

ARKANSAS LOTTERY COMMISSION

REQUEST FOR QUALIFICATIONS

RFQ Number: ALC-RFQ-130001	Buyer:
Service: ALC Security System	Submission Opening Date: May 21, 2013
Date: May 1, 2013	Submission Opening Time: 2:00 p.m.

SUBMISSIONS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE SUBMISSION ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE SUBMISSION NUMBER, DATE AND HOUR OF SUBMISSIONS OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE ARKANSAS LOTTERY COMMISSION.

Vendors are responsible for delivery of their submission to the Arkansas Lottery Commission prior to the scheduled time for opening of the particular submission. When appropriate, Vendors should consult with delivery providers to determine whether the submission will be delivered to the Arkansas Lottery Commission office street address prior to the scheduled time for submission opening. Delivery providers, USPS, UPS, FedEx, and DHL deliver mail to our street address, 124 W. Capitol Avenue, Suite 1400, Little Rock, AR 72201, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: P.O. Box 3238 Little Rock, AR 72203	SUBMISSION OPENING LOCATION: Arkansas Lottery Commission Offices
TELEPHONE NUMBER: (501) 683-2000	

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY; UNSIGNED SUBMISSIONS WILL NOT BE CONSIDERED

Identification: *	*
Federal Employer ID Number	Social Security Number

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN SUBMISSION REJECTION

Business Designation (check one):	Individual *	Sole Proprietorship *	Public Service Corp *
	Partnership *	Corporation *	Government/ Nonprofit *

GENERAL DESCRIPTION:	<p>Provide all labor, materials, equipment, and supervision necessary to install and maintain a security system for the Arkansas Lottery Commission (ALC) and four (4) ALC Claim Centers as set forth in this RFQ and its Exhibits and attachments ("Services"). Remove current security system materials and equipment as necessary.</p> <p>These requirements are not all inclusive. Responding Vendors are expected to propose, and clearly specify in their Proposal, any and all materials, equipment and/or services that are required to complete the work requested by ALC, and their associated costs. Any deviations from this scope will not be accepted unless prior authorization is given by the ALC Security Director or IT Security Analyst.</p>
TYPE OF CONTRACT:	Term
BUYER:	
AGENCY P.R. NUMBER	

INVOICE TO: Arkansas Lottery Commission F.O.B:

MINORITY-OWNED AND FEMALE-OWNED BUSINESS POLICY

Participation by minority-owned and female-owned businesses is encouraged in this and all other procurements by state agencies. "Member of a minority" is defined at Arkansas Code Annotated § 23-115-103(15) as "a lawful permanent resident of this state who is: (A) African American; (B) Hispanic American; (C) American Indian; (D) Asian American; or (E) Pacific Islander American". "Minority-owned business" is defined at Arkansas Code Annotated § 23-115-103(16) as "a business that is owned by: (A) An individual who is a member of a minority who reports as his or her personal income for Arkansas income tax purposes the income of the business; (B) A partnership in which a majority of the ownership interest is owned by one (1) or more members of a minority who report as their personal income for Arkansas income tax purposes more than fifty percent (50%) of the income of the partnership; or (C) A corporation organized under the laws of this state in which a majority of the common stock is owned by one (1) or more members of a minority who report as their personal income for Arkansas income tax purposes more than fifty percent (50%) of the distributed earnings of the corporation". The

Arkansas Economic Development Commission conducts a certification process for minority businesses. Vendors unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

"Female-owned business" is defined at Arkansas Code Annotated § 23-115-103(5) as "a business: (A) Whose management and daily business operations are under the control of one (1) or more females; and (B) Either: (i) Individually owned by a female who reports as her personal income for Arkansas income tax purposes the income of the business; (ii) Which is a partnership in which a majority of the ownership interest is owned by one (1) or more females who report as their personal income for Arkansas income tax purposes more than fifty percent (50%) of the income of the partnership; or (iii) Which is a corporation organized under the laws of this state in which a majority of the common stock is owned by one (1) or more females who report as their personal income for Arkansas income tax purposes more than fifty percent (50%) of the distributed earnings of the corporation".

EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Section 5 of the Arkansas Lottery Commission Major Procurement Rules, the Office of State Procurement of the Department of Finance and Administration is required to have a copy of the Vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.state.ar.us or as a hard copy accompanying the solicitation response. The Office of State Procurement and the Arkansas Lottery Commission will maintain a file of all Vendor EO policies submitted in response to solicitations issued by this office. The submission is a one-time requirement but Vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute.

TECHNOLOGY ACCESS FOR THE BLIND

Please reference Section 508 of the Federal Rehabilitation Act, 29 U.S.C. 794d and Arkansas Code Annotated § 25-26-201 et seq. The Vendor expressly acknowledges that State funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with the State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to the Arkansas Lottery Commission that the technology provided to the Arkansas Lottery Commission for purchase is capable either by virtue of features included within the technology or because it is readily adaptable by use with other technology of:

- Providing equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- After being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse

commands and other means of navigating graphical displays, and customizable display appearance.

ACT 157 of 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007 (Ark. Code Ann. § 19-11-105), all Vendors must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Vendors shall certify online at: <http://www.dfa.arkansas.gov/Pages/businessServices.aspx>.

Any subcontractors used by the Vendor at the time of the Vendor's certification shall also certify that they do not employ or contract with any illegal immigrant. Certification by the subcontractors shall be submitted within thirty (30) days after contract execution.

ARKANSAS LOTTERY COMMISSION MAJOR PROCUREMENT RULES

Vendors are subject to all requirements of the Arkansas Lottery Commission Major Procurement Rules (Attachment A), whether such requirements are specifically set forth in this RFQ or not.

ALTERATION OF ORIGINAL RFQ DOCUMENTS

The original written or electronic language of the RFQ shall not be changed or altered except by approved written addendum issued by the Arkansas Lottery Commission. This does not eliminate a Vendor from taking exception(s) to these documents, but does clarify that the Vendor cannot change the original document's written or electronic language. If the Vendor wishes to make exception(s) to any of the original language, it must be submitted by the Vendor in separate written or electronic language in a manner that clearly explains the exception(s). If Vendor's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Vendor's response may be declared as "non-responsive" and the response shall not be considered.

REQUIREMENT OF AMENDMENT

THIS RFQ MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE ARKANSAS LOTTERY COMMISSION. Vendors are cautioned to ensure that they have received or obtained and responded to any and all amendments to the RFQ prior to submission.

DELIVERY OF RESPONSE DOCUMENTS

In accordance with the Arkansas Lottery Commission Major Procurement Rules, it is the responsibility of Vendors to deliver submissions at the place and on or before the date and time set in the RFQ solicitation documents. Submissions received at the Arkansas Lottery Commission Offices after the date and time designated for the RFQ opening are considered late submissions and shall not be considered. Documents that are to be returned may be opened to verify which RFQ the submission is for.

INTENT TO AWARD

After complete evaluation of the submissions, the intent to award will be posted on the Arkansas Lottery Commission's website (www.myarkansaslottery.com) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which Vendors and agencies are aware of the intent to award. The RFQ results will be posted for a period of at least ten (10) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the posting period. Accordingly, any reliance on these preliminary results is at the agency's/Vendor's own risk.

The Arkansas Lottery Commission reserves the right to waive this policy when it is in the best interest of the State. Vendors are responsible for viewing the Intent to Award section of the Arkansas Lottery Commission's web site at: www.myarkansaslottery.com.

PAST PERFORMANCE

In accordance with provisions of the Arkansas Lottery Commission Major Procurement Rules Section (7)(C)(x)(g), a Vendor's past performance with the State may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation on file in the Arkansas Lottery Commission at the time of the submission opening. Documentation may be in the form of a written or electronic report, VPR, memo, file or any other appropriate authenticated notation of performance to the Vendor files.

EO-98-04 GOVERNOR'S EXECUTIVE ORDER

Completion of Disclosure Forms is required by Governor's Executive Order EO-98-04 as a condition of obtaining, extending, amending, or renewing a contract, lease, purchase agreement, or grant award with any Arkansas state agency.
(www.dfa.arkansas.gov/offices/accounting/internalaudit/Pages/ExecutiveOrder98-04.aspx.)

SECTION I. GENERAL INFORMATION

1.0 INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is to invite responses (Submissions) from qualified security firms (Vendors) desiring to install and maintain ALC's security system at ALC's headquarters in Little Rock, Arkansas and four Claim Centers. The ALC intends to execute one contract as a result of this procurement (the Contract), if any contract is issued at all, encompassing all of the products and services contemplated in this RFQ, and Submissions shall be evaluated accordingly. All Vendors must fully acquaint themselves with ALC's needs and requirements and obtain all necessary information to develop an appropriate solution and to submit responsive and effective Submissions. Vendors must also acquaint themselves with the ALC's Major Procurement Rules (Attachment A), and adhere to the requirements of those rules throughout this process.

The Arkansas Lottery Commission is an instrumentality of the State of Arkansas. It currently employs approximately eighty-five (85) people statewide and staffs and operates a headquarters in Little Rock, Arkansas. The ALC also staffs and operates four prize payment Claim Centers in Little Rock, Springdale, Jonesboro and Camden, Arkansas.

1.1 ISSUING AGENCY

The Arkansas Lottery Commission (ALC) is the issuing agency of this RFQ. The issuing agency is the sole point of contact in the State for the selection process. Vendor questions regarding RFQ related matters should be made in writing to the Director of the ALC as outlined in paragraph 1.9 of this RFQ.

1.2 SCHEDULE OF EVENTS

Release RFQ	May 2, 2013
Mandatory Site Visit	May 9, 2013 at 10:00 a.m.
Written Vendor questions due	May 13, 2013 no later than 5:00 PM CDT
Answers to Vendor questions	May 15, 2013 no later than 5:00 PM CDT
Bids Opened	May 21, 2013 no later than 2:00 PM CDT

Evaluations of proposals
Anticipation of Award

Within five (5) days after proposal opening
Within approximately three (3) days after ALC
evaluation or one (1) day after Lottery Oversight
Committee review, if required.

Proposals are due no later than the date and time listed on the top of Page 1 of the RFQ.

1.3 **CAUTION TO VENDORS**

- During the time between the proposal opening and contract award, any contact concerning this RFQ will be initiated by the issuing office or requesting entity and not the Vendor. Specifically, the person(s) named herein will initiate all contact.
- Vendors are requested to respond to each numbered paragraph of the RFQ.
- Vendors must submit one (1) signed original submission on or before the date specified on page 1 of this RFQ. The Vendor should submit seven (7) complete copies (marked copy) of the signed RFQ response, and two (2) electronic versions (one (1) redacted electronic version and one (1) unredacted electronic version), preferably in MS Word/Excel format, on CD. Do NOT include any pricing from the Request for Qualifications Price Sheet on the copies, including the CD. Pricing from the Official Request for Qualifications Price Sheet must be separately sealed from the submission and clearly marked as pricing information. The electronic version of the Official Request for Qualifications Price Sheet must also be sealed separately from the electronic version of the submission. Failure to submit the required number of copies with the submission may be cause for rejection. If the ALC requests additional copies of the submission, they must be delivered within twenty-four (24) hours of request.
- For a submission to be considered, an official authorized to bind the Vendor to a resultant contract must have signed the submission and the Official Request for Qualifications Price Sheet.
- All official documents and correspondence shall be included as part of the resultant Contract.
- The ALC reserves the right to award a contract or reject a submission for any or all line items of a submission received as a result of this RFQ, if it is in the best interest of the ALC to do so. Submissions will be rejected for one or more reasons not limited to the following:
 - a. Failure of the Vendor to submit his or her submission(s) on or before the deadline established by the issuing office;
 - b. Failure of the Vendor to respond to a requirement for oral/written clarification, presentation, or demonstration;
 - c. Failure to supply Vendor references;
 - d. Failure to sign an Official RFQ Document;
 - e. **Failure to complete the Official Request for Qualifications Price Sheet(s) and include them sealed separately from the rest of the proposal;**
 - f. Any wording by the Vendor in their response to this RFQ, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFQ;
or

- g. Failure of any proposed services to meet or exceed the specifications.
- The Official Request for Qualifications Price Sheet, Attachment B, is attached and posted and may be downloaded at www.myarkansaslottery.com.

1.4 RFQ FORMAT

Any statement in this document that contains the word “**must**” or “**shall**” means that compliance with the intent of the statement is mandatory, and failure by the Vendor to satisfy that intent will cause the submission to be rejected. It is recommended that Vendors respond to each item or paragraph of the RFQ in sequence. Items not needing a specific Vendor statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the ALC conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and must identify the specific page and paragraph being referenced.

1.5 SEALED PRICES

The Request for Qualifications Price Sheet submitted in response to this RFQ must be submitted separately sealed from the submission of qualifications response. **Vendors must include all pricing information on the Official Request for Qualifications Price Sheet and must clearly mark said page(s) as pricing information. The electronic version of the Official Request for Qualifications Price Sheet must also be sealed separately from the electronic version of the submission.**

1.6 TYPE OF CONTRACT

This will be a term contract. The contract will run from the date of award through August 31, 2015 at ALC’s headquarters and Claim Center in Little Rock, Arkansas. The contract will run from the date of award through September 30, 2014 at the Springdale, Arkansas Claim Center. The contract will run from the date of award through November 30, 2014 at the Camden and Jonesboro, Arkansas Claim Centers. For each site referenced, this contract will contain an option for renewal at a mutually agreed upon price up to six (6) additional times in one (1) year increments or a portion thereof. The security systems described herein will be installed and operational at all sites no later than June 28, 2013.

The ALC will have the option to renegotiate at time of renewal.

1.7 PAYMENT AND INVOICE PROVISIONS

All invoices shall be delivered to the ALC.

The Invoice, Invoice Remit, and Summary must be delivered via paper at no cost to the ALC.

The ALC shall have no responsibility whatsoever for the payment of any federal, state, or local taxes which become payable by the Successful Vendor or its subcontractors, agents, officers, or employees. The Successful Vendor shall pay and discharge all such taxes when due.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The ALC may not be invoiced in advance of delivery and acceptance of any services. Payment will be made only after the Successful Vendor has successfully satisfied the requesting agency as to the reliability and effectiveness of the services as a whole. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The Successful Vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the ALC. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the ALC's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the Contract or extension thereof.

1.8 PROPRIETARY INFORMATION

Proprietary information submitted in response to this RFQ will be processed in accordance with applicable ALC major procurement procedures. All documents pertaining to the RFQ become the property of the ALC and shall be open to public inspection subsequent to anticipation of award. It is the responsibility of the Vendor to identify all proprietary information and to seal such information in a separate envelope marked as confidential and proprietary.

The Vendor must submit one (1) complete copy of the submission from which any proprietary information has been removed, i.e., a redacted copy. The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and be submitted on a CD. Except for the redacted information, the CD must be identical to the original hard copy. The Vendor is responsible for ensuring the redacted copy on CD is protected against restoration of redacted data.

1.9 CLARIFICATION OF RFQ AND QUESTIONS

If additional information is necessary to enable Vendors to better interpret the information contained in the RFQ, written questions will be accepted until 5:00 PM CDT on Friday, May 10, 2013. Vendor questions submitted in writing will be consolidated and responded to by the ALC. The consolidated written ALC response will be posted on the ALC website on or before 5:00 P.M. CDT on Tuesday, May 14, 2013. Written questions should be mailed to the attention of the ALC Director at the Mailing Address listed on page 1 of this RFQ or hand delivered to the ALC Office at 124 West Capitol Avenue, Suite 1400, Little Rock, AR 72201.

1.10 BID EVALUATION

The ALC RFQ evaluation committee will evaluate all submissions to ensure all requirements are met. The Evaluation Committee will make its initial determination based on the qualifications of the respondents. Only after the most qualified candidate is identified will cost become a factor in determining the award. After such a determination, discussion will then be conducted with the qualified Vendors who, based on the previously evaluated qualifications, are determined to be the most likely of being selected on the basis of qualifications and reasonable costs to the ALC.

1.11 ORAL INTERVIEWS

The Vendor may be invited to an oral interview to comply with the requirement.

The RFQ evaluation committee chairperson will schedule the time and location for each interview. All interviews are subject to be recorded.

All expenses associated with the interview except travel, meals, and lodging for ALC personnel, will be borne by the Vendor.

1.12 PERFORMANCE SECURITY

In order to assure full performance of all obligations imposed on a Vendor by contracting with the ALC, the Vendor will be required to provide a performance security in an amount equal to the price proposed by the Vendor in its successful bid for this Request for Qualifications within ten (10) working days from date of receipt of the ALC's written notification by mail of its anticipation of award. The form of security required shall be a performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas or a cashier's/certified check. An irrevocable letter of credit from an Arkansas bank is also acceptable. The ALC shall award the Contract upon acceptance of the performance security. The performance security should be made out to the ALC and will be on file at the ALC office.

If a Vendor fails to deliver the required performance security, the submission shall be rejected and the ALC may then begin negotiations with other qualified Vendors. In the event of a breach of contract, either through quality problems, late delivery, substitutions, non-performance, or other areas within the control of the ALC will notify the Vendor in writing of the default and may assess reasonable charges against the Vendor's performance security. If, after notification of default, the Vendor fails to remedy the ALC's damages within ten (10) working days, the ALC may initiate procedures for collection against the Vendor's performance security.

In the event of default, and in order to achieve the greatest economy for the State, the ALC may choose the next highest ranked Vendor, re-advertise for submissions, negotiate a purchase, or complete any other action consistent with the major procurement rules. The performance security will be released at the end of the contract period.

1.13 PRIME CONTRACTOR RESPONSIBILITY

The Successful Vendor will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact.

The ALC reserves the right to interview the key personnel assigned by the Successful Vendor to this project and to recommend or require reassignment of personnel deemed unsatisfactory by the ALC.

The ALC reserves the right to approve subcontractors for this project and require primary contractors to replace subcontractors that are found to be unacceptable.

If any part of the work is to be subcontracted the Vendor is subject to the provisions of Arkansas Code Annotated § 23-115-501(c), in that the Vendor must disclose the same information for the subcontractor as for itself. Responses to this RFQ must include a list of subcontractors, including: firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities.

1.14 DELEGATION AND/OR ASSIGNMENT

The Vendor shall not assign the Contract in whole or in part or any payment arising there from without the prior written consent of the ALC. The Vendor shall not delegate any duties under the Contract to a subcontractor unless the ALC has given written consent to the delegation.

1.15 CONDITIONS OF CONTRACT

The Successful Vendor shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this Contract which in any manner affect the completion of the work. The

Successful Vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree by an employee, representative, or subcontractor of the Successful Vendor.

Vendors may obtain a copy of the ALC's Policies and Procedures at: myarkansaslottery.com.

1.16 CANCELLATION

In the event the ALC no longer needs the service or commodity specified in the Contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the ALC may cancel the Contract or purchase order by giving the Vendor written notice of such cancellation thirty (30) days prior to the date of cancellation and a right to a hearing before the Commission.

1.17 STATEMENT OF LIABILITY

The ALC will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned technical literature to be delivered or to be used in the installation of deliverables. The Vendor is required to retain total liability for technical literature until the deliverables have been accepted by the "authorized agency official." At no time will the ALC be responsible for or accept liability for any Vendor-owned items.

The Successful Vendor shall indemnify and hold harmless the ALC, its officers, directors, agents, retailers, and employees and the State of Arkansas, from and against any and all suits, damages, expenses, losses, liabilities, claims of any kind, costs or expenses of any nature or kind, including, with limitation, court costs, attorneys' fees, and other damages, arising out of, in connection with or resulting from the development, possession, license, modification, disclosure or use of any copyrighted or non-copyrighted materials, trademark, service mark, secure process, invention, process or idea (whether patented or not), trade secret, confidential information, article, or appliance furnished or used in the performance of the Contract.

1.18 AWARD RESPONSIBILITY

The ALC will be responsible for award and administration of any resulting contract(s).

1.19 INDEPENDENT PRICE DETERMINATION

By delivery of this submission, the Vendor certifies, and in the case of a joint submission, each party thereto certifies as to its own organization, that in connection with this submission:

- The prices in the submission have been arrived at independently, without collusion and that no prior information concerning these prices has been received from or given to a competitive company; and
- If there is sufficient evidence of collusion to warrant consideration of this submission by the Office of the Attorney General, all Vendors shall understand that this paragraph may be used as a basis for litigation.

1.20 PUBLICITY

News release(s), media interviews or other publicity by a Vendor pertaining to this RFQ or any portion of the project shall not be made without prior written approval of the ALC. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Vendor's submission.

The Successful Vendor agrees not to use the ALC's names, trademarks, service marks, logos, images, or any data arising or resulting from this RFQ or the Contract as part of any commercial advertising or submission without the express prior written consent of the ALC in each instance.

1.21 CONFIDENTIALITY

The Successful Vendor shall be bound to confidentiality of any confidential information that its employees may become aware of during the course of performance of contracted services. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the Contract.

The Successful Vendor shall represent and warrant that its performance under the Contract will not infringe any patent, copyright, trademark, service mark, or other intellectual property rights of any other person or entity and that it will not constitute the unauthorized use or disclosure of any trade secret of any other person or entity.

1.22 SUBMISSION TENURE

All Submissions shall remain valid for one hundred eighty (180) calendar days from the opening date referenced on Page 1 of the RFQ.

1.23 COST

All charges must be included on the Official Request for Qualifications Price Sheet, must be valid for one hundred eighty (180) days following submission opening, and shall be included in the costing evaluation. The pricing must include all associated cost for the service being bid. **Pricing from the Official Request for Qualifications Price Sheet must be separately sealed from the response and clearly marked as pricing information. Do not include any pricing from the Official Request for Qualifications Price Sheet on the copies, including the CD. The electronic version of the Official Request for Qualifications Price Sheet must also be sealed separately from the electronic version of the submission.**

NOTE:

1. The ALC will not be obligated to pay any costs not identified on the Official Request for Qualifications Price Sheet.
2. Any cost not identified by the Vendor but subsequently incurred in order to achieve successful operation will be borne by the Vendor.
3. Official Request for Qualifications Price Sheets may be reproduced as needed.
4. Vendors may expand items to identify all proposed services. A separate listing, which must include pricing, may be submitted with summary pricing.

1.24 WARRANTIES

- The Successful Vendor shall warrant that it currently is, and will at all times remain, lawfully organized and constituted under all federal, state and local law, ordinances and other authorities of its domicile and that it currently is, and will at all times remain in full compliance with all legal requirements of its domicile and the State of Arkansas.
- The Successful Vendor shall warrant and agree that all services provided pursuant to this RFQ and the Contract have been and shall be prepared or done in a workman-like manner consistent with the highest standards of the industry in which the services are normally performed. The Successful Vendor further represents and warrants that all computer programs implemented for performance under the Contract shall meet the performance standards required thereunder and shall correctly and accurately perform their intended functions on the equipment supplied by the ALC or the Successful Vendor.

- The Successful Vendor shall warrant that it is qualified to do business in this state and shall file appropriate tax returns as provided by the laws of this state.

1.25 ONGOING PERFORMANCE REQUIREMENTS

The ALC may terminate the Contract by the Successful Vendor or its subcontractors under the terms of the Contract if, within ten (10) days after the ALC gives the Successful Vendor written notice specifying a default, the Contractor has not, in the ALC's sole judgment, either cured the default or given adequate assurance that assures the default will not adversely affect the timely implementation of the lottery or its continued operation.

Moreover, the ALC may cancel and terminate the Contract on less than ten (10) days written notice in cases of fraud, failure to disclose information required under this RFQ, submission of work product in contravention of the terms of the Contract, refusal to permit inspections authorized by the Contract, and failure to adhere to all security requirements established from time to time by the ALC.

1.26 VENDOR QUALIFICATIONS

The Successful Vendor must, upon request of the ALC, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this RFQ. The ALC reserves the right to make the final determination as to the Vendor's ability to provide the services requested herein. The Vendor must demonstrate that it possesses the capabilities and qualifications described in Sections 3, 4, and 5.

1.27 NEGOTIATIONS

As provided in this RFQ and under the ALC's Major Procurement Rules, discussions may be conducted with a responsible Vendor whose submission is determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of submission response and negotiation for best and final offers.

1.28 MANDATORY SITE VISIT

It shall be **MANDATORY** that each bidder representative be present for a pre-bid site visit on **Thursday, May 9, 2013**. Attendees are to meet promptly at **10:00 AM CST** at 124 West Capitol Avenue, Suite 1400, Little Rock, AR 72201. **NO LATE VENDORS WILL BE ADMITTED.** All attendees must sign in at this time. The purpose of this visit is for all prospective bidders to acquaint themselves with the conditions and requirements of the task to be performed. Attendees will be apprised of all conditions of installation and should take any necessary measurements. **Bidders shall stay for the duration of the site visit.** No allowances will be made for unreported conditions which a prudent bidder would recognize as affecting the work called for or implied by this bid.

FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN REJECTION OF A BIDDER'S PROPOSAL. In order to confirm the bidder's attendance at scheduled site visit, please email Patti Vick at patricia.vick@arkansas.gov.

Bidder is cautioned that any information released to attendees during site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supercedes, or adds to requirements in this Request for Quotes (RFQ) must be confirmed by written addendum before it can be considered to be a part of this RFQ document. Vendor bidding otherwise does so at his/her own risk.

SECTION II. OVERVIEW

2.0 ALC OVERVIEW

The Arkansas Lottery Commission is an instrumentality of the State of Arkansas. It currently employs approximately eighty-five (85) people and generates yearly sales of approximately \$450 million dollars. The Arkansas Lottery Commission currently operates a headquarters in Little Rock, Arkansas and four (4) Claim Centers located in Little Rock, Springdale, Jonesboro and Camden, Arkansas.

2.1 ALC OBJECTIVES

The integrity of the Arkansas Lottery Commission is essential. The ALC must maintain control over all functions and systems and be assured that they are performed to provide the greatest long-term benefit to the State of Arkansas, the greatest integrity for the ALC, and the best service and products for the public, all in a manner consistent with the dignity of the State of Arkansas.

All responses to this RFQ shall reflect the following overall goals and objectives of the ALC to procure a qualified Vendor to provide all labor, materials, equipment, and supervision necessary to install and maintain a security system for ALC and its four (4) Claim Centers as set forth in this RFQ and its attachments.

2.2 SUCCESSFUL VENDOR/ALC RELATIONSHIP

The nature of this RFQ and the Contract that will result from this procurement will result in a relationship between the Successful Vendor and the ALC, which relationship must be founded in mutual trust and respect. The Successful Vendor must adopt the same attitudes and concerns towards integrity, security and quality of the Arkansas lottery's games, financial performance, and minority and female participation and commitment to nondiscrimination as are held by the ALC.

SECTION III. ALC SECURITY SYSTEMS & MAINTENANCE

3.0 SCOPE OF WORK/SPECIFICATIONS

The purpose of the following information is to provide a guideline for the security systems to be installed and/or maintained at the ALC headquarters in Little Rock, AR and Claim Centers in Little Rock, Springdale, Camden and Jonesboro, Arkansas. These requirements are not all inclusive. Responding Vendors are expected to propose, and clearly specify in their Proposal, any and all materials, equipment and/or services that are required to complete the work as requested by the ALC, and their associated costs. Any deviations from this scope will not be accepted unless prior authorization is given from the ALC Security Director or IT Security Analyst.

3.1 GENERAL REQUIREMENTS

1. Provide all labor, materials, equipment, and supervision necessary to provide security system for the ALC's Office in Little Rock, Arkansas and its Claim Centers in Little Rock, Springdale, Camden and Jonesboro, Arkansas.
2. Mandatory site visit is required to view work area to accurately complete proposals.
3. Ensure electrical work is performed by an AR State Licensed Electrician. Copy of license must be provided.
4. All work shall be done in accordance with local, state, and federal building codes (newest edition).
5. All work shall be performed in compliance with OSHA regulations utilizing all necessary safety precautions to ensure a safe work environment.
6. Responsible for acquiring any and all permits required by city, county and/or state.
7. Inclusion of all electrical and controls.
8. All work shall be performed in an organized professional manner.
9. Protect interior work area during project or maintenance.
10. Repair any damage caused by negligence in a manner that eliminates evidence of patching or refinishing. Any damage caused and not repaired by the Successful Vendor will be deducted from the Successful Vendor's final invoice.
11. Provide a copy of a W-9 Form.
12. Provide copy of AR General Contracting License (if applicable).
13. Provide proof of liability insurance.
14. All equipment must be new, not used or refurbished.

3.2 INSTALLATION REQUIREMENTS

1. ***Pre-Installation Requirements***
 - a. Vendor is to submit to the ALC Security Office information for all employees that will require admission to the ALC site for random screening.
 - b. Vendor shall provide documentation verifying that all proposed equipment is UL listed for the intended purpose.
 - c. Vendor must submit and obtain approval for any proposed product, component or device substitutions prior to installation.
 - d. Vendor is to submit to the ALC Security Office a proposed installation plan.
2. ***Installation Requirements***
 - a. Vendor is required to attend Project meetings as scheduled by ALC.
 - b. Vendor is required to coordinate with other trades and ALC as required to maintain project schedule and installation quality.
 - c. All wire is to be installed in conduit when not above (8) feet.
 - d. All wire is to be labeled and/or color coded according to ALC's desired methods.

- e. All devices are to be mounted and secured utilizing the industry's best practices and by means in conjunction with all recognized codes as well as ALC mandates and requirements.
 - f. Vendor will be required to maintain "Shop Drawings" during the course of the installation that will clearly indicate device locations, cable paths, and any and all deviations from the plans. The shop drawings should be utilized during project meetings.
3. ***Post Installation Requirements***
- a. Vendor is required to provide adequate notice to ALC that the installation is nearing completion so that final connections, testing and recording can commence and be inspected.
 - b. Once installation is complete and testing and recording is complete, the Vendor is required to participate in system testing.
 - c. Vendor is required to submit within 10 days of completed installation and prior to system acceptance, "As Built" drawings. The As Built drawings should be derived from the Shop Drawings and will clearly indicate all device locations, all cable definitions and paths and any and all deviations from the original plans and specifications. The As Built drawings must be submitted to ALC for approval prior to final acceptance and Turnover of system.
 - d. After successful system test, submission and approval of the As Built Diagrams, the system will be considered turned over to ALC for final acceptance.

3.3 AUTHORIZED PERSONNEL and COMPANY

Vendor shall be able to provide certified in-person support within twenty-four (24) hours of a support call. Vendor and support shall be licensed on the products and services provided.

3.4 CLEAN-UP

Upon completion of the installation and repairs, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving installation and repair areas clean and ready to use.

3.5 COMPLIANCE

All materials, equipment and installation shall be in compliance with the State Building Code, OSHA, Department of Insurance Requirements and all Federal, State, and local codes/laws that are applicable. Installation shall be in compliance with the manufacturer's recommendations. Any conflicts between the attached specifications and the State Building Code shall be resolved in favor of the Code.

3.6 EMERGENCY SERVICES

Emergency services shall be available twenty-four (24) hours a day, seven days a week, and will be billed at the cost(s) outlined in the Off-Hour Support line of the Official Request for Qualifications Price Sheet.

3.7 LIQUIDATED DAMAGES

Liquidated damages in the amount of \$1,000.00 per calendar day late may be assessed at the ALC's discretion and deducted from invoice for failure to complete delivery and installation within the specified time bid, barring any force majeure situation.

3.9 **WARRANTY**

The Vendor warrants to the ALC that all equipment furnished under this specification will be new and of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident from the date put in operation through August 31, 2015. Such replacement shall include all parts, labor, freight, and transportation costs to the ALC location where equipment is down at no additional cost to the ALC.

SECTION IV. CAMERA CONTROL SYSTEM

Cameras are to be color. Cameras will generally be fixed unless specific site requirements dictate a deviation from the standard. All deviations are solely determined by the ALC Security Director or IT Security Analyst.

4.0 **CAMERAS AND EQUIPMENT**

The following table lists the camera and equipment requirements for the ALC Office and Claim Centers in Little Rock, Springdale, Camden and Jonesboro, Arkansas. An example model is specified for each equipment type. Deviations from this example will be made with the permission of the ALC Security Director or IT Security Analyst.

Union Plaza, Little Rock

All cable and hardware required for operable system included in bid for all facilities.

Equipment Type	Quantity	Model #	Unit Price	Extended Price
Camera	14	AXIS M3005-V		
Camera	5	AXIS M3007-PV		
DVR Recorder	1	Exacq IPS-016T-R4-RAID5 @ 19 IP Camera License		
Ethernet Switch	1	Cisco SFE2000P 24-port 10/100 Ethernet Switch – PoE		
Public Display Wall Mount Monitor	1	Name brand 26 inch display monitor		

Camden Claim Center

All cable and hardware required for operable system included in bid for all facilities.

Equipment Type	Quantity	Model #	Unit Price	Extended Price
Camera	2	AXIS P3367-VE		
Camera	1	AXIS M3007-PV		
Camera	2	AXIS M3005-V		
DVR Recorder	1	Exacq IPS-6000-R2 @ 5 IP Camera License		
Ethernet Switch	1	Cisco SFE2000P 24-port 10/100 Ethernet Switch –		

		PoE		
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Jonesboro Claim Center

All cable and hardware required for operable system included in bid for all facilities.

Equipment Type	Quantity	Model #	Unit Price	Extended Price
Camera	2	AXIS P3367-VE		
Camera	1	AXIS M3007-PV		
Camera	2	AXIS M3005-V		
DVR Recorder	1	Exacq IPS-6000-R2 @ 5 IP Camera License		
Ethernet Switch	1	Cisco SFE2000P 24-port 10/100 Ethernet Switch – PoE		

Springdale Claim Center

All cable and hardware required for operable system included in bid for all facilities.

Equipment Type	Quantity	Model #	Unit Price	Extended Price
Camera	2	AXIS P3367-VE		
Camera	1	AXIS M3007-PV		
Camera	2	AXIS M3005-V		
DVR Recorder	1	Exacq IPS-6000-R2 @ 5 IP Camera License		
Ethernet Switch	1	Cisco SFE2000P 24-port 10/100 Ethernet Switch – PoE		

Vendor will provide all necessary wiring and cable for equipment and camera integration for the life of the contract.

4.1 CAMERA HEAD END

Each office will be equipped with DVR capable inputs to supply cameras. The DVR will be attached to the ALC VLAN of the DIS network and will communicate appropriately with the Enterprise controller located in the Security Operations center at headquarters in Little Rock, Arkansas.

4.2 CAMERA & EQUIPMENT POWER SUPPLY

An appropriate power supply will be used for all cameras and equipment.

4.3 CAMERA & EQUIPMENT LOCATIONS

Vendor shall follow the location summary referenced in Section 4.0 of the RFQ.

SECTION V. ALARM SYSTEM

The tables in Paragraph 5.0 of this RFQ list ALC's existing security system equipment at its headquarters in Little Rock, Arkansas and Claim Centers in Little Rock, Camden, Jonesboro, and Springdale, Arkansas. An ongoing security system maintenance contract shall be provided for these items at the above-referenced locations. Should replacement of any item listed below become necessary during the life of the contract, the replacement cost shall be at the current market rate for such item. No compensation will be available to the successful supplier beyond the amount agreed to be paid as the cost of the services provided. Costs agreed to in the resulting contract shall be firm and remain constant throughout the life of the contract. Alarm signals will alert ALC's Security Staff and a secondary number provided by ALC Security Staff.

5.0 ALARM SYSTEM EQUIPMENT

Union Plaza, Little Rock		
Part #	Description	Quantity
CC9000-SL	C-CURE 9000 Series	1
STAR016W-64ANPS	64 MB RAM General Controller Module	2
AS0063-01	Aps Power Supply	2
AL600ULACM	POWER SUPPLY	3
SR-1076W	Contact	25
DS-DS160	Bosch Motion	14
266 Foot	Foot Rail Duress	4
FX-91820	DTC550 Printer	1
FX-86200	Ribbons	2
BV-SMRT-AH	Iclass and Bio Reader	27
RU-908MO32D	EXIT BUTTON	27
2001PGG-MN	IClass Card 2 Application Areas	200
5001	Standard Finish HES electric strike	2
LP-11-630	Latch Guard Standard	2
HES5900	Standard FinHisEh S5900 Standard Finish	8
2511 DSM	Dynalock Maglock	11
2522TJ2	Dual Maglock	4
VAL-8000-628Z-USB	USB Badge Camera	1
YA-NP712	12V 7AMP BATTERY	6
US-HUB2SA	MOMTRY HLD UP SCREW	2
SN-TSBC	DOOR CORD	1
AX-RB1224 AX	12/24VDC 5AMP/120VAC RELAY	1
V50PACK Kit	V50Pack Kit, V50P,6150,Aurora,Wave	1
AURORA PIR	MOTION SENSOR	2

Camden Claim Center		
Part #	Description	Quantity
Istar008W64ANPS	IStar No power Supply 120151	1
AS0063-01	Aps Power Supply	1
266 Foot	Foot Rail Duress	2
RU-908MO32D	EXIT BUTTON	3

BV-SMRT-AH	Iclass and Bio Reader	3
2511DSM	Dynalock Mag Lock	3
AL600ULACM	POWER SUPPLY	1
1076-M	Contact	3
DS-DS160	Bosch Motion	3
V50PACK KIT	V50PACK KIT, V50P, 6150, AURORA, WAVE	1
AURORA PIR	MOTION SENSOR	2

Jonesboro Claim Center		
Part #	Description	Quantity
CC9000-SL	C-CURE 9000 Series	1
Istar008W64ANPS	IStar No power Supply 120151	1
AS0063-01	Aps Power Supply	1
266 Foot	Foot Rail Duress	2
RU-908MO32D	EXIT BUTTON	3
BV-SMRT-AH	Iclass and Bio Reader	3
AL600ULACM	POWER SUPPLY	1
1076-M	Contact	3
DS-DS160	Bosch Motion	3
2511 DSM	Single Maglock	3
V50PACK KIT	V50PACK KIT, V50P, 6150, AURORA, WAVE	1
AURORA PIR	MOTION SENSOR	2
Springdale Claim Center		
Part #	Description	Quantity
Istar008W64ANPS	IStar No power Supply 120151	1
AS0063-01	Aps Power Supply	1
266 Foot	Foot Rail Duress	2
RU-908MO32D	EXIT BUTTON	3
BV-SMRT-AH	Iclass and Bio Reader	3
AL600ULACM	POWER SUPPLY	1
DS-DS160	Bosch Motion	3
2511 DSM	Single Maglock	2
2511TJ-DSM	Inswing single maglock	1
V50PACK KIT	V50PACK KIT, V50P, 6150, AURORA, WAVE	1
AURORA PIR	MOTION SENSOR	2

Vendor will provide all necessary wiring and cable for equipment integration for the life of the contract.

5.1 PUBLIC VIEW MONITOR

The Little Rock Claim Center will contain a public view deterrence monitor displaying the Little Rock Claim Center’s lobby camera feed.

5.2 ALARM SYSTEM PANEL

All ALC existing alarm panels will remain connected to a remote monitoring company for after-hours response. This connection will be independent of the network connection.

5.3 SCHEDULED MAINTENANCE VISITS

Vendor shall perform annual, preventative maintenance visits to accomplish the following functions:

- Clean and check operation of Access Control head-end equipment and client workstations. Make repairs and adjustments as required.
- Clean and check operation of Access Control security devices. Make repairs and adjustments as required.
- Clean and check operation of software access control panels and associated interface devices. Make repairs and adjustments as required.
- Upon completion of a scheduled maintenance visit vendor will furnish a report to ALC detailing vendor's findings.

5.4 SOFTWARE MAINTENANCE

Vendor shall perform semi-annual maintenance checks to check and clean-up files in order to ensure optimum operation. Any and all software revisions and upgrades will be furnished and installed by vendor. This may include new features, system enhancements, new documentation, and support.

5.5 HARDWARE REPAIR SERVICE

Vendor's service shall include the equipment and labor to repair or replace any non-functioning or failed system component. Replacement parts will be of like kind and quality. Substitute replacement parts will be used only after receiving approval from the owner.

5.6 INSTANT LOANER

Vendor shall be able to provide loaner equipment if it is unable to repair a piece of faulty equipment at an ALC location.

5.7 ON-CALL TELEPHONE SUPPORT

Vendor shall provide telephone support during Vendor's normal business hours.

5.8 SERVICE CALLS

All service calls made during normal working hours will be included in the scope of this agreement. Normal working hours are defined as 7:00 a.m. through 5:30 p.m., Monday through Friday. There shall be a one (1) hour maximum call back for service calls, at which time personnel can determine if the problem is an emergency or can be handled the next business day.

SECTION VI. COST

6.0 BIDDING SCHEDULE/COST SUBMISSION

The ALC expects that the Successful Vendor shall be compensated for the Work based on a fixed fee agreed upon by the ALC. However, Vendors are encouraged to offer, in addition to a fixed fee, alternative pricing terms if they wish. Suppliers are reminded that the cost quotation should cover all of the Systems and Services and other items covered and required by this RFQ, as well as other Services and Deliverables deemed necessary by the Vendor, to be provided by the Successful Vendor during the entire term of the Contract. All Services required by this RFQ must be included in such fee, including without limitation:

- **Cost associated with the supply, installation, activation, testing, and training for all required equipment.**
- **Cost associated with manufacturers' warranty through August 31, 2015 that the proposed installed equipment is free from any and all defects in material and workmanship. Such warranty to cover replacement shall include all parts, labor, freight, and transportation costs to the ALC location where equipment is down at no additional cost to the ALC.**

Bidders must include all pricing information on the Official Request for Qualifications Price Sheet and must clearly mark said page(s) as pricing information. The electronic version of the Official Request for Qualifications Price Sheet must also be sealed separately from the electronic version of the submission. Vendors are reminded that the cost quotation should take into account and cover all of the services provided under the terms of this RFQ and to be provided by the Successful Vendor during the term of the Contract. A cost submission must meet both the immediate and long-term needs of the ALC. **Cost information provided in a format other than that set forth in this RFQ will not be accepted.** The format of the Official Request for Qualifications Price Sheet shall not be modified.

SECTION VII. ADDITIONAL VENDOR REQUIREMENTS

7.0 SUBMISSION OF INFORMATION

All submissions should be complete and carefully worded and should convey all of the information requested by the ALC. If significant errors are found in the Vendor's submission, or if the submission fails to conform to the essential requirements of the RFQ, the ALC will be the sole judge as to whether that variance is significant enough to reject the submission. Submissions should be prepared simply and economically, providing a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of the content. Submissions which include either modifications to any of the contractual requirements of the RFQ or a Vendor's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

7.1 VENDOR PROFILE

A Vendor must submit the following information:

- Business Name;
- Business Address;
- Alternate Business Address;
- Primary Contact Name, Title, Telephone, Fax, and E-mail address;
- How many years the Vendor has been in this type of business;
- Proof that the Vendor is qualified to do business in the State of Arkansas;
- A disclosure of the Vendor's name and address, and, as applicable, the names and addresses of the following individuals who will be directly working on this project: If the Vendor is a corporation, the officers, directors, and each stockholder of more than a ten percent (10%) interest in the corporation. However, in the case of owners of equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to own beneficially five percent (5%) or more of the securities need be disclosed; if the Vendor is a trust, the trustee and all persons entitled to receive income or benefits from the trust; if the Vendor is an association, the members, officers, and directors; and if the Vendor is a partnership or joint venture, all of the general partners, limited partners, or joint venturers;

- A disclosure of all the states and jurisdictions in which the Vendor does business and the nature of the business for each state or jurisdiction;
- A disclosure of all the states and jurisdictions in which the Vendor has contracts to supply gaming goods or services, including without limitation lottery goods and services, and the nature of the goods or services involved for each state or jurisdiction;
- A disclosure of all the states and jurisdictions in which the Vendor has applied for, has sought renewal of, has received, has been denied, has pending, or has had revoked a lottery or gaming license of any kind or had fines or penalties assessed to the Vendor's license, contract, or operation and the disposition of each instance in each state or jurisdiction. If any lottery or gaming license or contract has been revoked or has not been renewed or any lottery or gaming license or application has been either denied or is pending and has remained pending for more than six (6) months, all of the facts and circumstances underlying the failure to receive a license shall be disclosed;
- A disclosure of the details of any finding or plea, conviction, or adjudication of guilt in a state or federal court of the Vendor for any felony or any other criminal offense other than a traffic violation committed by the persons identified under Arkansas Code Annotated § 23-115-501 (b)(1). The ALC may request that any or all of the persons identified under § 23-115-501 (b)(1) undergo a state and federal criminal background check. If requested, a state and federal criminal background check shall be conducted in the manner under § 23-115-601(e);
- A disclosure of the details of any bankruptcy, insolvency, reorganization, or corporate or individual purchase or takeover of another corporation, including without limitation bonded indebtedness, and any pending litigation of the Vendor;
- A disclosure of the Vendor's most recent financial report.; and
- Additional disclosures and information that the ALC may determine to be appropriate for the procurement involved.

7.2 ORGANIZATION, SIZE, STRUCTURE, AND FINANCIAL CONDITION

Vendor shall include all pertinent information to substantiate its qualifications and capabilities to perform the services described in the scope of work including a copy of the most recent financial statements.

7.3 GENERAL INFORMATION

Vendor shall submit any additional information for consideration such as specialized services, staffs available, or other pertinent information the Vendor may wish to include.

7.4 BACKGROUND INVESTIGATION

The ALC may conduct background investigations, as required by law. The Successful Vendor shall be required to conduct background investigations with the approval of the ALC on all subcontractors.

7.5 DISCLOSURE OF LITIGATION

A Vendor must include in its Submission a complete disclosure of any civil or criminal litigation or indictment involving such Vendor. A Vendor must also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Vendor has delivered a submission under this RFQ must be disclosed to the ALC in writing within five (5) days after the litigation is commenced.

7.6 IMPLEMENTATION ROLLOUT

A Vendor must provide a summary overview and an implementation plan for the entire project being proposed. The intent of this requirement is to provide the ALC with a concise but functional summary (the "Executive Summary") of discussion of each phase of the Vendor's plan in the order of progression. While the ALC expects a Vendor to provide full details in each of the sections in other areas of the RFQ relating to its plan, the Executive Summary will provide a "map" for the ALC to use while reviewing the Submission.

Each area summarized must be listed in chronological order, beginning with the date of Contract execution, to provide a clear indication of the flow and duration of the project. A Vendor may use graphics, charts, pre-printed marketing pieces, or other enhancements as a part of this section to support the chronology or add to the presentation. Any such materials must be included in the original and each copy of the Submission.

7.7 BACKGROUND AND FINANCIAL VIABILITY

A Vendor must provide evidence of financial responsibility and stability for performance of a Contract of this magnitude. A Vendor must demonstrate the ability to finance the project described by the Vendor's submission and must also disclose any outside financial resources that will be utilized.

In addition, a Vendor must submit a copy of its last three (3) years financial statements.

7.8 REFERENCES

Vendor shall provide references of similarly situated clients (see Attachment C).

SECTION VIII. EVALUATION CRITERIA FOR SELECTION

8.0 GENERAL

The Vendor should address each item listed in this RFQ to be guaranteed a complete evaluation.

ALC has developed evaluation criteria that will be used by the ALC evaluation committee which is incorporated in Section 8.2 of this RFQ. Other agencies and consultants of the ALC may also examine documents.

The ALC requires that the Security System requested under this RFQ be available for use in the time and manner previously stated in this RFQ. A Vendor's submission implies Vendor acceptance of the evaluation technique and Vendor recognition that subjective judgments must be made by the ALC evaluation committee during the assignment of rating points.

The ALC reserves, and a Vendor by delivery of a submission grants to the ALC, the right to obtain any information from any lawful source regarding the past business history, practices, and abilities of Vendor, its officers, directors, employees, owners, team members, partners, and/or subcontractors.

8.1 EVALUATION CRITERIA

The RFQs will be evaluated and scored on the following criteria which will be rated by the following points:

8.2 EVALUATION POINTS

<u>Criteria</u>	Points
Professional qualifications and certifications including the specialized experience and technical competence of the Vendor with respect to the professional services sought.	40
Quantity of staff and vendor's ability to be responsive to normal, emergency, and warranty issues at all ALC facilities within 24 hours of a support call.	30
Past experience and performance with other state agencies, including factors such as control of costs, quality of work and ability to meet schedules and deadlines	10
References of similarly situated clients	10
Minority Owned and Female Owned Business Participation	10
<u>Total</u>	100