

**SOUTH DAKOTA
Department of Health
State Public Health Laboratory**

REQUEST FOR PROPOSALS

LIMS Procurement

Solicitation #: 11-0905001-004

Deadline for Submission of Proposals:

March 18, 2011 at 5:00PM CT/CDT

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1.0 Proposal Terms and Conditions

A Bidder that submits a proposal implicitly agrees to established terms and conditions. These terms and conditions can be found in Appendix C.

2.0 Standard Contract Terms and Conditions

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed in Appendix D, along with any additional terms and conditions as negotiated by the parties.

3.0 Project Description

This document is the Request for Proposal to elicit Bidder responses for a Biorepository Laboratory Information Management System (LIMS) for the South Dakota Public Health Laboratory (SDPHL). The document contains descriptive information about SDPHL, details of pertinent current SDPHL processes, concepts of the required SDPHL LIMS-assisted processes, and required LIMS functionality. The document details specific requirements for responding to the technical portion of the RFP to provide a turn-key LIMS software and support services solution. Proposals must address not only the immediate needs of SDPHL, but also the long-term goals of the laboratory enterprise and supporting/supported organizations.

3.1 Background

SDPHL, a fee-for-service program within the South Dakota Department of Health (DOH), is located in Pierre, South Dakota. SDPHL is organized into three laboratories: Medical Laboratory, Environmental Health Laboratory, and Forensic Laboratory.

The Medical Laboratory offers a wide range of tests for bacterial, viral and rickettsial diseases of public health concern such as hepatitis, sexually transmitted diseases (STD), human immunodeficiency virus (HIV), vaccine preventable diseases (e.g., measles, mumps and rubella), rabies and Lyme disease. In addition, the Medical Laboratory tests for blood lead. SDPHL serves as the definitive reference laboratory for all TB and influenza cases in the state, and also provides microbiologic reference services to all laboratories upon request.

The Environmental Health Laboratory tests environmental media – primarily water – for inorganic, organic, microbiological and radiological contaminants. SDPHL's Forensic Laboratory tests for drugs in urine and blood, quantifies blood alcohol content, tests for carbon monoxide in blood and identifies controlled substances.

SDPHL serves as the Public Health Preparedness laboratory for South Dakota for suspected bioterrorism (BT) agents and is a Centers for Disease Control and Prevention (CDC) Laboratory Response Network (LRN) Chemical Terrorism (CT) Level 2 laboratory. SDPHL is the only LRN laboratory in South Dakota. The Medical Laboratory is accredited to the Clinical Laboratory Improvement Amendments (CLIA) by the Centers for Medicare & Medicaid Services (CMS) of the US Department of Health and Human Services (DHHS). The Environmental Health Laboratory is certified by the US Environmental Protection Agency (EPA) for testing drinking water.

The following figure shows the organization of SDPHL:

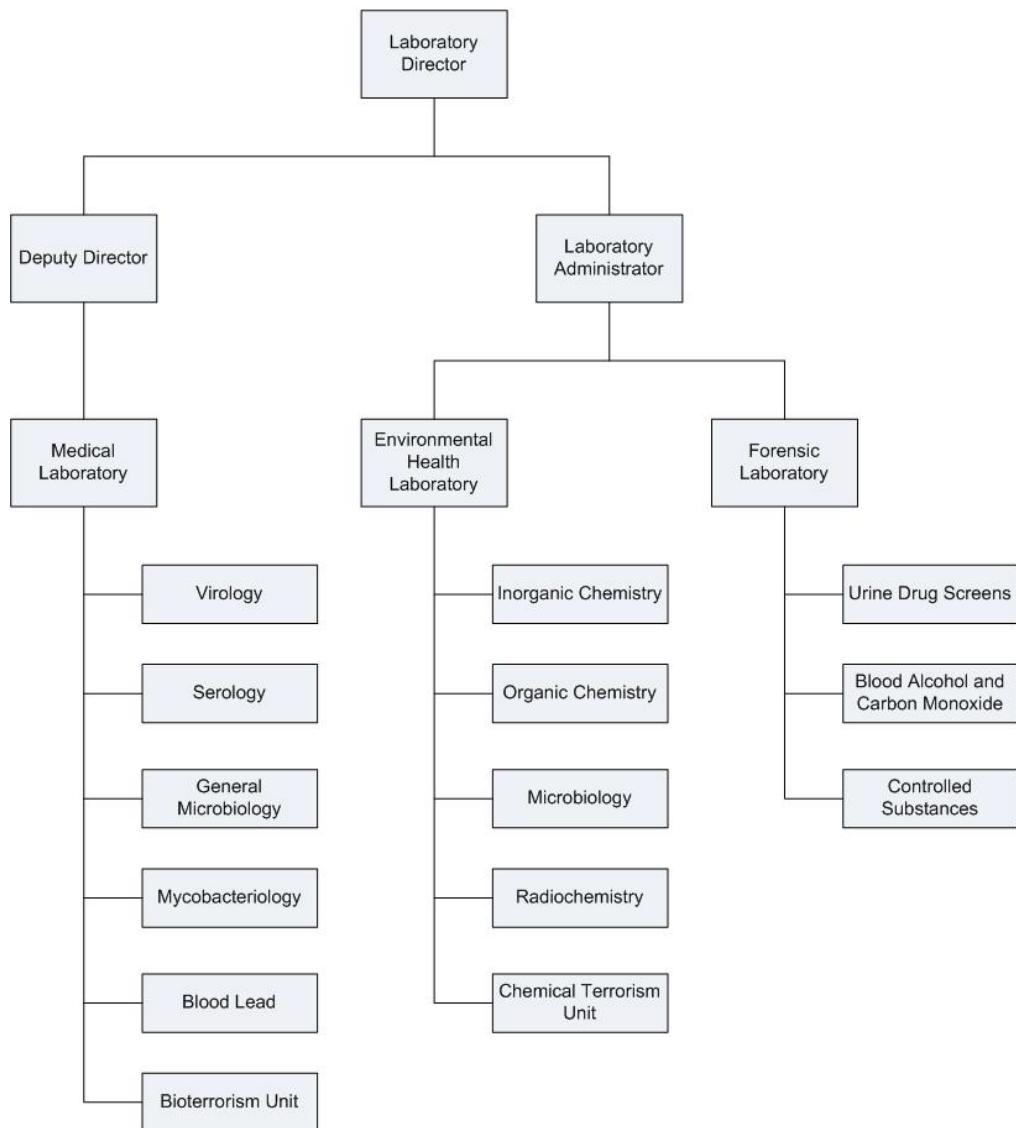


Figure 1 SDPHL Organization Chart

Appendix B – Current Workflows – provides graphical representation and description of the key laboratory tasks of SDPHL as they currently exist. Diagrams include who performs the tasks, the relative order of the tasks, how the tasks are synchronized, how information flows to support the tasks, and how tasks are being tracked. This document is intended as a descriptive summation of the processes in place to enable the reader to gain a clearer understanding of SDPHL operations.

The As-Is processes depicted in Appendix B are derived from interviews with many individuals within SDPHL, as well as with clients of SDPHL. These diagrams document the current processes employed in these laboratories. Many of the processes discussed are summarized as process flow symbols. Differences in levels of detail among the diagrams may result from differences in levels of detail revealed during discussions or from a reduction in detail to limit each process to a single diagram. The intent is to capture the elements of processes that are beneficial with the anticipation of incorporating those elements into a Laboratory Information Management System (LIMS), while discovering elements of processes that are completely lacking and will be provided by a new LIMS.

3.2 Goals/Objectives

SDPHL intends to purchase a web-based LIMS as part of an ongoing program to improve the quality and efficiency of their operations.

The new LIMS shall support SDPHL in meeting the requirements of the regulatory agencies with which SDPHL must comply:

- Clinical Laboratory Improvement Amendments (CLIA) – 2004 Code of Federal Regulations Title 42 Part 493
- US Environmental Protection Agency (EPA) Manual for the Certification of Laboratories Analyzing Drinking Water, Fifth Edition

The new LIMS shall support SDPHL in meeting required configuration practices dictated by:

- Health Insurance Portability and Accountability Act (HIPAA)
- Health Level Seven (HL7 v 2.5 or higher)
- Centers for Disease Control and Prevention (CDC) Public Health Information Network (PHIN) Requirements Version 2.0

The new LIMS shall support the recommendations of:

- The Association of Public Health Laboratories (APHL) Requirements for Public Health Laboratory Information Management Systems
- The APHL Logical Design Documents

3.3 Description of Components or Phases

Appendix E – User Requirements – identifies user requirements and constraints that apply to the entire South Dakota Public Health Laboratory (SDPHL) Laboratory Information Management System (LIMS). The LIMS includes any and all software, hardware and services delivered as a whole or as component parts of the proposed system.

3.4 Scope of Components or Phases

See Appendix E – User Requirements

4.0 RFP Calendar of Events

Listed below are the estimated dates and times of actions related to this RFP:

All times referenced in the calendar of events below are Central Daylight Time.

<u>Event</u>	<u>Completion Date</u>
Request For Proposals Announcement Date	2/14/2011
Deadline For Bidder's Questions (5:00PM)	2/18/2011
Questions Answered and Replies Sent (5:00PM)	2/25/2011
Deadline For Submission of Proposals (5:00PM)	3/18/2011
Evaluation of Proposals to Determine Short List	3/30/2011
Bidder Presentations	TBD
Bidder Selection	TBD
Potential Contract Start Date	TBD

4.1 Bidder Questions and Agency Replies

All written questions should be addressed to:

Mike Smith at mike.smith@state.sd.us

Bidders may submit written email questions concerning this RFP to obtain clarification of requirements. No questions will be accepted after the date and time indicated in the above calendar of events. Email questions to the email address listed above with the subject line "RFP 11-0905001-004". The questions and their answers will be sent to all Bidders that received notice of the RFP and will be sent by the date and time indicated in the above calendar of events. Bidders may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP that have not originated from the SD RFP Project Contact. Bidders will be notified in the same manner as indicated above regarding any modifications to this RFP.

5.0 Resources

The Bureau of Information and Telecommunications (BIT) is the state organization that provides IT services for the state.

Historically, the most successful projects are those that use the team approach. The team approach utilizes a combination of Bidder staff, BIT staff, and Agency staff. Below is a description of how the team will be structured.

5.1 Project Staffing Roles

Agency Project Sponsor

Who: This is an Agency Manager for whom the project is undertaken and is the primary stake holder and the primary risk taker.

Role: Some of the duties performed by the Agency Project Sponsor are:

- Resolves resource and priority conflicts
- Approves the Project Charter and/or Plan
- Holds subordinate managers accountable for their performance
- Has a direct communications and reporting relationship with the Agency Project Manager
- Is the chief advocate for the project
- Keeps the team focused on appropriate goals
- Keeps the team updated with new information
- Holds the project team accountable planning and executing the project
- Holds the team accountable for delivering agreed-upon results

Development Team Project Manager

Who: This person may be either a BIT employee or a Bidder employee.

Role: Some of the duties performed by the Development Team Project Manager are:

- Provides day to day supervision of the employees of the development team
- In close daily contact with the Agency Project Manager to ensure that all requirements are fulfilled
- Able to advise the Agency Project Manager of cost/benefit as well as consequences of any changes in work direction

Reports to: Agency Project Manager. Also reports to the Project Steering Team if one exists.

Agency Project Manager

Who: This person will typically be an Agency employee, appointed by the Project Sponsor. This could be a full time job on large projects.

Role: Some of the duties performed by the Agency Project Manager are:

- Day to day oversight of the project
- Approves Bidder payments based on contract/work order language
- Provides direction to Agency employees as well as the team

Reports to: The Agency Project Sponsor. This person must keep the Project Sponsor informed on a weekly basis regarding progress and status of the project. When issues arise, this person must be able to make recommendations to the team regarding amendments and changes to the deliverables, schedule or budget.

Project Steering Team

Who: This team consists of at least one member from each affected departmental area.

Role: Some of the duties performed by the Project Steering Team:

- Oversee the project in terms of the contract and work order agreements. Specific items of oversight include:
 - What are the deliverables for their department areas, and are they being met?
 - Is the project on schedule? If not, what are the consequences? Should the project be put back on schedule and how will that be done?
 - What expenditures have been made? Is the project on budget? If not, what are the circumstances surrounding it?
- Recommendation of approval of any scope changes, or any changes that affect cost and schedule based on cost benefit to the Project Owner

Reports to: Their Agency Manager.

Authority: Each Steering Team member should have authority to make decisions for their own departmental area.

5.2 Staffing Roles and Responsibilities

The project will be staffed by both state employees and Bidders.

5.2.1 State

LIMS IT Manager

Role: The LIMS IT Manager is responsible for maintaining the server computers and operating systems used for the LIMS database (database server), the LIMS application (application server, if client/server based), the LIMS files (file server), and the LIMS web services (web server). The typical functions are described below:

- Ensuring that IT commitments are met (resource and infrastructure)
- Coordinating database hosting requirements with the LIMS vendor
- Operating system, network and database accounts and access
- Ensuring that necessary enhancements and maintenance required for the system during its lifetime are accomplished
- Providing a front-line support infrastructure capability to all system users once the LIMS is live
- Setting up workstations and installing the LIMS (if client/server based)

- Coordinating testing with the LIMS vendor
- Backing up the LIMS database in a timely manner

Network Support Manager

Role: Network support includes all networking issues related to user and instrument access to the LIMS, as well as external network issues of remote laboratory user access, client access and exchanging information with information systems external to the laboratory. Typical duties include:

- Setting up and maintaining the operating system, network, database accounts and access
- Assisting with network security requirements and protocols
- Establishing a LIMS subnet for instrument security
- Diagnosing and correcting hardware problems
- Investigating issues related to interfacing the LIMS to other internal information systems
- Liaising with the LIMS vendor for network requirements
- Setting up cabling and hardware
- Setting up workstations and installing LIMS client code
- Setting up printers and label printers
- Installing barcode scanners
- Coordinating testing with the LIMS vendor

LIMS Administrator

Role: The LIMS Administrator is responsible for administration of the LIMS application. Typical duties include:

- Assisting with the configuration of system templates, folders, reports and laboratory instrument communication routines and connections
- Maintaining user-accounts including resetting passwords, user groups, user permissions, user access and user certifications
- Assisting with the set-up and testing of data and data migration
- Providing technical and configuration support to Power Users
- Assisting with the training and support of end-users
- Making laboratory data available to other enterprise applications
- Liaising with the LIMS vendor for database configuration and other support activities
- Interfacing databases in coordination with the LIMS vendor
- Working with LIMS IT Manager in extending the LIMS database to support new requirements
- Assessing and maintaining the daily “health” of the LIMS

Power Users

Role: Power Users may also be called “Super Users”. Many laboratories identify one LIMS user per section for additional training and to share some responsibilities with the LIMS Administrator. Typically, Power Users are selected from people who have an above average aptitude and/or interest in computer applications. Typical shared responsibilities include:

- Ensuring that end-users are adequately trained, motivated and experienced
- Providing support to the LIMS Administrator
- Configuring or modifying standard operating procedures (SOPs) with respect to LIMS usage
- Understanding the LIMS schema
- Advanced training in Crystal Reports to include calculated field writing
- Configuring or modifying summary and managerial reports

- Designing ad hoc reports
- Aiding problem resolution
- Managing and entering LIMS database information for their department
- Coordinating and conducting training of their section
- Developing User Guides for using LIMS for the section
- Identifying and providing information about instruments for integration

5.2.2 Bidders

SDPHL prefers a Bidder implementation staff with functional experiences in laboratory operations and information technology tasks related to the LIMS product being proposed. Desired experience would include implementation in an organization similar in scope to SDPHL

6.0 Project Deliverables

This section identifies tasks and deliverables of the project as described in Section 3.3 above and Appendix E. The selected Bidder is responsible for providing the required deliverables. These deliverables will be part of the basis against which the Bidder's performance will be measured.

7.0 Format of Submission

All proposals shall be prepared simply and economically and provide a direct, concise explanation of the Bidder's proposal and qualifications. Elaborate brochures, sales literature and other presentations unnecessary to a complete and effective proposal are not desired.

Bidders are required to provide an electronic copy of their response. The electronic copy should be provided in MS WORD or in PDF format, except for the required spreadsheets, which must be submitted as Excel files (version 2003), and delivered as indicated in Section 7.9 of this document.

Proposals should be prepared using the following headings and in the order that they are presented below. Please reference the applicable section for details on what should be included in your proposal.

- 7.1 Statement of Understanding of Project
- 7.2 Corporate Qualifications
- 7.3 Schedule
- 7.4 Deliverables
- 7.5 Non Standard Software and Hardware
- 7.6 Proposal Amount
 - 7.6.1 Implementation Costs
 - 7.6.1.1 Staffing Table
 - 7.6.1.2 Travel and Expenditure Table
 - 7.6.2 Hardware/Software/Maintenance Costs
 - 7.6.2.1 System Capacity
 - 7.6.2.2 Application Environments
 - 7.6.2.3 Data Migration
 - 7.6.2.4 Warrantees/Support/Guarantees
 - 7.6.3 Other Costs
 - 7.6.3.1 Costs of Other Improvements and Changes
 - 7.7 Team Organization
 - 7.8 Bidder Hardware/Software questions
 - 7.8.1 System Architecture
 - 7.8.2 Scalability
 - 7.8.3 System Administration
 - 7.8.4 Technical Solution
 - 7.8.5 Product Support

APPENDIX A

APPENDIX F

7.1 Statement of Understanding of Project

To demonstrate your comprehension of the project, please summarize your understanding of what the work is and what the work will entail. This should include, but not be limited to your understanding of the purpose and scope of the project, critical success factors and potential problems related to the project and your understanding of the deliverables. This should be limited to no more than two pages.

7.2 Corporate Qualifications

Please provide responses to the each of the following questions in your proposal.

- a) What year was your parent company (if applicable) established?
- b) What is the business of your parent company?
- c) What is the total number of employees in the parent company?
- d) What are the total revenues of your parent company?
- e) How many employees of your parent company have the skill set to support this effort?
- f) How many of those employees are accessible to your organization for active support?
- g) What year was your firm established?
- h) Has your firm ever done business under a different name and if so what was the name?
- i) How many employees does your firm have?
- j) How many employees in your firm are involved in this type of project?
- k) How many of these employees are dedicated to support an implementation of the proposed solution and technology?
- l) How many of these employees are involved with technical support for the proposed solution and technology? Technical support is defined as those resources available to assist SDPHL shall technical problems arise, and includes Help-Desk support and staff dedicated to developing product enhancements and upgrades?
- m) What percent of your parent company's revenue (if applicable), is produced by your firm?
- n) Has your firm ever done business with other governmental agencies? If so, please provide references.
- o) Has your firm ever done business with the State of South Dakota? If so, please provide references.
- p) Has your firm ever done projects that are like or similar to this project? If so, please provide references.
- q) What is your Company's web site?
- r) Has your Company ever had a contract terminated, if so provide details and contact information.
- s) Provide a brief overview of your company's relevant experience to supply the solution being proposed and an explanation of what ranks your company above the competition.
- t) How many public health laboratories use your proposed solution?
- u) What is the most current version of the software being proposed?
- v) How many customers are currently using (i.e., in production) the product version being offered?
- w) Provide a list of all Systems installed during the last three years relevant to the requirements of this proposal. Include sufficient detail to demonstrate relevance, to include:
 - Customer identity (where identity cannot be disclosed, state the general size and nature of the organization)
 - Type of laboratory (e.g., biorepository, pharmaceutical, public health, clinical)
 - Major Uses
 - Number of concurrent users
 - Status (e.g., In-Production, Pre-Production, Development)
 - For In-Production system, how long has it been in production?

- If Pre-Production or Development, when is it scheduled to be implemented?
 - Database and operating system used
 - Technology utilized (i.e., web based, Citrix, thin client)
 - Identify the implementation personnel (if any) being proposed for the SDPHL task who participated in the reference task.
- x) Provide a minimum of three business and technical reference contacts (with contact information) for each System implemented and/or actively being used within the past two years utilizing the same software version that is proposed for the SDPHL LIMS. The SDPHL Bidder Selection Team reserves the right to contact previous Bidder customers not specifically listed in their proposal.

When providing references, the reference must include the following information:

- Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted
- Dates of the service/contract
- A brief, written description of the specific prior services performed and requirements thereof

7.3 Methodology/Approach

Describe your proposed project approach or methodology to accomplish these tasks, broken down by tasks and subtasks in order to achieve a successful implementation, on time and within budget. Include as part of this discussion a high level project plan indicating the major tasks (including significant milestones) necessary for an on-time, within budget, and fully functional implementation. The project plan should include the following:

- Number of Bidder staff needed
- Tasks to be performed (within phase as applicable)
- Number of hours each task will require
- Deliverables created by each task
- Dates by which each task will be completed (dates should be indicated in terms of elapsed time from project inception)
- Resources assigned to each task
- Required state agency support
- Show task dependencies
- Training (if applicable)

Microsoft Project is the standard scheduling tool for the State of South Dakota. The schedule should be a separate document, provided in Microsoft Project, and submitted as an attachment to your proposal.

Provide the estimated number of resources (by phase or milestone) from your company, their roles and the percent of allocation required to implement this project successfully while controlling costs and meeting timelines.

Role	Estimated % Allocation

Provide the estimated number of resources from SDPHL (by phase or milestone), their roles and the percent of allocation required to implement this project successfully while controlling costs and meeting timelines. Add/remove roles as necessary

Role	Estimated % Allocation
Executive Project Sponsor	
Project Manager	
Functional Subject Matter Expert	
Technical Subject Matter Expert	
Database Administrator	
Network Administrator	
System Administrator	
Help Desk Support	
Trainer	
Quality Assurance	
Web Master	

7.4 Deliverables

Appendix E identifies requirements and constraints that apply to the entire SDPHL LIMS, herein referred to as ‘the LIMS’. The LIMS includes any and all software, hardware, and services delivered as a whole or as component parts of the proposed LIMS. Submitted proposals must discuss how the delivered LIMS will address the specific needs of SDPHL that are outlined in this document, in addition to any other LIMS features that are proposed by the Bidder. Bidder omissions regarding features, performance, and/or functionality that are stated in this RFP as required and not otherwise addressed in submitted proposals will be considered the responsibility of the LIMS Bidder to provide.

Using the Requirements Response Matrix in Appendix F, the Bidder must provide a response to the Requirements in Appendix E. Instructions for completing the Requirements Response Matrix are as follows:

Column A: Requirement Number – Index number of requirement provide to ease identification of individual requirements.

Column B: Requirement – Description of specification

Column C: RFP Section – Technical specification paragraph location within Appendix E.

Column D: Code – Priority Code

Priorities for requirements in the matrix are classified as:

HIGH (H) - These requirements are of highest importance

MEDIUM (M) - These requirements are important

LOW (L) - These requirements are of lower importance

Column E: Response Codes:

All requirements and sub-requirements must be answered. Providing detail concerning how your product meets this requirement will enable the evaluation committee to best evaluate your product’s capabilities. If the Bidder does not address the requirement, a “does not comply” response will be assumed for evaluation purposes.

- If the function is fully provided as described in the RFP, and does not require customization to your existing product (as of the date of the proposal), respond “**YES (Y)**” in Column E. Proposers must provide detail supporting

- “**YES (Y)**” in Column G. If the Proposer does not provide detail, the score for the corresponding answer may be reduced
- If you believe that you substantially meet the requirement, but do so in a way that appears to be different than the RFP descriptive statement, answer “**YES/CLARIFY (Y/C)**”, then explain the difference in the Comments block.
- If you do not provide the function but propose to provide it in a future release, or deliver it as a customization/enhancement, answer, “**ALTERNATE (A)**” and describe fully in the Comments block the scope of the customization/enhancement, including all dependencies and a proposed release date. If you take exception to a requirement, state the exception, its reason, and propose an alternative solution.
- Answer “**NO (N)**” if you will not provide a requirement.

Column F: Provide references to applicable sections of your response

Column G: Bidder’s Comments

Keep in mind that Appendix F is only a summary list of requirements. The proposed system must meet all required technical specifications as defined in this RFP. Interpretation of the Bidder’s fulfillment of the specific requirements of this RFP will be determined by the requirements set forth in this entire RFP and all associated requirements, i.e., not just the Requirements Matrix.

SDPHL assumes that unless otherwise stated, all of the requirements in this RFP will be delivered turn-key. Shall a functionality requirement identified in this RFP be proposed as “not to be provided turn-key”, the Bidder must so state in the “Comments” section of Appendix F for the requirement. The Bidder must provide an estimate of the resources required for SDPHL to organically develop the functionality or to have the unsupported work contracted to another Bidder/integrator. SDPHL reserves the right to require only part of the work to be completed (e.g., require only part of the implementation services described or to purchase the application software without implementation services).

Responses to the User Requirements in Appendix E must be made using the spreadsheet in Appendix F. The spreadsheet in Appendix F must be submitted electronically as an Excel 2003 file.

It is suggested that the Bidder include examples of the user interface to demonstrate methodology and style of the screens as part of the responses to Appendix E. The submitted examples should be representative of the different screen paradigms to be used.

7.5 Non Standard Software and Hardware

State standard hardware and software should be utilized unless there is a reason not to. If your proposal recommends using non-standard hardware and software, the proposal should very clearly indicate what non-standard hardware or software is being proposed and why it is necessary to use non-standard hardware or software to complete the project requirements. The costs of such non-standard software or hardware should be reflected in section 7.6.3.

See <http://www.state.sd.us/bit/bitservices/Standards/> for a list of standard hardware and software. The standards maybe referenced several times within this RFP, but it is the Bidder’s responsibility to research and account for all of the State’s standards in their bid. It is the Bidder’s responsibility to understand and utilize the State’s standards; not the State’s to indicate every occurrence where the State’s standards are applicable.

The State’s standards maybe updated at anytime. Bidders should give the date they referenced the State’s standards in their bid proposal. The State, at its option, may elect to have a Bidder rewrite parts of a bid that the State feels, was affected by a change in standards.

7.6 Proposal Amount

This section should contain the grand total of the proposal. The grand total should be supported by the detail in sections 7.6.1, 7.6.2, and 7.6.3.

The cost proposal must address the issues mentioned in this document and clearly state the features that are to be included. Cost of the product modules must be itemized, NOT presented as a single line-item figure. Any deficiencies or alternative strategies for fulfilling the requirements of the LIMS outlined in this document must be described by the Bidder. Unless stated to the contrary, it will be assumed that the features specified in this RFP are included and will be provided for the price specified in the Bidders cost proposal at no additional cost to SDPHL.

The cost proposal must include:

- Indication of any dependencies such as other software modules (including third party software) that must be purchased and the associated costs.
- Explanations of implementation costs, as applicable.
- An itemization of all applicable costs for the license fee, maintenance, training, data conversion, third party license fees, implementation, hardware purchase costs and any travel and expenses.
- Indication your product is bundled with other “for fee products” and whether a separate key is provided for the “for fee products”.
- Also, for each requirement listed in this section, SDPHL expects a response from the Bidder that indicates that the provision is acceptable.

7.6.1 Implementation Costs

7.6.1.1 Staffing Table

Name	Role	Total Hours on Project	Total Hours on Site	Hourly Rate	Total
Total:					

Please include in your proposal the profile of each employee of your firm who will be working on this project.

The biography should include:

- a) Staff person name
- b) Match to Bidder skills listed in 5.2.2 using the Executive Briefing format
- c) Technical background relative to this project
- d) Experience in similar projects
- e) Names of the similar projects they were involved in
- f) Role they played in the projects similar to this project
- g) Educational background
- h) References

7.6.1.2 Travel and Expenditure Table

Name	Method of Travel	Cost per trip	Number of Trips	Total Cost
Total:				

Name	Lodging Cost per night	Number of Nights	Lodging Cost	Per diem	Number of Days	Per diem Cost	Total Cost
Totals:							

NOTE: The state asks that Bidders accept state per diem. Lodging per diem is \$46.50/night and is readily achievable in South Dakota. Food per diem is \$26/day.

7.6.2 Hardware/Software/Maintenance Costs

Show costs such as: software, hardware, ongoing costs, etc.

	One Time	Year 1	Year 2	Year 3	Totals
Hardware					
Base LIMS Application Software (License Fees) – Please provide pricing for 8 Concurrent Users					
Additional Modules not included above. List each module separately					
LIMS customization costs not covered above.					
Integration to instruments listed in Appendix G					
Other required / recommended software					
Maintenance					
Training					
Documentation					
Other					
Totals					

7.6.2.1 System Capacity

The delivered LIMS must support a minimum of eleven concurrent users. SDPHL reserves the right to purchase more current user licenses at a later date. Bidders must include pricing for optional, additional licenses. The Bidder must include in the proposal all licensing options that will support the required number of users. The term "user" is defined for purposes of the proposal and any ensuing contract as SDPHL personnel actively addressing the LIMS application. It does not include system administration, testing, development, submissions via the Internet, instrument and external application interfaces, persons accessing electronically delivered finished data, peripheral devices, or inactive redundant and fail-over systems.

7.6.2.2 Application Environments

Licensing terms must enable SDPHL to set up additional instances of the LIMS for development, validation, testing, and training at no additional cost. In addition to setting up the Production Environment, the LIMS Bidder must assist SDPHL in documenting the procedure for and setting up the additional environments during implementation at a time to be determined by SDPHL. The Bidder must provide necessary tools and/or procedures for moving/promoting changes/upgrades, etc. from one environment to another such as from development through validation, testing, and training to production.

To support continuity of operations (COOP), the LIMS licensing must allow SDPHL to move a non-production copy of the LIMS application to different servers and periodically login and verify that it is functioning correctly.

7.6.2.3 Data Migration

Proposals must include a description and cost of the process that would be used to analyze existing data, develop appropriate migration processes and complete the migration of data from the existing SDPHL database applications. The Bidder must describe SDPHL participation, roles and responsibilities for the proposed process and include an optional proposal cost to accomplish this activity.

7.6.2.4 Warrantees/Support/Guarantees

At a minimum, the System must be warranted against deficiencies in functionality and defects in operation for a period of one year from the date of System acceptance by SDPHL. The Bidder must include one year of maintenance in the cost proposal of the LIMS. The maintenance period for the implemented LIMS must start when the first SDPHL section begins production (goes live).

The proposal must include options for additional one-year periods of maintenance and must reflect maintenance with upgrades pricing for three (3) years. Each one-year period of maintenance must include access to free software upgrades.

In addition to System warranty, the Bidder shall include pricing for System upgrades in concert with upgrades by SDPHL to the server operating system, server database program, and client operating systems as well as any other standard components integrated into the System such as Microsoft Office programs. The Bidder shall include pricing for all available options for varying levels of technical support.

7.6.3 Other Costs

Show other costs beyond the initial costs, such as costs for additional licenses, improvements and changes, and system upgrades:

	One Time	Year 1	Year 2	Year 3	Totals
Additional Licenses per license					
Improvements and Changes					
System Upgrades					
Other					
Totals					

7.6.3.1 Cost of Improvements/Changes

Improvements to the LIMS may be required at the outset or at sometime in the future. The Bidder must include a cost per hour charge for these services and a description of how such situations will be handled.

7.7 Team Organization

Bidder should provide an organization chart for the proposed project team. The organization chart should indicate both name and title of each person who will be involved with this project and it should identify the development team project manager. The chart should also include state resources as defined in section 5.1 Project Staffing Roles.

7.8 Bidder Hardware/Software

The State of South Dakota requests information about the system/project to determine how the system/project would potentially fit within their infrastructure. Please prepare answers to the questions found in Appendix A.

In addition, please respond to the following requirements:

7.8.1 System Architecture

- Describe the overall architecture of the proposed solution.

7.8.2 Scalability

- Describe the test environment you would recommend to allow SDPHL to evaluate the performance impact of adding new workload (users, applications, and data) to the existing solution. What evidence can you provide to support this recommendation?
- Describe hardware and software requirements to effectively enable additional environments.

7.8.3 System Administration

- Identify all tools and third-party software necessary for proper administration of the LIMS. These tools must cover management and administration of the LIMS database, the user interface, and any auxiliary programs integrated into the LIMS.
- How do you manage structural incompatibilities, if any, between releases? Describe the process for applying patches.

- Describe the administrative staff required to manage a system that meets SDPHL requirements described herein. How many individuals and at what skill levels?
- Identify all proprietary components of the proposed LIMS, particularly those components not included in escrow. SDPHL will approve proprietary components prior to implementation in the LIMS solution.

7.8.4 Product Support

- Do you support multiple releases of your products? Discuss the process and timing of termination of support for product releases. Bidders must document a history of seamless upgrades between versions.
- Define your terms for on-site support and travel expenses.
- Indicate days and hours of availability for telephone support.
- Describe available remote access support.

7.9 Delivery of Proposals

Your proposal **must** be submitted electronically utilizing the South Dakota's Office of Procurement Management's e-procurement system which is provided by Mercury Commerce. For non-registered Bidders please follow the instructions listed in the following web site:

http://www.state.sd.us/boa/opp/bidder_registration.htm

For Bidders that are already registered with South Dakota's e-procurement system please login and submit your proposal at the following web site:

<https://southdakota.mercurycommerce.com/secure/vlogin.asp>

If you are experiencing difficulties pertaining to electronic submission of your proposal please contact Steven Berg at Steven.Berg@state.sd.us prior to proposal submission deadline. For questions in regard to how to operate the e-procurement system please call Mercury Commerce Customer Support at 877-969-7246.

Proposals **must** be submitted no later than the time and date set forth in the "RFP Calendar of Events" located in section 4.0. Bids received after this date and time will not be accepted for consideration.

8.0 Proposal Evaluation and Award Process

8.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

- 8.1.1** Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 8.1.2** Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 8.1.3** Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 8.1.4** Availability to the project locale;
- 8.1.5** Familiarity with the project locale;

- 8.1.6** Proposed project management techniques; and
- 8.1.7** Ability and proven history in handling special project constraints.
- 8.1.8** Understanding of the scope and requirements of the project
- 8.1.9** Response to APPENDIX A – Bidder Hardware/Software questions
- 8.1.10** Proposed use of State standard hardware and software, see 7.5
- 8.1.11** Company References
- 8.1.12** Company financial stability
- 8.1.13** Proposed solution and work plan
- 8.1.14** Post proposal
- 8.1.15** Other criteria specific to project
- 8.1.16** Previous project experience with the State of South Dakota
- 8.1.17** Previous project experience with other governmental agencies

- 8.2** Vendors who advance past the first round of consideration must be willing to answer a set of security-related questions and reply to state follow-up questions in response to the answers they provide to the security questions. At the state's discretion a vendor's answers to the follow-up questions may be required in writing and/or verbally. The answers provided will be used for criteria.
- 8.3** Experience and reliability of the Bidder's organization are considered subjectively in the evaluation process. Therefore, the Bidder is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 8.4** The qualifications of the personnel proposed by the Bidder to perform the requirements of this RFP, whether from the Bidder's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Bidder should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 8.5** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

- 8.6 Award:** The requesting agency and the highest ranked Bidder shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

- 8.6.1** If the agency and the highest ranked Bidder are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the Bidder. The agency may then negotiate with the next highest ranked Bidder.
- 8.6.2** The negotiation process may continue through successive Bidders, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

8.7 Bidder Demonstrations

A maximum of four Bidders (based upon the Proposed Technical Solution) will be invited to demonstrate their system for the evaluation team's review. The demonstration must follow a script that will be developed from the requirements presented in the RFP. The demonstration script will be delivered to those vendors whose responses to the RFP merit advancement to the demonstration stage of the evaluation. The scripts will be delivered with the invitations to demonstrate. Each Bidder's demonstration evaluation will be based upon the viewing team's interpretation of the capability of the proposed system in accomplishing the steps of the demonstration. The Bidder is expected to prepare thoroughly for the demonstration and should be prepared to demonstrate the proposed system as early as two (2) weeks after issuance of the invitation.

9.0 Appendix

APPENDIX A – Vendor Questions

Please respond by checking the appropriate box. If a Yes /No response are not asked for or are insufficient, put a written response in your proposal and enter the location of that response into this table. The completeness, clarity and accuracy of the written responses' can affect the State's assessment of your RFP response.

Function	Description	Response
Application Infrastructure Requirements	<p>1. Typically the State of South Dakota prefers to host all systems. In the event that the State decides that it would be preferable for the vendor to host the system, is this an option?</p> <p>If you answered Yes to the previous question:</p> <ul style="list-style-type: none"> • Are there planned disruption periods? If yes, then the proposal should include the planned disruption schedule. <input type="checkbox"/> Yes <input type="checkbox"/> No • Is there a strategy for mitigating unplanned disruptions? If yes, then the proposal should include the strategy and maximum disruption time frames. <input type="checkbox"/> Yes <input type="checkbox"/> No • Is there a documented disaster recovery plan? If yes, then your proposal should include your disaster recovery plan. <input type="checkbox"/> Yes <input type="checkbox"/> No <p>2. What are your proposed maintenance procedures for updates of the application and how do you propose communicating each update with our involved agency and BIT personnel? How often should we expect updates your product? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. The State implements enterprise wide anti-virus solutions on all servers as well as controls the roll-outs of any and all Microsoft patches based on level of criticality. Please indicate any concerns you would have with these procedures in view of your proposed solution. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. Is there a workstation install requirement? If yes, then specify in your proposal. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>5. Is this a browser based User Interface? If yes, then specify required make and versions in your proposal, and specify any browser configuration or plug-ins that are needed, if any. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6. What are the development technologies used for this system? ASP Version: _____ .NET Version: _____ Java/JSP Version: _____ Other? Describe: _____ Version: _____</p> <p>7. Will the system support authentication? If yes, specify in your proposal. For example, Windows Authentication, SQL Server Login, etc. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

Function	Description	Response
	8. Will the system infrastructure require an email interface? If yes, specify in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	9. What are the database options with your solution? Please list by type any data bases your application uses and whether the data base is proprietary.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	10. Can your application use Microsoft SQL as its database repository? If yes, specify all versions Microsoft SQL your product is compatible with.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	11. Will the system infrastructure require database replication? If yes, provide a detailed description in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	12. Will the system require transaction logging for database recovery?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	13. Will the system infrastructure have a special backup requirement? If yes, provide a detailed description in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	14. Will the system provide an archival solution? If yes, provide a detailed description in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	15. Will the system infrastructure have any processes that require scheduling? If yes, provide a detailed description in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	16. Will the system infrastructure include a separate OLTP or Data Warehouse Implementation? If yes, provide a detailed description in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	17. Will the system infrastructure require a Business Intelligence solution? If yes, provide a detailed description in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	18. Will the system have any workflow requirements? If yes, then specify in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	19. Explain the software licensing model, including the number of concurrent users, ownership of the product, and license duration and renewal.	
	20. Can the system be implemented via Citrix? If so, please include an additional 3 client names/contact numbers of those who have implemented your proposed system under Citrix.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	21. Does your solution implement its own level of security or can it integrate with our enterprise Active Directory to ensure access is controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	22. Can your solution print to a Citrix compatible networked printer?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Function	Description	Response
	23. Do your network communications meet IEEE standard TCP/IP and use either standard ports or State defined ports as the State determines?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	24. Does your solution provide Internet security functionality on Public portals including encrypted network/secure socket layer. (TLS 1.0/SSL 3.0)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	25. Will your solution provide Internet security functionality on a public portal to include firewalls?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	26. Does your solution support automatic Windows-based report production and distribution to the State via the State Local Area Network (LAN)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	27. It is State policy that no equipment can be connected to State Network without direct approval of BIT Network Technologies, would this affect the implementation of your solution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	28. Does all proposed software operate within the State standard equipment as given at: http://www.state.sd.us/bit/bitservices/Standards/mainsoftware.htm and http://www.state.sd.us/bit/bitservices/Standards/mainnetworkhardware.htm ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	29. Does your server based software support:	
	<ul style="list-style-type: none"> ● Windows 2003 Server, Service Pack 2 or higher 	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<ul style="list-style-type: none"> ● IIS6.0 or higher 	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<ul style="list-style-type: none"> ● MS SQL Server 2005 or higher 	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<ul style="list-style-type: none"> ● Exchange 2003 or higher 	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<ul style="list-style-type: none"> ● Citrix presentation server 4.5 or higher 	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<ul style="list-style-type: none"> ● VMWare ESX 3i or higher or Microsoft Virtual server 	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<ul style="list-style-type: none"> ● MS Windows Updates 	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<ul style="list-style-type: none"> ● Symantec End Point Protection 	<input type="checkbox"/> Yes <input type="checkbox"/> No

Function	Description	Response
		<input type="checkbox"/> Yes <input type="checkbox"/> No
	30. All network systems must operate within the current configurations of the State of South Dakota's firewalls, switches, firewalls, IDS/IPS and desktop security infrastructure. Would this affect the implementation of your solution? A Generic Network Diagram will be provided once the Confidentiality agreement is signed.	
	31. It is State policy that all systems must be compatible with BITs dynamic IP addressing solution (DHCP). Would this affect the implementation of your solution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	32. It is State policy that all systems that require an email interface must leverage existing SMTP processes currently managed by BIT Datacenter. MailMarshall is the existing product used for SMTP relay. Would this affect the implementation of your solution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	33. Will your proposed VPN Connections meet the following requirements :	
	o Pre-Shared Key	<input type="checkbox"/> Yes <input type="checkbox"/> No
	o AES (256bits or Higher)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	o SHA1	<input type="checkbox"/> Yes <input type="checkbox"/> No
	o No PFS or Aggressive Modes allowed.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	34. It is State policy that all software must be able to use either standard Internet Protocol ports or Ports as defined by the State of South Dakota BIT Network Technologies, would this affect the implementation of your solution? For example, a web application should use TCP 80 and / or TCP 443 for client access. Deviation of Internet Protocol ports or Ports for your proposal should be mentioned with your response.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	35. It is State policy that all HTTP/SSL communication must be able to be run behind State of South Dakota content switches and SSL accelerators for load balancing and off-loading of SSL encryption. If need is determined by the State, would this affect the implementation of your solution? The State of South Dakota has hardware installed for an Enterprise solution for content switches and SSL accelerators for load balancing and off-loading of SSL encryption. A Generic Network Diagram will be provided once the Confidentiality agreement is signed.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	36. It is State policy that BIT has a virtualize first policy that requires all new system to be configured as virtual machines. Would this affect the implementation of your solution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	37. It is State policy that all access from outside of the State of South Dakota's private network will be limited	<input type="checkbox"/> Yes <input type="checkbox"/> No

Function	Description	Response
	<p>to set ports as defined by the State and all traffic leaving or entering the State network will be monitored. Would this affect the implementation of your solution?</p> <p>38.It is State policy that applications must support NAT and PAT running inside the State Network. Would this affect the implementation of your solution?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>39.It is State policy that systems must not use dynamic TCP or UDP ports unless the application is a well-known one that is state firewall supported (FTP, TELNET, HTTP, SSH, etc). Would this affect the implementation of your solution?</p> <p>40.Does your solution require web presentation? If so, what are the server-side requirements?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Does your solution use any Java script?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Data access – export/import capability	<p>41.How does data enter the system (transactional or batch or both)?</p> <p>42.Is the system data exportable by the user for use in tools like Excel or Access?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	43. Will user customizable data elements be exportable also?	<input type="checkbox"/> Yes <input type="checkbox"/> No
User configurable permissions	<p>44.Will the system support authorization? If yes, provide a detailed description in your proposal. For example, role based authorization for functionality and data.</p> <p>45.Will the system distinguish between local versus global administrators where local administrators have rights to user management only for the program area that they are associated with and global administrators have rights for the entire system?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Audit & Security Capabilities	<p>46.Will this system provide the capability to track data entry/access by the person, date and time?</p> <p>47.Will the system provide data encryption for sensitive information both in storage and transmission? Please explain in your proposal.</p> <p>48.It is State policy that systems at the discretion of the State may have a Security Audit performed on it by BIT or a 3rd Party for security vulnerabilities. Would this affect the implementation of your solution?</p> <p>49.It is State policy that all Vendor/Contractor Remote Access to systems for support and maintenance on the State Network will only be allowed through Citrix Secure Gateway, would this affect the implementation of your solution?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Function	Description	Response
	50. It is State policy that all Vendors/Contractors who advance past the first round of consideration in the RFP process must be willing to answer a set of security-related questions. The Vendors/Contractors are also expected to reply to follow-up questions in response to the answers they provided to the security questions. At the state's discretion a vendor's answers to the follow-up questions may be required in writing and/or verbally. Is this acceptable? The answers provided may be used as part of selection criteria.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Backup	51. The State of South Dakota currently schedules routine maintenance four-to-six hours per week. Systems will be offline during these scheduled maintenance time periods. Will this have a detrimental effect to the system?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Installation	52. Will the vendor provide assistance with installation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	53. Is there an installation guide available and will you provide a copy to the State (The State is willing to sign a non-disclosure agreement)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	54. Is telephone assistance available?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	55. Is on-site assistance available?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Testing	56. Will the implementation plan include user acceptance testing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	57. Will there be documented test plans for future releases including any customizations done for the State of South Dakota?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Training	58. Is training part of the package? If yes, please specify in your proposal. For example, initial training for all users and supplemental training for new employees.	<input type="checkbox"/> Yes <input type="checkbox"/> No
User Manual	59. Is there a user manual and will you provide a copy to the State (The State is willing to sign a non-disclosure agreement)? If yes, is the manual electronically available?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	60. Is there on-line help assistance available?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Post-installation support	61. Do you have Support options available? If yes, specify options in the proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Function	Description	Response
	62. Will remote access be required to our State infrastructure for the purpose of support?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	63. Is there a method established to communicate availability of system updates? If yes, please indicate the method and the number of updates per year in the proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	64. Is there an established method to acquire system updates? If yes, specify in the proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	65. The State implements enterprise wide anti-virus solutions on all servers and workstations as well as controls the roll-outs of any and all Microsoft patches based on level of criticality. Do you have any concerns in regards to this process? If yes, provide details in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Customization	66. Will you provide customization of the system if required by the State of South Dakota? If yes, then specify the process and fee structure for custom work in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	67. Do you have a formal change management process? If yes, please specify in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Intellectual Property	68. Will the State of South Dakota have access to the underlying data and data model for ad hoc reporting purposes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	69. Will the vendor retain ownership of the source code?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	70. If the vendor retains ownership of the source code, will the source code for the system be put in escrow for the State of South Dakota?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	71. If the source code is placed in escrow, will the vendor pay the associated escrow fees?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	72. If the State of South Dakota will gain ownership of the software, does the proposal include a knowledge transfer plan? If yes, please specify in the proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	73. Explain the software licensing model, including the number of concurrent users, ownership of the product, and license duration and renewal. When providing licensing options and costs please include the options and costs for both a leased model as well as a perpetual license agreement. Is this acceptable?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	74. Explain the basis on which pricing could change for the state based on your licensing model. Can it change for example based on: install base, number of concurrent users, number of authorized users, size of the enterprise, attributes of the hardware hosting the	

Function	Description	Response
	application, attributes of the VM in which the application runs, number of servers (host or guest) in which the application is executing, usage based, etc. Is this acceptable?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	75. Contractually, how many years price lock are you offering the state as part of your response? Also as part of your response, how many additional years are you offering to limit price increases and by what percent? Is this acceptable?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Software Security Verification	76. Members of the developer team have been successfully trained in secure programming techniques.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	77. What is your method for verifying the integrity of the software delivered to the State? Describe: _____	
	78. Will you be able to apply, test, and validate the appropriate patches and updates and/or workarounds on a test version of the application before distribution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	79. You will be expected to warrant that the software shall not contain any code that does not support a software requirement and weakens the security of the application, including computer viruses, worms, time bombs, back doors, Trojan horses, Easter eggs, and all other forms of malicious code, is this acceptable?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	80. After acceptance, if security issues are discovered or reasonably suspected, you will be expected to assist the State in performing an investigation to determine the nature of the issue. Does this present any problems?	<input type="checkbox"/> Yes <input type="checkbox"/> No

APPENDIX B – Current Operations

Please see separate attachment.

APPENDIX C – Included Proposal Terms and Conditions

1. PRIOR OBLIGATIONS

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the Director of Procurement Management.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By submitting a proposal to this RFP, the Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the Bidder is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

3. NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all consultants, Bidders, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By submitting their proposal, the Bidder certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the Bidder prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

5. PROPRIETARY INFORMATION

The proposal of the successful Bidder(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Bidders must clearly identify in the proposal any specific proprietary information they are requesting to be protected and must provide specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

6. DISCUSSIONS WITH BIDDERS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by a Bidder to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Bidder. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Bidder's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted and until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

7. BIDDER'S CONTRACTS

Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated in section 4.1 of this RFP. Bidders and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should contact the buyer of record.

8. FINANCIAL STATEMENTS

A Bidder may be required to submit a copy of their most recent audited financial statement if deemed necessary by the Office of Procurement Management.

9. DEMONSTRATION OF VIABILITY

Selected Bidder will be responsible for demonstrating viability of their products and approach in an initial phase, not to exceed thirty days from product installation until concept evaluation and acceptance. Unsuccessful or inadequate demonstration will be grounds for termination of contract.

10. BEST INTEREST OF SOUTH DAKOTA

The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

APPENDIX D – Included Contract Terms and Conditions

1. THE BIDDER

The Bidder will perform those services described in the Work Plan, which will be attached to the contract as Exhibit A and incorporated by reference. The Contractor's response to this RFP shall be considered part of the Work Plan.

2. CONTRACT COMMENCEMENT AND TERMINATION

The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.

3. STATE EQUIPMENT, SUPPLIES, OR FACILITIES

The terms of the agreement shall state whether or not the Contractor will use State equipment, supplies or facilities. If the Contractor will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the agreement.

4. INDEMNITY PROVISION:

The Bidder agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Bidder to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

5. INSURANCE PROVISION:

The Bidder, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Bidder shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

The Bidder shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

C. Worker's Compensation Insurance:

The Bidder shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Bidder shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Bidder shall furnish copies of insurance policies if requested by the State.

6. INDEPENDENT BIDDER:

While performing services hereunder, the Bidder is an independent contractor and not an officer, agent, or employee of the State of South Dakota. As such, Bidder agrees not to use State equipment, supplies, and facilities unless otherwise agreed to.

7. REPORTING OF INJURY:

Bidder agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Bidder or the State to liability. Bidder shall report any such event to the State immediately upon discovery.

Bidder's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Bidder's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Bidder to report any event to law enforcement or other entities under the requirements of any applicable law.

8. TERMINATION PROVISION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Bidder breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Bidder at the time of termination may be adjusted to cover any additional costs to the State because of Bidder's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. In the event of termination, the Bidder shall deliver to the State all reports, plans, specifications, technical data, and all other information completed prior to the date of termination. If after the State terminates for a default by Bidder it is determined that Bidder was not at fault, then the Bidder shall be paid for eligible services rendered and expenses incurred up to the date of termination.

9. DEFAULT PROVISION:

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

10. AMENDMENT PROVISION:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

11. CONTROLLING LAW PROVISION:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

12. COMPLIANCE WITH REGULATIONS:

The Bidder will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

13. BIDDER HIRING PROVISION AND ELIGIBILITY OF EMPLOYEES:

The Bidder may not use subcontractors to perform the services described herein without the express prior written consent of the State. The State reserves the right to reject any person from the contract presenting insufficient skills or inappropriate behavior.

The Bidder will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Bidder will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

14. COMMUNICATION NOTICE REQUIREMENTS:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to _____ on behalf of the State, and by _____, on behalf of the Bidder, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

15. SEVERABILITY PROVISION:

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

16. SUPERCESSION PROVISION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. IT STANDARDS:

Bidder warrants that the software developed or purchased for BIT will be in compliance with the BIT Standards for security, file naming conventions, executable module names, Job Control Language, systems software version and release levels, temporary work areas, executable program size, forms management, network access, tape management and job stream procedures prior to the installation and acceptance of the final project. BIT hardware and software standards can be found at <http://www.state.sd.us/bit/bitervices/Standards/index.htm>.

18. WORK PRODUCTS:

Bidder hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, agreements and all information contained therein provided to the State by the Bidder in connection with its performance under this Agreement shall belong to and is the property of the State and will not be used in any way by the Bidder without the written consent of the State.

Papers, reports, forms or other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State. The State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, the work for government purposes.

19. CONFIDENTIALITY OF INFORMATION:

Each party agrees not to permit unauthorized access to and to take reasonable steps to protect the confidentiality of the other party's information, marked "confidential," "proprietary," or with a similar legend indicating its sensitive nature. Agency agrees to treat as confidential information all Bidder techniques, processes methods and know-how observed at Agency's facilities. Agency acknowledges that all processes, materials and data used or furnished by Bidder pursuant to this Agreement have been developed at great expense to Bidder, contain trade secrets of Bidder, are the sole property of Bidder and shall be kept confidential by Agency. The obligations of the party receiving the confidential information ("Recipient") shall not apply to any portion of the confidential information: (i) which was rightfully known or becomes rightfully known to Recipient without confidential restrictions from a source other than the disclosing party; (ii) which was or becomes publicly available or a matter of public knowledge generally, through no fault of Recipient; (iii) which is approved by the disclosing party, in writing, for disclosure without restrictions; (iv) which is independently developed by Recipient; (v) which is generalized know-how or skills; or (vi) which Recipient is legally compelled to disclose; provided that Recipient has given the disclosing party reasonable notice and opportunity to contest such compulsive disclosure, and Recipient requests that the Confidential Information disclosed be treated as confidential. Bidder acknowledges that the State of South Dakota and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with open records or open meetings laws.

20. INFRINGEMENT INDEMNITY: The Bidder will defend and indemnify Agency against a claim that the Product infringes a copyright or patent or other intellectual property right, provided that (a) Agency notifies Bidder in writing within 30 days of claim, (b) Bidder has sole control of the defense and all related settlement negotiations; and (c) Agency provides Bidder with the assistance, information and authority necessary to perform Bidder's obligation under this section. Bidder will reimburse Agency's reasonable out-of-pocket expenses incurred in providing such assistance. The Bidder shall have no liability for any claim of infringement based on use of a superseded or altered release of Product if the infringement would have been avoided by the use of a current unaltered release of the product which the Bidder provides to Agency.

- 21. LIMITATION OF LIABILITY:** Bidder shall have no responsibility for defects in software, hardware, or services supplied by persons other than Bidder or for modifications to software or hardware manufactured by persons other than Bidder, unless said product were acquired by the Bidder to satisfy this contract. In no event shall Bidder be liable for any incidental, special or consequential damages of any kind, including, but not limited to, loss of use, loss of data, loss of business, and loss of profits. These limitations of damages and remedies constitute the sole and exclusive remedies and measure of damages. These limitations of damages and remedies will not be affected if any remedy provided herein fails of its essential purpose. These limitations do not apply to indemnity obligations set forth in this contract under paragraphs headed 'INFRINGEMENT INDEMNITY' and 'INDEMNITY' set out above.
- 22. FORCE MAJEURE:** Notwithstanding anything in this Agreement to the contrary, Bidder shall not be liable for any delay or failure to provide the Services hereunder, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, earthquake or any act of God, delay by subcontractor or the failure of any third party subcontractor, or third party, software, network system equipment, wiring, electrical systems or utilities, or other causes beyond Bidder's reasonable control. If any third party subcontractor providing service with respect to this agreement ceases to provide such services and the Bidder cannot find a suitable replacement subcontractor, then Bidder shall have the right to terminate the Agreement by providing thirty (30) days prior written notice to Agency.
- 23. OWNERSHIP OF DOCUMENTATION AND WORK PRODUCTS:** the Bidder hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, agreements and all information contained therein provided to the State by the Bidder in connection with its performance under this Agreement shall belong to and is the property of the State and will not be used in any way by the Bidder without the written consent of the State. Papers, reports, forms or other material, which are a part of the work under this Agreement, will not be copyrighted without written approval of the State. The State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, the work for government purposes.

APPENDIX E – User Requirements

Please see separate attachment.

APPENDIX F – Requirements Response Matrix

Please see separate attachment.

APPENDIX G – SDPHL Instrument List

Location (Lab Section / Division)	Type of Instrument (GC, HPLC, Spec, etc)	Vendor Model	Is PC Attached?	Instrument Software and Version	Instrument Operating System	Samples Processed monthly	Does Instrument generate an ASCII output?	Does Instrument accept a downloaded run-list?
CT Inorganic	ICP/MS	Perkin Elmer	Yes	Elan version 3.3 and Chromera	Windows XP 2002	20 samples / 3 months	Yes	Yes
Rad	Tennelec series 5	Canberra	Yes	Eclipse LB version 3.2	Windows 2000	30 samples / month	Unsure	Yes
Blood Lead	Atomic Absorption Spectrometer 4100ZL	Perkin Elmer	Yes	WinLab version 4.1 SPI	Windows XP Pro	40-100 / month	Yes	Yes
Organic	GC-MS	Agilent	Yes	Chemstation D.01.02.16	Windows XP Pro	Varies	Yes	Unknown
Organic	HPLC	Agilent	Yes	Chemstation for LC B.01.03 [204]	Windows XP Pro	Varies	Yes	Unknown
Organic	HPLC	Agilent	Yes	Chemstation for LC B.01.03 [204]	Windows XP Pro	Varies	Yes	Unknown
Organic	GC	Varian	Yes	Star Chromatography Workstation 6.41	Windows XP Pro	Varies	Yes	Unknown
Organic	GC	Varian	Yes	Star Chromatography Workstation 6.41	Windows XP Pro	Varies	Yes	Unknown
Organic	GC-MS	Varian	Yes	Star GC-MS Workstation 6.41 service pack 1	Windows XP Pro	Varies	Yes	Unknown

Location (Lab Section / Division)	Type of Instrument (GC, HPLC, Spec, etc)	Vendor Model	Is PC Attached?	Instrument Software and Version	Instrument Operating System	Samples Processed monthly	Does Instrument generate an ASCII output?	Does Instrument accept a downloaded run-list?
Inorganic	ICP-OES	Optima 2100-Perkin Elmer	Yes	Windows XP (Winlab 32)	Win Lab 32	6-20 daily	Yes	Unknown
Inorganic	AA	AA800-Perkin Elmer	Yes	Windows XP (Winlab 32)	Win Lab 32	6-20 daily	Yes	Unknown
Inorganic	FIA Automated Ion Analyzer	Lachat Series 2	Yes	Windows XP Professional	Omnion 3.0	Varies	Yes	Yes
Inorganic	FIA Automated Ion Analyzer	Lachat Quikchem 8000 Series	Yes	Windows XP	Omnion 3.0	Varies	Yes	Yes
Inorganic	Automated Mercury Analyzer	Teledyne Leeman Labs Hydra AA	Yes	Windows XP	Optiplex GX620	unsure-new	n/a	n/a
Inorganic	ICP/MS	Perkin Elmer DRE	Yes	Windows XP	Elan Version 3.3 Ptach 6	500	Yes	Yes
Inorganic	Automated Titrator	Radiometer D21T043	Yes	Windows XP	TitraMaster 85	120	unsure	Yes
Inorganic	IC	Dionex 500	Yes	Windows 95	Peak Net 6.0	6	Yes	Yes
Forensics/UA	GC/MS #1	Agilent GC - 6890N MS - 5973B	shared PC	Chemstation, D.03.00.64	Chemstation	~150	Yes	Yes
Forensics/UA	GC/MS #2	Agilent GC - 6890 MS - 5973	shared PC	Chemstation, D.03.00.64	Chemstation	~450	Yes	Yes
Forensics/UA	Immunoassay	Abbott AxSYM	Yes	?	?	~500	Yes	Yes

Location (Lab Section / Division)	Type of Instrument (GC, HPLC, Spec, etc)	Vendor Model	Is PC Attached?	Instrument Software and Version	Instrument Operating System	Samples Processed monthly	Does Instrument generate an ASCII output?	Does Instrument accept a downloaded run-list?
Forensic Lab	GC	Varian CP-3800	Yes	Varian Star No.1	Chemstation	400	Yes	Yes
Forensic Lab	GC/MS	Agilent 5973	Yes	HP Chemstation	Chemstation	80	Yes	Yes
Serology	Luminometer	Gen-Probe Leader HC+	Yes	Aptima Assay Software Version 6.0.6.1	Windows XP	2000	Yes	Reads barcodes of TTU's from worklist put in computer attached to Tecan
Molecular	PCR	Roche Lightcycler 480 (newest)	Yes	LightCycler 480 SW 1.5	Windows XP	50	Yes	No
Molecular	PCR	Roche Lightcycler 480	Yes	LightCycler 480 SW 1.5	Windows XP	50	Yes	No
Molecular	PCR	Roche Lightcycler 32 Sample Carousel #1	Yes	LightCycler Software 4.0	Windows XP Pro	25	Yes	No
Molecular	PCR	Roche Lightcycler 32 Sample Carousel #2	Yes	LightCycler Software 3.5	Windows XP Pro	25	Yes	No

Location (Lab Section / Division)	Type of Instrument (GC, HPLC, Spec, etc)	Vendor Model	Is PC Attached?	Instrument Software and Version	Instrument Operating System	Samples Processed monthly	Does Instrument generate an ASCII output?	Does Instrument accept a downloaded run-list?
Molecular	PCR	Roche Lightcycler 32 Sample Carousel #3	Yes	LightCycler Software 3.5	Windows XP Pro	25	Yes	No
Molecular	PCR	Roche Lightcycler 32 Sample Carousel #4	Yes	LightCycler Software 3.5	Windows XP Pro	25	Yes	No
Molecular	PCR	ABI 7500 Fast Dx	Yes	7500 Fast System Version 1.4	Windows XP	25	Yes	No
Molecular	PCR	ABI 7500 Fast Dx	Yes	7500 Fast System Version 1.4	Windows XP	25	Yes	No
Perkin Elmer	Reader	Victor2	Yes	Wallac 1420 Workstation 3.00 rev 5	Windows XP	10	Yes	No
Perkin Elmer	Reader	Victor3	Yes	Wallac 1420 Workstation 3.00 rev 3	Windows XP	100	Yes	No
Cepheid	PCR	Cepheid Smart Cycler	Yes	Cepheid Smart Cycler 2.0	Windows 2000	10	Yes	No
Bio-Rad	Reader	Evolis	Yes	Evolis System Version 2.0	Windows XP	1000	Yes	Yes