Questions and Answer

IFB # 3160006945 Customized Testing and Reporting Services for MSFL

November 5, 2024

Question 1. Section 2.2, Page 7

Regarding the requirement that the vendor "shall provide an example of the testing capabilities as it pertains to controlled substance/drug identification as it pertains to Mississippi Code 1972 Annotated 41-29-113 through 41-29-121, "could you please clarify the following:"

a. What is required in the example to demonstrate testing capabilities (e.g., test methodologies, scope of testing, or reporting example – hemp/marijuana differentiation, qualitative Drug ID, or both?)

Answer: Test methodologies, scope of testing, report example. Qualitative Drug ID and hemp/marijuana differentiation specifically the ability to quantitate for total delta 9 THC content to demonstrate the concentration is greater than 0.3%.

Question 2. Section. 2.2 Page 7

Regarding the requirement for *"Expert Witness Testimony available with experience in forensic seized drug cases."* could you please clarify the following:

a. Is video testimony acceptable for expert witness testimony?

Answer: Video testimony is not guaranteed. It will be at the discretion of the attending Judge, District Attorney, and Defense Counsel. Expert testimony will be needed for any cases analyzed in which the court deems expert testimony is necessary for prosecution.

b. Who is responsible for paying for expert witness testimony? Does the state desire the vendor to provide Expert Witness Testimony or have available a pool of expert witnesses?

Answer: It is generally the responsibility of the District Attorney's office/county where the case is being prosecuted to pay for testimony. The vendor will provide expert testimony given by the certifying analyst or reviewer of the case

Question 3. Section 2.2, Page 7

Regarding the requirement that the "Facility must be within a 7-hour drive from the Main Laboratory located in Pearl MS and be capable of taking direct delivery from MSFL, "could you please clarify the following:"

a. Can the vendor utilize its network of laboratories to assist in processing cases under this project, while ensuring the main laboratory assigned for case deliveries remains within the specified 7-hour drive?

Answer: This will not be an issue if pick-up and delivery are within the 7 hours from the Pearl Lab.

Question 4. Section 2.2, Page 7 and Section 2.3, Page 11

There appears to be a discrepancy between the number of samples listed in the Term section and the monthly capacity requirement. The Term section (Section2.3, Page 11) states that there will be approximately 2,164 samples in total for the contract while the scope of services (Section 2.2, Page 7) requires the vendor to have the capability to analyze up to 1,000 samples per month.

a. Could you please clarify the expected total volume of samples over the duration of the contract?

Answer: The 1000 a month allows the cases to be completed faster. The approximate number of samples in this contract is based on current available funding. Additional samples are available for testing but contingent on funding provided by MS Legislation in FY 2026.

b. Should the monthly capacity of up to 1,000 samples be maintained for the entire contract?

Answer: Yes, we need high sample processing throughout to eliminate our backlog in the shortest time possible.

Question 5. Section. 2.2, Page 7

Regarding the requirement to "submit an example of reports with bid response" under Result Reporting, could you please clarify the following:

a. Should the vendor submit one example of each type of report, specifically both a hemp/marijuana differentiation report and a controlled substance identification report?

Answer: A report of Marijuana/hemp determination and one controlled substance (example. Methamphetamine) will suffice.

b. If only one report is required, is there a preferred report type that should be submitted?

Answer: Both types of reports are required.

Question 6. Section 2.2., Page 8

Regarding the Analytical Capabilities section, it lists several methods (e.g., GC/FID, GC/MS, LC/MS, LC/MS/MS). To note, not all these methods are applicable to the testing requested. Could you please clarify:

a. Are all the listed methods required for the scope of this contract, or can the vendor focus on the methods most applicable to the specific testing requested (e.g., marijuana/hemp differentiation and controlled substance identification)?

Answer: They are not all required as long as the methods and instrumentation used are capable of the qualitative and quantitative analysis needed

Question 7. Section 2.2. Page 8

Regarding the requirement to "Agree to perform only those tests ordered," could you please clarify:

a. Would it be acceptable for the vendor and MSFL to set up a mutually agreed-upon testing protocol at the start of the project, rather than handling individual case-by-case orders?

Answer: Yes.

Question 8. Section 2.2 Page 8

Regarding the requirement to "Agree to provide laboratory results within 30 days for Hemp/Marijuana differentiation or Drug Identification and 45 days for full Cannabinoid Quantitation," could you please clarify the following:

a. Full Cannabinoid Quantitation is mentioned here but not listed elsewhere in the document or in the scope of services. Could you please clarify whether this type of testing is required, and if so, what specific cannabinoids are included? When and how often would this be requested?

Answer: If the laboratory chooses to do a semi quantitation method to show that the THC percentage is greater than 1% that will be acceptable within a 30-day

turnaround time. If in cases where the results are inconclusive or less than 1% and a full quantitation of THC is needed, then it will be extended to 45 days in that case. 30-day turnaround will be expected for controlled substance cases. Per year.

b. The turnaround time for controlled substance identification is not explicitly mentioned in other sections of the document. Could you confirm if the 30-day turnaround time applies to controlled substance identification, or if another timeline is required for this type of testing.

Answer: 30-Day turnaround time is sufficient.

c. Due to the large volume of samples anticipate under this contract, is there any flexibility on the turnaround time requirement-for example, 45 days for both Hemp/Marijuana differentiation or Drug Identification?

Answer: Yes

Question 9. Section. 2.2, Page

Regarding the requirement for Marijuana/Hemp differentiation as it relates to Mississippi Code 1972 Annotated 69-25-203(g), which specifies that the vendor must identify the plant Cannabis Sativa L. and determine whether delta-9-tetrahydrocannabinol (THC) concentration is greater than 0.3% on a dry weight basis, could you please clarify the following:

a. Does the 0.3% THC threshold apply only to delta-9 THC, or does Mississippi also require the inclusion of THCA (and the calculation of "total THC") in determining whether a sample exceeds the threshold?

Answer: THCA will need to be included.

b. This vendor employs a semi-quantitative GC/MS approach similar to a DEA method. This method effectively determines whether plant material has a Total Delta-9 THC concentration of greater or less than 1.00% on a dry weight basis. We also offer methos for providing a quantitative value for delta-9 THC as a percentage by weight. Our current approach begins by utilizing our semi-quantitative method, then for items that report as less than 1.00% THC, the full quantitative method can be added. Does this vendor's current approach satisfy your reporting needs?

Answer: Yes

Question 10. Section 2.2, Page 9

Regarding the requirement that a "seized drug analyst must be available to answer client questions via phone and/or email and support testimony needs, "could you please clarify the following:

a. Are there specific safeguards in place to protect the confidentiality of case-related information (e.g., should the client be required to provide an account number, case number, or tother identifying information when contact the vendor's laboratory)?

Answer: Yes, the client should be required to provide a specific case number associated with the case both MSFL and the outsourcing laboratory case id.

b. Would it be acceptable for the vendor to suggest that all questions be directed to a point of contact at MSFL, who can field questions and verify the identity of the client before connecting with the vendor's laboratory with case specific details?

Answer: Yes, it is preferable that questions from the submitting agencies be routed through the MSFL to outsourcing.

c. What is the expected frequency of testimony events that eh vendor should anticipate over the duration of the contract?

Answer: Approximately 5% of cases go to trial.

d. How often are litigation packages typically requested by MSFL or other involved legal entities?

Answer: Generally, only the report is needed. Less than 5% need anything such as bench notes and data sheets.

Question 11. Section 2.2, Page 9

Regarding the requirement to "Agree to maintain records in such form and for such duration as may be required by federal, state, and local statues and regulations," Could you please clarify:

a. If the vendor's record retention policies are already dictated by accrediting bodies (such as ANAB), will these policies be sufficient to meet the state's requirements?

Answer: Controlled substances report and work packet (bench notes, data files) will need to be maintained for a minimum of 10 years.

b. Are there any additional state-specific or agency-specific requirement beyond those typically mandated by federal accreditation bodies that the vendor must consider in terms of form and duration of record retention:

Answer: Controlled substance report and work packet (bench notes, data files) will need to be maintained for a minimum of 10 years

Question 12. Section 2.3.1, Page 11 and Attachment B, Pages 20 and 21

Regarding the requirement that a "unit price shall be given for each service" and that the price must remain the same through the contract, could you please clarify:

a. Expert services such as testimony and litigation packages are typically invoiced separately from the cost of testing at our laboratory. However, these services do not appear to be explicitly mentioned in Attachment B or the pricing structure. Should these expert services be included in the unit price for testing, or would it be acceptable to invoice them separately as needed.

Answer: Please provide an hourly rate for testimony so the DA's will be aware.

b. If separate invoicing is allowed, how should these services be accounted for in the bid response?

Answer: The entity issuing the subpoena is responsible for payment.

Question 13. Section 2.3.1.1, Page 11 and Attachment F, Page 28

Section 2.3.1.1 states that unit prices shall remain the same throughout the contract, but Attachment F, 10, d. refers to the price adjustment clause, suggesting that price adjustments may be allowed.

a. Could you please clarify whether prices increases or adjustments will be permitted in successive contract years?

Answer: Yes

b. If price adjustments are allowed, could you provide details on the conditions under which they would be granted?

Answer: **Pricing may be adjusted in a multi-year contract. Price adjustments are available after each year.**

Question 14. Attachment B, Page 20

Regarding the pricing structure outlined in Attachment B, it does not appear to account for expert testimony services, litigation packages, or related expenses such as travel, per diem, and other travel-related costs, which NMS Labs typically invoices separately from testing costs.

a. Should testimony services (in-person and video), litigation packages, and related travel expenses be included in the unit price for testing, or it is acceptable to invoice these services separately based on actual usage?

Answer: **No. Separate invoices should be provided and directed to the requester for these services (i.e. District Attorney).**

b. If separate invoicing is acceptable, should a pricing structure for testimony, litigation package, and related expenses (e.g., travel, per diem, hotel) be provided in the bid response, and if so, where should this information be detailed?

Answer: **I expect this is flexible and based upon negotiations with the requester for court testimony.**

Question 15. Attachment B, Page 21

Regarding Attachment B on Page 21, the form requests an "Annually Total Price", but Section 2.3.1.1 in IFB states that a unit price shall be given for each service. We have the following questions:

a. Should the bid include both a unit price and an annual total for each service, or should the total price be extrapolated from the unit price? If so, how should the unit price be incorporated into Attachment B?

Answer: **Unit price.**

b. At what volume should the Annually Total Price be calculated-based on the maximum monthly capacity (up to 1,000 samples per month) or the stated total of 2,164 sample?

Answer: **Unit prices. The 2,164 samples are an approximate value based upon current available funding.**

Question 16. 2.2 Scope of Services: Vendor Requirement Bid Specifications: Page 6

"ISO 17025:2017 by ANAB accreditation in the discipline of Seized Drugs is required. A copy of accreditation certificate must be included with bid."

a. Are any other accreditation bodies accepted, such as A2LA?

Answer: Yes, as long as it is ISO 17025:2017.3

Question 17. 2.2 Scope of Services: Vendor Requirement Bid Specifications: Page 6

"Vendor shall hold/maintain licensure by U.S. Drug Enforcement Administration. A copy of DEA license must be submitted with bid."

a) Please specify which DEA license is needed.

Answer: Analytical Lab and possession of schedules 1-5.

b) Please clarify if an existing licensed Mississippi Medical Marjuana Testing Facility can conduct these services without conflicting with existing DEA regulations?

Answer: No. To my knowledge the two are conflicting and can not be conducted in the same facility.

c) Further, can a currently licensed Mississippi Medical Marijuana Testing Facility continue operations within the Mississippi Medical Marijuana Program should it be awarded this IFB and hold a DEA controlled substance (seized drugs) license.

Answer: To my knowledge it is not possible to obtain a DEA license while testing Medical Marijuana in the State of Mississippi.

Question 18. 2.2 Scope of Services: Vendor Requirement Bid Specifications: Page 7

"Vendor shall provide an example of the testing capabilities as it pertains to controlled substance/drug identification as it pertains to Mississippi Code 1972 Annotated § 41-29-113 through §

a) Are there specific analytes under the Mississippi Code that you are anticipating testing needs for?
Answer: The most common are Marijuana, Methamphetamine, Cocaine and Opioids.

b) Can the vendor have a flexible scope of accreditation as it pertains to seized drugs?
Answer: Yes.

Question 19. 2.2 Scope of Services: Vendor Requirement Bid Specifications: Page 7

"Facility must be within a 7-hour drive from the Main Laboratory located in Pearl MS and be capable of taking direct delivery from MSFL."

a) Is the State accepting bids from vendors located outside of Mississippi?
Answer: Yes.

Question 20. 2.3 Term Page 11
"There will be approximately 2,164 samples. The sample will consist of mostly seized drugs in the form of plant material, crystaline material, powders, and pills."

a) Last year, the state issued a similar IFB for Customized Testing and Reporting Services for MSFL #3160006113. Under that award, how many samples were tested?
Answer: None.

b) Was any testing beyond plant material for Marijuana/Hemp differentiation conducted?
Answer: No.

c) What tests were performed?
Answer: None.

Question 21. 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.

1. Must the bidder have been testing specifically controlled substances/drugs for a minimum of one year? Or do testing services for Marijuana/Hemp meet the qualification?
Answer: Both must be met.

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.

_____ _____

Signature Date

_____ _____

Name (Printed) Date