



*Delaware Health  
And Social Services*

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**DIVISION OF MANAGEMENT SERVICES**

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PROCUREMENT

DATE June 11, 2007

PSC#764

FORENSIC DNA LABORATORY INFORMATION MANAGEMENT SYSTEM

FOR

OFFICE OF CHIEF MEDICAL EXAMINER

Date Due: JULY 05, 2007  
11:00 AM

ADDENDUM # 1

Please Note:

THE ATTACHED SHEETS HEREBY BECOME A PART OF THE ABOVE  
MENTIONED BID.

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## Answers to Vendor Questions

1. Will digital photos be stored as part of the Medical Examiner application?

**Yes.**

2. Is a Mass Fatality module intended to be used for the Medical Examiner unit?

**No.**

3. Are you considering providing support for electronic data entry from County Medical Examiners or Coroners or other external parties?

**No.**

4. Will it be necessary to support the sending of emails from within the application?

**No.**

5. Will it be necessary to scan paper based records into the system and link them to the electronic records?

**If this is being proposed, please include the required hardware as a priced deliverable.**

6. Would digital signatures be of importance to this project?

**If this is being proposed, please include the required hardware as a priced deliverable.**

7. Would this system be integrated with the state Electronic Death Registration system for the Medical Examiner unit?

**No.**

8. Do you consider using signature pads for the release of property and / or evidence?

**No.**

9. Section 3.2 State Staff Participation: How many systems will require data conversion and how much data is there in each system and does it all need to be converted?

**No conversions are required.**

10. Section 4.1.1 On-Site Staffing Requirement Contractor Project Manager (at least 80% of the time on site): Can the 80% on site project manager be made up by more than one person? For example, we can provide a project manager with DNA expertise for the DNA phase and a project manager with ME expertise for the ME module.

**No, we need to have continuity of project management through out the project. To clarify this point the Contractor Project Manager is required on-site at least 80 % of the time while the Contractor is performing work on site.**

11. Section 4.3 Requirements to Comply with HIPAA Regulations and Standards: Can you define where exactly HIPAA considerations apply to the system to be implemented? For example Medical Examiners are not constrained by HIPAA rules. Is it only when specific data from specific units is collected in the system and has to be shared with other agencies that HIPAA transactions are to be used? If that is the case could you describe this in more detail?

**To the extent the Office of the Chief Medical Examiner is exempt from HIPAA, this provision is waived.**

12. Section 4.11 Deliverables: We place the Source Code with Iron Mountain as an Escrow Agent for our customers. Will this be acceptable as well?

**Yes.**

13. Section 4.11 Project Deliverables & Milestones: This table did not include the delivery of DNA LIMS. Please identify.

**See Deliverables 4 through 14.**

14. Section 4.11.2 Phase 2 Deliverable 3: Requirements Specifications Document: The Requirements Specifications Document must also include the specifications of the reports in the proposed system. This must include the format for these reports and a brief description of the business rules that are followed to obtain the data for the reports. What is the current product used to produce your reports?

**These reports are produced with MS Word. They are simply template documents that are edited to generate the reports. The template document can be found on the CDs that were distributed during the pre-bid meeting.**

15. Section 4.11.2 Deliverable 3 Requirements Specifications Document: What is the document format to submit "Requirement Specifications Document?"

**Contractor to define as part of Deliverable 2.**

16. Section .11.2 Deliverable 7 Bar Coding Module: Can OCME specify the brand/model of barcode label printers and scanners?

**No equipment at present.**

17. Section 4.11.2 Deliverable 8 Quality Control Module: Please provide the format specification of "Lab Efficiency Reports" and provide an example if available.

**These reports currently do not exist. If your system has these reports, please describe them in your proposal.**

18, Section 4.11.3 Deliverable 11: Reporting Module: The proposed system must have at least the following reports but is not limited to only these reports. The vendor must describe these and other reports in their proposal.

**Not a question.**

19. Section 4.12.5 Training: Contractor will detail in their proposal a training plan outline and schedule for users of each component of the system. How many users are there in each component?

- **DNA: 9**
- **PATHOLOGY: 21**
- **TOX: 7**
- **ARSON: 2**
- **CS: 6**

20. Section 4.12.6 Support Services: Vendor support is available Monday thru Friday, 7:00 AM to 5:00 PM PST. Are these hours acceptable?

**Yes.**

21. Section 6.1.5 Anticipated Schedule Possible Selected Vendor's Demonstration: Two of the key participants in vendor demonstration are already committed to overseas travel for this week. Can we propose another week instead?

**No.**

22. Section 7.6 Funding: This contract is dependent upon the appropriation of the necessary funding. If funding is not appropriated, is this contract still viable?

**The grant portion is available.**

23. Appendix A 9) Federal/State Access Rights: Appropriate Federal and/or State representatives will have access to work in progress and to pertinent cost records of the contractor and its subcontractors at such intervals as any representative shall deem necessary.

**Not a question.**

24. Appendix A 8) Ownership Rights: The State will retain ownership rights to all materials including software, designs, drawings, specifications, notes, electronically or magnetically recorded material, and other work in whatever form, developed during the performance of this contract. A fundamental obligation herein imposed on the Contractor is the assignment by the Contractor to DHSS of all ownership rights in the completed project. This obligation on the part of the Contractor to assign all ownership rights is not subject to limitation in any respect, whether by characterization of any part of the deliverables as proprietary or by failure to claim for the cost thereof. The provisions of this article shall be incorporated into any subcontract.

Ownership of these items remains with ... [the contractor]. This is why the software will be properly maintained as many customers use it. Is this a problem?

**The first sentence of the cited section reads "The State will retain ownership rights to all materials including software, designs, drawings, specifications, notes, electronically or magnetically recorded material, and other work in whatever form, developed during the performance of this contract (emphasis added)." Obviously this vendor's COTS solution would not have been developed during the performance of any contract which might result from our RFP. If a vendor is selected who has such software, we agree we would be purchasing a license to use that vendor's COTS solution (no ownership rights), and we would only retain ownership rights to customization features.**

25. Appendix A 12) Irrevocable License: The State of Delaware reserves a royalty-free, exclusive, and irrevocable license to reproduce, publish, or otherwise use the copyright of any deliverables developed under the resulting contract.

Ownership of these items remains with ... [the contractor]. This is why the software will be properly maintained as many customers use it. Is this a problem?

**See answer to 24.**

26. Appendix A 12) Irrevocable License: Does the above provision mean a site license? If so, how many users plan to use DNA LIMS?

**Type of license depends on pricing structure. For number of users, see answer to 19; there would be two additional users from IRM.**

26. Appendix C. Standard Departmental Contract

- Section 10. Requires the Contractor to provide on an annual basis "information regarding its client population served under this Contract by race color, nationality origin or disability."

Contractor does not have access to this information. Add to the end of this Section:“.... Where such information is known by Contractor.”

- Section 11.(a) This allows the Department to terminate the agreement upon five days written notice for cause or unsatisfactory performance. ... [Contractor] request notice and an opportunity to cure. Please add a 30 day opportunity to cure.
- Section 11. 1st Paragraph after a) b) and c) States that upon termination all work becomes the property of the Department. ... [Contractor] is licensing its software to the Department, this is not a work for hire agreement. ... [Contractor]'s technology is a toolkit which allows a great deal of flexibility and customization. All other M.E. customers of ... [Contractor] have allowed ... [Contractor] to incorporate changes (where not specific to a particular customer) into the main product, which benefits all customers. Please delete last portion of this paragraph. Add into the agreement a grant of license for the software being provided by ... [Contractor].
- 11. 1st Paragraph after a) b) and c) This states that after termination payment to the Contractor is “determined by the Department in its sole discretion for any satisfactory work completed...” This is a subjective standard, we would request that this be based upon an objective standard. Revise to remove subjective language. Apply an objective standard such as; The Department will pay for all work completed in accordance with the Statement of Work and Product’s documentation. Or similar.
- 21. 1st Paragraph Contractor shall have no right to copyright any materials ...See comments under 111st Paragraph after a) b) and c) above. Amend.

**All contract issues will be addressed in contract negotiations with the selected vendor.**

29. APPENDIX A 8. Ownership rights need to be modified as this is a licensed product which is customized rather than work for hire. Modify to reflect ... [Contractor] ownership and license to the Department.

**See answer to 24.**

30. Could you give us the number of users by discipline for DNA, Death Investigation, Controlled Substance, Arson, Histology and Toxicology Units?

**See answer to 19.**

31. Could you give us some information on the amount and format of existing data for each of the units? This will be helpful to understand the amount of effort needed for data migration.

**See answer to 9.**

32. Question on section 4.12.2 paragraph 3 regarding Citrix Metaframe platform. I need help in asking the question in the right way so we can get the clarification we need.

**Not a question.**

33. Does DHSS provide the Citrix Desktop Server for delivery of desktop virtualization on its server hardware?

**No.**

34. Does DHSS have Microsoft Office 2003 installed on all forensic workstations directly or are the Office applications delivered via the Citrix hardware platform?

**Microsoft Office 2003 is installed on all the forensic workstations. On the Citrix platform we have Microsoft Office 2000 installed for the applications that need to use it.**

35. Would DHSS consider technology alternatives to Citrix technology, such as Microsoft's Click-Once method for centrally maintaining desktop applications?

**No.**