SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department
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https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/

REQUEST FOR PROPOSAL
RFP #20-0036
Laboratory Information Management System (LIMS)

May 20, 2020

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide a (solution). If your firm is interested in submitting a response, please do so in accordance with the instructions contained within this Request for Proposal. Responses are due no later than 1:45 pm CDT, June 9, 2020.

All contact concerning this solicitation shall be made through the Purchasing Section. Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Proposer's response.

Sincerely,

Josh Lauber

Josh Lauber
Senior Buyer

JL/ch

Table of Contents

I. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints**.

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Regional Forensic Science Center (RFSC) is a department within the Sedgwick County Division of Public Safety that provides forensic services to the city of Wichita, Kansas and surrounding cities within Sedgwick County. The RFSC houses the Office of the District Coroner and Forensic Science Laboratories. A major challenge faced by the RFSC is the lack of a centralized Laboratory Information Management System(s) (LIMS). Currently the laboratory manually enters metrics that can be used to track basic trends in casework performance and faces significant bottlenecks with evidence transfer and analytical workflow (i.e. lab work, typing reports, reviewing case records, etc.). LIMS have been proven to alleviate these bottlenecks in laboratories nationwide.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide a Laboratory Information Management System (LIMS). The following objectives have been identified for this contract:

1. Acquire a software solution meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing for maintenance, support and professional service hours with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
3. Acquire a solution with the most advantageous overall cost to the county.

The county seeks to acquire and implement a LIMS solution to enhance every aspect of sample processing in the DNA laboratory at RFSC. Specifically, the LIMS system will allow barcoding of evidence and derivatives, electronic evidence transfer and chain of custody archival, automated worksheet population and sample tracking, plate set-up import file preparation, data file analysis, dilution/normalization/master mix calculation, and report writing. The DNA laboratory exists within a full service forensic facility alongside the District Coroner. The LIMS implemented will accommodate **all** aspects

of testing and workflow ongoing at the RFSC. Ultimately, the LIMS will also manage information beyond the analytical workflow and alleviate bottlenecks related to quality processes such as document management, tracking and traceability of reagents, and equipment maintenance/calibration. RFSC intends to replace its current applications with a modern and state-of-the-art, turn-key configurable, commercially available Laboratory Information Management System (LIMS). The Vendor is required to provide all services outlined, inclusive of on-going maintenance and support during the resultant contract term to provide a fully functional LIMS to the RFSC.

The expected result is faster, more systematic analysis, and the ability to capture analytics currently unavailable to RFSC staff. Expedited sample processing will improve turn-around time (TAT) and reduce the number of backlogged samples awaiting analysis.

IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Josh Lauber
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, June 9, 2020.** Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 pm CDT, on the due date. No information other than the respondent's name will be disclosed at bid opening.

V. Scope of Work

Items listed in this section are requirements to completion of services under this contract. Contractor shall furnish labor, parts, material, and equipment necessary to perform the following:

Mandatory Project Requirements

- The LIMS **must**:
  - Have the capacity to support a minimum of 40 total users and with the potential to expand to 100 users and have the functionalities described within this document.
  - Be compatible with the existing forensic instrumentation used by RFSC.
  - Comply with the following mandatory standards:
    - ANSI-National Accreditation Board (ANAB) AR 3125 Document Requirements;
    - International Organization of Standards/International Electrochemical Commission (ISO/IEC) 17025:2017 Document;
    - Federal Bureau of Investigations Quality Assurance Standards for Forensic DNA Laboratories (FBI QAS) 2020 Document;
    - National Association of Medical Examiner (NAME) Accreditation Standards.
  - Meet functional requirements.
  - Meet evidence control requirements.
  - Meet pre-submission portal/log requirements.
  - Meet laboratory and pathology section specific requirements.

- **Laboratory**
  a. Evidence;
  b. Biology / DNA;
  c. Drug Identification;
  d. Toxicology Post-Mortem;
  e. Toxicology Ante-Mortem;
  f. Firearms;
  g. Fire Debris.
- **Pathology**
  a. Autopsy Services;
  b. Medical Investigations.

  - Provide maintenance and support services to the RFSC.
  - Provide training services.
  - Exist as an on premise SQL database that is maintained on County servers.
  - Provide users (i.e., administrators, Sedgwick County IT personnel, etc.) administrative access.
- LIMS data must be saved in multiple instances.
- RFSC and Sedgwick County must be able to pull data from the LIMS to be used by SAP Business Intelligence (Webi) software for granular statistical calculations. The vendor must allow and create an appropriate environment for Sedgwick County IT to be able to create a "universe" to utilize this Business Intelligence (BI) tool.
- Integrated DNA LIMS application module (directly linked to the LIMS system) for 6 dedicated and concurrent users, with the capability to grow to at least 10 concurrent users, with the functionalities described within this document.
- Chemical and reagent inventory application for 40 dedicated and concurrent users.
- Bar code readers/scanners for 40 users and11 locations (Evidence, Quality Assurance Laboratory, Toxicology Special Chemistry Laboratory, Biology/DNA Laboratory, Drug Identification Laboratory, Fire Debris Laboratory, Firearms Laboratory, Toxicology Laboratory, Medical Investigations, Body Receiving, and Autopsy Suite).
- Thirteen (13) Network bar code printers for 11 locations (Evidence, Quality Assurance Laboratory, Toxicology Special Chemistry Laboratory, Biology/DNA Laboratory, Drug Identification Laboratory, Fire Debris Laboratory, Firearms Laboratory, Toxicology Laboratory, Medical Investigations, Body Receiving, and Autopsy Suite) that are capable of printing cryogenic labels.
- Any associated reporting/data-mining software (e.g., crystal reports, etc.) necessary to achieve functionalities (i.e., Evidence, Biology/DNA, Toxicology-Ante-mortem, Toxicology Post-mortem, Firearms, Drug Identification, Fire Debris, Pathology, Quality Assurance, etc.) defined within this document.
- Have ability to secure and lock records that are sealed by court order from being viewed by anyone outside of the RFSC.
- Have the ability to specifically flag evidence as hazardous (i.e., fentanyl, blood borne pathogen, COVID-19, etc.).
- System installation to include instrument integration.
- Administrator level on-site training (min. of 5 days).
- User level on-site training (min. of 5 days).
- Custom case reports with fields created by, tested by and implemented by the vendor. The report layout(s) and format(s) will be designed by the RFSC. All reports will have designed parameters depending on the laboratory section and/or RFSC division [laboratory or pathology] (e.g., laboratory case numbers, pathology case numbers, laboratory section with report title [Initial, Amended, Supplemental or Addendum], pathology section, submitting agency, submitting agent, requesting agent, submitting agency address, submitting city and county for pathology post-mortem cases, submission date(s), completion date(s), report date(s), etc., instrumentation used during analysis). All case reports require specific formatting, significant data retrieval, data calculations, and some may include graphs and/or charts.

Examples of reports to be generated:

- Results of analysis: Biology/DNA Laboratory;
- Results of analysis: Drug Identification;
- Results of analysis: Toxicology Post-mortem;
- Results of analysis: Toxicology Ante-mortem;
- Results of analysis: Firearms;
- Results of analysis: Fire Debris;
- Autopsy results (cause of death and manner of death): Pathology;
- Inventory of medication found;
- Inventory of Toxicology hold specimens;
- Report for what cases a lot number was used;
- Combined DNA Indexing System (CODIS) hit notification: Offender;
- CODIS hit notification: Forensic;
- CODIS hit summary report with dispositions by submitting case agency;
- National Forensic Laboratory Information System (NFLIS) drug analysis export to Excel;
- NFLIS toxicology (ante-mortem and post-mortem) analysis export to Excel;
- Employee productivity report to include number of analysis, reports, reviews, activities by employee, section, analysis type, etc.;
- Submitting agency statistics report;
- Monthly laboratory and pathology activities report;
- DUI/DUID statistics report;
- Seized drug statistics report;
- Touch DNA statistics report;
- Prescription drug tracking report;
- Sexual Assault Evidence Kit (SAEK) statistics report;
- Analysis reports by section – test type;
- Post-mortem drugs identified report (Excel);
- Case status reports;
- Grant metric reports;
- Chain-of-custody report;
- Evidence disposition report;
- Evidence destruction report (Toxicology Post-mortem);
- Toxicology specimen tracking report;
- Submission form/receipt;
- Bill invoice by agency;
- Bill invoice by case;
- Investigative costs statement by case;
- Batch item submission report by agency;
- Uniform crime reporting (UCR) report by discipline, agency, date range(s);
- Annual report with fields designed by the RFSC;
- Employee performance review report (turn-around-time, activities, proficiency test status, etc.);
- Drug report by drug category;
- Case agency roster with contact information;

- Forensic Scientist case notes summary sheet;
- Pathology case notes summary sheet;
- Report of death (ROD) report;
- Report statistics required for NAME accreditation;
- Case reports must contain measurement uncertainty data, where relevant.

- Migration of existing SQL database data, Access database data, historic "LIMS" data, and current Police Evidence Management System (PEMS) data into the LIMS. Migration must include, where possible, table for table and field for field migration. If deemed not possible or deemed to not be best practice, the migration must include all information contained in current table and fields. The migration will be conducted for administrative, evidence control, and testing data integrating all current data into the new database for searching, reporting, and data mining.
- Annual licensing/maintenance contracts (5 years) including unlimited support and software upgrades.
- Integrated web-based pre-submission analysis requests and post-analysis reporting to a minimum of 20 concurrent agency users.

ANAB Accreditation Requirements

- ANAB currently accredits most federal, state, and local forensic laboratories in the United States and internationally. It is necessary for the RFSC to maintain our international accreditation with this organization without interruption. Therefore, the proposed LIMS must comply with the standards set forth by the ANAB AR3125 and ISO/IEC 17025:2017 documents and meet the following requirements.
  - LIMS must save the information that is required to be included on the RFSC laboratory case reports in ISO/IEC 17025:2017, 7.8.2.1. The information on case reports will vary depending on the laboratory section.
  - LIMS must document the chain-of-custody for all evidence collection to laboratory submission to final disposition (i.e. cradle to grave). The chain must track the possession of the evidence items; this includes a person or location, time, and dates.
  - LIMS must allow for the ability for evidence to be sub-sampled and tracked back to the original evidence source. The tracking of the sub-items must be to the same extent as the original.
  - LIMS must implement security measures, in compliance with federal guidelines as stated in the CJIS Security Policy, to ensure that data transmission, processing, and storage are secure.
  - LIMS must provide the ability to track electronic changes, to backup records stored electronically and to prevent unauthorized access or amendments to data.

NAME Accreditation Requirements

- The LIMS must be able to capture the information required to complete the current NAME accreditation checklist from the Pathology Division.

LIMS Functional Requirements

- The LIMS **must:**
  - Facilitate the operational needs of each functional area within RFSC. These areas include:
    - Biology/DNA;
    - Drug Identification;
    - Toxicology Post-mortem;
    - Toxicology Ante-mortem;
    - Firearms;
    - Fire Debris;
    - Evidence;
    - Pathology – Autopsy;

- Pathology – Medical Investigations.

- Be expandable to include Medical Examiner Operations (Pathology).
- Have the ability to import data from outside applications. At a minimum, the application will require data import from CODIS, Microsoft Office (i.e., Excel, Word, and Access), GeneMapper IDX, STRmix, and CJIS to LIMS. CODIS and CJIS data import applications may require future code writing that may need to be completed from a third party. Regardless, at a minimum LIMS must allow for the expansion of importing data from CODIS and CJIS.
- Use bar coding (e.g., CODABAR) for evidence receiving, tracking, and inventory.
- Have electronic signature capture capability.
- Have security features that enable RFSC to control access to information and evidence custody based on position and assigned duties. LIMS must be configurable to be based on defined user roles and permissions. Levels include: user, supervisor, laboratory manager, and administrator as well as view only or update privileges.
- Require a single log-in to access all assigned modules.
- Have options for its users to view information on the screen, print information, and save files.
- Provide users with the capability to query the status of a case, query the chain-of-custody of each exhibit, or query the case as a whole.
- Provide users with a single query field from which information about the case (biographical), defendant's/subject's name, victim's name, decedent's name, items, assignment and chain of custody can be obtained.
- Have the ability to submit and track a single item being submitted to several laboratory sections. Also, LIMS must allow for priority laboratory assignment.
- Provide the capabilities to query a case via all or any combination of the following fields:
  - Laboratory case number, with variables, full number and partial number search;
  - Pathology case number, with variables, full number and partial number search;
  - Agency case number, with variable and in multiple formats, full number and partial number search;
  - Date(s) of submission;
  - Submitting agent name;
  - Submitting agency;
  - Defendants/Subject's name;
  - Victim's name;
  - Decedent's name;
  - Offense type;
  - Inventory number;
  - Court case number;
  - Investigating officer (name, agency, badge number, contact number);
  - Incident location;
  - Location of origin (where from the decedent was transported to the Center);
  - Items by case number;
  - Backlog of a laboratory section and pathology;
  - Backlog of a forensic scientist and pathologist;
  - Backlog of offense type;
  - Items by inventory number;
  - Submissions completed by laboratory section, by forensic scientist and pathologist and by date range;
  - Submissions assigned to a section, a specific forensic scientist or pathologist and by date range;
  - Unit of measure (e.g. g-N, g-G, mL, gm%, etc.);

- Serial number;
- UCR offense code;
- Turnaround time;
- Forensic scientist name;
- Pathologist name;
- Cause of death;
- Manner of death;
- Funeral home;
- Autopsy report filed date;
- Analysis instrument name;

- Provide advanced search query function that allows for multiple variables, including date ranges, etc.
- Provide alerts to supervisors regarding timeliness required for court or investigative deadlines.
- Provide the capability of the RFSC to maintain lookup/code tables and selection lists for data entry.
- Capture investigating officer name and contact information.
- Have the ability to auto-populate and compute invoice totals and billing reports associated with all out-of-county case analyses and orders of restitution for all case analyses.
- Be capable of integrating with active directory, or must provide the capability to set the password length, password complexity, criteria for lockouts, expiration, time duration, with a system-generated self-service temporary function. (Note: all passwords must be stored encrypted).
- Have the ability for law enforcement agencies to use a pre-log function to upload case and evidence information either prior to or at the time of submission via the web and/or removable media (USB flash drives, media cards, etc.).
- Have audit trails on all tables and functions including, but not limited to: date created, date updated, content updated, and user identification.
- Be compatible with Microsoft Windows Win 10 (32 bit and 64 bit) or the most recent version.
- Be Microsoft SQL compatible using either a current supported Microsoft SQL Enterprise server version or Microsoft SQL server version 2019 Enterprise and any later version that is operated by Sedgwick County.
- Provide on-line help screens and an on-line tutorial detailing business processes for all users.
- Allow users the ability to print barcode labels and box labels in multiple sizes and different formats including cryogenic labels (e.g., 4”x6”, 2”x1”, 1”x2 5/8”, 3”x1”, 0.5”x1”, 0.20”x0.65”, etc.) as needed for evidence tracking and inventory purposes.
- Allow staff to assign evidence to specific locations. The RFSC must have the ability to specify the locations and the RFSC must be able to amend the location lookup/code tables.
- Allow for batch transfers of evidence to or from locations or personnel.
- Allow supervisors the ability to assign and reassign work to individual personnel and manage workload.
- Produce an audit trail with text describing chain of custody, transfers and names of assigned individuals.
- Allow supervisors to review all previous assigned and unassigned work.
- Allow personnel to review all log entry and evidence storage data for items prior to or after assignment per security access level.
- Allow for assignment and transfer of multiple items in a single batch process.
- Provide the ability to assign evidence from the same case number to multiple analysts for analysis or re-examination, and to individually assign a unique number to each piece of evidence, separate from the case number.
- Allow for individual items to be transferred for additional analysis within a section even if on a single property receipt.

- Provide restrictions that prevent entries or transfers prior to all steps in a workflow being properly executed. For instance, a set of conditions must be satisfied in the order: Evidence Reception, Item Entry, Assignment, Analysis, Test Result, Draft Report, Review(s), and Final Report.
- Prevent duplicate case numbers, data entries and assignments.
- Provide the ability to list all unassigned work by disciplines.
- Allow the assigned user the ability to record completed activities against the work assignment, enter the results for the examinations performed on individual items, and designate items for deferral by a single batch process.
- Provide functions that allow users to record results using drop-down menus and text box fields, as well as record notes into distinct fields for specific disciplines.
- Track the assignment and completion of each case, and generate reports of all tests assigned to and completed by each user, as well as produce a pending completion record.
- Have the capability to create ad-hoc (custom) reports using a third party reporting tool, with templates that users can modify and control.
- Auto-populate fields in worksheets and reports using information entered during the evidence submission process, including pre-submission.
- Provide users the ability to create automated case reports based on entered results for each test, as well as the ability to create freeform reports where detailed conclusion/interpretation is warranted. The end case report must be traceable to specific evidence specimens, cuttings, samples or group of specimens, reagents used, lot numbers, instrument(s), analyst(s) and document SOP versions through a database audit.
- Provide an option for retrieval of evidence information by a batch process that can group items for the creation of reports, whether for analyzed cases or for deferred cases.
- Provide for electronic report review by supervisors as well as for technical and administrative review prior to release.
- Have safeguards to prevent the release of reports or results prior to technical or administrative review.
- Store analysis reports as PDF files and allow them to be printed.
- Have the ability to provide outside entities with secure case results or case status through a website where case status and results can be viewed.
- Have an internal function that provides automated e-mail notifications to designated parties regarding the disposition of case(s) and availability of completed case reports for viewing.
- Have an internal function for scheduling and documenting approval for evidence/specimen destruction.
- Allow for easy download, attachment and storage of raw data produced by and PDF reports generated of data created from the instrumentation listed in INSTRUMENTATION, attached to and specific to a given case/item/sub-item.
- Provide the ability to record court activities (i.e. subpoena received, hearings, depositions, discovery orders, pre-trial conferences, trials, travel time, testimony time) by discipline.
- Provide quick and reliable access to documents and case related information for fulfillment of discovery orders.
- Allow for the attachment of emails and the hard entry of phone logs to each case. Phone logs could be entry directly into the LIMS or as an attachment (i.e., Word Document, PDF, etc.).
- Be capable for future functionality of the web-based CODIS hit tracker program that enables the import of match data from CODIS as well as the input of disposition status from scientists and makes CODIS hit information available via the internet.
- Include data from cases, evidence, and property currently available in the current forensic laboratory application.
- Link analysis results entries to required chemical management, consisting of reagent names, lot numbers, expiration dates, and quality control results.
- Be able to link connecting cases within each laboratory section and between different laboratory and pathology sections.
- Provide for control of inventory of all laboratory consumables, with the ability to notify via e-mail or other means about impending expirations or preset user defined critical stock levels so that new reagents are made or ordered.

This must include the ability to manage stock inventory of critical laboratory chemicals, reagents and consumables through lot numbers, expiration dates and quality control results and to track the usage of these consumables.

- Allow for batch as well as individual data entry for all types of data entered.
- Allow for reconciliation of evidence packaging and its corresponding property receipt.
- Facilitate case and evidence management by sending alerts to supervisors using pre-defined or customized timelines and follow-up date(s).
- Allow an analyst or designated parties view-only access to data for closed cases without re-opening the case or generating a new case. This should be configurable based upon the user role defined within LIMS and managed by RFSC.
- Have the capability to sub-item and barcode individual or groups of items on a receipt.
- Provide the ability to log calibrations, critical preventive maintenance of instruments, balances and refrigerators and flag scheduled preventative maintenance via email or other means to relevant personnel.
- Have the ability to cross-reference and search cross-referenced case numbers.
- Allow changes to property status codes and location individually or by batch.
- Allow transfer and check-in/check-out of evidence individually or by batch.
- Allow case number maintenance (i.e. delete, modify, cross-reference) based on defined user roles and permissions.
- Allow case biographical information maintenance (i.e. delete, modify).
- Allow for user-created reports and report templates using multiple parameters, calculations (including summation and percentages), and charting.
- Provide ability to manually or automatically assign RFSC staff to a laboratory request using standard method and workflow; providing override of automated prioritization of requests for each individual discipline and those containing multi-discipline requests.
- Collect and report workload statistics.
- Provide ability to analysts, reviewers, and/or quality manager to issue amended reports, and automatically notify the submitter, case officer, and/or Prosecuting Attorney's Office of report issuance.
- Provide ability for designated users to build customized templates with ease. This should meet the requirements of a growing laboratory needing standardized input forms.
- Have a technical review function to allow remote review when analysts are in remote locations.
- Have flags/notifications for cases that are outside of laboratory-established analysis or review turn-around time goals at the case level and/or discipline.
- Allow for the laboratory to establish TAT goals at the discipline, analysis type, and/or personnel level.
- Support the ability to add test categories at the user-level (without vendor assistance).
- Support the ability to add analytical units to include processes, data fields, and process worksheets at the user-level.
- Be able to track key QA/QC information associated with analyses including
  - Proficiency testing: Status, success;
  - Continuing education: Hours, titles, costs, type;
  - Instrumentation and Equipment: certifications/calibrations/planned maintenance status;
  - Chemical and reagents-preparation, lot numbers, recipes, QC status, expiration date;
  - Chemical inventory management system must allow for the multiple attachments per inventory item;
  - Method revisions in place at time of analysis with the ability for future linkage to a document control system such as Qualtrax (or equivalent);
  - Certification status of personnel.

- Provide for inventory management as it relates to:
  - Toxicology specimens (biological and pharmaceutical);
  - Pathology specimens (tissues) and evidence (i.e. ligatures, etc.)
  - Drug standards;
  - Training drugs;
  - Supplies;
  - Instrumentation;
  - Software;
  - Chemicals.
- Provide for a "key word search" query for words/terms found in specified data fields.

- The web function will be expanded on the proposed LIMS. The LIMS must enable any user (including outside of the RFSC agencies) the ability to login to the proposed LIMS via the internet in order to query the results status of any case. The access will be based on the security level or user-based roles defined within the proposed LIMS security module.
- Vendor must demonstrate that their LIMS is successfully in use in a forensic laboratory of similar size and scope and that has met accreditation standards set by the ANAB AR 3125 and ISO/IEC 17025:2017 within the past five years. Supporting information should be provided.

Evidence Control LIMS Requirements

- The LIMS **must**:
  - Enable the entry of the following case information:
    - Assign or import SCRFSC case number (unique);
    - Case Agency;
    - Case Agency Number;
    - Submitting Agency;
    - Other Agency;
    - Other Agency Case Number;
    - Analysis type(s) requested;
    - Case information such as occurrence date, location, etc.;
    - Item number assignment;
    - Item description by drop down menu;
    - Item count (ex: 2 of 5);
    - Case Officer's information (name, agency, email);
    - Submitting agency officer information (name, agency, email);
    - Parties involved (suspects, victims) including biographical data (i.e., sex, race, DOB, etc.);
    - Set link for case to lead officer;
    - Email notification to all personnel associated with a case in the event of a case number change;
    - Case scenario;
    - UCR code.
  - Provide the following:
    - Ability to track inventory;
    - Ability to modify information (case number change, lead officer change, etc.);
    - Assign inventory to analyst;
    - Attribution of status codes;

    - Attribution of location codes;
    - Attribution of disposition codes;
    - Attribution of evidence codes;
    - Ability to add new or modify evidence code.
  - Record the employee that accepts evidence, as well as any re-assigned evidence.
  - Record the location that evidence is stored (i.e., vault, evidence locker, etc.).
  - Allow user-defined "required" and "non-required" data entry to ensure all required information is provided at the time of evidence submission. LIMS must include appropriate flags and notifications to prevent submission of cases without "required" information. End user must have the ability to determine "required" vs. "optional or non-required" information based upon case/section type.
  - Provide users the ability to print the entire chain of custody for each submitted exhibit.
  - Be capable of performing both single and multiple batch item(s) transfers while maintaining a record of the chain of custody.
  - Have the ability to add additional evidence after the original case is created.
  - Print a bar code label for each package of evidence received by the RFSC. The information must include case number, inventory or item number and a brief description of each item.
  - Provide users with the ability to search existing case numbers on the current submission prior to issuing a new case number to avoid duplication.
  - Have the ability to print an evidence receipt for the submitting agency as a record of each transaction.
  - Offer the capability for law enforcement agencies to remotely check their case status via the web based on user roles and permissions.
  - Record the release of evidence to the case officer, courier, analyst, and submitting or case agency.
  - Provide users the ability to conduct inventory reconciliation with printouts of reconciliation results showing evidence assignments to a specific person or location. LIMS must provide a report for discrepancy and reconciliation of evidence inventory for items, associated property receipts, and misplaced property.
  - Allow for multi-agency submissions under the same RFSC laboratory case number, with different cross-reference case numbers for each agency.
  - Have the ability to provide ad-hoc case related correspondence, through LIMS email, with case or submitting agencies, and the Sedgwick County District Attorney's Office.
  - Allow for holds to be placed on evidence and track who placed a hold on the evidence (i.e., investigating officer, pathologist, etc.).
  - Have disposition notices generated based upon user configurable queries.
  - Provide users within automated notifications to designated parties regarding the disposition of their case(s).
  - Incorporate both inventory creation and item entry in the same view.
  - Support sealed or expunged case requirements including the securing of biographical data.
  - Allow case closing and re-opening individually or by batch.
  - As new officers from different agencies are employed, LIMS users must have the ability to input names and badge numbers into the new system at the point of receiving. LIMS administrators must have the ability to add new users (i.e., officers, users, etc.).

Pre-Submission Portal/Log LIMS Requirements

- The LIMS **must:**
  - Provide an automated web-based tool for submitting requests to RFSC from multiple outside agencies.
  - Provide connectivity to allow the requestor to monitor the status of requests electronically.
  - Allow the submitter to amend requests and automatically notify lab personnel of the amendment.

- Allow for cancellation/deletion/denial of submitted requests with automatic notification to the laboratory personnel and the case officer.
- Allow the requestor to save a request at any point in the submittal process and return at a later date for completion.
- Provide administration capability to define field validation values.
- Be able to automatically notify the submitter and case officer when the results are complete.
- Be able to electronically deliver report results.
- Have the ability to modify (user-end) the request template to include new fields, test type, or other desired or required fields.
- Have defined fields as required or non-required.

Drug Identification and Fire Debris Units LIMS Requirements

- The LIMS **must**:
  - Provide users the ability to manage (i.e. track, control, plan) the chemical drug standard inventory, to include all QA/QC activities and documentation.
  - Provide users the ability to manage (i.e. track, control, plan) the reference ignitable liquid collection, to include all QA/QC activities and documentation.
  - Provide for electronic report review by supervisors as well as for technical and administrative review prior to release.
  - Enable a web-based interface with the District Attorney's Office and designated case agencies where results can be viewed preliminarily and printed only after the technical and administrative approval processes are completed.
  - Contain a user-maintained drug code table that contains all results for drugs and respective drug names for drug reports, and provide the ability to edit the drug code table and add new codes as new drugs are identified. Table must include drug name, drug class, and drug schedule.
  - Contain a user maintained balance table that contains a listing of each balance by identification number, model, serial number, and calibration status with associated established uncertainty of measurement values.
  - Contain a user-maintained instrument table that contained a listing of each instrument/instrument combination with associated method and method parameters.
  - Contain a user managed table of standardized "notes" for selection and inclusion on appropriate reports.
  - Contain a module for Fire Debris Analysis with associated drop-down menus that allows both automated and manual typing of a non-standard code, and instrumentation used.
  - Provide for input of the laboratory determined data inputs, calculation of, and reporting of quantitative ranges based upon analytical results and applied uncertainty of measurement calculations.
  - Generate Chemistry statistics queries with the following information, at a minimum (within a given date range and/or case agency):
    - Number/listing of Controlled Substances cases;
    - Number/listing of General Chemistry cases;
    - Number/listing of Fire Debris Analysis cases;
    - Number of cases analyzed with grant personnel or grant supplies;
    - Listing of cases with specific drug findings;
    - Number/listing of cases pending review per analysis;
    - Number/listing of cases exceeding pre-determined TAT target.

Firearms Laboratory LIMS Requirements

- The LIMS **must**:
  - Enable a Web-based interface with the District Attorney's Office and designated case agencies where results can be viewed preliminarily and printed only after the technical and administrative approval processes are completed.
  - Provide users the ability to manage (i.e. track, control, plan) the chemical inventory, to include all QA/QC activities and documentation.
  - Provide for input of the laboratory determined data inputs, calculation of, and reporting of quantitative ranges based upon analytical results and applied uncertainty of measurement calculations.
  - Contain a user maintained instrument table that contained a listing of each instrument/instrument combination with associated method and method parameters.
  - Contain a user managed table of standardized "notes" for selection and inclusion on appropriate reports.
  - Provide for evidence tracking including detailing condition.
  - Track the identity of the laboratory personnel scientist performing each examination.
  - Generate statistical queries with the following information, at a minimum (within a given date range and/or case agency):
    - Number/listing of cases Law Enforcement;
    - Number of cases analyzed with grant personnel or grant supplies;
    - Number of samples analyzed by outsource laboratory;
    - Listing of cases with specific conclusions;
    - Turnaround time from outsourcing to receipt of results;
    - Number/listing of cases pending review per analyst;
    - Number/listing of cases exceeding pre-determined turn-around time target;
    - Number/listing of cases pending verification per analyst.

Toxicology Laboratory LIMS Requirements

- The LIMS **must**:
  - Provide users the ability to manage (i.e. track, control, plan) the chemical drug standard inventory, to include all QA/QC activities and documentation.
  - Provide users the ability to manage (i.e. track, control, plan) controls and calibrators.
  - Contain a user-maintained drug code table that contains all results for drugs and respective drug names for drug reports, and provide the ability to edit the drug code table and add new codes as new drugs are identified. Table must include drug name, drug class, and drug schedule.
  - Provide for classification of results based upon drug, drug class, manner and cause of death, mechanism of injury, and/or UCR code.
  - Contain a user-maintained table that contains a listing of uncertainty of measurement values for analyses of each quantitative analysis performed.
  - Provide for input of the laboratory determined data inputs, calculation of, and reporting of quantitative ranges based upon analytical results and applied uncertainty of measurement calculations.
  - Contain a user maintained instrument table that contains a listing of each instrument/instrument combination with associated method and method parameters.
  - Contain a user managed table of standardized "notes" for selection and inclusion on appropriate reports.
  - Allow for creation and documentation of batched toxicological analyses.
  - Allow for batch-specific data/information and batch level reviews associated with specific analytical techniques to be applied to all applicable case/item records with a single entry.
  - Provide for specimen tracking including detailing volumes used for each testing procedure.

- Track the identity of the laboratory personnel accessioning samples and scientist performing each analysis with the understanding that the analyst(s) perform individual aspects of the analysis may not be the signing case scientists.
- Be able to create export files based upon templates for import into various instrumentation relating to batch analyses to include immunoassay, GC/MS, and LC/MS/MS analyses.
- Generate Toxicological statistics queries with the following information, at a minimum (within a given date range and/or case agency):
  - Number/listing of cases ante-mortem (e.g., cases submitted by law enforcement) toxicology;
  - Number/listing of cases for post-mortem toxicology;
  - Number of cases analyzed with grant personnel or grant supplies;
  - Number of samples analyzed by outsource laboratory;
  - Listing of cases with specific drug findings;
  - Turnaround time from outsourcing to receipt of results;
  - Number/listing of cases pending review per analyst;
  - Number/listing of cases exceeding pre-determined turn-around time target.

Biology/DNA LIMS Requirements

- The LIMS **must**:
  - Contain a demonstrated, fully functional DNA module that utilizes data from custom worksheets to determine the status of each item's analysis.
  - Interface with instrumentation generating results in electronic format.
  - Produce case reports for serology, DNA and CODIS matches.
  - Maintain records of all cases that were outsourced or analyzed as a result of grant funding.
  - Produce performance measure reports of the number of cases and samples analyzed within a selected time frame.
  - Produce performance measures of case turn-around-time and of case backlog.
  - Utilize metadata information associated with specimen samples as text, hypertext links and/or images or pointers indexed to relevant databases, or stored as data within its database.
  - Have the ability to manage location and storage of specimen samples/cuttings that may be retained in the lab.
  - Provide for the archival of all generated DNA instrument data, and assignment to individual cases and items analyzed.
  - Have the ability to track the transmittal of specific evidence specimens, cuttings, samples or group of specimens to specific individuals within the lab (intra- as well as inter-section), as well as to outside entities.
  - Generate Biology/DNA statistics queries with the following information, at a minimum:
    - Number of cases for DNA analysis;
    - Number of cases for Serology analysis;
    - Number of cases analyzed with grant personnel or grant supplies;
    - Number of cases outsourced;
    - Number of samples analyzed by outsource laboratory;
    - Number of cases DNA data received from outsource laboratories;
    - Number of outsource cases reviewed;
    - Number of cases with uploadable DNA profiles;
    - Number of cases with CODIS hits (forensic);
    - Number of cases with CODIS hits (offender);
    - Number of cases with CODIS hits (NDIS, SDIS, LDIS);
    - Number of DNA samples analyzed;

- Number of serology samples analyzed;
- Percentage of each sample type that produced uploadable DNA profiles;
- Number of "Touch DNA" samples submitted;
- Number of "Touch DNA" samples analyzed;
- Number of "Touch DNA" samples with positive DNA results;
- Number of "Touch DNA" sample with CODIS eligible profiles;
- Number of "Touch DNA" samples with CODIS hits;
- Dispositions of CODIS hits;
- Number of CODIS hits from in-house or outsourced cases cumulatively;
- Number/listing of cases pending review per analyst;
- Number/listing of cases exceeding pre-determined turn-around time target;
- Number of cases by case type (UCR code);
- Number of cases with offender hit confirmations;
- Number of cases with statistical evaluations and filterable be calculation type (i.e. single source, mixture, etc.);
- Number of samples consumed upon extraction;
- Number of firearms components tested.

- LIMS Biology/DNA statistics reports must allow filtering for a particular analysis, for a particular time frame, for a particular grant, cumulatively for all cases, for agency cases, for a particular offense (i.e. homicide, sexual assault), for cold or current cases, and by scientist.
- LIMS reports must tabulate results per analyst, offense, and submitting agency.

Pathology LIMS Requirements

- The LIMS **must**:
  - Provide users the ability to manage (i.e. track, control, plan) inventory, to include all QA/QC activities and documentation.
  - Provide for classification of results based upon manner and cause of death, mechanism of injury, and/or UCR code.
  - Contain a user managed table of standardized "notes" for selection and inclusion on appropriate reports.
  - Provide for specimen tracking.
  - Track the identity of the pathology personnel collecting and accessioning samples.
  - Generate Pathology statistics queries with the following information, at a minimum (within a given date range and/or case agency):
    - Track case numbers;
    - Track the number/listing of cases per county or jurisdiction;
    - Track whether a Coroner case or not;
    - Track cause of death;
    - Track manner of death;
    - Track natural cause of death;
    - Track traumatic or non-natural cause of death;
    - Track mechanism of injury;
    - Track sealed cases;
    - Track dates (i.e., date of death reported, date of death, date of examination, date body arrived, date body released; date toxicology was completed; date autopsy report was filed, etc.);

- Track the number/listing of cases submitted for post-mortem toxicology;
- Track the number of indigents and final disposition dates;
- Track method of identifying indigents;
- Track the number of cremation permits and associated dates;
- Tack the number of burials and associated dates;
- Track decedent names;
- Track pathologist names;
- Track medical investigators names;
- Track forensic pathology assistant names and various duties (i.e. autopsy, clean, x-ray, release, and decontamination);
- Track livery service names;
- Track decedent demographics (i.e. date of birth, sex, race, age, body height, body weight, etc.);
- Track case location origin (address, zip, city);
- Tack scene information;
- Track the number of photos (scene and autopsy);
- Track histology information;
- Track items submitted with decedent bodies;
- Track mortuary and/or funeral home information;
- Track decedent donor information (i.e., tissue, eye, organ);
- Track evidence disposition;
- Track decedent disposition (indigent and non-indigent);
- Track motor vehicle accident information;
- Track x-ray type information (i.e., dental or full);
- Track subpoena and testimony tracking;
- Track Post-mortem Toxicology results;
- Track number/listing of cases exceeding pre-determined turn-around time target(s);
- Track outstanding cases;
- Track infectious diseases (i.e., COVID-19, HIV, Hepatitis B, ect.);
- Track evidence submitted to DNA for identification.

Integrated LIMS DNA Module Requirements

- The LIMS **must**:
  - Have the ability to import genotypes from GeneMapper IDX. Also, must be amendable/upgradable to import the most recent version as new versions are utilized by the laboratory.
  - Have the ability to import reports from STRmix.
  - Have ability to automatically create a summary sheet (allele call table) of interpretations, must have the ability to manually edit interpretations once compete.
  - Allow for creation and documentation of batched analyses.
  - Allow for batch-specific data/information to be applied to all applicable case/item records with a single entry.
  - Have ability to track inventory and QA/QC status of all designated supplies, chemicals, and reagents.
  - Have the ability for the user to add and edit amplification kits and associated loci and alleles, and other assays without contracting the vendor for changes.
  - Generate run sheet(s) through a template function for importing and exporting to commonly used instrumentation within the laboratory (See Instrumentation).

- Have Independent DNA module with the following capabilities:
  - Track a sample through the entire analytical process from extraction, to quantitation, to amplification, to instrumental analysis, interpretation and reporting and review;
  - Ability to add/move/delete samples from parts of the process or batch within the various stages of the analytical process;
  - Functionality to track inventory, availability, and quality assessment of reagents and supplies;
  - Functionality correlated to instrumentation:
    a. Tracking maintenance and availability. Therefore, alleviating logbooks to an electronic tracking;
    b. Scheduling of routine maintenances with flags/alerts;
    c. Ability to add instrumentation, kits, and reagents without contacting/payment to vendor;
    d. LIMS must provide documentation of software updates/upgrades to the laboratory. This will allow the lab ability to determine if a performance check will be required;
    e. Functionality to turn updates on/off based off of laboratory needs.
  - Data formatting to .cmf format for CODIS software purposes.
  - Ability to customize reports and worksheets.
  - Allow for production of electronic or manual casework worksheets and reports.

RFSC Instrumentation General Overview

- Biology/DNA Laboratory:
  - Microscopes;
  - Balances;
  - Pipettes;
  - AB3500;
  - AB7500;
  - Maxwell 16;
  - Thermal Cyclers;
  - Qiagen EZ1 Advanced XL;
  - Qiagen QIAcube Connect;
  - Qiagen QIAgility;
  - 9700 and Veriti Thermal Cyclers.
- Drug ID:
  - Microscopes;
  - Balances;
  - Pipettes;
  - Agilent GC/MS;
  - FTIR;
  - GC-IRD;
  - Headspace.
- Fire Debris:
  - Pipettes;
  - Agilent GC/MS.
- Toxicology:
  - Balances;
  - Pipettes;
  - Agilent GC/MS;
  - ThermoFisher GC/MS;
  - Perkin Elmer GC/MS;
  - Waters LC/MS/MS;
  - Siemens Immunoassay;
  - Immunalysis Immunoasssay;

    - Agilent UV-VIS.
- Firearms:
    - Balances;
    - Microscopes.
- Pathology:
    - Balances;
    - X-ray Machines.

Tasks To Be Performed By Vendor

- Perform and/or manage all tasks and services for the design, development, delivery and integration of system to ensure that a complete system is implemented.
- Provide all software (inclusive of licenses) necessary to operate the proposed LIMS.
- Provide all components necessary for the proper operation of the proposed LIMS including any and all items not identified in these specifications which are necessary to affect operation as described.
- Migrate RFSC existing data into the new LIMS.
- Perform entire installation and training for the proposed LIMS.
- Provide RFSC with and implement an installation and activation plan and timeline (not to exceed past November 15, 2021) to meet all requirements defined in this document.
- Provide a plan for transitioning from the current system to the proposed system operational mode.
- Provide support personnel as appropriate, to assist in the transition and implementation to the LIMS. The areas of support, at a minimum are as follows:
    - Operating system and environmental software;
    - Application software;
    - Data communications hardware and software;
    - Database software;
    - Data migration;
    - Operations staff;
    - Data update scripts/processes.

Maintenance and Support Services to Be Provided

- Contractor Obligations. Through the duration of the project through final acceptance, the Vendor must be able to perform additional work as required by the County with no service interruptions. Upon Final System Acceptance and "Go-Live", the Contractor must provide the County with hardware and software maintenance support services for the LIMS System utilized by the County.
- The selected vendor must provide a help desk available for the service provided.
- The selected vendor must track all help requests and/or system problems. The selected vendor must demonstrate the ability to do the following.
    - Log all calls received;
    - Track all calls throughout the process until the solution or information is relayed back to the customer;
    - Give every call a unique number for tracking purposes, preferably a "ticket #";
    - Produce a report of all outstanding RFSC tickets in a given time period;
    - Produce a report of all closed tickets in a given time period;
    - Search by any field;
    - Track all work requests, complaints, and informative calls;
    - Support copy and paste with other Windows applications;

- Assign authorized RFSC personnel to access the System.

- The LIMS must have maintenance, support and subscription to be included on a 24X7 basis for the initial term and any subsequent terms of the resultant contract, which will be paid on an annual basis.
- When problems with the LIMS are reported or identified, the contractor must designate a severity level for each problem as defined below. If the RFSC disagrees with the severity level assigned by vendor, a change to the severity level will be discussed and mutually agreed upon. The severity levels are detailed below:

Severity Level	Response Time (Normal Business Hours)	Response Time (On-Call Hours)	Frequency of Issue Status	Target Resolution Time
1	1 hour	5 hours	Hourly	8 hours
2	1 hour	5 hours	Every 2 hours	48 hours
3	1 days	3 days	Every 2 days	5 days
4	2 days	N/A	Monthly	As scheduled

Training Services to Be Provided

- Classes are to be conducted within the RFSC. Remote training may be considered depending upon whether or not the pandemic caused by COVID-19 is still occurring, if any restriction of travel or gatherings are in place, and if so what the specific restrictions entail.
- Administrator training classes will include up to 10 trainees.
- User level training classes will include up to 40 trainees.
- The schedule for the training will be agreed upon between the selected vendor and RFSC. The RFSC will provide a training facility for this to be conducted.
- The selected vendor must provide a timeline for conducting training for this type of environment.
- The selected Proposer must prepare and provide LIMS how-to-guides, quick reference cards, and other reference materials as applicable to assist users.
- The LIMS must have a mechanism to interface with other applications to aid in the sharing of pertinent data.

Architecture and IT Standards

If the product proposed is vendor/cloud hosted:

- Preferably written in HTML 5, not requiring Java, Reader, or Flash needs (vulnerable 3rd party apps) - if any, always the latest version.
- Vendor should provide a list of client requirements.
- Vendor should indicate data requirements - data growth rate per year (database size, attachments, binaries, backup sizes, etc.); include estimated impact to cost impact and services.
- Vendor should list client application deployment methods (please include how these applications will be updated).
- Vendor should list any included backup and recovery capabilities, objectives and estimated timelines.
- Vendor should provide secure connections to data and be compliant with any regulatory requirements such as HIPAA, CJIS, and PCI requirements.
- Vendor should include interface diagram and security specifics.
- If not answered in previous question, please list authentication and security methods for access to the system and system data:
- If a hosted solution, Sedgwick County should retain access to data should contracts terminate, the data remains the property of Sedgwick County.

If On Premise (County servers):

- The software needs to be able to be supported on current technology standards and future / modern OS releases. Indicate if this system stays up to date with modern software updates -- such as Windows OS or SQL versioning to the latest versions.
- If web based, preferably written in HTML 5, not requiring Java, Reader, or Flash needs (vulnerable 3rd party apps) - if any, always the latest version.
- Environment and Platforms for on-Premise:
    - Install on latest version of Windows -- Windows 2012R2 or newer, 64 bit.
    - If web based, browser compatible with Internet Explorer 11+, or other modern browsers.
    - If not proprietary or internal database - Latest version of SQL Server Supported (minimum 64bit 2012).
    - VMWare 5.5+ compatible and supported.
    - Application can be centrally managed:
        - Updates to app;
        - Patches to operating system it is on;
        - Microsoft Active Directory member;
        - Ability to manage through Group Policy;
        - If thick client, client can be deployed with minimal configuration needs, fully packaged in .MSI or other sustainable deployable method.

- Vendor should list Server and Client resource requirements (CPU, Memory, and Disk Space)
- Vendor should indicate data requirements - data growth rate per year (database size, attachments, binaries, backup sizes, etc.).
- Vendor should indicate server and application update practices (Include the answers to how to patch the application on the client and server).
- Vendor should list network connection requirements.
- Vendor should list client application deployment methods (please include how these applications will be updated).
- Vendor should list System External Interface requirements (Please include an interface diagram) and indicate if there are any remote connections needed to support the on-premise system.
- If not addressed in previous response, vendor should list authentication and security methods for access to the system and system data.
- Vendor should indicate backup methods recommended - any incompatibilities with backup systems on the market.
- Software should be compatible with modern antivirus clients (list any needed exceptions or known problems).
- Vendor should list any firewall and security considerations or exceptions needed.
- Vendor should list any database or software license needs, purchased outside of this request.

Project Status Reporting

Weekly written status reports shall be submitted to the Department Project Manager. These status reports should outline:

- Overall summarization of the project progress;
- Deliverables achieved;
- Deliverables remaining, progress, and expected delivery on each; and
- Issues and concerns affecting specific deliverables and the project schedule or any other aspect of the project.

Acceptance Testing

The vendor will work with the county to create an acceptance testing plan. Both parties shall agree to the plan in writing and the plan must be completed prior to county acceptance of the solution.

Documentation

The vendor shall provide system documentation (written or electronic) to the county.

User Training

Describe any training to be provided by the Vendor:

- Identify who and how many resources require training.
- Identify the timing of the training.
- Indicate if training is to be provided at the Department's site or off site.
  - If on-site training is required indicate if the Vendor will be required to deliver training at multiple locations or at one central location.
- Identify location of training facilities.
- Describe the equipment and software to be provided at the training facility.
- Identify any required content for training materials to be provided to trainees.
- Identify any experience/skill requirements for the individual(s) delivering the training.

Cost of Work

All costs for each item referred to in the proposal must be identified in this subsection. While overall costs may be dependent on the County purchasing all components of the proposal (e.g., LIMS, DNA LIMS, Pre-log, Inventory Management), costs should be broken out by system component and noted.

Costs must be unbundled and separately listed for each component required of the vendor to provide the services required. Proposals that do not detail specific costs will be considered non-responsive.

The vendor shall bear the onus of any cost related errors.

All interface costs must be included. Note that the costs associated with interfaces shall include all costs associated with the development, testing, and deployment of the defined interface.

The County reserves the right to conduct negotiations with vendors on pricing and payment terms.

Costs proposals should include the following components:

- Implementation Costs – Describe and list all costs that would be associated with implementation of the system, including but not limited to the following:
  - Installation of Hardware/Software
  - System Integration
  - Project Management
  - Training
  - Data Conversion
  - Travel
  - Any other costs (please describe)
- Optional Costs – Describe and list all optional cost items associated with the system.
- Total One-Time Costs – Present a summary of all one-time costs for the system.
- Recurring Costs – Provide a five-year cost schedule that presents the annual cost for maintenance and service warranty. Include options to renew after 5 years.
- Payment Schedule – Provide a proposed payment schedule.

VI. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the county Contract Manager with respect to the work to be performed under this contract.
- Conduct final inspection and approve payment.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Josh Lauber at Josh.Lauber@sedgwick.gov by 1:45 pm CDT, May 29, 2020. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/ under the Documents column associated with this RFP number by 1:45 pm CDT, June 3, 2020. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed theses qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Have a minimum of three (3) years' experience in providing services similar to those specified in this RFP.
2. Have experience in managing projects of comparable size and complexity to that being proposed.
3. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
4. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
5. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
6. Provide project management (as required) and quality control procedures.
7. Have appropriate material, equipment and labor to perform specified services.
8. Park only in designated areas and display parking permit (if provided).
9. Wear company uniform or ID badge for identification purposes.
10. Sign Blood Borne Pathogen Exposure Risk Document.
11. Comply with all security and health safety procedures at the RFSC.

C. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee. Proposals will be evaluated and the scoring will be weighted to achieve a final score.

It is the intent of the county to award this project to the vendor who receives the highest score when the evaluation committee reviews the responses submitted. The evaluation committee members will each judge the proposals by using the criteria below.

The evaluation committee reserves the option of visiting Forensic Laboratories utilizing the vendor's proposed solutions in part of their review process. Any such site visits will be done at the cost of the county.

Component	Points
a. Ability to provide a comprehensive, integrated solution to meet the stated requirements	40
b. Approach, methodology, and proposed schedule for solution	25
c. Record of performance on similar projects, including customer retention, customer support during and after project implementation, and other feedback from references	15
d. Total cost of ownership (software, annual maintenance and support, implementation services, training, hardware, database, resources required, etc.)*	10
e. Firm economic and technical resources, stability and longevity in the market	5
f. Proposal quality and content	5
Total Points	100

Assume the following cost proposals **(examples only)**

A. $50,000.00
B. $38,000.00
C. $49,000.00

Company B with a total price of $38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

A. $38,000.00 divided by $50,000.00 =.76	.76*10	7.6 points
B. $38,000.00 divided by $38,000.00 =1.00	1.00*10	10 points
C. $38,000.00 divided by $49,000.00= .77	.77*10	7.7 points

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. Request for Proposal Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Section at (316) 660-7255 to confirm any and all dates**.**

Distribution of Request for Proposal to interested parties	**Wednesday, May 20, 2020**
Questions and Clarifications submitted in writing	**Friday, May 29, 2020**
Addendum Issued	**Wednesday, June 3, 2020**
Sealed Proposal due before 1:45pm CS/DT	**Tuesday, June 9, 2020**
Evaluation Period	**June 9-July 2, 2020**
Board of Bids and Contracts Recommendation	**Thursday, July 2, 2020**
Board of County Commission Award	**Wednesday, July 8, 2020**

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of three (3) years with two (2) one (1) year options to renew.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions
https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of three (3) years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas **(must be acknowledged on the bid/proposal response form).**

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	$1,000,000.00
General Aggregate, per project	$2,000,000.00
Personal Injury	$1,000,000.00
Products and Completed Operations Aggregate	$2,000,000.00
Automobile Liability:	
Combined single limit	$500,000.00
Umbrella Liability: Following form for both the general liability and automobile **____ Required / __X__ Not Required** Each Claim Aggregate	 $1,000,000.00 $1,000,000.00
Professional Liability/ Errors & Omissions Insurance: **__X__ Required / ____ Not Required** Each Claim Aggregate	 $1,000,000.00 $1,000,000.00
Pollution Liability Insurance: **____ Required / __X__ Not Required** Each Claim Aggregate	 $1,000,000.00 $1,000,000.00
"Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than $1,000,000 combined single limit to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of Client or Client's clients." **__X_ Required / ____ Not Required** **Each Claim** **Aggregate**	 $1,000,000.00 $1,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, Contractor shall also provide the following:

Builder's Risk Insurance:	In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, Contractor, and all Subcontractors shall be included as named insureds.

G. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. Proposal Conditions
https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf

General Contract Provisions
https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf

Mandatory Contract Provisions
https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf

Independent Contractor
https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf

Sample Contract
https://www.sedgwickcounty.org/media/39236/sample-contract.pdf

VIII. Required Response Content

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
3. The firm's relevant experience, notably experience working with government agencies.
4. At minimum, **three (3)** professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
6. A description of the type of assistance that will be sought from county staff, including assistance required from the County to lessen the costs of this project.
7. Proof of insurance meeting minimum insurance requirements as designated herein.
8. Sample of software license agreement and sample of support agreement.
9. Those responses that do not include all required forms/items may be deemed non-responsive.
10. Non-Employee User Agreement.
11. Acknowledge receipt of Business Associate Addendum.

IX. Response Form

REQUEST FOR PROPOSAL
RFP #20-0036
Laboratory Information Management System (LIMS)

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME_____

DBA/SAME_____

CONTACT_____ _____

ADDRESS_____**CITY/STATE**_____**ZIP**_____

PHONE_____ **FAX**_____ **HOURS**_____

STATE OF INCORPORATION or ORGANIZATION _____ **COMPANY WEBSITE**

ADDRESS_____ **EMAIL**_____

NUMBER OF LOCATIONS_____ **NUMBER OF PERSONS EMPLOYED**_____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation_____ Sole Proprietorship _____

Partnership_____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ **Minority-Owned Business: _____ (Specify Below)**

____African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

____Native American (25) ___ Other (30) - Please specify_____

Not a Woman-Owned Business: _____ **Woman-Owned Business: _____ (Specify Below)**

____ Not Minority -Woman Owned (50) ____ African American-Woman Owned (55)

____Asian Pacific-Woman Owned (60) ____Subcontinent Asian-Woman Owned (65) ____Hispanic Woman Owned (70)

____Native American-Woman Owned (75) ____Other – Woman Owned (80) – Please specify_____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes **_____**No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____Yes _____No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp .

NO._____, DATED _____; NO._____, DATED_____; NO._____, DATED_____

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed**.

Signature_____ Title_____

Print Name_____ Dated _____

Sedgwick County Non-Employee Information Technology Usage Agreement

Anyone that is not a Sedgwick County employee who will access Sedgwick County information technology in the course of their work for Sedgwick County ("Non-employee personnel") are required to sign this document before accessing any Sedgwick County information technology system. "Information technology" includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by Sedgwick County.

1. Non-employee personnel have no expectation of privacy in any electronic communications, use of Sedgwick County property, or Internet access. Sedgwick County reserves the right to review, audit, or monitor any information technology used by non- employee personnel.
2. Non-employee personnel shall use only accounts authorized by the Sedgwick County Chief Information Officer (CIO).
3. Non-employee personnel may access only those resources for which they are specifically authorized.
4. Non-employee personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to the following.
   a. Passwords shall remain confidential.
   b. Passwords shall be changed at least every 90 days.
   c. Passwords shall be at least eight characters long.
   d. Passwords shall contain characters from at least three of the following four classes: (i) English upper case letters, *A, B,* (ii) English lower case letters, *a, b,* (iii) Westernized Arabic numerals, *0,1,2,* and (iv) Non-alphanumeric (special characters) such as punctuation symbols.
   e. Passwords shall not contain your user name or any part of your full name.
   f. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
5. Non-employee personnel are not permitted to script their user IDs and/or passwords for log-on access.
6. Non-employee personnel are not permitted to allow another person to log-on to any computer utilizing their, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple authorized people.
7. Non-employee personnel may not leave their workstation logged onto the network while away from their area. Non-employee personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
8. Non-employee personnel shall maintain a log, left with the computer, of all software loaded onto any Sedgwick County computer. The software must have been approved in writing in advance by the CIO.
9. Non-employee personnel shall execute only applications that pertain to their specific contract work.
10. Non-employee personnel shall promptly report log-on problems or any other computer errors to the Helpdesk (316-660-9811).
11. Non-employee personnel shall promptly notify the County Helpdesk if they have any reason to suspect a breach of security or potential breach of security.
12. Non-employee personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the County Helpdesk.
13. Non-employee personnel shall not install or use any type of encryption device or software on any Sedgwick County hardware, which has not been approved in writing in advance by the CIO.
14. Non-employee personnel shall not attach any device to the Sedgwick County network without prior written approval in advance from the CIO.
15. Non-employee personnel may not remove any computer hardware, data or software from a Sedgwick County building for any reason, without prior written approval from the CIO.
16. Non-employee personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on Sedgwick County hardware.
17. Non-employee personnel shall not attach any network or phone cables to any Sedgwick County device without written approval from the CIO.
18. Non-employee personnel may not copy any data and/or software from any Sedgwick County resource for personal use.
19. Non-employee personnel may not utilize Sedgwick County computer systems or networks for any of the following reasons:
   a. Game playing;
   b. Internet surfing not required for their work activity;
   c. Non-work related activity.
   d. Any illegal activity.
   e. Downloading of files from non-County resources. If files are needed for your work, contact Sedgwick County IT personnel.
20. Non-employee personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing in advance by the CIO.
21. Non-employee personnel may not give out any Sedgwick County computer information to anyone. Exception: other non-employee personnel needing the information to complete authorized tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
22. All data storage media shall be erased or destroyed prior to disposal.
23. All portable media used must be FIPS 140-2 compliant media encrypted with hardware encryption using AES 256 algorithm.
24. Non-employee personnel may not remove, modify, erase, destroy or delete any computer software without the written approval in advance of the CIO.
25. Non-employee personnel shall not attempt to obtain or distribute Sedgwick County system or user passwords.
26. Non-employee personnel shall not attempt to obtain or distribute door passcodes/passkeys to secured rooms at any Sedgwick County facility for which they are not authorized.
27. All equipment issued to non-employee personnel will be returned in good condition to Sedgwick County upon termination of the Sedgwick County/non-employee Personnel relationship.
28. Non-employee personnel may not use Sedgwick County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
29. Non-employee personnel are prohibited from causing Sedgwick County to break copyright laws.
30. Use by non-employee personnel of any Sedgwick County information technology will acknowledge acceptance of the above- referenced policies. Any non-employee who violates any of these policies shall be subject to disciplinary action, including total removal from the Sedgwick County project as well as being subject to Kansas civil and criminal liability. Disciplinary action may include Sedgwick County requesting the non-employee be considered for demotion, suspension and termination.

Non-employee personnel's signature	Date	Company's/Agency's name, printed
Non-employee personnel's name, printed	Purpose – reason you are signing the form	
	Sedgwick County Sponsor – employee and department	

Revision Date: 12/13/2018

HIPAA RULES

BUSINESS ASSOCIATE ADDENDUM

DEFINITIONS

1.1 The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Sedgwick County.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

2.1 not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law;

2.2 Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement;

2.3 report to covered entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware, as further provided for in Par. 12.1, *et seq.*;

2.4 mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;

2.5 in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

2.6 make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

2.7 make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

2.8 make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules; and

2.9 maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528.

PERMITTED USES AND DISCLOSURES BY ASSOCIATE

3.1 Except as otherwise limited in this Agreement, Business Associate may only Use or Disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the purposes of the contractual relationship, if such Use or Disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the Minimum Necessary policies and procedures of the Covered Entity.

SPECIFIC USE AND DISCLOSURE PROVISIONS

4.1 Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the contractual or legal responsibilities of the Business Associate.

4.2 Business Associate may Use or Disclose Protected Health Information as Required By Law.

4.3 Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.

4.4 Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

4.5 Business Associate may provide Data Aggregation services relating to the Health Care Operations of the covered entity.

4.6 Business Associate may Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

OBLIGATIONS OF COVERED ENTITY

5.1 Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

5.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

5.3 Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

PERMISSIBLE REQUESTS BY COVERED ENTITY

6.1 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. If necessary in order to meet the Business Associate's obligations under the Agreement, the Business Associate may Use or Disclose Protected Health Information for Data Aggregation, management and administrative activities, or contractual or legal responsibilities of Business Associate.

TERM

7.1 ***Term.*** The Agreement shall be effective as of date of execution of the Agreement by the parties, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, has been returned to Covered Entity or, at Covered Entity's option, is destroyed, or, if it is infeasible to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Agreement.

MISCELLANEOUS

8.1 A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

8.2 The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

8.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

8.4 In addition to any implied indemnity or express indemnity provision in the Agreement, Business Associate agrees to indemnify, defend and hold harmless the Covered Entity, including any employees, agents, or Subcontractors against any actual and direct losses suffered by the Indemnified Party(ies) and all liability to third parties arising out of or in connection with any breach of this Agreement or from any negligent or wrongful acts or omissions, including failure to perform its obligations under the HIPAA Rules, by the Business Associate or its employees, directors, officers, Subcontractors, agents, or other members of its workforce. Accordingly, upon demand, the Business Associate shall reimburse the Indemnified Party(ies) for any and all actual expenses (including reasonable attorney's fees) which may be imposed upon any Indemnified Party(ies) by reason of any suit, claim, action, proceeding or demand by any third party resulting from the Business Associate's failure to perform, Breach or other action under this Agreement.

SECURITY RULE REQUIREMENTS

9.1 Business Associate agrees, to the extent any Protected Health Information created, received, maintained or transmitted by or in electronic media, also referred to as electronic protected health care information, as defined by 45 CFR § 160.103, that it will only create, maintain or transmit such information with appropriate safeguards in place.

Business Associate shall therefore: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health care information; ensure that any agent, including Subcontractors, to whom it provides such information shall agree to also implement reasonable and appropriate safeguards to protect the information; and report to the Covered Entity any Security Incident, as that term is defined by 45 CFR § 164.304, of which it becomes aware.

TERMINATION

10.1 Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

EFFECT OF TERMINATION

11.1 Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

Provided however, Business Associate may retain Protected Health Information if necessary for management and administration purposes or to carry out its legal responsibilities after termination of the Agreement.

Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at in this Agreement which applied prior to termination;

return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and

provided, however, that nothing in this section 11.1 shall apply in the case of PHI remaining in its possession which Business Associate determines it is not feasible to return or destroy. Business Associate shall extend the protection of this Agreement to such PHI and limit further uses and disclosure of such PHI.

The obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

NOTIFICATION OF BREACH

12.1 To the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, Uses, or Discloses Unsecured Protected Health Information, it shall, following the discovery of a Breach of such information, notify the Covered Entity of such Breach. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, Used, accessed, acquired, or Disclosed during such Breach. The Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the Individual under 45 C.F.R. § 164.404(c) at the time of the required notification to the Covered Entity, or as promptly thereafter as the information is available.

12.2 For purposes of this section, a Breach shall be treated as discovered by the Business Associate as of the first day on which such Breach is known to such Business Associate (including any person, other than the Individual committing the breach, that is an employee, officer, or other agent of such associate) or should reasonably have been known to such Business Associate (or person) to have occurred by the exercise of reasonable diligence.

12.3 Subject to section 12.4, all notifications required under this section shall be made without unreasonable delay and in no case later than 60 calendar days after the discovery of a Breach by the Business Associate involved in the case of a notification required under section 12.2. The Business Associate involved in the case of a notification required under section 12.2, shall have the burden of demonstrating that all notifications were made as required under this part, including evidence demonstrating the necessity of any delay.

12.4 If a law enforcement official determines that a notification or notice required under this section would impede a criminal investigation or cause damage to national security, such notification or notice shall be delayed in the same manner as provided under section 164.528(a)(2) of title 45, Code of Federal Regulations, in the case of a Disclosure covered under such section.

If a law enforcement official states to the Business Associate that any notification or notice would impede a criminal investigation or cause damage to national security, the Business Associate shall:

(a) If the statement is in writing and specifies the time for which a delay is required, delay such notification or notice for the time period specified by the official; or
(b) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification or notice temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in (a) is submitted during that time.

PROHIBITION ON SALE OF ELECTRONIC HEALTH RECORDS OR PROTECTED HEALTH INFORMATION.

13.1 Except as provided in section 13.2, the Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity has obtained from the Individual, in accordance with section 164.508 of title 45, Code of Federal Regulations, a valid authorization that includes, in accordance with such section, a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual.

13.2. Section 13.1 shall not apply in the following cases:

(a) The purpose of the exchange is for public health activities (as described in section 164.512(b) of title 45, Code of Federal Regulations).
(b) The purpose of the exchange is for research (as described in sections 164.501 and 164.512(i) of title 45, Code of Federal Regulations) and the price charged reflects the costs of preparation and transmittal of the data for such purpose.
(c) The purpose of the exchange is for the treatment of the Individual, subject to any regulation that the Secretary may promulgate to prevent Protected Health Information from inappropriate access, Use, or Disclosure.
(d) The purpose of the exchange is the health care operation specifically described in subparagraph (iv) of paragraph (6) of the definition of healthcare operations in section 164.501 of title 45, Code of Federal Regulations.
(e) The purpose of the exchange is for remuneration that is provided by the Covered Entity to the Business Associate for activities involving the exchange of Protected Health Information that the Business Associate undertakes on behalf of and at the specific request of the Covered Entity pursuant to the Agreement.
(f) The purpose of the exchange is to provide an Individual with a copy of the Individual's Protected Health Information pursuant to section 164.524 of title 45, Code of Federal Regulations.
(g) The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate as the exceptions provided in subparagraphs (a) through (f).