactory manner and satisfactorily performing all duties of the contract. There will be approximately 825 subjects. The samples tested will consist mainly of blood in gray top tubes. There will be urine, vitreous fluid and other body tissues submitted on lesser occasions.

- 1. The Vendor shall be ISO/IEC 17025:2005 or ABFT compliant.**
- 2. The Vendor shall provide the following testing:**
 - a. Designer Drugs must include drugs listed on “List 1”**
 - b. Drugs of Abuse must include drugs listed on “List 1”**
 - c. DUI/DUID/DRE Toxicology must include drugs listed on “List 1”**
 - d. Heavy Metals must include drugs listed on “List 4”**
 - e. Post Mortem Toxicology must include drugs listed on “List 2”**
 - f. Drug Facilitated Sexual Assault (must include drugs listed on “List 2”**
 - g. Synthetic Cannabinoids must include drugs listed on “List 3”**
 - h. Bath Salts must include drugs listed on “List 3”**

EVALUATION PROCEDURES AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

Qualifications of Offerors: MSCL may make reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to MSCL all information for this purpose that may be requested. The personnel, equipment and facilities, to perform the services currently available or demonstrated to be made available at the time of contracting shall be provided. MSCL reserves the right to reject any offer if the evidence submitted by, or investigation of, the Offeror fails to satisfy MSCL that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein.

A selection committee made up of qualified MSCL staff shall review and evaluate all replies. The selection committee shall have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

Step I: Proposals shall be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications shall be rejected immediately, receiving no further consideration.

Offeror's Written Proposal Shall Contain the Following Minimum Information:

- (1) name of consultant, location of consultant's principal place of business, and the place of performance of the proposed contract;
- (2) age of consultant's business and the average number of employees over the past three (3) years;
- (3) resume' listing abilities, qualifications and experience of all individuals who shall be assigned to provide the required services;
- (4) a brief statement describing the Offeror's background information, history, resources and/or track record;
- (5) listing of three (3) contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least two (2) references for current contracts or those awarded during the past three (3) years (in the proposal, list three (3) projects to include the names and addresses of the projects, the scope of the project and the names and telephone numbers of the clients for reference purposes. All information in the proposal must be completed. Incomplete proposals will be rejected.);
- (6) a plan giving as much detail as is practical explaining how the services will be performed; and,

- (7) an estimate of price which shall be submitted for price per panel/test offered. Panel/test must include drugs listed on "Lists 1, 2, 3 and 4."

Step II: Proposals that satisfactorily complete Step I shall be reviewed/analyzed to determine if the proposal adequately meets the needs of MSCL. **The following is the rating criteria for the outsource laboratory conducting forensic toxicology testing services. A rating of 1-5, with 5 being the highest, can be assigned to each criterion. Each criterion is assigned a weight which is listed below. Total points for each criterion is determined by the weight times the rating. The overall total points a vendor can receive is 100 points.**

1. The overall quality of the proposed plan for performing the required services. Vendor must provide the following information in its proposed plan. (Critical-weight 5 points).

- a. **Turnaround Time**

MSCL seeks an accredited laboratory with the shortest average turnaround times. Vendor must provide the turnaround time for each type of test.

- b. **Detection Limits**

MSCL seeks an accredited laboratory with the lowest detection limits for commonly prescribed and abused drugs. Vendor must include in the proposed plan its detection limits.

- c. **Sample Size**

MSCL seeks an accredited laboratory that can provide testing on the least amount of samples that is practicable for driving impairment cases and post mortem death investigation cases. Vendor must include sample sizes for each type of test.

- d. **Types of Test**

MSCL seeks an accredited laboratory that can provide the most comprehensive testing for those drugs, volatile compounds and other abused substances that might be detected in a driving impairment case or a post mortem death investigation case. MSCL seeks Qualitative, Quantitative and Bundled panels. Vendor must state the type of test offered.

2. The ability to perform the services as reflected by technical training and education, general experiences, specific experiences in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. (Critical- weight 5 points)

3. The personnel, equipment and facilities to perform the services currently available or demonstrated to be made available at the time of the contacting. (Important- weight 2 point)
4. A record of past performance of similar work. (Critical- weight 5 points)
5. Price-points will be awarded based on price per panel/test offered. Panel/test must include drugs listed on "Lists 1, 2, 3 and 4." (Very Important –weight 3 points)

Step III MSCL may contact the Offeror whose proposal best meets MSCL's needs (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties.

RESPONSE FORMAT

The following response format shall be used for all submitted proposals:

- A. Management Summary:** Provide a cover letter indicating the underlying philosophy of the Offeror in providing the service.
- B. Proposal:** Describe in detail how the service shall be provided. Include a description of major tasks and subtasks. A timeline for execution shall be included in this section.
- C. Corporate experience and capacity:** Describe the experience of the Offeror in providing the service, give number of years that the service has been delivered and provide a statement on the extent of any corporate expansion required to handle the service.
- D. Personnel:** Attach resumes of all those who shall be involved in the management of this project that include their experience in the area of service delivery. Indicate the level of involvement by principals of the Offeror in the day-to-day operation of the contract.
- E. References:** Offerors shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience on two projects completed within the last three years that included customized testing and reporting services for Forensic Testing, similar to the requirements specified. Include the name of the organization, the length of the contract, a brief summary of work, and the name and telephone number of a responsible contact person. Explain the similarity of the projects to the MSCL project.
- F. Acceptance of conditions:** Indicate any exceptions to the proposal document terms, conditions and requirements.

G. Additional data: Provide any additional information that shall aid in evaluation of the response.

H. Cost data: Estimate the cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your Proposal is chosen as a finalist.

I. Proof of Insurance

DEBRIEFING REQUEST

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

Unless good cause exists for delay, the debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to MS Department of Public Safety.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-112 through 7-112.07, Post-Award Vendor Debriefing, of the Mississippi Personal Service Contract Review Board's Rules and Regulations.

WRITTEN QUESTION AND ANSWER SCHEDULE

Written questions or clarifications will be accepted by email from 8:00 a.m. local time, from Monday, December 7, 2015 until Monday, December 14, 2015 5:00 p.m. local time to btoles@dps.ms.gov or stoaster@dps.ms.gov. No further inquiries will be accepted after that time. Answers to written questions or clarifications will be provided by email no later than 5:00 p.m. local time, December 21, 2015. If it is determined that an

amendment to the RFP will be issued, it will be provided by email with sufficient time to respond to the RFP.

PROPOSAL SUBMISSION

Proposals for RFP #3120000568 will be accepted until 2:00 p.m. local time, Tuesday, January 5, 2016. Proposals should be received at MS Department of Public Safety, Procurement Department, Room 402, 1900 East Woodrow Wilson Boulevard, Jackson, MS 39216. Offerors shall submit all **signed** proposals in a **sealed envelope** or package to:

MS Department of Public Safety, Procurement Department,
Attn: Betsy Toles or Sonya Toaster
1900 East Woodrow Wilson Boulevard,
Room 402, Jackson, MS 39216.

Timely submission of the proposal is the responsibility of the Offeror. Offers received after the specified time shall be rejected and returned to the Offeror unopened. **Please note that no facsimile or electronic mail proposals will be accepted. The envelope or package shall be clearly marked "Sealed Proposal" and show the proposal number in the lower left hand corner on the outside of the envelope or package.** Each page of the proposal and all attachments shall be identified with the name of the Offeror. Proposers shall submit one (1) signed and dated original (marked original) proposal, one electronic copy on a compact disc in Word or pdf format, and five (5) paper copies.

LIST 1

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

1-Hydroxymidazolam
10-Hydroxycarbazepine
11-Hydroxy Delta-9 THC
2C-B
2C-E
5-MeO-DALT
6-Monoacetylmorphine
6-Monoacetylmorphine - Free
7-Amino Clonazepam
7-Amino Flunitrazepam
7-Hydroxymitragynine
9-Hydroxyrisperidone
Acetaminophen
Acetone
Acetyl Fentanyl
Alfentanil
Alpha-Hydroxyalprazolam
Alprazolam
Amitriptyline
Amobarbital
Amoxapine
Amphetamine
Aripiprazole
Atomoxetine
Atropine
BZP
Barbiturates
Benzocaine
Benzodiazepines
Benzoyllecgonine
Benztropine
Blood Alcohol Concentration (BAC)
Bromo-Dragon FLY
Brompheniramine
Bupivacaine
Buprenorphine
Buprenorphine - Free
Buprenorphine / Metabolite
Bupropion
Bupropion Metabolite
Buspirone
Butabarbital
Butalbital
Butorphanol
Butorphanol - Free
Caffeine
Cannabinoids
Carbamazepine
Carbamazepine-10, 11 Epoxide
Carbinoxamine
Carbromal
Carisoprodol
Cathine / Phenylpropanolamine

Cephaeline
Cetirizine
Chlordiazepoxide
Chlorpheniramine
Chlorpromazine
Chlorpropamide
Cis-Thiothixene
Citalopram / Escitalopram
Clobazam
Clomipramine
Clonazepam
Clonidine
Clozapine
Cocaethylene
Cocaine
Cocaine / Metabolites
Codeine
Codeine - Free
Cotinine
Cyclizine
Cyclobenzaprine
Delta-9 Carboxy THC
Delta-9 THC
Desalkylflurazepam
Desethylvaridenafil
Desipramine
Desmethyldesmethylclomipramine
Desmethyldoxepin
Desmethylsertraline
Desmethyisibutramine
Desmethyltrimipramine
Dextro / Levo Methorphan
Dextrorphan / Levorphanol
Diacetylmorphine
Diacetylmorphine - Free
Diazepam
Dicyclomine
Didesmethyisibutramine
Dihydrocodeine / Hydrocodol
Dihydrocodeine / Hydrocodol - Free
Diltiazem
Diphenhydramine
Diphenoxylate
Donepezil
Doxepin
Doxylamine
Duloxetine
EDDP
Emetine
Ephedrine
Ephedrine / Pseudoephedrine
Estazolam
Eszopiclone / Zopiclone
Ethanol
Ethosuximide
Ethotoin

Ethylmorphine
Etodolac
Etomidate
Fentanyl
Flecainide
Flunitrazepam
Fluoxetine
Fluphenazine
Fluphenazine Overdose
Flurazepam
Fluvoxamine
Glimepiride
Glipizide
Glutethimide
Glyburide
Guaifenesin
Haloperidol
Hydrocodone
Hydrocodone - Free
Hydromorphone
Hydromorphone - Free
Hydroxybupropion
Hydroxychloroquine
Hydroxyethylflurazepam
Hydroxytriazolam
Hydroxyzine
Ibuprofen
Iloperidone
Imipramine
Indomethacin
Isopropanol
Itraconazole
Ketamine
Ketoconazole
Ketoprofen
LSD
Lacosamide
Lamotrigine
Laudanosine
Levamisole
Levetiracetam
Lidocaine
Lorazepam
Loxapine
MDA
MDEA
MDMA
MDPV
Maprotiline
Meclizine
Mefloquine
Memantine
Meperidine
Mephedrone
Mephenytoin
Mephobarbital

Mepivacaine
Meprobamate
Mescaline
Mesoridazine
Metaxalone
Methadone
Methamphetamine
Methanol
Methapyrilene
Methaqualone
Methcathinone
Methedrone
Methocarbamol
Methorphan
Methylephedrine
Methylone
Methylphenidate
Metoclopramide
Metoprolol
Mexiletine
Midazolam
Mirtazapine
Mitragynine
Monoethylglycinexylidide (MEGX)
Morphine
Morphine - Free
N-Acetylprocainamide
N-Desmethylsildenafil
Nalbuphine
Nalbuphine - Free
Naloxone
Naltrexone
Naltrexone - Free
Naproxen
Nicotine
Nifedipine
Norbuprenorphine - Free
Norbuprenorphine - Total
Norclozapine
Nordiazepam
Norfentanyl
Norflunitrazepam
Norfluoxetine
Norketamine
Normeperidine
Normethsuximide
Norpropoxyphene
Norpropoxypheneamide
Norpseudoephedrine
Norpseudoephedrine / Phenylpropanolamine
Nortriptyline
O-Desmethyltramadol
O-Desmethylvenlafaxine
Olanzapine
Opiates
Orphenadrine

Other Findings
Oxazepam
Oxycodone
Oxycodone - Free
Oxymorphone
Oxymorphone - Free
PMA
Papaverine
Paroxetine
Pentazocine
Pentobarbital
Perphenazine
Phenacetin
Phenazepam
Phencyclidine
Phendimetrazine
Pheniramine
Phenmetrazine
Phenobarbital
Phensuximide
Phentermine
Phenylethylmalonamide (PEMA)
Phenylpropanolamine
Phenyltoloxamine
Phenytoin
Primidone
Procainamide
Prochlorperazine
Promazine
Promethazine
Propoxyphene
Protriptyline
Pseudoephedrine
Psilocin
Pyrilamine
Quetiapine
Quinidine
Quinine
Ramelteon
Ramelteon M-II
Risperidone
Risperidone and 9-Hydroxyrisperidone - Total
Ritalinic Acid
Salicylate
Salicylates
Salvinorin B
Scope Statement
Secobarbital
Selegiline
Sertraline
Sibutramine
Sildenafil
Strychnine
Sufentanil
TFMPP
Tadalafil

Tapentadol
Tapentadol - Free
Temazepam
Tetrahydrozoline
Theobromine
Theophylline
Thiopental
Thioridazine
Thiothixene
Ticlopidine
Tiletamine
Topiramate
Tramadol
Tranlycypromine
Trazodone
Triazolam
Trifluoperazine
Trihexyphenidyl
Trimipramine
Triprolidine
Vardenafil
Venlafaxine
Verapamil
Voriconazole
Warfarin
Xylazine
Yohimbine
Zaleplon
Ziprasidone
Zolazepam
Zolpidem
Zonisamide
mCPP

Carbon monoxide
Cyanide

LIST 2

Drugs to be detected in Sexual assault screen in blood or urine.

1-Hydroxymidazolam
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
Alphaprodine
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
Blood Alcohol Concentration (BAC)
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
Desalkylflurazepam
Descarboethoxyloratadine

Desipramine
Desmethylcitalopram
Desmethyldomipramine
Desmethyldoxepin
Desmethylnianserin
Desmethylnortazapine
Desmethylertraline

Desmethylerbinafine
Desmethytrimipramine
Dextro / Levo Methorphan
Dextrorphan / Levorphanol
Diacetylmorphine
Diazepam
Dicyclomine
Diethylpropion
Dihydrocodeine / Hydrocodol - Free
Dihydrocodeine / Hydrocodol - Total
Diltiazem
Dimethyltryptamine
Diphenhydramine
Diphenoxylate
Disopyramide
Donepezil
Dothiepin
Doxapram
Doxepin
Doxylamine
Duloxetine
Duloxetine Artifact
EDDP
EMDP
Endoxifen
Ephedrine
Ephedrine / Pseudoephedrine
Estazolam
Eszopiclone / Zopiclone
Eszopiclone / Zopiclone Breakdown
Ethanol
Ethinamate
Ethosuximide
Ethotoin
Ethylecgonine
Ethylmorphine
Etodolac (Methyl Artifact)
Etodolac Breakdown
Etomidate
Felodipine
Fenfluramine
Fenoprofen (Methyl Artifact)
Fentanyl
Flecainide
Fluconazole
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
Hydroxytriazolam
Hydroxyzine
Ibuprofen
Imipramine
Isopropanol
Ketamine
LSD
Lamotrigine
Laudanosine
Leucocrystal Violet
Leucocrystal Violet Artifact
Levamisole
Levetiracetam
Lidocaine
Loratadine
Lorazepam
Lorcainide
Loxapine
MBDB
MDA
MDEA
MDMA
Maprotiline
Mazindol
Meclizine
Mefloquine
Memantine
Meperidine
Mephentermine
Mephentyoin
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-desmethyitamoxifen
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
Phencyclidine
Phendimetrazine
Pheniramine
Phenmetrazine
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
Thenylidamine
Theobromine
Theophylline
Thiamylal
Thiopental
Thioridazine
Thiothixene
Ticlopidine
Tiletamine
Timolol
Tocainide
Topiramate
Tramadol
Tramadol Metabolite
Tranylcypromine
Trazodone
Trazodone Metabolite
Triazolam
Trifluoperazine
Triflupromazine
Trihexyphenidyl
Trimetopazine
Trimethobenzamide
Trimethoprim
Trimipramine
Tripelennamine
Triprolidine
Venlafaxine
Venlafaxine Metabolite

Verapamil
Warfarin
Xylazine
Yohimbine
Zaleplon
Zolazepam
Zolpidem
Zonisamide
Zotepine

GENERAL TERMS AND CONDITIONS

PLEASE NOTE ALL CLAUSES IN THIS SECTION WILL BE INCLUDED IN ANY RESULTING CONTRACT.

APPLICABLE LAW

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

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MSCL (MS Crime Lab) to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of State and/or Federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MSCL, the MSCL shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the MSCL of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capital Street, Suite 800, Jackson, MS, 39201 for inspection, or downloadable at www.mspsb.ms.gov.

STOP WORK ORDER

(1) **Order to Stop Work:** The procurement officer, may, by written order to the offeror at any time, and without notice to any surety, require the offeror to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the offeror, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the offeror shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the offeror shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or offeror price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the offeror's properly allocable to, the performance of any part of this contract; and,

(b) the offeror asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

CONTRACT TERMS

The contract will be awarded as a multi-term contract with option of four yearly renewals under the same terms and conditions as original contract.

RENEWAL OF CONTRACTS

The contract may be renewed at the discretion of the agency upon written notice to the contractor at least 60 days prior to the contract anniversary date for a period of one year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed one.

RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate the Mississippi Crime Laboratory to execute a contract with any other party. The Mississippi Crime Laboratory reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the Mississippi Crime Laboratory.

EXCEPTIONS AND DEVIATIONS

Offerors taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written. Conditional or qualified offerors, unless specifically allowed, shall be subject to rejection in whole or in part.

REPRESENTATION REGARDING CONTINGENT FEES

The offeror/contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the offeror's RFP or proposal.

REPRESENTATION REGARDING GRATUITIES

The contractor represents that it has not violated, is not violating, and promises that it shall not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Rules and Regulations*.

ACKNOWLEDGMENT OF AMENDMENTS

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the RFP, by identifying the amendment number and date in the space provided for this purpose on the RFP form or by letter. The acknowledgment must be received by the MSCL by the time and at the place specified for receipt of RFPs.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

E-PAYMENT

Offeror agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency

COMPLIANCE WITH LAWS

The Contractor understands that the MSCL 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 the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

E-VERIFICATION

Offeror represents and warrants that it shall ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, and shall register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the legal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Offeror agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Offeror further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Offeror to the following:

- (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Offeror by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

- (3) both--in the event of such termination/cancellation, Offeror would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

COMPETITIVE NEGOTIATION

The proposal method to be used is that of competitive negotiation from which MSCL is seeking the best combination of price, experience and quality of service. Discussions may be conducted with the offerors/proposers who submit proposals determined to be reasonably susceptible of being selected for award, but that proposals may be accepted without such discussions; and based on factors listed in Step II of the Request for Proposal. MSCL also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

INSURANCE REQUIREMENTS

The successful offeror/proposer will be required to procure professional liability coverage in the amount of \$1,000,000 per occurrence for each year of the contract and offer proof of such coverage. Proof of insurance coverage is required to be submitted with the Offeror's proposal.

REJECTION OF PROPOSALS

Proposals that do not conform to the requirements set forth in this RFP may be rejected by MSCL. Proposals may be rejected for reasons that include, but are not limited to, the following:

- A. The proposal contains unauthorized amendments to the requirements of the RFP.
- B. The proposal is conditional.
- C. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- D. The proposal is not received by the deadline.
- E. The proposal is not signed by an authorized representative of the party.
- F. The proposal contains false or misleading statements or references.
- G. The proposal does not offer to provide all services required by the RFP.

NONCONFORMING TERMS AND CONDITIONS

A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive. The Mississippi Crime Laboratory reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Mississippi Crime Laboratory of non-responsiveness based on the submission of nonconforming terms and conditions.

ACCEPTANCE OF PROPOSALS

MSCL reserves the right in its sole discretion to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal or give one party an advantage or benefit not enjoyed by other parties or adversely impact the interest of MSCL. Waivers when granted shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract.

EXPENSES INCURRED IN PREPARING OFFERS

The Mississippi Crime Laboratory accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the offeror.

DISPOSITION OF PROPOSALS

All submitted proposals become the property of MSCL.

PROPRIETARY INFORMATION

The offeror/proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

DEBARMENT

By submitting a proposal the Offeror certifies that it is not currently debarred from submitting proposal for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting RFPs for contracts issued by any political subdivision or agency of the State of Mississippi.

FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the MS Crime Laboratory immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MS Crime Laboratory determines it to be in its best interest to terminate the agreement..

CONFIDENTIALITY

The offeror/contractor shall agree to assure the confidentiality of any records obtained from MSCL as required by State and Federal privacy laws. No information, documents or other material provided to or prepared by the offeror deemed confidential by MSCL pursuant to State and Federal privacy laws, shall be made available to any person or

organization without the prior approval of MSCL. Any liability resulting from the wrongful disclosure of confidential information on the part of the offeror shall rest with the offeror/contractor.

ANTITRUST

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Mississippi Crime Laboratory all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Mississippi that relate to the particular goods or services purchased or acquired by the Mississippi Crime Laboratory under said contract.

APPROVAL

It is understood that the Contract is void and no payment shall be made in the event that the Personal Service Contract Review Board does not approve this contract.

ATTORNEYS' FEES AND EXPENSES

Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligations under this agreement, the Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

CHANGE IN SCOPE OF WORK

The Mississippi Crime Laboratory may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Mississippi Crime Laboratory and the Contractor.

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

CONTRACTOR PERSONNEL

The Mississippi Crime Laboratory shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Contractor. If the Mississippi Crime Laboratory reasonably rejects staff or Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the Mississippi Crime Laboratory in a timely manner and at no additional cost to the Mississippi Crime Laboratory. The day-to-day supervision and control of the Contractor's employees and Subcontractors is the sole responsibility of the Contractor.

FAILURE TO DELIVER

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Mississippi Crime Laboratory, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Mississippi Crime Laboratory may have.

FAILURE TO ENFORCE

Failure by the Mississippi Crime Laboratory 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 Mississippi Crime Laboratory to enforce any provision at any time in accordance with its terms.

INDEMNIFICATION

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MS Crime Laboratory 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 the Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

INDEPENDENT CONTRACTOR STATUS

The Contractor shall, at all times, be regarded as an independent contractor and shall at no time act as an agent for the MS Crime Laboratory. Nothing contained herein shall be deemed or construed by the MS Crime Laboratory, the 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 MS Crime Laboratory and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MS Crime Laboratory or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the MS Crime Laboratory and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of the Mississippi Crime Laboratory; and the Mississippi Crime Laboratory shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The Mississippi Crime Laboratory shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Mississippi Crime Laboratory shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

NO LIMITATION OF LIABILITY

Nothing in this Agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

NOTICES

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice 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.

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 must be made in writing by the Mississippi Crime Laboratory.

OWNERSHIP OF DOCUMENTS AND WORK PAPERS

The Mississippi Crime Laboratory shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the contract services which are the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to Mississippi Crime Laboratory upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Mississippi Crime Laboratory and subject to any copyright protections.

RECORD RETENTION AND ACCESS TO RECORDS

Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the MS Crime Laboratory or any duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement shall be retained by the Contractor for three (3) years after final payment is made under this Agreement and all pending matters are closed. However, if any audit, litigation or other action arising out of or related in any way to this contract is commenced before the end of the three (3) year

period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

RECOVERY OF MONEY

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

RIGHT TO INSPECT FACILITY

The State 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 State.

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.

TERMINATION FOR CONVENIENCE CLAUSE

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

TERMINATION FOR DEFAULT CLAUSE

- (1) **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer of the MS Crime Laboratory may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.
- (3) **Compensation.** Payment for completed services delivered and accepted by the MS Crime Laboratory shall be at the contract price. The MS CRIME LABORATORY may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- (4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but

for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience,". (As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier).

- (5) Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

THIRD PARTY ACTION NOTIFICATION

Contractor shall give the Mississippi Crime Laboratory 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.

UNSATISFACTORY WORK

If at any time during the contract term, the service performed or work done by the Contractor is considered by the Mississippi Crime Laboratory to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by the Mississippi Crime Laboratory, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Mississippi Crime Laboratory shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

WAIVER

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

**THIS FORM MUST BE SIGNED AND
RETURNED WITH PROPOSAL**

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, corporation, that no employee of the Mississippi Department of Public Safety or MSCL or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

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

The prospective contractor represents as a part of such contractor's RFP or proposal that such contractor [] **has** [] **has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

CONFLICTS OF INTEREST

The Offeror [] **is** [] **is not** aware of any information bearing on the existence of any potential organizational conflict of interest.

COLLUSION

I (we) hereby certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Signature

Date

Name (Printed)

Title