

RFP Number
32-10
A Request for Proposal for the
County of Spartanburg, South Carolina
February 1, 2010

Sealed Proposals must be delivered to the Office of Purchasing address below or mailed to the mailing address below. Facsimile and other electronic forms of Proposal will not be accepted. All sealed Proposals must be received by 2:00pm, EST, February 16, 2010, and then will be publicly opened. Sealed Proposals are subject to the conditions and all provisions set forth herein and attached. All qualified Proposer's are invited to submit Proposals to Spartanburg County for the following:

SPARTANBURG COUNTY SHERIFF'S OFFICE
LABORATORY INFORMATION MANAGEMENT
SOFTWARE SYSTEM

Description of project:

The Spartanburg County Sheriff's Office consist of approximately 300 sworn officers and 30 support personnel who provide law enforcement related functions within the boundaries of Spartanburg County. The Sheriff's Office consists of 4 divisions (uniform patrol, special services, administration, and criminal investigations) and several sub divisions. The intent of this project is to provide a versatile Laboratory Information Management Software System that integrates evidence tracking, analytical results, and lab management information to provide easy access to the overall case. The service provider is expected to provide a quality product at a fair price with the support to back their services.

Submit: One (1) unbound original and three (3) unbound copies of the Proposal, no tabs, must be received on or before 2:00pm, EST, February 16, 2010.

Address To: Spartanburg County Government
Office of Purchasing
Room 1220
Attention: Mike Emory, Director of Purchasing

Mailing Address: P.O. Box 5666
Spartanburg, South Carolina 29304

Office Address: 366 North Church Street
Room1220
Spartanburg, South Carolina 29303

Mark Envelope: Outside of sealed Proposal envelope must be marked:
RFP # "SPARTANBURG COUNTY SHERIFF'S OFFICE
LABORATORY INFORMATION MANAGEMENT SOFTWARE
SYSTEM"
followed by your firm name and address.

Deadline Enforced

Proposals or withdrawal requests, delivered after the time and date set for receipt of Proposals, are late and will NOT be accepted. Late Proposals will be void and returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely delivery of a Proposal.

INSTRUCTIONS TO PROPOSERS

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
2. Show trade name or brand of any article included in the specifications.
3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 60 days following Proposal opening.
4. Proposals must be submitted on this form. Proposals made otherwise will be subject to rejection. Proposal is to include all taxes, including SC state sales tax, and costs of transportation to the required destination.

CONDITIONS

1. The County (Agency/Institution) reserves the right to reject any and all Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. In case of default by Proposer, the County reserves the right to purchase any or all items in default on the open market, and charge the Proposer with any excessive costs.
4. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
5. Prices proposed must be based upon payment in thirty days.
6. The right is reserved, in case of tie bids, to make award as considered being most advantageous to County.
7. The right is reserved to reject any Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
8. Unless otherwise indicated by County (Agency/Institution) prices must be firm.

**PROPOSAL FOR RFP # 32-10 SPARTANBURG COUNTY
SHERIFF'S OFFICE LABORATORY INFORMATION
MANAGEMENT SOFTWARE SYSTEM**

Proposer has examined copies of all Proposal Documents, the Advertisement for Proposals, and of the following Addenda (receipt of which is hereby acknowledged):

Addenda Number: _____ **Date:** _____

Addenda Number: _____ **Date:** _____

LUMP SUM PROPOSAL PRICE: \$ _____

LUMP SUM OPTION 1 PRICE: \$ _____

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees to furnish all items for base Proposal and all Proposal options, at the prices as set forth above, within _____ days after fax receipt of purchase order.

By: _____ Title: _____

Signature: _____ Date: _____

Address: _____

Telephone / Email: _____

Introduction

Any offer submitted as a result of this Request for Proposal (RFP) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the 60-day period, Proposals may be withdrawn at the written request of the Proposer. If not withdrawn within five days subsequent to the sixty-day period, the Proposal shall remain in effect until an award is made or the solicitation is cancelled.

This RFP provides basic information regarding the County's requirements. Services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed, shall be included in this submittal.

The words "Contractor", "Vendor", "Offeror", "Consultant", "Bidder", and "Proposer", are used interchangeably throughout this RFP to define the companies submitting proposals.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the County of such error, in writing, and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP or it shall be deemed waived.

The County reserves the right to reject any and all Proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the Proposals submitted; and to award the contract based on the established criteria and according to the Proposal which best serves the interests of the County.

This RFP is being issued by Spartanburg County Government, Department of Purchasing. Direct all questions or requests for clarification of this RFP, in writing, to: Mike Emory, Purchasing Director, at choice of addresses listed on Notice of RFP Page 1. Proposers are specifically directed not to contact any other County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of Proposals.

Proposers are cautioned that any statements made by County staff persons, which may materially change any portion of the Proposal document, shall not be relied upon unless they are subsequently ratified by a formal written addenda to the Proposal document. Any revisions to this RFP will be issued and distributed as an addenda.

Offerors who are aggrieved in connection with the solicitation or award of contract may protest in accord with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Director.

A Proposal received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as **CONFIDENTIAL**, in bold font of at least 12-point type, in the upper right hand corner of the page.

General Terms and Conditions

Purchasing Regulations: This solicitation is subject to the provisions of the Spartanburg County Government's Purchasing Regulations and any revisions thereto. A copy of Purchasing Regulations may be obtained by contacting the Department of Purchasing (864) 596-2519. Spartanburg County reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required. At the County's discretion, one or more firms may be engaged for this work.

Applicable Laws and Compliance: This solicitation and any resulting contract shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable federal, State, and local laws and regulations. By submitting this proposal, the vendor certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;
The Federal Immigration Reform and Control Act of 1986;
The Americans with Disabilities Act

Public Record: Upon award, copies of the Proposals will be made available for public inspection, under the supervision of County Purchasing Department staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 366 N. Church Street, Room 1220, Spartanburg, South Carolina.

Debarment Status: By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

Payment Terms and Invoices: Prices proposed must be based upon payment in thirty days after invoice or owner accepted delivery of goods and services, whichever occurs last. Partial payment requests are to be submitted on the AIA Document G703. Invoices must show the contract or purchase order number assigned by the Spartanburg County Purchasing Department and shall be submitted by the Proposer to Spartanburg County Sheriff's Office by email (mcreek@spartanburgcounty.org).

Proposer Qualification: The Spartanburg County Government may make such reasonable investigations, including inspections of the Proposer's physical plant, as deemed proper and

necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish the Spartanburg County Government all such information and data for this purpose as may be requested.

Assignment of Contract: A contract shall not be assignable by the Proposer in whole or in part without the written consent of the Spartanburg County Government.

Changes to the Contract: By written notice to the Proposer, Spartanburg County Government may, from time to time, make changes within the general scope of the contract. The Proposer shall promptly comply with such written notice. Any such notice which causes an increase or decrease in the Proposer's cost of performance shall be redressed through a negotiated, equitable adjustment in the payment rate, and the terms of the contract shall be modified accordingly.

Entire Contract: The entire contract entered into by the Spartanburg County Government and the Proposer shall consist of this Request for Proposal, any addendum issues, and the Proposal submitted by the Proposer. Collectively these materials shall comprise the Contract Documents.

Default: In case of failure to deliver services in accordance with the contract terms and conditions, Spartanburg County Government, after written notice, may procure services from other sources and hold the Proposer responsible for any resulting additional expense.

Termination of Contract: The performance of work, under the contract, may be terminated by the County, in whole or in part, whenever the County determines that termination is in the County's best interest. Unless otherwise noted in this solicitation, any agreement entered into as a result of this solicitation may be terminated by the County without penalty upon thirty (30) days notice, in writing, prior to the effective date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the County in whole or in part whenever the County determines, in its sole discretion, that the selected Proposer is not performing as set out in the Proposal. Any such determination shall be effected by the delivery to the Proposer of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected Proposer shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

Indemnification: The selected Proposer covenants to save, defend, keep harmless, and indemnify the County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however caused, resulting from, arising out of, or in any way connected to the selected Proposer's negligent performance or nonperformance of the terms of the contract.

Insurance: The Proposer shall procure and maintain during the life of the contract, Insurance Coverage for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the vendor's obligations, with a carrier authorized to conduct business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf shall be furnished to the County by the successful Proposer.

- A. Commercial General Liability: The Proposer shall maintain insurance for protection against all claims arising from injury to person or persons and against all claims resulting from damage to any property due to any act or omission of the Proposer, his agents, or employees in the operation of the work or the execution of this contract.

Bodily Injury (Injury or Accidental Death) and Property Damage \$1,000,000
per occurrence

- B. Comprehensive Automobile Liability: The Proposer shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage \$1,000,000
Combined Single Limit

- C. Worker's Compensation: The Proposer shall maintain Worker's Compensation Insurance within statutory limits for all employees who are in any way connected with the performance of work under this agreement. Such insurance shall comply with all applicable State laws.

- D. Professional Liability Insurance: If providing a professional service, the Proposer shall maintain Professional Liability Insurance to cover errors, acts of omission by the Proposer, its agents and representatives in the performance of obligations.

Professional Liability Insurance \$1,000,000 per occurrence

- E. Employers Liability Insurance \$500,000 each accident
\$500,000 disease, each employee
\$500,000 disease policy limit

- F. Umbrella Policy: \$5,000,000

Proposers must provide the County with a Certificate of Insurance showing proof of insurance as is acceptable to the County. Proposer and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers licensed to operate in the State of South Carolina by the South Carolina Department of Insurance unless otherwise accepted by the County. Insurance should be placed with insurers possessing a current A.M. Best's rating of not less than A: VIII.

Workers' Compensation policies are to be endorsed to include a waiver of subrogation in favor of the County, its officers, officials, employees and agents.

For Automobile and General Liability insurance, the successful Proposers shall name the County, its officers, officials, employees and agents as Additional Insured with respect to liability arising from the performance of work contained in this proposal. All insurance policy requirements shall contain a provision that coverage afforded under the policies will not be cancelled unless and until a thirty (30) day prior written notice has been provided the County. Should Proposer cease to have insurance as required during any time, all work of Proposer pursuant to this agreement shall likewise stop until insurance acceptable to the County is secured.

The Proposer must agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

The Proposer shall agree to cause each subcontractor employed by Proposer to purchase and maintain insurance of the type specified herein, unless the Proposer's insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to the County upon request of the County.

Independent Consultant: The selected Proposer shall be legally considered an independent consultant and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the County; and the County shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The County shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the County shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

Audit: The Proposer hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. Spartanburg County Government, its authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

Fraud Policy: Proposers submitting Proposals to Spartanburg County Government must review the County's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

Additional Information: Spartanburg County Government reserves the right to seek clarification of information, request information deemed missing from the Proposal, or request additional information as may be deemed necessary or desirable.

Proposer Obligation: In submitting a Proposal, the Proposer covenants that he/she has satisfied him/herself of the conditions to be met in this solicitation, that he/she is fully aware of obligations contained herein, and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

Availability of Funds: By signing this Proposal, the Proposer agrees that the Spartanburg County Government shall be bound only to the extent funds are available and appropriated by the duly elected body of Spartanburg County for the purpose of any resultant contract.

Notice of State Sales Tax: Failure to include all service costs, including any applicable South Carolina State sales tax will result in the disqualification of the Proposer.

The Spartanburg County Council reserves the right to accept or reject any or all Proposals, parts thereof, and to waive any technicality when the best interest of the County shall be served.

Spartanburg County

Proposer's Fraud Acknowledgement Form

RFP No:
Proposal Name:
Proposer Information:
Contractor: _____
Address: _____
City, State, Zip: _____
Contact: _____
Telephone: _____
Email: _____

The signature below acknowledges that I am aware of and have read the Spartanburg County Fraud Policy adopted by Spartanburg County Council on July 18, 2005. As a Proposer engaged in a business relationship with Spartanburg County, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy.

Proposer's Signature

Date Signed

Copies of Spartanburg County's Fraud Policy can be obtained as follows:

1. Spartanburg County's website at www.spartanburgcounty.org under the link to Auditor/Internal.
2. Request a copy from the Internal Auditor at 596-3538.

WHEREAS, Spartanburg County is often required to contract or retain independent contractors and vendors to perform maintenance, repair, construction and demolition services for or on behalf of the County for the public good, welfare and safety; and

WHEREAS, when independent contractors and vendors undertake to provide such work and services for the County, the risk of liability for accidents and incidents involving county personnel and property as well as private citizens and property may arise as a result of the activities of such independent contractors and vendors and their agents and employees; and

WHEREAS, to protect the County employees and County property as well as private citizens and private property from loss that may occur from the activities of independent contractors and vendors, the County has determined that all such independent contractors and vendors should be properly insured and/or bonded and should warrant their compliance with OSHA and other applicable safety standards.

NOW THEREFORE, to establish eligibility for contracting with the County or to qualify for the performance of certain work or services for or on behalf of the County, the undersigned independent contractor or vendor, agrees, affirms and warrants as follows:

1. That the undersigned independent contractor or vendor warrants and affirms that it shall comply with OSHA and other applicable safety standards for any work or services that may be performed by the employees of the independent contractor or vendor during the course of work or services for the County.
2. That the undersigned independent contractor or vendor warrants that it is properly bonded and/or maintains adequate liability insurance to cover any and all damages, losses, claims or costs, whether involving County personnel or property, private parties, private property or businesses, that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor for the County.
3. That the undersigned independent contractor or vendor warrants and affirms that it maintains adequate workers compensation insurance to cover any and all damages, losses, claims by any employee that may arise or occur during the course of any work, services or activities by the independent contractor or vendor.
4. Notwithstanding any other provision or agreement, the undersigned independent contractor or vendor indemnifies and holds Spartanburg County harmless from any and all claims, damages, losses or costs that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor during the course of any construction, maintenance, repair or service of County facilities, buildings, property and equipment including demolition and removal of unsafe structures.

INDEPENDENT CONTRACTOR/ PROPOSER

By: X

Date:

Its:

For Company Name:

Address:

Telephone:

Facsimile:

INSTRUCTIONS: County departments should have this form signed by each independent contractor and Proposer before awarding any contract or before commencement of work. The original should be kept on file or delivered to the Risk Manager.

Scope of Work/Services Provided:

The awarded Proposer shall perform and carry out in a good, clean, and professional manner, those services necessary to complete the SPARTANBURG COUNTY SHERIFF'S OFFICE LABORATORY INFORMATION MANAGEMENT SOFTWARE SYSTEM

At a minimum, this work shall include:

Spartanburg is seeking a program developed on the Microsoft .NET framework to provide us with software built on a platform designed to grow in the future.

Spartanburg also requires a scalable platform where we can purchase licenses to meet our current needs and have the ability to grow as future requirements change. Presently we need the ability to cover:

- Forensic Drug Analysis and Forensic Fire Debris Analysis/Trace Analysis.
- Two full time chemists (each with a need to print their own reports)
- A minimum of 5 sites for access (3 for entry and printing, 2 for searching and printing only)

Spartanburg County requires a flexible maintenance agreement. The yearly maintenance fee will not only cover customer support, but will also cover any future software releases or updates.

Another major requirement is a zero hold-time, toll-free customer support.

The software must:

Allow continuous retrieval of current and previous cases.

Allow adding or editing case information and produce final reports.

Automatically import analytical instrument data.

Build databases and choose from pre-defined lists to eliminate repetitive data entry and inaccuracies.

Provide advanced bar code technology (preferably compatible with existing system in the evidence dept.) to build a detailed history on every piece of evidence that passes through the lab.

Allow the user to use built-in system reports or create their own.

Provide versatile reporting tools and final report formats that can be readily customized and; merge report information into predefined templates, allow use of a word processor to edit narrative reports, and allow automated report distribution.

Be able to consolidate and organize lab information for activity, statistical and accreditation reporting.

Preserve the integrity of your laboratory's data with security features that give the administrator the flexibility to customize passwords, PINs and role-based access for more effective system control.

Grant access permissions and security roles defined by the laboratory so that each user's access to system functions can be precisely controlled. A role-based security system would allow for greater flexibility and lower maintenance with the addition of new staff members. It will ensure that the system remains protected regardless of the complexity of the data control requirements.

Offer complete field-level auditing where a history of all data elements contained within each data entry field is maintained by the system. If data ever becomes questioned, a complete history of all entries, modifications and deletions is readily available. The administrator must be able to see who altered the data and when and where the change was initiated. Field-level auditing provides the administrator with a complete chain-of-custody for data and meets ASCLD-LAB's recommendation that corrections to digital records be clearly recognizable and identified as to the maker. Field-level auditing is analogous to an initialed strikeout.

Monitor for inactivity and when inactive for a laboratory-defined period of time, the user is logged off and the application closes. This feature prevents the system from becoming vulnerable if a workstation is inadvertently left on past normal working hours.

Provide for the electronic management of chemical inventory so the user can know what reagents were used for what analysis or when to prepare secondary stock. The user will be able to create LOT numbers and set expiration dates, allowing the ability to store and track information.

Provide image association for any case, individual, evidence or request record. The imaging system will provide basic processing functions as well as the addition of annotations and rubberstamps. It should allow side-by-side image comparison from within the LIMS.

Provide a document capture utility, where any document printed from within a Windows based application can be sent directly to the database. Excel spreadsheets, Word documents, or even spectra from a mass spectrometer must be able to be sent to software through an enhanced imaging system.

Allow for a decrease in paper files, allow more complete on-line case reviews, and further consolidate case related information.

Allow the capture of graphical output of analytical instruments.

Provide a web-based service that allows for submitting representatives to prepare their evidence submission forms and submit them to your laboratory over the Internet prior to their arrival in the lab.

Allow submitting agencies to view the status of their analysis requests over the Internet and download copies of their final reports once they are available.

Provide the ability to quickly and efficiently inventory all property and evidence present.

Provide the use of a wireless, handheld device for scanning, synchronized with the database software.

Provide hierarchical evidence structures of unlimited generations to accurately reflect intricate relationships. Each submission must be able to be subdivided into infinitely smaller component items and the database will automatically number the exhibits with the alphanumeric scheme defined by the lab. All evidence will be displayed in a familiar "tree" view to graphically represent these complex relationships.

The database will allow batch containers. These containers allow batch transfers and evidence processing using a single bar code. Users will be able to view either the genealogical evidence relationship (evidence separated or created from other items) or the container relationship (showing what evidence is contained within other pieces of evidence or containers).

The database will maintain a detailed "z-order" chain-of-custody. Using a bar code and PIN protected process, the database will record the current and target location for each complete, two-sided transfer to ensure that a true chain-of-custody is maintained and prevents inadvertent changes of a single transfer history that could invalidate the continuity of evidence.

In the event the SCSO Forensic Lab must grow into multiple buildings in the future, the database must offer exceptional support for multi-site crime labs. Evidence received in one laboratory must have the ability to have requests for analysis logged in at other labs. Evidence must easily undergo interlab transfers. Users must be able to review casework completed at other locations.

The database must allow for rapid entry of evidence using a single, streamlined spreadsheet interface. Only the most essential data will be required to create a case and assign a permanent laboratory case number. All data for subsequent submissions will be defaulted to speed data entry after the first is entered. Simple cut and paste functions will increase data entry momentum.

The new database must have the availability of cascading requests. The system will be able to be configured to automatically issue secondary requests for analysis. For example, upon completion of a controlled substances analysis, the LIMS will be configured to cascade to a request for a latent print examination. Upon completing the primary request for analysis, the system will prompt the user to determine whether the secondary request is required.

Results or conclusions will be able to be associated either with a request for analysis or directly associated with an evidence submission. Increasing the number of associations with a result offers more options in designing final report templates. Multiple results on a single request must allow for the combination of drug analysis and trace analysis from different individuals on a single final report.

Compatible with / Uploadable to Spillman, current operating system Spartanburg County utilizes for reporting, tracking evidence, and recording stats.

Proposal is to be single price, complete turnkey, lump sum, subcontract that includes all product pricing, warranty and installation, taxes, and any other items necessary to install the Laboratory Information Management System at no additional cost to Spartanburg County.

All work shall be completed in accordance with Federal, State, and Spartanburg County safety regulations. Spartanburg County Risk Manager can be contacted at tbooker@spartanburgcounty.org.

After award of purchase order, any changes that result in additional cost to Spartanburg County must be submitted in writing to mcreekspartanburgcounty.org for prior written approval. Do not proceed with job until purchase order is in hand, and do not proceed with any changes until written notification to proceed is in hand.

Proposal submittal documents:

Must be provided, in the order listed, as a Proposal package, or Proposal will be disqualified. Provide one original and three copies, all unbound, no tabs.

1. Notice of RFP Page 2 with Proposal prices and proposed days to complete Proposal.
2. Proposer's Fraud Acknowledgement form completed, on Notice of RFP Page 9.
3. Loss Prevention Eligibility Requirements form completed, on Notice of RFP Page 11.
4. Experience as detailed in Experience section below.

Award:

An award shall be made to the Proposer best suited to provide the services detailed in the Scope of Services section of this solicitation. Proposal shall be awarded based on following criteria and any other information deemed relevant by the Spartanburg County Administrator shall be utilized in selecting the Proposer for final award.

• **Proposal Submittal Documents:**

All four Proposal submittal documents must be included with the Proposal, or Proposal will be disqualified.

• **Bonding of Proposer:**

Proposer shall provide, with the Proposal, a bid bond for 5% of the total Proposal amount with Spartanburg County as the beneficiary.

The Proposer shall provide a performance/payment bond in the full amount of the Proposal With Spartanburg County as the beneficiary. This performance/payment bond shall be required after Proposal and issuance of purchase order. Purchase order will be issued contingent on production of performance/payment bond 3 working days after fax receipt of purchase order. A Letter of Credit, made out to Spartanburg County, in the full amount of Proposal, will be an acceptable substitute. At the end of the job, all of the Proposer's subcontractors shall send a letter, on company letterhead, that they have been paid in full and Spartanburg County can release the performance/payment bond.

- Cost:

Proposal is to be a lump sum subcontract, all taxes and fees included by Proposer.

- Experience:

Proposer must have at least 20 employees to provide a Proposal and shall provide list of locations and total number of employees. List five jobs, similar in size, completed by your firm, within 100 miles of Spartanburg County, for Governmental clients. List dollar amount, brief description, and reference phone number for each job.

- Exclusion / Addenda / Prior Approval process:

Any items that need clarification, manufacturer model prior approval, and items that are not possible to be provided are to be emailed to memory@spartanburgcounty.org prior to 5:00pm February 10, 2010. Proposals are not to have any exclusions. Exclusions will come from Spartanburg County in the form of an addenda.

- Registration of Proposer:

Proposer must be registered to submit a Proposal. If not a registered Proposer (verify by calling Spartanburg County Purchasing at 864-596-2519), register online at www.spartanburgcounty.org, click on "Bids and Contracts", click on "How to Register", and click on "Vendor Registration Application." Proposal will not be accepted if Proposer is not a registered Proposer with current South Carolina and Federal tax ID numbers.

- Scheduling:

All Proposals are to provide days to complete project, on the Notice of RFP Page Two.

- Warranty:

Manufacturer is to provide a letter, at the end of job that the Laboratory Information Management Software System has been properly installed and that said installation is certified to meet warranty requirements. Warranty is to be delivered with this letter. The letter and warranty shall be received before final payment on job is given.

3 year manufacturer's warranty on computer and all components. Warranty is to include all parts and labor at no additional cost to Spartanburg County for three years, no pro-rating of warranty. 1 year parts and labor warranty on all other new components, no pro-rating of warranty. Warranty begins after final payment on job and final acceptance of materials.