
IFB

INVITATION FOR BIDS

IFB Number: 3160007024

To Provide: Customized Testing and Reporting Services for DNA Testing of Sexual Assault Evidence Kits for MSFL

CLOSING LOCATION

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

BID COORDINATOR

Britney Wesley or Sonya Williams
Procurement Department

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

Fax: 601-987-1442

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

CLOSING DATE AND TIME

Bids must be received by 10:00 A.M., CST Friday January 3, 2025

SECTION 1

1.1 Bid Acceptance Period

The original and 1 copy of the bid, 2 copies total, shall be signed and submitted in a sealed envelope or package to Britney Wesley or Sonya Williams, Mississippi Department of Public Safety, Procurement Department, 4th Floor, Room 402, 1900 East Woodrow Wilson Boulevard, Jackson, MS 39216 no later than the time and date specified for receipt of bids. Timely submission of the bid is the responsibility of the bidder. Bids received after the specified time shall remain sealed, unopened and be maintained as a part of the procurement file. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by Procurement. Each page of the bid and all attachments shall be identified with the name of the bidder. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. The Mississippi Department of Public Safety (MDPS) reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the MDPS may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. Bids submitted via facsimile (fax), or email will not be accepted.

1.1.1 Timeline

Task	Date
Advertisement Dates for IFB	December 3, 2024; December 10, 2024
Receive Questions & Answers for Clarification Dates	Starting 8:00 a.m. CST, Tuesday December 3, 2024, to Wednesday, December 18, 2024, at 5:00 p.m. CST.
Respond in Writing to Clarification	Please email questions to bwesley@dps.ms.gov or sonya.williams@dps.ms.gov Monday, December 23, 2024
Bid Submission Deadline	No later than 10:00 a.m. CST Friday January 3, 2025
Bid Opening Date	Friday, January 3, 2025
Anticipated Award notification date	Friday, January 10, 2025
Debriefing deadline	Friday, January 17, 2025
Request for Reconsideration date and time	Thursday January 23, 2025, 5:00 p.m. CST
Anticipated Contract Start Date	March 5, 2025

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

1.1.2 Late Submissions

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of bids. It must be determined by the Mississippi Department of Public Safety that the late receipt was due solely to mishandling by the Mississippi Department of Public Safety after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

1.1.3 Contact and Questions/Requests for Clarification

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

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

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

- Vendors should enter "IFB RFX 3160007024" Questions" as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

	IFB Section, Page Number	Vendor Question/Request for Clarification
1.		

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

1.2 Expenses Incurred Preparing Bid

The MDPS accepts no responsibility for any expense incurred by the bidder in the preparation and presentations of a bid. Such expenses shall be borne exclusively by the bidder.

1.3 Bid

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

1.3.1 Bidder Certification

The bidder agrees that submission of a signed bid is certification that the bidder will accept an award made to it as a result of the submission.

1.4 Registration with Mississippi Secretary of State

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

1.5 Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

1.6 Acknowledgement of Amendments

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

1.6.1

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

1.6.2

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

1.7 Type of Contract

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

1.8 Written Bid

All bids shall be in writing.

1.9 Rejection of Bids

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

1.10. Withdrawal of Bids

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

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

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

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

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

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

SECTION 2

2.1 Purpose

The MDPS is seeking to establish a contract for customized testing and reporting services for DNA Testing of Sexual Assault Evidence Kits (SAEK's) on behalf of the Mississippi Forensics Laboratory (MSFL). It is understood that any contract resulting from 3160007024 requires approval by the Public Procurement Review Board. If any contract resulting from 3160007024 is not approved by the Public Procurement Review Board, it is void and no payment shall be made.

2.2 Scope of Services

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

Vendor Requirement Bid Specifications:

The vendor laboratory will process Sexual Assault Evidence Kits (SAEK) samples for analysis based on the information provided from consultation with the Mississippi Forensics Laboratory DNA personnel. The cost for testing of the SAEK samples will

include shipping of the evidence to, and from, the vendor laboratory, examination of the evidence samples by qualified personnel, and reporting of the results of testing. Generally, this will include the Deoxyribonucleic Acid (DNA) testing of evidentiary material for the purpose of providing results which can be uploaded into the Combined DNA Index System (CODIS). Testing of the SAEKs will proceed based on analysis batch sizes determined by the vendor laboratory's proposals and the turn-around times outlined therein.

Scope of Work

The vendor laboratory will perform DNA testing on:

Evidence Sampling

1. The single most probative positive sample and the victim's reference sample (2 total samples) will initially be selected in single perpetrator cases.
2. Upon consultation and approval of the MSFL, up to 3 positive samples (deemed most probative) and the victim's reference sample (up to 4 total samples) in cases as outlined:
 - Multiple perpetrators are indicated.
 - Consensual intercourse within 120 hours of the alleged incident.
 - The victim experienced a loss of consciousness.
 - The victim is younger than 12 years.
 - Mentally challenged adults: or where no medical report is available for review.
3. The vendor laboratory will not consume more than 50% of any evidence item within a sexual assault evidence kit (SAEK) for initial analysis.
 - If the vendor laboratory determines that more than 50% of the original evidence is required to provide sufficient amount of male DNA to establish a potential DNA profile for searching CODIS, permission must be sought from the Mississippi Forensics Laboratory prior to proceeding with that testing.
4. The vendor laboratory will process sexual assault evidence kit (SAEKs) samples using a direct-to-DNA method (i.e., no serological analysis).

DNA Extraction/Purification

1. The vendor laboratory will use the following parameters for extracting and purifying SAEK samples:
 - A differential extraction technique is required on all items determined to or suspected of containing sperm cells. The differential extraction will be performed using a method validated by vendor laboratory and approved by the MSFL Crime Laboratory Technical Manager.
 - All sexual assault evidence kit (SAEK) evidence samples will be tested using a Qiagen silica-based purification method.

- Any victim, suspect, or consensual partner reference samples may be tested with any properly validated method that can reliably yield full DNA profiles as described in DNA amplification.
- Once extracted for DNA, any substrates used for testing do not need to be retained.

DNA Quantification

1. The vendor laboratory will use a quantitative polymerase chain reaction (qPCR) DNA quantification process that detects both total human and Y-chromosome DNA targets.

DNA Amplification

1. The vendor lab may consume purified DNA extracts if required to obtain a DNA typing result.
2. The vendor laboratory will use the GlobalFiler amplification kit in association with the Applied Biosystems 3500 (or 3500XL) Genetic Analyzer for testing of all Mississippi Forensics Laboratory case samples.
 - The vendor laboratory must obtain a complete GlobalFiler profile for victim and/or elimination standards for recent cases (i.e., 2010 or more recent). On samples from cases prior to 2010 (i.e., 2009 or prior), if the sample sent yields insufficient results, the vendor laboratory must attempt to obtain a complete GlobalFiler profile. If the vendor laboratory cannot obtain a complete GlobalFiler profile after additional analysis, the report must contain notification that only a partial result was obtained. If only a portion of the known sample is extracted and is found to yield insufficient DNA for complete results, it is the responsibility of the testing laboratory to reextract the remainder of the sample at no additional cost.
 - The vendor laboratory must attempt to obtain a complete GlobalFiler profile for amplified SAEK questioned samples. If less than 13 loci of information are obtained, the vendor laboratory must attempt to obtain additional information either through re-amplification or re-injection of the sample using more sensitive parameters.
3. The vendor laboratory will confirm all variant alleles through re-injection or reamplification to confirm the allele designations.
 - Microvariant alleles (e.g., actual alleles that do not fall in a pre-determined allelic bin location in the analysis software) will be confirmed through re-injection of the samples to confirm allele sizing.
 - Potential tri-allelic genotypes (i.e., genotypes with more than two alleles) will be confirmed through re-amplification of the sample.

Interpretation of DNA Results

1. The vendor laboratory will perform interpretation of any potentially probative DNA profiles using an internally validated fully continuous probabilistic genotyping software (e.g., STRmix).

- Where appropriate, likelihood ratio calculations will be performed to provide statistical weight to any potential associations to evidence profiles.
- Likelihood ratio results will be reported in accordance with the Recommendations of the Scientific Working Group on DNA Analysis Methods (SWGDM) Ad Hoc Working Group on Genotyping Results Reported as Likelihood Ratios.
- At a minimum, likelihood results will be reported for the lowest value obtained between the various population groups calculated.
- 2. The vendor laboratory will perform a quality control evaluation on all DNA profiles developed from Mississippi Forensics Laboratory SAEKs by comparing the generated data against staff elimination DNA profiles from the vendor laboratory.
- The elimination database must contain DNA profiles from any employee handling the Mississippi Forensics Laboratory SAEKs, performing work on Mississippi Forensics Laboratory SAEKs, or that have access to areas where the Mississippi Forensics Laboratory SAEKs are stored or tested.
- The vendor laboratory will pursue re-analysis at no additional cost when testing of any Mississippi Forensics Laboratory samples has been deemed affected by contamination, or otherwise fails due to a vendor laboratory event (e.g., failed positive controls).

Data Presentation Parameters

The reported profiles shall have the following characteristics:

1. Positive and negative controls will be run with each and every amplification set of samples processed. A reagent blank control will be run with each and every extraction set of samples processed.
2. The three controls (positive, negative, reagent blank) must be analyzed and produce the expected results.
3. Alleles in ladders, positive controls and samples shall have a signal at least 3X that of background. The Mississippi Forensics Laboratory will not be measuring the signal to noise ratio for every sample. However, if the Mississippi Forensics Laboratory feels that background is excessive, the Vendor laboratory shall be prepared to demonstrate signal to noise contract compliance if requested.
4. Peak shape shall be symmetrical, wider at the base than at the peak, height greater than the width, bell shaped, and devoid of split peaks.
5. Minimum peak height shall be 150 RFU for heterozygote alleles and ladder 600 RFU for homozygote alleles 175U for ILS.
6. Maximum peak height shall not exceed the maximum detection threshold of the instrument. The Mississippi Forensics Laboratory may elect to accept data with a higher maximum peak height after reviewing the Vendor's validation experiments.
7. Spiking or enriching a sample shall not be acceptable.

8. Typical Allele Call Guidelines

- All peaks with an RFU (relative fluorescence unit) of at least 150 will be assigned an allele designation by the GeneMapper IDX software that is +/- 1.0 bp from the true size of the allele as defined by the user manual provided the manufacturer of the kit employed. Allele calls will be made at 150 RFU for heterozygote peaks and 600 for homozygote peaks.
- Samples with peak heights of greater than 24,000 for GlobalFiler may be interpreted with caution or may be re-injected using a diluted product sample to better resolve results.
- All results or electropherograms must be checked and approved by a qualified DNA analyst. If a consensus is not reached, the technical leader will be consulted.

2.2.1 The Contractors shall:

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

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

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

2.2.2 The Contractors shall also:

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

2.3 Term

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

2.3.1 Multi-Term Contracts

Unless otherwise provided by law, a contract for services may be entered for one-year multi-term with an option of four yearly renewals the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

2.3.1.1 Requirements

- Must be a private vendor laboratory.
- A unit price shall be given for each service, and that unit price shall be in the same throughout the contract.
- This contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's right or the contractor's rights under any termination clause in the contract.
- The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.
- A multi-term contract may be awarded to the bidder whose submit the lowest and best bid. To determine which bid is the lowest, MDPS will take the sum of each bidder subtotal price. Since bid is being awarded to lowest and best bid, Bidder must bid on all items. Failure to bid on all items will cause for rejection of bid.

SECTION 3

3.1 Insurance

The successful vendor shall maintain at least the minimum level of worker's compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence. All workers' compensation, comprehensive general liability, professional liability insurance and fidelity bond insurance will provide coverage to the MS Department of Public Safety as an additional insured. The MS Department of Public Safety reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The vendor shall be prepared to provide evidence of required insurance upon request by the MS Department of Public Safety at any point during the contract period and should consult with legal counsel regarding its obligations.

SECTION 4

4.1 Basis for Award

- All bids will be reviewed first to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance

of the bid can be accepted, and the Agency Chief Procurement Officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders.

- The agency has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the agency to properly evaluate the bid, the agency has the right to require such additional information as it may deem necessary after the time set for receipt.
- All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.

4.1.1 Award

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

4.1.2 Responsive Bidder

Bidder must submit bid which conforms in all material respects to this Invitation for Bids, 3160007024, as determined by the MS Department of Public Safety.

4.1.3 Responsible Bidder

Bidder must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MS Department of Public Safety.

4.1.4 Minimum Qualifications to be Deemed Responsive

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

4.2 References

These minimum qualifications are in addition to a minimum score of six on the Reference Score Sheet (**Attachment E**) from reference interviews by the MS Department of Public Safety with three bidder/contractor references (for a total minimum score of (eighteen), as well as all other requirements of this Invitation for Bids. (*See Attachments C and E.*)

Each bidder must furnish the contact person, address, and phone number for each reference. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. The MS Department of Public Safety will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. The bidder may submit as many references as desired. The MS Department of Public safety will begin contacting references at the top of the list and will continue down the list until three contacts have been reached.

References must be listed on **Attachment C**.

4.3 Nonconforming Terms and Conditions

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The MDPS reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its bid response prior to a determination by the MSPS of non-responsiveness based on submission of nonconforming terms and conditions.

4.4 Conditioning Bid Upon Other Awards

Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.4.1

As a precondition to bid acceptance, the agency may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

4.4.2

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

4.4.3 Bid Submission Format

The bid package must be sealed and must contain the following:

- Bid Cover Sheet (**Attachment A**)
- Bid (**Attachment B**)
- References (**Attachment C**)
- Certifications and Assurances (**Attachment D**)

4.5 Bid Opening

Bid opening will be open to the public; however, this will include opening, reading aloud, and listing the bid price on each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the bid opening.

4.6 Award Notification

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

4.3.2 Contract Management

If the Contractor fails to adhere to the janitorial service schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, the Contracting Agency will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Contracting Agency may terminate the contract without further obligation to the Contractor.

SECTION 5

5.1 Post-Award Vendor Debriefing

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Commissioner of the MS Department of Public Safety and a copy submitted to the Procurement Division within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a bidder prefers to have a legal representation present, the bidder must notify the Commissioner of the MS Department of Public Safety in writing and identify its attorney by name, address, and telephone number. The MS Department of Public Safety will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General or a Representative of the MS Department of Public Safety's Legal Division can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.03, Post-Award Vendor Debriefing, of the Mississippi Office of Personal Service Contract Review Rules and Regulations.

5.2 Request for Reconsideration of Intent to Award

Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a reconsideration of intent to award with the Bid Coordinator, Britney Wesley, or Sonya Williams, and the Commissioner of the MS Department of Public Safety. The reconsideration shall be submitted on or before January 23, 2025, at 5:00 p.m. local time, in writing after such aggrieved person or entity know or should have known of the facts giving rise thereto. All reconsideration must be in writing, dated signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, the RFX number of solicitations, the date the IFB was issued, and the date the Notice of Intent to award was issued and contain a statement of the reason(s) for protest. The protesting bidder must provide facts and evidence to support the protest. A reconsideration of intent to award is considered filed when received by the Bid Coordinator, Britney Wesley, Sonya Williams, and the Commissioner of the MS Department of Public Safety, via either U.S. mail, postage prepaid, or personal delivery. Request for reconsideration filed after January 23, 2025, 5:00 p.m. local time will not be considered.

5.3 Required Contract Terms and Conditions

Any contract entered into between a Contracting Agency and a vendor/bidder shall include the required clauses found in **Attachment F** and those required by the PPRB Office of Personal Service Contract Review Rules and Regulations as updated.

5.4 Optical Contract Terms and Conditions

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

5.5 Mississippi Contract/Procurement Opportunity Search Portal

This Invitation for Bids, and the questions and answers concerning this Invitation for Bids, are posted on the Contract/Procurement Opportunity Search Portal.

5.5.1 Agency Website

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

5.6 Attachments

The attachments to this Invitation for Bids are made a part of this Invitation for Bids as if copied herein in words and figures.

ATTACHMENT A

Bid Cover Sheet

The Mississippi Department for Public Safety is seeking to establish a contract for Customized Testing and Reporting Services of Forensic Drug Testing at our Forensic Laboratory. Bids are to be submitted as listed below, on or before 10:00 A.M. CST January 3, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB 3160007024
Opening Date: January 3, 2025
Mississippi Department of
Public Safety
Attention: Britney Wesley or Sonya Williams
1900 E. Woodrow Wilson Boulevard, 4th Floor, Room 402
Jackson, MS 39216

SEALED BID — DO NOT OPEN

Name of Company: _____
Quoted By: _____
Signature: _____
Address: _____
City/State/Zip Code: _____
Company Representative: _____
Telephone: _____
Fax: _____
E-mail: _____

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

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB:

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

What year was your company started?
How many years and/or months has your company been in the business of performing the services called for in this Invitation for Bids?
Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

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

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids.

For how many customers has your company provided the requested service in this IFB in the past two (2) years? Please include the dates, the size of the area maintained, and the annual amount of the billing to each customer.

What is the largest customer your company has provided Customized Testing and Reporting assessment services for in the past two (2) years? Please include the annual amount of the billing.

Attachment B

Bid for Customized Testing and Reporting Services for MSFL

Company	Company Representative	Telephone

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

- All required equipment and materials
- All required insurance
- All required overhead.
- All required profit
- All required transportation
- All required labor
- All required business and professional licenses, permits, fees, etc. (if any)
- Any and all other costs associated with performing the services.

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

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

RFX# 3160007024

Date: January 3, 2025 – Time: 10:00 A.M. (CST)

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

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

BID FORM (Part one)

Description	Price
-------------	-------

Customized Testing and Reporting Services, Annually Total	\$ _____
--	----------

Bid Form (Part Two)

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bids, 3160007024, and the attachments herein.
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160007024, and the attachments herein.
3. That the company agrees to all provisions of this Invitation for Bids, 3160007024, and the attachments herein.
4. That the company will perform, without delay, the services required at the prices quoted in this Attachment B.
5. This is the best of its knowledge and belief the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to performed under this Invitation for Bids.

Printed Name: _____

Signature/Date: _____

Attachment C

Reference 1

Name of Company: _____
Dates of Services: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

Reference 2

Name of Company: _____
Dates of Services: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

Reference 3

Name of Company: _____
Dates of Services: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

The bidder may submit as many references as desired by submitting as many additional copies of this Attachment C, References, as needed. The Mississippi Department of Public Safety will begin contacting references at the top of the list and will continue down the list until 3 contacts have been reached. See Section 4.2 of this Invitation for Bids.

Attachment D

Certifications and Assurances

I/We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

1. **REPRESENTATION REGARDING CONTINGENT FEES**
Contractor represents that it has/has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.
2. **REPRESENTATION REGARDING GRATUITIES**
The bidder or Contractor represents that it has/has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6204 (Gratuities) of the Mississippi Office of Personal Service Contract Review Board Rules and Regulations.
3. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**
The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate price bid.
4. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**
The prospective Contractor represents as a part of such Contractor's bid that such Contractor has/has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title: _____

Signature/Date: _____

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

ATTACHMENT E
Reference Score Sheet

TO BE COMPLETED BY MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY ONLY

Bidder Name: _____
 Reference Name: _____
 Person Contacted, Title/Position: _____
 Date/Time Contacted: _____
 Service From/To Dates: _____

Able to provide Customized Testing and Reporting services when you called them.	Yes	No
Satisfied with the Customized Testing and Reporting services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling services?	Yes	No
Was the Customized Testing and Reporting services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each "yes" is one point(s); each "no" is zero point(s). Bidder must have a minimum score of "6" from three references (total of "18" points) to be considered responsible and for its bid to be considered.

Score: _____

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

Called by: _____

 Notes: _____

ATTACHMENT F

Required Clauses for Service Contracts Resulting from this Invitation for Bids

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. Compliance with Laws. Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
4. 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 law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
5. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated § 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any

other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public.
 - b. the loss of any license, permit, certification, or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, both
 - c. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.
6. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
7. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
8. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.
9. Representation Regarding Gratuities. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in *Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.
10. Stop Work Order.
- a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor unless the parties agree to any further period. Any such order shall be

identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed. The Procurement Officer shall either:

- i. cancel the stop work order; or,
- ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

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

- i. the stop work order results in an increase in the time required for, or in Contractors cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d. *Adjustments of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

11. Termination for Convenience.

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

12. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractors Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance)

of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

13. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

14. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

15. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated § 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <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.

16. Acknowledgement of Amendments
Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgement must be received by the MDPS by the time and at the place specified for receipt of bids.

17. Approval. It is understood that this contract requires approval by the Office of Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

ATTACHMENT G

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

1. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-9 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure or information required by court or required by law.
2. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:
 - (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi.
 - (2) has not, within a three-year period preceding this bid, been convicted of or had a civil judgement with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction.
 - (3) has not, within a three-year period preceding this bid, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
 - (5) has not, within a three-year period preceding this bid, had one or more public transactions (federal, state, or local) terminated for cause or default.
3. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay

caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

4. Ownership of Documents and Work Papers. Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project, which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
5. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three-year period, whichever is later.
6. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
7. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
8. 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 hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver of or modification to any term or condition of this agreement will avoid, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other part will imply, be construed as or require waiver of future or other defaults.

Proof of Publication



Mississippi
GANNETT

PO Box 632030 Cincinnati, OH 45263-2030

AFFIDAVIT OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

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

12/03/2024, 12/10/2024

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

Sworn to and subscribed before on 12/10/2024

Legal Clerk

Britney Wesley
Nicole Jacobs

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$65.29
Tax Amount: \$0.00
Payment Cost: \$65.29
Order No: 10799259 # of Copies: 1
Customer No: 1010581
PO #:

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

NICOLE JACOBS
Notary Public
State of Wisconsin

Customized Testing and Reporting Services for DNA Evidence Kits for the MS Department of Public Safety, MS Forensics Laboratory

IFB #316007024
Friday January 3, 2025
10:00 A.M. Local Time

Notice is hereby given by the Purchasing officer of the Mississippi Department of Public Safety that sealed written bids will be received by the undersigned at the address of the MS Department of Public Safety, 4th Floor, Room 402, 1900 East Woodrow Wilson Avenue, Jackson, MS 39216, Friday, January 3, 2025, at 10:00 a.m. to establish testing and reporting services for the Mississippi Forensics Laboratory (MSFL).

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

Britney Wesley
601-987-1407
b.wesley@dps.ms.gov

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

The right is reserved to reject any and/or all bids and to waive all informalities. Witness my signature this the 22nd day of November 2024.

/s/ Britney Wesley
Britney Wesley,
Procurement
Mississippi Department of Public Safety
12/3, 12/10, 2024 #10799259

REFX



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

Invitation for Bid

RESPONSES REQUIRED BY:

Submission Date : 01/03/2025
Submission Time : 10:00:00 CST

RESPONSES OPENED ON:

Opening Date : 01/03/2025
Opening Time : 10:00:00 CST

VENDOR NO:

VENDOR NAME & ADDRESS:

(To be completed by Vendor)

SUBMIT NON-ELECTRONIC RESPONSE:

TO :

RFx number : 3160007024
Smart number : 1711-25-R-IFBD-00006-V03
Buyer : Britney Wesley
Buyer Phone : (601) 965-4628
Email : BJWESLEY@DPS.MS.GOV

DELIVERY POINT

NOTICE TO VENDOR:

The Mississippi Department of Public Safety is seeking to provide Testing and Reporting Services for DNA Testing of Sexual Assault Evidence Kits (SAEK's) for the MS Forensics Laboratory.
The Mississippi Department of Public Safety is seeking to provide Testing and Reporting Services for DNA Testing of Sexual Assault Evidence Kits (SAEK's) for the MS Forensics Laboratory.

Vendor Telephone Number	Title	Date
(Typed or printed) Name of Bidder	Signature of Authorized Bidder	

RFx number : 3160007024		Submission Date : 01/03/2025		Time : 10:00:00 CST		
Smart number : 1711-25-R-IFBD-00006-V03		Opening Date : 01/03/2025		Time : 10:00:00 CST		
Item	Change Indicator	Product No. / Mfg. Part No.	Description	Delivery / Req.date	Qty	Unit
# 1			Product Category : 95207 Testing and Reporting Services MSFL		1.000	EA

Agency
Webpage/Portal/Email
Bidder

Bid/RFP Notices

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Amendments or clarifications will be posted at this site. It is your responsibility to routinely check the website for amendments or clarifications that may be issued. It is a requirement of each RFP that you include a signed amendment form with your response. If you have questions regarding an amendment/clarification, please refer to the specific RFP for contact information.

- IFB 3160007024 Customized Testing and Reporting Services SAEK Request for Lease Proposal 3160007000 Jackson Hinds County MS
- IFB 3160006945 Customized Testing and Reporting Services
- Notice of Intent to Award IFB 3160006945
- Question and Answer IFB 3160006945

Footer Menu


- [Public Records Request](#)
- [Complaints](#)
- [Amber Alert Initial Reporting Form](#)
- [Silver Alert Initial Reporting Form](#)
- [Blue Alert Initial Reporting Form](#)
- [Bid/RFP Notices](#)
- [Disclaimer](#)

Basic page Bid/RFP Notices has been updated.



024 - Mississippi Interactive

- MS DFA: Bureau of Building
- MS DFA: Office of Purchasing
- MS DFA: Office of Personal Service Contract Review
- Mississippi Management and Reporting System
- MS Gov Help Portal
- Statewide Contract Item Catalog
- Nation Technology Services (ITS)
- MS Payment Network



Attachment - INV FOR BID 316007024

The Mississippi Department of Public Safety is seeking to purchase PERSONNEL SERVICES NON-IT

Smart Number	RFX Number	Description	Status	Advised Date	Submission Date	RFX Opening Date	View Contact
1711-25-R-#8D-00006	316007024	Major Procurement PERSONNEL SERVICES NON-IT	Open	12/03/2024	01/03/2025	01/03/2025	View Contact

CANCEL CLEAR SEARCH

Major Procurement Category: Major Procurement Category: Sub Procurement Category: Status:

RFX #: RFX Number: Smart Number:

Dept/Agency: 316007024 RFX Type:

https://www.ms.gov/dfa/contract/bid_search/bid:autoleadCrid=true

ng - SAP NetW, x Competitive Contracts | Missis, x Procurement Opportunity and Pul, x



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

Thanks

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



Bcc: musgrove@musgrovesmith.com; Darnie Wurtz; hmourad@alchenyanejts.com

Cc: Sonya Williams

To: Britney Wesley

Britney Wesley


IFB 316007024 Customized Testing and Reporting Services SEAK


Tue 12/3/2024 4:00 PM
... Forward Reply Reply All Forward ...


😊 Reply Reply All Forward ...

Fri 12/20/2024 11:15 AM


✕ IFB 316007024 Amendment 1 and Question and Answer


Britney Wesley 

To  Britney Wesley

Cc  Sonya Williams

Bcc Renee Walker@bodetech.com; Dannie Wuntz; iparke@signaturescience.com

Amendment 1 IFB 31600724.pdf  799 KB

316007024 Questions and Answer.pdf  138 KB

Dear bidder,
See attachment for Amendment 1, Question and Answer response. If you have any questions, please feel free to email me or Sonya Williams.

Thanks

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





Bid/RFP Notices

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IFB 3150006100 Sole Source Blue Archival Cassettes with Envelopes

IFB 3150006097 Sole Source Buccal DNA Arrestee Collector Kits

IFB 3150006096 Sole Source Buccal Collector Kits

IFB 3160007132 Men and Women Uniforms

IFB 3160007024 Customized Testing and Reporting Services SAEK

• Notice of Intent to award IFB 3160007024

• Amendment II 3160007024

• Amendment I 3160007024

• Question and Answer IFB 3160007024

Footer Menu

Disclaimer

Bid/RFP Notices

Amber Alert Initial Reporting Form

Silver Alert Initial Reporting Form

Blue Alert Initial Reporting Form

Public Records Request

Complaints

[back to top](#)

The Mississippi Department of Public Safety is seeking to pr...

Attachment - 316007024 Notice of Intent to Award IFB
 Attachment - 316007024 Questions and Answer
 Attachment - Amendment 1 IFB 31600724
 Attachment - Amendment II 316007024
 Attachment - INV FOR BID 316007024

Agency	Smart Number	Rfx Number	Description	Status	Advised Date	Submission Date	Rfx Opening Date
MS DEPT OF PUBLIC SAFETY	1711-25-R-IFBD-00006-V03	316007024	Major Procurement PERSONNEL SERVICES NON-IT	Closed	12/03/2024	01/03/2025	01/03/2025

CANCEL CLEAR SEARCH

IFB 316007024 Amendment II

Britney Wesley

To Britney Wesley

Cc Sonya Williams

Bcc Renee.Walker@bodetech.com; Dannie Wurtz; iparke@signaturescience.com

Amendment II 316007024.pdf
102 KB

Dear bidder,

See attachment for Amendment II. If you have any questions, please feel free to email me or Sonya Williams.

Thanks

Britney Wesley

Procurement Officer

Mississippi Department of Public Safety

P.O. Box 958

Jackson, MS 39205

Office: (601) 987-1407



Mon 12/23/2024 4:06 PM

⋮ Forward Reply Reply All

Bid/RFP Notices

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IFB 3160007024 Customized Testing and Reporting Services SAK

- * Notice of Intent to award IFB 3160007024
- Amendment II 3160007024
- Amendment I 3160007024
- Question and Answer IFB 3160007024

Footer Menu

- Amber Alert Initial Reporting Form
- Silver Alert Initial Reporting Form
- Blue Alert Initial Reporting Form
- Public Records Request
- Complaints

Basic page Bid/RFP Notices has been updated.



Debriefing Letter



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MEMORANDUM

TO: Office of Personal Service Contract Review

FROM: Britney Wesley
MS Department of Public Safety

DATE: February 2, 2025

SUBJECT: IFB # 3160007024 Customized Testing and Reporting Services for DNA Testing of Sexual Assault Evidence Kits

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

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

Thanks

**No
Protest**



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MEMORANDUM

TO: Office of Personal Service Contract Review

FROM: Britney Wesley
MS Department of Public Safety

DATE: February 5, 2025

SUBJECT: IFB# 3160007024 Customized Testing and Reporting Services for DNA Testing of Sexual Assault Kits

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

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

Thanks

Bid Form

Bid Tabulation

Documents required by Procurement

Bid No: 3160007024

Customized Testing and Reporting Service

Bid Date: Friday, January 3, 2025

Bid Time: 10:00 A.M.

MS DEPARTMENT OF PUBLIC SAFETY

Sign – In

Name

Suzanne Williams

Bayley Gray

Dana Thompson

Company/Department

Procurement

Procurement

Financial Reporting

Bid Received Log

References

ATTACHMENT E
Reference Score Sheet

TO BE COMPLETED BY MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY ONLY

Bidder Name: Bode Cellmark Forensics, INC.
 Reference Name: Oklahoma State Bureau of Investigation
 Person Contacted, Title/Position: Mistie Burris
 Date/Time Contacted: 1/9/2025 11:01 AM.
 Service From/To Dates: March 2021 - current

	Yes	No
Able to provide Customized Testing and Reporting services when you called them.	<input checked="" type="radio"/>	<input type="radio"/>
Satisfied with the Customized Testing and Reporting services provided? If no, please explain.	<input checked="" type="radio"/>	<input type="radio"/>
Vendor easy to work with in scheduling services?	<input checked="" type="radio"/>	<input type="radio"/>
Was the Customized Testing and Reporting services completed on time and within budget?	<input checked="" type="radio"/>	<input type="radio"/>
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here.)	<input checked="" type="radio"/>	<input type="radio"/>
Would you enter into a contract with them again?	<input checked="" type="radio"/>	<input type="radio"/>
Would you recommend them?	<input checked="" type="radio"/>	<input type="radio"/>

Each "yes" is one point(s); each "no" is zero point(s). Bidder must have a minimum score of "6" from three references (total of "18" points) to be considered responsible and for its bid to be considered.

Score: 7

Do you have any business, professional or personal interest in the bidder's organization? If yes, please explain.	<input type="radio"/>	<input checked="" type="radio"/>
---	-----------------------	----------------------------------

Called by: Dail Strength 1/9/2025

Notes: _____

ATTACHMENT E

Reference Score Sheet

TO BE COMPLETED BY MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY ONLY

Bidder Name: Bode Cellmark Forensics, INC
 Reference Name: City of Austin - Austin Police Dept,
 Person Contacted, Title/Position: Kimberly Clement
 Date/Time Contacted: 1/8/2025 9:21 AM
 Service From/To Dates: August 2017 - current (2025)

Able to provide Customized Testing and Reporting services when you called them.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Satisfied with the Customized Testing and Reporting services provided? If no, please explain.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor easy to work with in scheduling services?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Was the Customized Testing and Reporting services completed on time and within budget?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here.)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you enter into a contract with them again?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you recommend them?	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Each "yes" is one point(s); each "no" is zero point(s). Bidder must have a minimum score of "6" from three references (total of "18" points) to be considered responsible and for its bid to be considered.

Score: 7

Do you have any business, professional or personal interest in the bidder's organization? If yes, please explain.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
---	------------------------------	--

Called by: Dai Strength 1/8/25

Notes: _____

ATTACHMENT E
Reference Score Sheet

TO BE COMPLETED BY MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY ONLY

Bidder Name: Bode Cellmark Forensics, Inc. CRIME LAB
 Reference Name: Massachusetts Dept of State Police
 Person Contacted, Title/Position: Lynn Schreuveis
 Date/Time Contacted: 7/9/25 3:06 pm.
 Service From/To Dates: October 2014 - Current

Able to provide Customized Testing and Reporting services when you called them.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Satisfied with the Customized Testing and Reporting services provided? If no, please explain.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor easy to work with in scheduling services?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Was the Customized Testing and Reporting services completed on time and within budget?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here.)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you enter into a contract with them again?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you recommend them?	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Each "yes" is one point(s); each "no" is zero point(s). Bidder must have a minimum score of "6" from three references (total of "18" points) to be considered responsible and for its bid to be considered.

Score: 7

Do you have any business, professional or personal interest in the bidder's organization? If yes, please explain.	<input type="radio"/> Yes	<input checked="" type="radio"/> No
---	---------------------------	-------------------------------------

Called by: Mail Strength 6/12/2025

Notes: _____

Vendor Bid Packet



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

January 14, 2025

Mr. Mike Cariola
Bode Cellmark Forensics
10430 Furnace Road Suite 107
Lorton, VA 22079

RE: Invitation for Bids #3160007024 to provide Customized Testing and Reporting Services for DNA testing of Sexual Assault Evidence Kits for the Mississippi Department for Public Safety (MDPS) Forensic Laboratory.

Dear Mr. Cariola

The MS Department of Public Safety would like to thank you for your time, effort and interest in the Invitation for Bids to provide Customized Testing and Reporting Services for MDPS.

We are writing this letter because we are accepting your bid.

Pending final approval from the Public Procurement Review Board, someone from the MS Department of Public Safety will contact you to obtain your signature that is needed to execute a contract agreement.

If you have any questions, please do not hesitate to contact me at 601-987-1407 or bjwesley@dps.ms.gov.

Britney Wesley, Procurement Officer
/bw

ATTACHMENT A


Bid Cover Sheet

The Mississippi Department for Public Safety is seeking to establish a contract for Customized Testing and Reporting Services of Forensic Drug Testing at our Forensic Laboratory. Bids are to be submitted as listed below, on or before 10:00 A.M. CST January 3, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB 3160007024
Opening Date: January 3, 2025
Mississippi Department of
Public Safety
Attention: Britney Wesley or Sonya Williams
1900 E. Woodrow Wilson Boulevard, 4th Floor, Room 402
Jackson, MS 39216

SEALED BID — DO NOT OPEN

Name of Company: Bode Cellmark Forensics, Inc.
Quoted By: Mike Cariola
Signature: 
Address: 10430 Furnace Road, Suite 107
City/State/Zip Code: Lorton, VA 22079
Company Representative: Renee Walker, Contracts Manager
Telephone: 703-646-9875
Fax: 703-646-9742
E-mail: contracts@bodetech.com

FBI/FIN # (if company, corporation, or partnership):	54-1750293
SS# (if individual):	

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB:

Renee Walker - 703-646-9875 or contracts@bodetech.com

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

What year was your company started? 1995

How many years and/or months has your company been in the business of performing the services called for in this Invitation for Bids? 25 years

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. Bode's home office and principal place of business is: 10430 Furnace Road, Suite 107, Lorton, VA 22079. Bode is a Delaware corporation and is authorized to transact business in Mississippi.

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

Bode will provide the services at its Lorton, VA laboratory. Evidence will be shipped to Bode via overnight delivery with signature upon receipt. This shipping method will maintain an intact chain of custody. The evidence will be returned in the same manner. Meetings between Bode and MSFL can be held via teleconference and/or video calls.

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. No, Bode is not currently or planning to be for sale.

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids. ISO 17025-accredited. All STR, YSTR and mtDNA processing is conducted to QAS standards.

For how many customers has your company provided the requested service in this IFB in the past two (2) years? Please include the dates, the size of the area maintained, and the annual amount of the billing to each customer.

Bode has provided the services outlined in Section 2.2 Scope of Work to over 30 customers in the past two years. We have provided a list attached as ATTACHMENT 1, which has been marked Confidential.

What is the largest customer your company has provided Customized Testing and Reporting assessment services for in the past two (2) years? Please include the annual amount of the billing. Bode's largest customer that has been provided Customized Testing and Reporting assessment services in the past two years is Massachusetts State Police. The annual amount of billing in 2023 was \$4.3M and to date in 2024 is \$3.2M.

ATTACHMENT 2

Bode has available the following equipment for use on this project:

- (2) Hamilton Vantage liquid handlers
- (5) Qiagen EZ1 extraction robots
- (3) Qiagen BioSprint96 extraction robots
- (5) ABI 7500 real-time quantitative PCR systems
- (28) ABI 9700 thermalcyclers
- (1) Hamilton STAR liquid handler
- (2) Hamilton STARlet liquid handlers
- (1) TECAN EVO liquid handler
- (5) ABI 3500xl genetic analyzers
- EZ2



Attachment B

Bid for Customized Testing and Reporting Services for MSFL

Company	Company Representative	Telephone
Bode Cellmark Forensics, Inc.	Renee Walker	703-646-9875

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

- All required equipment and materials
- All required insurance
- All required overhead.
- All required profit
- All required transportation
- All required labor
- All required business and professional licenses, permits, fees, etc. (if any)
- Any and all other costs associated with performing the services.

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

Reference 1

Name of Company: Massachusetts Department of State Police - Crime Laboratory
Dates of Services: Bode has provided services since October 2014 and is currently contracted through 2025.
Contact Person: Lynn Schneeweis
Address: 124 Acton Street
City/State/Zip: Maynard, MA 01754
Telephone: 978-451-3417
Fax:

Reference 2

Name of Company: Oklahoma State Bureau of Investigation
Dates of Services: Bode has provided services since March 2021 is currently contracted with OSBI through 2025.
Contact Person: Mistie Burris
Address: 6600 N. Harvey
City/State/Zip: Oklahoma City, OK 73116-7910
Telephone: 405-715-9528
Fax:

Reference 3

Name of Company: North Carolina State Crime Laboratory
Dates of Services: Bode began services May 2017 and is currently contracted with NCSCL through 2025.
Contact Person: Amanda Thompson
Address: 121 East Tryon Road
City/State/Zip: Raleigh, NC 27603
Telephone: 919-716-6780
Fax:

The bidder may submit as many references as desired by submitting as many additional copies of this Attachment C, References, as needed. The Mississippi Department of Public Safety will begin contacting references at the top of the list and will continue down the list until 3 contacts have been reached. See Section 4.2 of this Invitation for Bids.

Reference 1

Name of Company: Missouri State Highway Patrol - DPS
Dates of Services: Bode's began services November 2018 and the contract ended June 2024.
Contact Person: Stacey Bolinger
Address: 1510 East Elm Street
City/State/Zip: Jefferson City, MO 65101
Telephone: 573-526-6134 x2502
Fax:

Reference 2

Name of Company: City of Austin - Austin Police Department
Dates of Services: Bode began services August 2017 and is contracted with Austin PD through 2025.
Contact Person: Kimberly Clement
Address: 715 E 8th St
City/State/Zip: Austin, TX 78701
Telephone: 512-974-5948
Fax:

Reference 3

Name of Company:
Dates of Services:
Contact Person:
Address:
City/State/Zip:
Telephone:
Fax:

The bidder may submit as many references as desired by submitting as many additional copies of this Attachment C, References, as needed. The Mississippi Department of Public Safety will begin contacting references at the top of the list and will continue down the list until 3 contacts have been reached. See Section 4.2 of this Invitation for Bids.

****Revised**
Attachment D**

Certifications and Assurances

I/We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

1. REPRESENTATION REGARDING CONTINGENT FEES
By responding to the solicitation, 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 with the offeror's response, to the Agency prior to contract execution.
2. REPRESENTATIONS 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 MSDPS 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 agency 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.
3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
By submitting a bid, the bidder, certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder, or competitor for the purpose of restricting competition.
4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES
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 contract

cannot make such a representation, a full and complete explanation shall be submitted in writing with the bidder's response to the agency prior to contract execution. The prospective Contractor represents as a part of such Contractor's bid

Name/Title: Mike Cariola, CEO/President

Signature/Date:



12/30/2024

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

+

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

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

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

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

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



Signature

12/30/2024

Date

Mike Cariola, CEO/President

Name (Printed)

12/30/2024

Date

Bode Cellmark Forensics, Inc.

Capability Statement – Sexual Assault Kit Initiative

Executive Summary

The Mississippi Forensics Laboratory (MCL) is seeking information for the assistance of a qualified firm to provide DNA analysis and aid with the reduction of their sexual assault kit (SAK) backlog. Bode Technology (Bode) is a premier forensic DNA testing laboratory with years of experience preventing and eliminating casework backlogs. Bode would like to support the MCL in their goal of reducing their SAK backlog and can do so as outlined within this capability statement. Bode's experts deliver all services required in a timely manner to meet the objectives of our clients.

Bode brings 25 years of demonstrated technical expertise and advancements in the field of forensic identification, as well as successful execution of hundreds of contracts. Based in Lorton, Virginia, a suburb of Washington D.C., Bode employs more than 150 analysts, scientists, and technologists who are dedicated to developing and utilizing state-of-the-art technology to achieve Bode's mission of being the most trusted provider of forensic DNA analysis in the world.

Bode is staffed with highly qualified and skilled individuals who provide forensic services simultaneously for over 50 agencies/jurisdictions worldwide, has completed more than 200,000 forensic cases in the last ten years, has processed more than 2.5 million offender and arrestee samples for CODIS, and has provided expert testimony over 450 times in the last five years.

Bode has unmatched experience in providing DNA analysis services to the domestic market. Specifically, Bode has developed capacity to support long-term and short-term SAK projects.

Bode's experience includes:

- 2023 completion of >20,000 forensic cases, including 10,000+ sexual assault kits and over 100 forensic genealogy cases;
- Completion of more than 125,000 sexual assault kits all-time;
- Staff of 150 technologists, analysts, and supervisors dedicated to forensic DNA analysis;

Commitment to Quality

Bode is accredited to ISO/IEC 17025:2017 for Forensic Testing and Calibration Laboratories by ANSI National Accreditation Board (ANAB). Bode maintains compliance with the FBI Quality Assurance Standards for Forensic Testing Laboratories and DNA Databasing Laboratories.

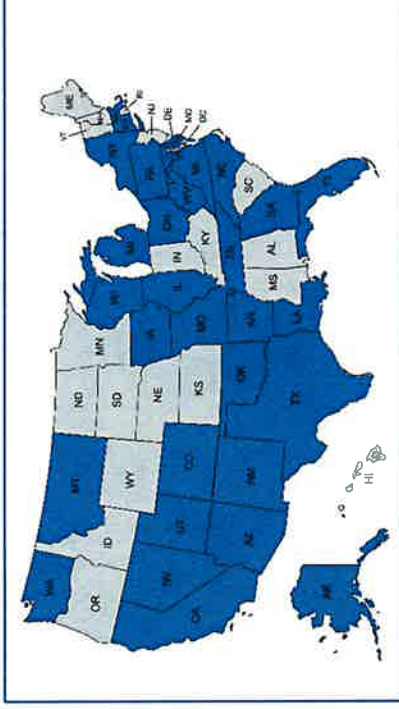
All DNA analysis at Bode utilizes validated procedures that meet the FBI's Quality Assurance Standards, SWGDAM validation guidelines for forensic DNA analysis methods, and ISO 17025 accreditation requirements. Bode regularly works with crime laboratories across the country to ensure these results are entered into the FBI's CODIS DNA database.

Immediate positive impact for our Sexual Assault Kit Backlog Reduction clients:

- 25 year history of demonstrated technical experience and advancements in the field of forensic identification
- Proven capacity of more than 1,500 sexual assault kits tested per month
- **Commitment to quality** through extensive training and a robust quality management system
- Staffed with highly qualified and skilled experts who provide forensic services simultaneously for over 50 agencies/jurisdictions worldwide
- Unsurpassed forensic casework experience having completed DNA testing on **more than 125,000 sexual assault kits**
- Proven track record of implementing highly efficient, cost saving operational strategies

Sexual Assault Testing Experience

Bode provides comprehensive service offerings to our clients to create a safer and more secure world and support the law enforcement community by helping close as many cases as possible through forensic DNA testing. Over the past 5 years alone, Bode has processed more than 50,000 sexual assault kits and introduced the Bode ASAP program to test sexual assault cases in as fast as two weeks. Bode has also introduced new solutions, including the use of Forensic Genealogy to allow investigators to develop investigative leads in cases entered into CODIS that did not result in a DNA match.



Bode Assisted Sexual Assault Testing Projects

Key Factors in Sexual Assault Testing Success

- **Accreditation and Experience:** Bode's 25-year history of demonstrated technical experience and advancements in the field of forensic identification, including completion of more than 200,000 forensic cases in the last ten years alone as an ISO17025 Accredited Forensic Laboratory.
- **Backlog Reduction:** Regularly reporting 1,500+ sexual assault kits per month from backlog reduction efforts.
- **High-throughput testing:** Testing of current cases in as fast as two-weeks to reduce turnaround time and develop investigative leads quickly.
- **Challenging casework:** Testing of complex cases including violent crimes and cold case testing. Bode also offers rush DNA testing and rapid DNA analysis to meet critical deadlines and provide timely investigative information.
- **Advanced DNA Technologies:** Bode offers all DNA technologies that can help deliver results including STR, mini-STR, Y-STR, mtDNA, and Forensic Genealogy using both Microarray SNPs AND Genome Sequencing. Bode evaluates each case and determines the best process to deliver impact and success while working within our clients' budgets.
- **Testimony:** Bode's operations is staffed with highly qualified and skilled experts who routinely provide expert testimony throughout the United States.
- **Forensic Genealogy Success:** Through our research, Bode triages samples and provides processing recommendations leading to uploadable profiles in >95% of the samples proceeding for SNP or GS testing.
- **Cutting Edge:** Bode has provided Forensic Genealogy Testing on >100 cases in the past 12 months.
- **New in 2024:** Bode now offers targeted and whole genome sequencing in-house, validated and accredited to ISO/IEC 17025 standards.

SAK Process Flow

To accomplish the specified scope of work and technical testing requirements, Bode proposes to use the following technical approach for the analysis of forensic casework.



Case Reporting

All data is analyzed independently by two (2) different qualified analysts and any discrepancies are resolved prior to reporting. Bode will provide a written, detailed report of male-screening and DNA testing performed as well as the results of that testing and will include an interpretive statement for any DNA comparisons with known standards that is supported by statistical calculations if necessary. All reports undergo a 100% full technical and administrative review by a third qualified analyst prior to release of the case files and reports.

Bode's batch reporting format will be delivered electronically through a secure transfer. Bode will determine whether a SAK has a CODIS-eligible DNA profile (based on guidance from the MCL) and will batch all case file data on the secure file transfer site into three (3) separate case types:

- Male-screen negative cases
- Cases with data not suitable for CODIS upload
- Cases with data suitable for CODIS upload

Method Differentiators

Bode strives to simplify the outsourcing process and create a streamlined solution for efficient processing of cases. Bode works with agencies to meet all technical requirements and is mindful of budgetary and timing constraints associated with each project. Examples of specific process improvements have been provided below, demonstrating Bode's commitment to continual method improvement and technical expertise:

- **Extraction Improvements**

Bode has developed a DNase based extraction method to use during the differential lysis step. This procedure has been automated, reduces the overall extraction time, and creates better separation of sperm cells and epithelial cells thus reducing the time required to deduce profiles and analyze mixtures.

- **Automation**

Bode has implemented automation at various stages within the DNA analysis process in the laboratory. In addition to improving throughput, automation is a key element in decreasing the number of manual sample transfers, thereby decreasing the possibility for human error. Most extractions are performed robotically using the QIAGEN Lyse & Prep kit or ThermoFisher Prepfil kit on the Hamilton VANTAGE. Bode also utilizes an automated DNase extraction procedure which allows for cleaner differential separations and more single source sperm fractions. Bode has also validated automated procedures for quantification, normalization, amplification and capillary electrophoresis plate setup using Hamilton liquid handlers.

- **Internal Quality Control Database**

Bode has implemented comprehensive software-based quality assurance measures to identify any potential sample switches or contamination. The search algorithms allow for the searching of mixtures as well as partial profiles. Finally, the criteria for a match can be modified to allow for partial matches, lower stringency, and different periods of time. All cases are searched in BodeMatch prior to reporting.

Internal Quality Control Database	
▪	Profiles searched prior to reporting
▪	Ability to search mixtures and partial profiles
▪	Improves quality control

- **Barcoding/ Sample Tracking**

Bode has implemented barcoding throughout the laboratory workflow. The barcode system is used to track samples at the case, item, tube and plate level. Barcodes are scanned directly into software or worksheets. The robust sample tracking system significantly reduces risks of sample switches and administrative errors from manual transcription.

DNA Testing Services at Bode

Improvements in DNA sampling techniques, along with increasingly sensitive testing methods, have enabled scientists to obtain results from cases that were once unsolvable. Bode offers cutting-edge solutions to help resolve your cases. Bode scientists are leaders in the use of the latest technologies.

Advanced Sampling Techniques

Bode accepts nearly all types of evidence including, but not limited to, clothing, tools and weapons, cigarette butts, hairs, shell casings, and unidentified remains.

Bode has validated specialized sampling techniques for different types of evidence. All samples are evaluated individually to identify the best type of sampling method.

Sampling methods include:

- Bode X-traction™ (ATF “Rinse and Swab” Method)
- Swabbing
- Scraping
- Tape Lifts and Post-it Notes (Low-tack Tape)
- Cutting

Bode can also process samples collected on M-Vac® filters. Bode does not accept firearms or illicit substances for testing but can accept swabs from these items.

Biological Fluid Screening

Bode maintains the capability to screen any evidence for the presence of blood, semen or saliva as appropriate for each type of sample. Bode can assess evidence items by Alternate Light Source or visual examination in order to isolate potential bodily fluid stains. All items that are examined visually and with ALS are thoroughly documented in the case file. Stains that are identified for further testing are mapped through diagrams and photo-documentation as necessary. For items indicating possible touch DNA testing or suspected of containing minimal DNA, Bode typically proceeds directly to DNA in order to conserve limited starting material.

STR Analysis

DNA extracts will be PCR-amplified with the specified 24 Locus STR amplification kit on the AB 9700 PCR thermal cycler. Bode will run amplification positive and amplification negative controls with each assay to ensure reliability of results. Bode will process samples using capillary electrophoresis on the Applied Biosystems 3500/3500xl series genetic analyzers and will utilize GeneMapper ID-X operating software as required.

Bode’s mixture interpretation and report wording guidelines include the interpretation of up to four (4) person mixtures with statistical criteria based on the use of both analytical and stochastic thresholds as defined by the Scientific Working Group for DNA Analysis Methods (SWGDM). Bode also offers mixture deconvolution using probabilistic genotyping (STRMix), as noted below.

- Forensic Genealogy
- STR Analysis
- Y-STR
- Biological screening
- mtDNA testing
- STRmix

Y-STR Analysis

Y-STR analysis involves the examination of DNA on the Y chromosome, which is present only in males. The male-specific nature of this test is advantageous because it ignores any female DNA that may be present in a sample. This may eliminate the need to separate and extract female DNA from a sexual assault kit or allow another male relative of a male suspect or victim to be tested.

For Y-STR analysis, Bode has validated Promega's PowerPlex Y23 kit and the Applied Biosystems Yfiler Plus kit. Bode will run amplification positive and amplification negative controls with each assay to ensure reliability of results. Bode will process samples using capillary electrophoresis on the Applied Biosystems 3500/3500xl series genetic analyzers and will utilize GeneMapper ID-X operating software as required.

Mitochondrial DNA Testing

Mitochondrial DNA (mtDNA) analysis is often performed on small, old or degraded samples that are believed to be from a single source. Bode analysts are also trained in the recovery of hairs and determination of hair suitability for DNA testing. Analysts have been trained to evaluate hairs microscopically and Bode has extensive experience performing mtDNA testing, utilizing it for criminal casework and remains identification. Upon request, Bode will analyze casework samples for mitochondrial DNA sequencing, parentage testing, and kinship testing.

Mitochondrial DNA is maternally inherited, thus mtDNA will be the same in individuals descended from the same maternal lineage. Mitochondria are present in large quantities in a single cell, so mtDNA is often present when nuclear DNA is minimal or has been highly degraded. This makes mtDNA analysis a valuable method of DNA testing in cases in which there is degraded sample or a limited amount of sample available.

Probabilistic Genotyping Software- STRmix

Bode has validated and implemented STRmix probabilistic genotyping software for mixture analysis in casework. Through this implementation, Bode will interpret using STRmix when applicable. Bode currently has the technology online for the Globalfiler, PowerPlex Fusion 6C, PowerPlex Fusion and Qiagen Investigator 24plex amplification kits.

The use of probabilistic genotyping enables Bode's analysts to develop more profiles in cases that were previously determined to be too complex to analyze.

By using this technology, we can:

- ✓ Generate more useable DNA profiles.
- ✓ Deliver more investigative information.
- ✓ Interpret previously unresolvable mixtures.

Bode's Forensic Genealogy Services (FGS)

Forensic Investigative Genetic Genealogy (FIGG) utilizes traditional and genetic genealogy research with advanced DNA testing to help identify potential links to unknown profiles. Traditional genealogy traces lineages throughout history to develop family trees and demonstrate relationships between individuals while genetic genealogy incorporates those practices along with DNA analysis to enable researchers to develop those same relationships from an unknown sample.

Forensic investigative genetic genealogy requires the sequencing of tens of thousands of single nucleotide polymorphisms (SNP) markers and relies on voluntary submissions of DNA profiles to publicly available genealogy databases. Bode's Forensic Genealogy Service (FGS) can search resulting profiles against multiple DNA databases that allow for law enforcement to use in investigating violent crimes such as rape and homicide as well as unidentified human remains (UHR) cases. With the combination of CODIS and FIGG, the impact of DNA evidence to solve crimes vastly improves.

Bode's genealogy team is led by **Teresa Vreeland**, a DNA expert with *over 15 years* casework experience. She leads a team of 7 genealogists which possesses a combined 75 years' experience.

In order to search genealogy databases such as GEDMatch PRO™ and FamilyTreeDNA, genotyping of SNPs from the unknown evidence must be conducted. The resulting SNP DNA profile is compared to genotypes from individuals in the database and matches are returned that include the amount and quality of overlapping DNA segments, which helps determine the predictive relationship between two profiles out to several generations. From this initial genetic clue, genealogists then use available resources to develop family trees, determine close and distant relatives, and in some cases the identity of the individual. By implementing FIGG, investigators have successfully identified suspects in many high-profile cold cases.

Through experience in testing hundreds of thousands of forensic evidence samples, Bode understands the complexity in testing evidence which may have limited amounts of DNA, may be severely degraded, or may be challenging to extract quality DNA. Bode has completed extensive validations that evaluate the precision, accuracy, and reproducibility of all our procedures. This experience can directly be applied to performing Forensic Genealogy

Services, to enable us to apply the best testing approach to each unique piece of evidence with the goal of getting the most usable data and the best results.

Bode now offers a full suite of end-to-end SNP testing options in our Lorton, VA laboratory, including targeted and whole genome sequencing validated and accredited to ISO 17025 Standards. Coupling Bode's extensive experience in DNA testing and the superior capabilities of the AVITI™ system by Element Biosciences our scientists effectively obtain probative DNA results from complex and challenging samples. In the event a sample is not suitable for whole genome sequencing, Bode also validated targeted sequencing using the ForenSeq Kintelligence system by Verogen. By validating and implementing multiple SNP testing options with new workflows, we maximize results from your irreplaceable DNA evidence samples while following best practices.

2024 Updates
- Genome Sequencing by Bode at Bode
- ISO 17025 accredited
- >90% success rates
- Superior Quality

Bode has thoroughly researched and pushed the limits of DNA testing for genetic genealogy purposes. As a result, Bode's genealogy team can review cases and recommend a testing process to give our clients the best chances for generating useable DNA profiles. Bode's scientists consider the quality, quantity, and source of DNA evidence and provide a recommendation of how to best handle the evidence. It is important to work the best samples and cases to utilize time and funding effectively and efficiently to support an investigation. By offering a full suite of SNP testing options Bode offers cost-effective approaches to our clients, while also getting them the best results. Bode considers a sample passing when the quality of the result is suitable for searching in both the Family Tree DNA database and GEDMatch PRO. By implementing our triaging step, we have >90% success rate of cases overall.

Bode's team also offers genealogy research to help provide investigative information. Utilizing a team of experienced and board-certified genealogists can help develop these investigative leads and produce more streamlined investigations. Evaluating credible sources, applying stringent quality and ethical standards, and employing diverse investigative methods in solving complex problems of identity and kinship.

Greater Laboratory
Success

Improved Quality
Investigative Leads

Faster Identity
Resolution

With the ability to conduct short tandem repeat (STR) testing on forensic samples, Bode is able to offer the final and critical part of the investigation by performing confirmation testing. Once an unidentified person in a case is identified, investigators should obtain a reference sample from a family member or personal effect to perform a direct comparison to the original evidence. Bode offers expedited confirmation testing in our accredited laboratory to quickly confirm the identity of the individual. A report that includes the statistical likelihood that the new sample matches the original evidence will be issued.

Surname Search - More Investigative Leads

While forensic genealogy provides new data for solving cold cases, not every DNA investigation generates investigative leads, especially when usable sample is extremely small. Bode's genealogy team and partners implement advanced genealogy techniques in our Surname Search service utilizing a Y-chromosome profile to perform advanced searches on available Y DNA kits. These searches can develop inclusive and exclusive information on biogeographical indicators and may develop potential surnames linked to unknown evidence. The Surname Search is executed in two phases and results are delivered in a user-friendly format.

Summary- Results Driven

For 25+ years, Bode has been a leader in forensic DNA analysis. Bode's highly refined protocols and rigorous quality systems are used every day to identify perpetrators of crimes, identify the missing and exonerate the innocent. Bode has incorporated these same principles to deliver a forensic genealogy solution for our clients. Through the usage of accredited testing laboratories, board certified and experienced genealogists, and investment in research, Bode has developed a high-quality, turnkey solution for crime laboratories, law enforcement agencies and attorneys to take advantage of this new investigative tool.

Addendum 3: Accreditation Certificate and Scope of Accreditation



CERTIFICATE OF ACCREDITATION

The ANSI National Accreditation Board

Hereby attests that

Bode Cellmark Forensics, Inc.

dba Bode Technology

10430 Furnace Road, Lorton, Virginia 22079 USA

Fulfills the requirements of

ISO/IEC 17025:2017

Accreditation Requirements for Forensic Testing and Calibration (2023)

FBI Quality Assurance Standards for Forensic DNA Testing Laboratories:2020

FBI Quality Assurance Standards for DNA Databasing Laboratories:2020

In the field of

Forensic Testing

This certificate is valid only when accompanied by a current scope of accreditation document.

The current scope of accreditation can be verified at www.anab.org



Pamela L. Sala

Pamela L. Sala, Vice President, Forensics

Expiry Date: 30 April 2025

Certificate Number: FT-0268



****Revised**
Attachment D**

Certifications and Assurances

I/We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

1. REPRESENTATION REGARDING CONTINGENT FEES
By responding to the solicitation, 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 with the offeror's response, to the Agency prior to contract execution.
2. REPRESENTATIONS 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 MSDPS 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 agency 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.
3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
By submitting a bid, the bidder, certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder, or competitor for the purpose of restricting competition.
4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES
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 contract

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

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

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

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

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



Signature

12/30/2024
Date

Mike Cariola, CEO/President

Name (Printed)
Bode Cellmark Forensics, Inc.

12/30/2024
Date

3160007024 Questions and Answer

IFB # 3160007024 Customized Testing and Reporting Services for DNA Sexual Assault Kits for MSFL

December 20, 2024

Question 1:

Under DNA Extraction/Purification, the second bullet requires evidence to be extracted using a Qiagen silica-based purification method. Would a Qiagen bead-based purification method be acceptable (e.g., EZ1/EZ2)?

Answer: Yes

Question 2:

Under date presentation, the scope of work list minimum RFU requirements that may not align with our established validation parameters. Is it acceptable to use our validated parameters?

Answer: Yes. Please provide your validated parameters in your bid response.

Question 3:

In Attachment B, the pricing page calls for a description, a price, and an annual total price. Can the MSFL provide the number of cases expected to be sent each year so that an annual total may be calculated?

Answer: Currently, we have 396 SAK to be worked. We are unsure how our influx of kits due to MS Code 99-51-1 will affect our annual cases submitted.

Question 4:

Would you please consider a one-week extension of the Bid Submission Deadline to give Bidders additional time to submit the response. Alternatively, please consider allowing Bidders to submit the response electronically.

Answer: The bid submission deadline will remain the same as listed in the timeline section 1.1.1 page 2. Bidders are to submit bids as listed in section 1.1 Bid Acceptance period page 2 of IFB solicitation.

Question 5:

Section 2.3 (Term) states that there will be approximately 2,164 samples and indicates that these will consist of drug samples. Is that included in error? If so, is there an estimated number of SAEKs that the MSFL wishes to have tested under this contract?

Answer: The statement "There will be approximately 2,164 samples and indicates that these will consist of drug samples" was included in error. Currently, we have 396 SAK to be worked. We are unsure how our influx of kits due to MS Code 99-51-1 will affect our annual cases submitted.

Question 6:

Section 2.2 states that testing of SAEKs will proceed based on analysis batch sizes determined by the vendor laboratory's proposals and the turn-around times outlined therein. Is it acceptable to provide this information in a cover letter or is there a different preferred form or method?

Answer: Yes, this is acceptable.

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



Signature

12/20/2024

Date

Mike Cariola

Name (Printed)

12/20/2024

Date

cannot make such a representation, a full and complete explanation shall be submitted in writing with the bidder's response to the agency prior to contract execution. The prospective Contractor represents as a part of such Contractor's bid

Name/Title: Mike Carola, CEO/President

Signature/Date:



12/30/2024

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

+

AMENDMENT II
IFB- 3160007024
The Mississippi Department of Public Safety
December 23, 2024

The Mississippi Department of Public Safety amends the Invitation for Bid, Bid Form page 21 to clarify submission of price acceptance:

Customized Testing and Reporting Services to provide price per case rather than an annual price.

*****See attachment for updated Bid Form*****

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

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

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

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

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



Signature

12/30/2024

Date

Mike Cariola

Name (Printed)

12/30/2024

Date

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

RFX# 3160007024

Date: January 3, 2025 – Time: 10:00 A.M. (CST)

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

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

BID FORM (Part one)


<u>Description</u>	<u>Price</u>
Customized Testing and Reporting Services, (Price Per Case)	\$ 1,475

Bid Form (Part Two)

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bids, 3160007024, and the attachments herein.
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160007024, and the attachments herein.
3. That the company agrees to all provisions of this Invitation for Bids, 3160007024, and the attachments herein.
4. That the company will perform, without delay, the services required at the prices quoted in this Attachment B.
5. This is the best of its knowledge and belief the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to performed under this Invitation for Bids.

Printed Name: Mike Cariola

Signature/Date:  12/30/2024

Vendor Bid Packet #2



STATE OF MISSISSIPPI

TATE REEVES, GOVERNOR

DEPARTMENT OF PUBLIC SAFETY

SEAN J. TINDELL, COMMISSIONER

January 14, 2025

Mr. Michael Qualls
Signature Science LLC
8501 N. Mopac Expressway STE 100
Austin TX 78759

RE: Invitation for Bids #3160007024 to provide Customized Testing and Reporting Services for DNA testing of Sexual Assault Evidence Kits for the Mississippi Department for Public Safety (MDPS) Forensic Laboratory.

Dear Mr. Qualls,

The MS Department of Public Safety would like to thank you for your time, effort, and interest in the Invitation for Bids (IFB) for Customized Testing and Reporting Services DNA testing of Sexual Assault Evidence Kits. However, based on the award criteria that was listed in the IFB, we have selected another company. Our choice in no way reflects upon your excellent skills and abilities.

We sincerely thank you for submitting your bid and appreciate your interest. Although your company was not chosen, we will keep your company information on our mailing lists for any future projects we might have.

Should you have any questions, please do not hesitate to contact the Procurement Department.
Sincerely,

Britney Westley, Procurement Officer
/bw

Company	Company Representative	Telephone
Signature Science, LLC	Michael Qualls	512-583-2306

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

- All required equipment and materials
- All required insurance
- All required overhead.
- All required profit
- All required transportation
- All required labor
- All required business and professional licenses, permits, fees, etc. (if any)
- Any and all other costs associated with performing the services.

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

BID Form (Part One)

Description	Price
Customized Testing and Reporting Services, Annually Total	\$1,625 per SAK

Bid Form (Part Two)

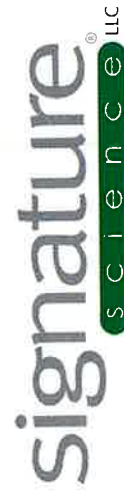
By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bids, 3160007024, and the attachments herein.
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160007024, and the attachments herein.
3. That the company agrees to all provisions of this Invitation for Bids, 3160007024, and the attachments herein.
4. That the company will perform, without delay, the services required at the prices quoted in this Attachment B.
5. This is the best of its knowledge and belief the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to performed under this Invitation for Bids.

Printed Name: Michael Qualls



Signature/Date: 12/17/2024



Proposal for
Mississippi Forensics Laboratory (MSFL)

ATTACHMENTS A, B, C, & D

Submittal Date:
03 January 2025

IFB No.: 3160007024

SUBMITTED TO (GOVERNMENT):

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


PREPARED BY:

Signature Science, LLC
8501 N Mopac Expy, Ste 100
Austin, TX 78759-8303

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in ALL sheets of this proposal. This document contains trade secrets or commercial or financial information that is confidential or privileged and is exempt from release under the provisions of the Freedom of Information Act [5 U.S.C. 552(b)(4)]. This document contains information that, if disclosed, would invade an individual's personal privacy, and is exempt from release under the provisions of the Freedom of Information Act [5 U.S.C. 552(b)(6)].

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
TABLE OF CONTENTS	I
ATTACHMENT A - BID COVER SHEET	A-1
ATTACHMENT B - BID FOR CUSTOMIZED TESTING AND REPORTING SERVICES FOR MSFL	B-1
ATTACHMENT C - REFERENCES	C-1
ATTACHMENT D - CERTIFICATIONS AND ASSURANCES	D-1

Name of Company:	Signature Science, LLC
Quoted By:	Leslie Parke
Signature:	
Address:	8501 North Mopac Expressway, Suite 100
City/State/Zip Code:	Austin, TX 78759
Company Representative:	Leslie Parke
Telephone:	512-533-2010
Fax:	512-533-2069
E-mail:	L.Parke@signaturescience.com

FEI/FIN # (if company, corporation, or partnership):	90-0041499
SS# (if individual):	Not applicable

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB:

Michael Qualls, 512-583-2306

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

1. What year was your company started?

2001

2. How many years and/or months has your company been in the business of performing the services called for in this Invitation for Bids?

23 years in business, 10 years in forensic DNA testing

3. Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

8501 North Mopac Expressway, Suite 100
Austin, TX 78759

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

Evidence will be submitted to SigSci via FedEx or other shipper of MSFL's choice. Results will be transmitted electronically via links to SigSci's secure FTP site where MSFL staff can download files at their convenience. Results will be reported such that each case is presented in a separate file for ease of review.

5. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

No

6. List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids.

ANSI National Accreditation Board (ANAB) certificate number FT-0005.

7. For how many customers has your company provided the requested service in this IFB in the past two (2) years? Please include the dates, the size of the area maintained, and the annual amount of the billing to each customer.

Dates, Customers, and Annual Billing

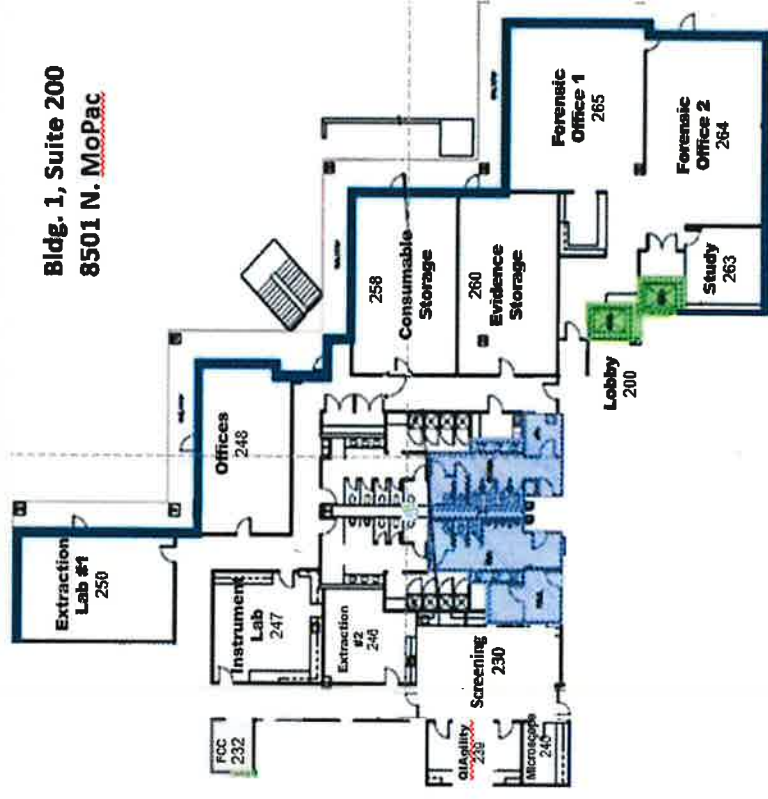
FY	APD	DFS	HFSC	USAO
FY23	\$520,513	\$857,035	\$1,492,920	\$418,797
FY24	\$641,815	\$1,155,915	\$2,128,920	\$418,093

FY	LVMPD	FWPD	SJPD	TxDPS	Misc
FY23	\$376,650	n/a	n/a	\$458,862	\$43,067
FY24	\$466,669	\$172,990	\$50,400	\$131,115	\$91,041

FY23 = Oct 2022 through Sep 2023

FY24 = Oct 2023 through Sep 2024

Forensic DNA Size of Area Maintained



8. What is the largest customer your company has provided Customized Testing and Reporting assessment services for in the past two (2) years? Please include the annual amount of the billing.

Houston Forensic Science Center: FY23 = \$1,492,920; FY24 = \$2,128,920

9. Describe any specific service which your company offers along with any specialized experience, certification, and/or education of your current staff.
- Standard turn-around time is 60 calendar days
 - Capacity initially is 25 cases/month, ramping up every two months thereafter (e.g, 50 cases/month, 75 cases/month) as needed to meet MSFL needs
 - SigSci has successfully executing this type of ramp up strategy with the City of Austin, HFSC, Texas DPS, and LVMPD over the years to ensure that cases are reported to these clients on or before the pre-determined due dates
 - STACS-Casework™ software that organizes deliverables by case and is easy for CODIS staff at MSFL to review
 - No charge for discovery requests from prosecuting offices
 - Experience with Globalfiler amplification kit since 2016, STRmix since 2018
 - Signature Science will use their own validated thresholds for GlobalFiler analysis. For the 3500xL, the limit of linearity is 25,000 RFU. For manual interpretation, peaks above 25,000 RFU will generally not be used except for questioned samples interpreted as originating from a single individual or known reference standards. For STRmix analysis, alleles above 25,000 RFU are permissible at sex determining loci in questioned samples as well as at all locations of reference samples. See the table below for analytical and stochastic thresholds. Stochastic thresholds are dependent on the type of thermal cycler used (Veriti or 9700).

GlobalFiler™ 29 cycles/3500xL (full reactions)			GlobalFiler™ 29 cycles/3500xL (half reactions – knowns only)			
Injection Assay	AT (RFU)	ST (RFU) Veriti	ST (RFU) 9700	Injection Assay	AT (RFU)	ST (RFU) Veriti
10sec	125	350	300	10sec	170	650
15sec	125	475	425	24sec	170	1100
24sec	125	750	525	-	-	-

- All analysts are licensed through the Texas Forensic Science Commission
- Fired cartridge casing extractions (combination of ‘dunking’ and swabbing in order to maximize recovery)
- Forensic genetic genealogy

10. List all the equipment that your company has available or that is intended to be used to perform the services required in this Invitation for Bids.

OWNED EQUIPMENT

Year	Make	Model	ID#	Capacity	Description
2012	Qiagen	QIAcube	11750	12 samples	Extraction robot
2017	Qiagen	QIAcube	4972	12 samples	Extraction robot
2017	Qiagen	QIAcube	4963	12 samples	Extraction robot
2017	Qiagen	QIAcube	6235	12 samples	Extraction robot

OWNED EQUIPMENT

Year	Make	Model	ID#	Capacity	Description
2017	Qiagen	QIAcube	7824	12 samples	Extraction robot
2021	Qiagen	QIAcube Connect	01975	12 samples	Extraction robot
2021	Qiagen	QIAcube Connect	01928	12 samples	Extraction robot
2023	Qiagen	QIAcube Connect	03580	12 samples	Extraction robot
2017	Qiagen	EZ1	L172A1915	12 samples	Extraction robot
2017	Qiagen	EZ1	L172A1916	12 samples	Extraction robot
2023	Qiagen	EZ2	P0922040F	22 samples	Extraction robot
2023	Qiagen	EZ2	P0524015F	22 samples	Extraction robot
2017	Qiagen	QIAgility	12028	96 well plate	Quant/amp setup
2021	Qiagen	QIAgility	028602	96 well plate	Quant/amp setup
2012	Thermo Fisher (Applied Biosystems)	7500	275006434	96 well plate	Quantification
2016	Thermo Fisher (Applied Biosystems)	7500	275009901	96 well plate	Quantification
2016	Thermo Fisher	Veriti	2990221776	96 well plate	Thermalcycler
2018	Thermo Fisher	Veriti	2990237150	96 well plate	Thermalcycler
2015	Thermo Fisher (Applied Biosystems)	3500xL	23318-180	96 well plate	Capillary electrophoresis
2017	Thermo Fisher (Applied Biosystems)	3500xL	28320-041	96 well plate	Capillary electrophoresis

Recent purchase (Dec 2024) of Hamilton STAR 96 sample extraction robot (expected delivery in February 2025). Will also purchase two Veriti Pro thermalcyclers in 2025.

REFERENCE 1

Name of Company:	Houston Forensic Science Center
Dates of Services:	13 July 2020 to current (through 31 December 2025) via various contracts
Contact Person:	Dr. Amy Castillo, Chief Operating Officer
Address:	500 Jefferson St, 13th Floor
City/State/Zip	Houston, Texas 77002
Telephone:	832-937-5035
Email:	acastillo@hfsctx.gov

REFERENCE 2

Name of Company:	Las Vegas Metropolitan Police Department
Dates of Services:	28 January 2023 to current (previous contract 16 September 2021 – 30 May 2022)
Contact Person:	Ms. Kellie Gauthier, Unit Supervisor
Address:	400 S. Martin L. King Blvd
City/State/Zip	Las Vegas, Nevada 89106
Telephone:	702-828-8120
Email:	k8691g@lvmpd.com

REFERENCE 3

Name of Company:	Washington DC Department of Forensic Sciences, Forensic Biology Unit
Dates of Services:	17 August 2015 to current (through 10 March 2029) via various contracts
Contact Person:	Ms. Julie Ferragut
Address:	401 E. Street SW, 3 rd Floor
City/State/Zip	Washington DC, 20024
Telephone:	202-727-0418
Email:	julie.ferragut@DC.gov

REFERENCE 4

Name of Company:	City of Austin Forensic Science Division
Dates of Services:	21 Feb 2017 to current (through 31 August 2019)
Contact Person:	Dr. Dana Kadavy, Director
Address:	812 Springdale Road
City/State/Zip	Austin, Texas 78702
Telephone:	512-974-5118
Email:	dana.kadavy@austintexas.gov

REFERENCE 5

Name of Company:	Texas Department of Public Safety
Dates of Services:	7 May 2021 to current (through 14 May 2026)
Contact Person:	Mr. Brady Mills, Chief of Crime Laboratory Division
Address:	5806 Guadalupe Street
City/State/Zip	Austin, Texas 78757
Telephone:	512-424-7151
Email:	brady.mills@dps.texas.gov

REFERENCE 6

Name of Company:	City of San Jose Police Department
Dates of Services:	14 June 2024 to current (through 13 June 2025 with 4 option years)
Contact Person:	Ms. Angelie Donzanti, Sexual Assaults Investigations Unit/Special Victims Unit
Address:	201 W. Mission Street
City/State/Zip	San Jose, California 95110
Telephone:	408-277-4102
Email:	angelie.donzanti@sanjoseca.gov

Attachment D**Certifications and Assurances**

We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

1. REPRESENTATION REGARDING CONTINGENT FEES

By responding to the solicitation, 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 with the offeror's response, to the Agency prior to contract execution.

2. 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 MS DPS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of agency 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.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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 contract cannot make such a representation, a full and complete explanation shall be submitted in writing with the bidder's response to the agency prior to contract execution. The prospective Contractor represents as a part of such Contractor's bid.

Name/Title: Michael Qualls, Contracts Specialist

Signature/Date:  23 DEC 2024

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

AMENDMENT II
IFB- 3160007024
The Mississippi Department of Public Safety
December 23, 2024

The Mississippi Department of Public Safety amends the Invitation for Bid, Bid Form page 21 to clarify submission of price acceptance:

Customized Testing and Reporting Services to provide price per case rather than an annual price.

*****See attachment for updated Bid Form*****

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

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

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

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

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


Signature

30 DEC 2024
Date

Michael Qualls
Name (Printed)

Date

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

RFX# 3160007024

Date: January 3, 2025 – Time: 10:00 A.M. (CST)

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

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

BID FORM (Part one)

Description	Price
Customized Testing and Reporting Services, (Price Per Case)	\$ 1,625 per SAK

Bid Form (Part Two)

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bids, 3160007024, and the attachments herein.
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160007024, and the attachments herein.
3. That the company agrees to all provisions of this Invitation for Bids, 3160007024, and the attachments herein.
4. That the company will perform, without delay, the services required at the prices quoted in this Attachment B.
5. This is the best of its knowledge and belief the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to performed under this Invitation for Bids.

Printed Name: Michael Qualls

Signature/Date:  30 DEC 2024

3160007024 Questions and Answer

IFB # 3160007024 Customized Testing and Reporting Services for DNA Sexual Assault Kits for MSFL

December 20, 2024

Question 1:

Under DNA Extraction/Purification, the second bullet requires evidence to be extracted using a Qiagen silica-based purification method. Would a Qiagen bead-based purification method be acceptable (e.g., EZ1/EZ2)?

Answer: Yes

Question 2:

Under date presentation, the scope of work list minimum RFU requirements that may not align with our established validation parameters. Is it acceptable to use our validated parameters?

Answer: Yes. Please provide your validated parameters in your bid response.

Question 3:

In Attachment B, the pricing page calls for a description, a price, and an annual total price. Can the MSFL provide the number of cases expected to be sent each year so that an annual total may be calculated?

Answer: Currently, we have 396 SAK to be worked. We are unsure how our influx of kits due to MS Code 99-51-1 will affect our annual cases submitted.

Question 4:

Would you please consider a one-week extension of the Bid Submission Deadline to give Bidders additional time to submit the response. Alternatively, please consider allowing Bidders to submit the response electronically.

Answer: The bid submission deadline will remain the same as listed in the timeline section 1.1.1 page 2. Bidders are to submit bids as listed in section 1.1 Bid Acceptance period page 2 of IFB solicitation.

Question 5:

Section 2.3 (Term) states that there will be approximately 2,164 samples and indicates that these will consist of drug samples. Is that included in error? If so, is there an estimated number of SAEs that the MSFL wishes to have tested under this contract?

Answer: The statement “There will be approximately 2,164 samples and indicates that these will consist of drug samples” was included in error. Currently, we have 396 SAK to be worked. We are unsure how our influx of kits due to MS Code 99-51-1 will affect our annual cases submitted.

Question 6:

Section 2.2 states that testing of SAEs will proceed based on analysis batch sizes determined by the vendor laboratory’s proposals and the turn-around times outlined therein. Is it acceptable to provide this information in a cover letter or is there a different preferred form or method?

Answer: Yes, this is acceptable.

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

Michael A. Register
Signature

23 December 2024
Date

Michael A. Register

23 December 2024

Name (Printed)

Date

COI

Client#: 1927973

49BODECEL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tina L. Squires
McGriff, a MMA LLC Company	PHONE (A/C, Ext): 703 352-2222
8180 Greensboro Drive, Suite 400	FAX (A/C, No): 866-925-7123
McLean, VA 22102	EMAIL ADDRESS: Certificate@McGriff.com
703 352-2222	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Atlantic Specialty Insurance Company
Bode Cellmark Forensics, Inc.	INSURER B:
10430 Furnace Road, #107	INSURER C:
Lorton, VA 22079-2626	INSURER D:
	INSURER E:
	INSURER F:
	NAIC # 27154

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	REVISION NUMBER:	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		7110169860005	01/01/2025	01/01/2026		EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$0
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		7110169860005	01/01/2025	01/01/2026		COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	X UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0 CLAIMS-MADE		7110169860005	01/01/2025	01/01/2026		EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		4060465220005	01/01/2025	01/01/2026		PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab & Prod/Comp Op's		7500002120005	01/01/2025	01/01/2026		EACH OCCURRENCE \$10,000,000 Maximum Policy Aggregate (See Descrip of Op's)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insurer A - Policy No. 7500002120005 01/01/25-26 Products & Completed Operations Liability Limit \$10,000,000 Each/\$10,000,000 Aggregate, \$25,000 Retention.
 Insurer A - Policy No. 7500002120005 01/01/25-26 Professional Liability \$10,000,000 Each/\$10,000,000 Aggregate, \$25,000 Retention. Umbrella Liability follows form over General Liability (Policy #7110169860005), Auto Liability and Workers Compensation Coverages.
 (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Mississippi Forensics Laboratory 215 Allen Stuart Drive Jackson, MS 39208	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Tina L. Squires</i>

DESCRIPTIONS (Continued from Page 1)

Umbrella Liability follows form over General Liability (Policy #7110169860005), Auto Liability and Workers Compensation Coverages.

Mississippi Department of Public Safety is included as an additional insured with respect to General Liability Coverage where required by written contract.

0000779-0002231-000005 of 000006-C11-00-0246-00779



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Bode Cellmark Forensics, Inc.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	1474078
Status:	Good Standing
Effective Date:	01/28/2025
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
CORPORATION SERVICE COMPANY
109 Executive Drive, Suite 3
Madison, MS 39110

Officers & Directors

Name	Title
Renee Walker 10430 Furnace Road, Suite 107 Lorton, VA 22079	Incorporator
Michael Cariola 10430 Furnace Road, Suite 107 Lorton, VA 22079	Chief Executive Officer

Unexecuted Contract

CONTRACT FOR PROFESSIONAL SERVICES

**AGREEMENT BETWEEN THE
MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI FORENSICS
LABORATORY AND BODE CELLMARK FORENSICS, Inc.,**

This Contract for Professional Services is made by and between the Mississippi Department of Public Safety ("DPS"), a state agency, whose address is 1900 E Woodrow Wilson Ave, Jackson, MS 39216, on behalf of the Mississippi Forensics Laboratory, and BODE Cellmark Forensics, Inc., whose address is 10430 Furnace Road, Suite 107, Lorton, VA 22079, ("Contractor"), under the following terms and conditions:

- SCOPE OF SERVICES** Contractor agrees to perform and complete, in a timely and satisfactory manner, support services for the Mississippi Forensics Laboratory, as described in the document marked "Exhibit A – Scope of Services," which is attached hereto and made a part hereof by reference.
- CONSIDERATION** DPS agrees to pay Contractor the amount of One Thousand Four Hundred and Seventy-Five Dollars (\$1,475.00) per case for a total payment not to exceed **\$300,000.00** for services to be performed pursuant to this Agreement.
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 DPS 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.
- CONTRACT TERM** The initial contract period must begin on **March 19, 2025** and continue through **March 18, 2026**, as a one-year multi-term contract period with an option of 4 yearly renewals provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods must be subject to the availability and appropriation of funds.
- PAYMENT TERMS** Contractor must submit weekly invoice(s) to DPS for services rendered. Payment will be made by DPS to Contractor within 45 days of the receipt of

approved invoice. Contractor must submit to DPS invoices in such form and including such reasonable detail as may be required, along with supporting documentation of the activities performed pursuant to this contract.

5. **E-PAYMENT** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*
6. **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 State, may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation ~~electronically~~ at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of Mississippi taxes. All payments must be in United States currency.
7. **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 expenses to DPS of any kind whatsoever. The effective date of termination must be as specified in the notice of termination.
8. **PROCUREMENT REGULATIONS** This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder 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.
9. **APPROVAL CLAUSE** 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 the PPRB and/or OPSCR, it is void; and no payment shall be made hereunder.
10. **REPRESENTATION REGARDING GRATUITIES** Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of DPS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee

of DPS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

11. **APPLICABLE LAW** This contract must be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto must be brought in the courts of the State.
12. **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 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 DPS 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.
13. **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.
14. **COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY** Contractor understands that DPS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
15. **REQUIRED PUBLIC RECORDS AND TRANSPARENCY** Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that DPS and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

16. E-VERIFICATION If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act 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 DPS 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.

17. INDEPENDENT CONTRACTOR STATUS Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for DPS. 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 DPS and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DPS or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of DPS and Contractor.

Contractor's personnel must not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DPS. 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.

DPS 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 must not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by DPS for its employees.

18. 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. The Mississippi Department of Public Safety 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 DPS gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, DPS may terminate the contract for default and the Contractor will be liable for the additional cost to DPS to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience

19. **OWNERSHIP OF DOCUMENTS AND WORK PAPERS** DPS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this Agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to DPS upon termination or completion of the Agreement. The foregoing notwithstanding, Contractor must be entitled to retain a set of such work papers for its files. Contractor must be entitled to use such work papers only after receiving written permission from DPS to use such workpapers, subject to any copyright protections.

20. **INDEMNIFICATION** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate DPS its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

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

21. **CHANGE IN SCOPE OF WORK** DPS may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other

adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by DPS and Contractor.

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

- 22. 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 DPS. 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.
- 23. INSURANCE** Contractor represents that it will maintain worker's compensation insurance in compliance with Mississippi law which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance with minimum limits of \$1,000,000.00 per occurrence, and fidelity bond insurance with minimum limits of \$1,000,000.00. All general liability, professional liability and fidelity bond insurance will provide coverage to DPS as an additional insured. DPS reserves the right to request from carriers certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 24. CONTRACT MANAGEMENT** If the Contractor fails to adhere to the service schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, DPS will inform the Contractor, and the Contractor must complete corrective action within twenty-four (24) hours. No payment must be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Contracting Agency may terminate the contract without further obligation to the Contractor.
- 25. ATTORNEYS' FEES AND EXPENSES** In the event Contractor defaults in any obligations under this agreement, Contractor shall pay to DPS all costs and expenses 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.
- 26. 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.

27. 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 offeror's failure to perform, default, or any other action or inaction by the offeror.

28. MODIFICATION OR RENEGOTIATION REQUIRED BY 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.

29. CONTRACTOR PERSONNEL DPS 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.

30. FAILURE TO ENFORCE DOES NOT CONSTITUTE A WAIVER Failure by DPS 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.

31. FAILURE TO DELIVER In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, DPS, after due oral or written notice,

may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy must be in addition to any other remedies that DPS may have.

32. **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.
33. **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.
34. **WARRANTIES** Nothing in this agreement must be interpreted as excluding or limiting Contractor's implied warranties, which include implied warranties for merchantability and fitness for a particular purpose. See Mississippi Code Annotated § 75-2-719.
35. **HEADINGS** Headings and titles of sections in this contract are included herein for convenience of reference only and must not constitute a part of the contract for any other purpose and will not affect in any way the meaning or interpretation of this contract.
36. **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 DPS 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.
37. **ORAL STATEMENTS** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All limitations to the contract shall be made in writing by DPS, agreed to by Contractor, and approved by the Public Procurement Board, if required.
38. **HIPAA** Contractor agrees to comply with the Final Omnibus Rule of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any amendments there to, including electronic data interchange, code sets, identifiers, security and privacy provisions, as may be applicable to the service under this contract.
39. **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.

40. PROPERTY RIGHTS Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Mississippi Department of Public Safety may terminate this contract at any time for its own convenience.

41. 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.

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

For Contractor:
Mike Cariola, CEO
10430 Furnace Road, Suite 107
Lorton, VA, 22079

For DPS:
Sean J. Tindell
1900 East Woodrow Wilson Avenue
Jackson, MS 39216

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date indicated below, after first being authorized so to do.

Bode Cellmark Forensics, Inc.
BODE Cellmark, Inc.

By: 
Mike Cariola, CEO/President

Date: 2/4/2025

Mississippi Department of Public Safety

By: Sean J. Tindell, Commissioner

Date: _____

EXHIBIT A – SCOPE OF SERVICES

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

Evidence Sampling

1. The single most probative positive sample and the victim's reference sample (2 total samples) will initially be selected in single perpetrator cases.
2. Upon consultation and approval of the MSFL, up to 3 positive samples (deemed most probative) and the victim's reference sample (up to 4 total samples) in cases as outlined:
 - Multiple perpetrators are indicated.
 - Consensual intercourse within 120 hours of the alleged incident.
 - The victim experienced a loss of consciousness.
 - The victim is younger than 12 years.
 - Mentally challenged adults: or where no medical report is available for review.
3. The vendor laboratory will not consume more than 50% of any evidence item within a sexual assault evidence kit (SAEK) for initial analysis.
 - If the vendor laboratory determines that more than 50% of the original evidence is required to provide sufficient amount of male DNA to establish a potential DNA profile for searching CODIS, permission must be sought from the Mississippi Forensics Laboratory prior to proceeding with that testing.
4. The vendor laboratory will process sexual assault evidence kit (SAEKs) samples using a direct-to-DNA method (i.e., no serological analysis).

DNA Extraction/Purification

1. The vendor laboratory will use the following parameters for extracting and purifying SAEK samples:
 - A differential extraction technique is required on all items determined to or suspected of containing sperm cells. The differential extraction will be performed using a method validated by vendor laboratory and approved by the MSFL Crime Laboratory Technical Manager.
 - All sexual assault evidence kit (SAEK) evidence samples will be tested using a QIAGEN silica-based purification method.
 - Once extracted for DNA, any substrates used for testing do not need to be retained.
 - Any victim, suspect, or consensual partner reference samples may be tested with any properly validated method that can reliably yield full DNA profiles as described in DNA amplification.

DNA Quantification

1. The vendor laboratory will use a quantitative polymerase chain reaction (qPCR) DNA quantification process that detects both total human and Y-chromosome DNA targets.

DNA Amplification

1. The vendor lab may consume purified DNA extracts if required to obtain a DNA typing result.
2. The vendor laboratory will use the GlobalFiler amplification kit in association with the Applied Biosystems 3500 (or 3500XL) Genetic Analyzer for testing of all Mississippi Forensics Laboratory case samples.
 - The vendor laboratory must obtain a complete GlobalFiler profile for victim and/or elimination standards for recent cases (i.e., 2010 or more recent). On samples from cases prior to 2010 (i.e., 2009 or prior), if the sample sent yields insufficient results, the vendor laboratory must attempt to obtain a complete GlobalFiler profile. If the vendor laboratory cannot obtain a complete GlobalFiler profile after additional analysis, the report must contain notification that only a partial result was obtained. If only a portion of the known sample is extracted and is found to yield insufficient DNA for complete results, it is the responsibility of the testing laboratory to reextract the remainder of the sample at no additional cost.
 - The vendor laboratory must attempt to obtain a complete GlobalFiler profile for amplified SAEK questioned samples. If less than 13 loci of information are obtained, the vendor laboratory must attempt to obtain additional information either through re-amplification or re-injection of the sample using more sensitive parameters.
2. The vendor laboratory will confirm all variant alleles through re-injection or reamplification to confirm the allele designations.
 - Microvariant alleles (e.g., actual alleles that do not fall in a pre-determined allelic bin location in the analysis software) will be confirmed through re-injection of the samples to confirm allele sizing.
 - Potential tri-allelic genotypes (i.e., genotypes with more than two alleles) will be confirmed through re-amplification of the sample.

Interpretation of DNA Results

1. The vendor laboratory will perform interpretation of any potentially probative DNA profiles using an internally validated fully continuous probabilistic genotyping software (e.g., STRmix).
 - Where appropriate, likelihood ratio calculations will be performed to provide statistical weight to any potential associations to evidence profiles.
 - Likelihood ratio results will be reported in accordance with the Recommendations of the Scientific Working Group on DNA Analysis Methods (SWGDM) Ad Hoc

Working Group on Genotyping Results Reported as Likelihood Ratios.

- At a minimum, likelihood results will be reported for the lowest value obtained between the various population groups calculated.
2. The vendor laboratory will perform a quality control evaluation on all DNA profiles developed from Mississippi Forensics Laboratory SAEKs by comparing the generated data against staff elimination DNA profiles from the vendor laboratory.
- The elimination database must contain DNA profiles from any employee handling the Mississippi Forensics Laboratory SAEKs, performing work on Mississippi Forensics Laboratory SAEKs, or that have access to areas where the Mississippi Forensics Laboratory SAEKs are stored or tested.
 - The vendor laboratory will pursue re-analysis at no additional cost when testing of any Mississippi Forensics Laboratory samples has been deemed affected by contamination, or otherwise fails due to a vendor laboratory event (e.g., failed positive controls).

Data Presentation Parameters

The reported profiles shall have the following characteristics:

1. Positive and negative controls will be run with each and every amplification set of samples processed. A reagent blank control will be run with each and every extraction set of samples processed.
2. The three controls (positive, negative, reagent blank) must be analyzed and produce the expected results.
3. Alleles in ladders, positive controls and samples shall have a signal at least 3X that of background. The Mississippi Forensics Laboratory will not be measuring the signal to noise ratio for every sample. However, if the Mississippi Forensics Laboratory feels that background is excessive, the Vendor laboratory shall be prepared to demonstrate signal to noise contract compliance if requested.
4. Peak shape shall be symmetrical, wider at the base than at the peak, height greater than the width, bell shaped, and devoid of split peaks.
5. Minimum peak height shall be 150 RFU for heterozygote alleles and ladder 600 RFU for homozygote alleles 175U for ILS.
6. Maximum peak height shall not exceed the maximum detection threshold of the instrument. The Mississippi Forensics Laboratory may elect to accept data with a higher maximum peak height after reviewing the Vendor's validation experiments.
7. Spiking or enriching a sample shall not be acceptable.

8. Typical Allele Call Guidelines

- All peaks with an RFU (relative fluorescence unit) of at least 150 will be assigned an allele
- designation by the GeneMapper IDX software that is +/- 1.0 bp from the true size of the allele as defined by the user manual provided the manufacturer of the kit employed. Allele calls will be made at 150 RFU for heterozygote peaks and 600 for homozygote peaks.
- Samples with peak heights of greater than 24,000 for GlobalFiler may be interpreted with caution or may be re-injected using a diluted product sample to better resolve results.
- All results or electropherograms must be checked and approved by a qualified DNA analyst. If a consensus is not reached, the technical leader will be consulted.