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PROCUREMENT v2.7
PART A – BACKGROUND AND SCOPE OF SERVICE

A 1. BACKGROUND INFORMATION

Manitoba Lotteries Corporation (MLC) is a provincial Crown corporation in the Province of Manitoba responsible for the conduct and management of gaming in the province including First Nations Casinos and VLTs. MLC is operated as a government business and reports to the Minister responsible for the Manitoba Lotteries Act.

MLC owns and operates Club Regent Casino and McPhillips Street Station Casino in Winnipeg; owns and operates the province’s Video Lottery Terminal (VLT) network from offices in Morris; is the exclusive supplier of breakopen tickets and bingo paper in Manitoba; and distributes and sells tickets for lotteries operated by the Western Canada Lottery Corporation and the Interprovincial Lottery Corporation. Net revenue from gaming operations and lottery ticket sales is directed back to the Province of Manitoba to support government programs in health care, education, community and social services, and economic development.

MLC is governed by The Manitoba Lotteries Corporation Act and is committed to supporting the principles of sustainable development as identified in The Sustainable Development Act of Manitoba (c. S270). (See http://web2gov.mb.ca/laws/statutes/ccsm/s270e.php) MLC recognizes that its development can impact on and is dependant upon the well being of the economic, social and environmental structures within which it operates. As such, with the help of MLC’s stakeholders, MLC integrates economic, social and environmental considerations into decision-making processes across all of its business activities.

For further information regarding MLC, its lottery products, gaming sites, policies and core values, visit the web site at www.mlc.mb.ca.

A 2. PROPOSAL OVERVIEW

MLC is seeking innovative and cost effective proposals for the enterprise wide provision of document processing equipment. This currently includes a variety of networked black & white (b&w) and colour laser printers with various options and finishers, as well as multifunction devices offering scan, copy, and fax capabilities. Equipment is installed at 6 locations within Winnipeg, MB; one location in Morris, MB; and one location in Brandon, MB.

MLC currently leases Lexmark document processing equipment which includes the provision of equipment, toner & consumables, as well as all service / maintenance. Basis of cost is a monthly lease per machine plus a per copy charge.

MLC has recently begun using the Perceptive Software ImageNow document management system in a limited capacity. It is our intention to expand this enterprise wide, with the goal of streamlining document management and retention while reducing the need for hardcopy wherever it is feasible. This may impact future print volumes, and any potential equipment should integrate as seamlessly as possible with the application of this system.

A 3. SCOPE OF SERVICES

Proponents shall provide one or more proposals detailing methods of providing document processing equipment to MLC, ensuring that the risks and benefits of each method are explained in such detail as to permit a thorough evaluation of each method. Proposals featuring any industry standard supply arrangements will be considered, however proponents shall ensure that at a minimum, each the following 4 scenarios are offered:

- Lease of equipment, including all toner, consumable parts, and a comprehensive service & maintenance plan for a 5 year period, with one 2 year option period available at MLC’s discretion. Costs should be based on a monthly charge per piece of equipment plus a cost per copy charge.

- Lease of equipment, including all toner, consumables, and a comprehensive service & maintenance plan for a 5 year period, with one 5 year option period available at MLC’s discretion. The fleet of equipment deployed at the end of the first period shall be replaced with new equipment possessing all improvements or advances in technology.

All terms and conditions of the first period shall remain in effect for the option period. Cost should be based on a monthly charge per piece of equipment plus a cost per copy charge.
• Purchase of equipment, with basic service, maintenance, and diagnostics performed by MLC. Include costs for service as required for a 5 year period (on an hourly basis). Include costs for toner & common consumable parts both on a per-item and per-page basis.

• Purchase of equipment, with a comprehensive service & maintenance program for a 5 year period. Include costs for toner & common consumable parts both on a per-item and per-page basis.

• Managed Print Services (MPS), or the provision of document processing equipment and consumables delivered as a complete turn-key service. Costs should be based on a cost per copy charge.

A 4. REQUIREMENTS
Items or requirements identified as “must”, “shall” or “will” in this RFP are mandatory requirements and items or requirements identified as “should” or “may” are those that are preferable or that MLC feels would improve overall functionality. Proponents are instructed to address each requirement specifically and any attachments shall reference the applicable numbered section.

A 4.1. GENERAL AND TECHNICAL REQUIREMENTS
All document processing equipment supplied for purchase or lease shall be newly manufactured with no used or refurbished parts. Printers shall be capable of producing output comparable (at least or greater than) to the currently installed equipment in terms of quality, resolution, etc.

The proponent shall provide specification sheets listing all accessories, features, functions and technical details for each proposed piece of document processing equipment. Proposals should provide information regarding the life expectancy per printed page for all consumables including drums, cartridges, fuser kit, document feeder kit, roller kit, image kit, etc.

Any optional features, equipment, or services that may be of benefit to MLC should be attached as separate costs.

It is our intention to purchase electronics from manufacturers who have taken steps to understand their supply chain and are working to ensure suppliers do not purchase minerals from conflict regions potentially contributing to human rights and environmental violations. Please provide information from the manufacturer outlining their efforts to support a responsible supply chain.

Unless otherwise specified, all document processing equipment shall generally meet specifications of currently deployed equipment (Appendix A).

Further:

1. All printers shall have controlled access via RFID proximity card.

2. All equipment shall be certified under Ecologo CCD-035 New Office Equipment. If equipment is not certified through this program, the bidder must provide proof that the equipment meets the restrictions on hazardous substances, the design for extended life, re-use and recycling and the energy and paper saving requirements outlined therein. Written verification must be provided to substantiate all self-declared environmental claims as per Can/CSA-ISO 14021.

3. Vendor shall take back and recycle all packaging materials.

4. While leasing or in a MPS arrangement, MLC reserves the right to adjust equipment quantities, location, and / or configuration in order to ensure most efficient use of resources. In a lease arrangement, the lease period of any new equipment shall co-terminate at the end of the current contract period.
A 4.2. FUNCTIONAL REQUIREMENTS
The proposed equipment must offer a comparable (at least or greater than) user experience to the current arrangement. Proposals shall include a section for each of the following, with enough detail to permit a thorough evaluation of the merits of each section:

1. Using the system from the desktop. Explain the various functions and features that can be accessed from the desktop. Include printing (changing print settings, printer settings & options, etc), faxing (how to fax, change settings, use of distribution lists, etc)

2. Using the system from the MFD. Explain the various functions and features that can be accessed from the MFD. Include scanning (accessing the scan function, how the user accesses the scanned image, changing scan settings, etc), copying (changing copy settings, etc), and faxing (accessing fax functionality, changing fax settings, use of distribution lists, etc.).

Proposals should emphasize ease of use (how easy is it for users to complete common tasks and use advanced features of the equipment) and how the functions and features support sustainable business practices (reduction of paper, toner and ink usage, enhanced consumable life, energy savings, etc). Include screenshots or similar that a user would experience both when using the system from their desktop as well as from the touch screen on the MFD.

Proposals should indicate how equipment interacts with Perceptive Software’s ImageNow Document Management System.

A 4.3. SUPPORT REQUIREMENTS
Initial training of MLC personnel shall be conducted upon equipment installation and at no cost to MLC, with the number of sessions, schedules, participants and number of participants per session to be identified by MLC. Network connectivity, print driver installation and other technical support training, also at no cost to MLC, may be scheduled at another time. Subsequent training at no cost to MLC should be available on an ongoing basis during the contract term for the purposes of training new personnel, providing refresher sessions, increasing user productivity through effective use of features, providing assistance with new procedures or equipment, etc.

A 4.3.1 Purchase or Lease
Vendor shall provide a comprehensive parts and labour warranty for a minimum of 90 days. Vendor shall identify their warranty terms and conditions. The vendor shall bear all labour and material costs for repair of equipment owing to defect or failure occurring within the warranty period. The warranty period for each piece of equipment shall commence upon the date of installation and acceptance by MLC.

The vendor shall provide all terms and conditions for their proposed service & maintenance agreement, with a SLA of no more than 4 hours.

If a service / maintenance agreement is in effect, the terms during the warranty period shall be no less than the service requirements under the agreement. The service & maintenance agreement will commence upon expiry of the warranty period.

If a piece of equipment repeatedly fails or fails to perform to the manufacturer’s specifications during the warranty period, the vendor shall replace the unit(s) with new equipment of the same model (purchase only).

If a piece of equipment repeatedly fails or fails to perform to the manufacturer’s specifications, the vendor shall replace the unit(s) with new equipment of the same model or current equivalent (lease only).

For any lease options, MLC shall receive one itemized invoice per quarter detailing the total equipment count and lease cost, and total page count (B&W and colour) and cost.

For service to purchased equipment, MLC shall receive one itemized invoice per month detailing costs for a) service & maintenance program, or b) service provided to any piece of equipment; and the cost for toner & common consumables.
Detailed billing information shall be available at MLC’s request.

A 4.3.2 Managed Print Services
Vendor should provide all terms and conditions for their proposed MPS Contract. Vendor shall identify all requirements or responsibilities to be imposed on MLC, as well as any potential savings and any other aspects which add value to MLC.

For any MPS options, MLC prefers consolidated invoicing on a monthly or quarterly basis, with detailed billing information available at MLC’s request.

A 4.4 IMPLEMENTATION
MLC’s current lease arrangement expires December 31, 2010. Proposals should include a detailed migration plan including a schedule and any MLC resources that may be required. Work may be scheduled during off peak or non-operational hours to ensure that document processing capabilities are disrupted as little as possible.

All equipment must be installed, tested, and accepted prior to December 31, 2010.

A 4.5 NETWORK / TECHNICAL REQUIREMENTS
Proposals should indicate the capability to manage the document processing fleet remotely, including equipment diagnostics & maintenance, tracking usage by department, user or device and providing statistics on duplex and single sided printing to support device use management.

All equipment must support technology & operating systems detailed in Appendix C, MLC Specifications for New Information Systems Procurement.

Proposals shall indicate the capability to destroy data retained on hard drives or in memory installed in all proposed equipment.

A 5. SUBMISSION SCHEDULE
MLC has established the following deadlines for this RFP process. Such dates may be subject to change.

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Date &amp; Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release</td>
<td>September 2, 2010</td>
</tr>
<tr>
<td>Last day to submit questions and request clarification</td>
<td>September 10, 2010</td>
</tr>
<tr>
<td>Addenda Deadline</td>
<td>September 15, 2010</td>
</tr>
<tr>
<td>Closing Date and Time</td>
<td>September 23, 2010</td>
</tr>
<tr>
<td></td>
<td>4:00:00 PM</td>
</tr>
<tr>
<td></td>
<td>Winnipeg Time</td>
</tr>
</tbody>
</table>

An information meeting regarding this RFP may be called at the discretion of MLC.

A 6. MLC PROCUREMENT CONTACT INFORMATION AND SUBMISSION ADDRESS

Mr. Jamie Wolfe
Purchasing Agent
Manitoba Lotteries Corporation
830 Empress Street,
Winnipeg, MB R3G 3H3

Fax: (204) 784-9441
E-mail: rfprequest@mlc.mb.ca
Tel: (204) 957-2504 ext 2860
PART B – SUBMISSION REQUIREMENTS AND CRITERIA

B 1. SUBMISSION PROCESS
Proponents must submit 1 proposal, marked as “ORIGINAL”, and 4 proposals marked “COPY”, to the MLC Procurement Contact person (see Part A, Section 5). The original proposal should be unbound and 3 hole punched, copies should be bound in such a manner as to lay flat when opened. The proposal must be in a sealed envelope, clearly marked “Response to Request for Proposal # 10-RFP-138659 Document Processing Equipment - CONFIDENTIAL”. The proponent’s name and return address must be stated on the outside of each submission package.

Proposals submitted by fax or email will not be accepted. Proposals must be received no later than the Closing Date and Time indicated in A.4, at the address indicated in A.5. It is the responsibility of each proponent to ensure that their proposal is received before the Closing Date and Time at the designated address.

MLC may extend the Closing Date and Time by issuing an addendum at least three business days prior to the closing date.

For the purpose of calculating time, the MLC clock at the prescribed location for submission shall govern. The hard copy proposal with original signatures is the official copy with no acceptable substitutes. Any hard copy proposal received after the Closing Date and Time will be returned unopened.

Each proponent is requested to designate as early as possible, one individual to whom any additional information deemed relevant to the RFP shall be communicated.

B 2. QUESTIONS AND INQUIRIES
Proponents are solely responsible for obtaining all information that may be necessary in order to understand the requirements of this RFP and submit a proposal in accordance with the terms and conditions of this RFP. No allowance shall be made for the failure of a proponent to obtain such information or to make such investigations.

Proponents shall examine the RFP as soon as possible after receipt. Should a proponent discover any errors or omissions, or require clarification or additional information, they should notify the MLC procurement contact person in writing. Further information or instructions may be issued to all proponents before the closing date by way of an addendum.

All requests for clarification or additional information, or to identify an error or omission must be in writing and may be sent by either facsimile or email to the MLC Procurement Contact. Requests should include the:
- RFP# and title
- proponent name and address
- reference to specific area in question
- MLC Procurement Contact name and fax

B 3. ADDENDA
During the period prior to the Closing Date, clarifications, alterations or amendments to this RFP will be issued as written addenda. Any addendum issued by MLC will automatically become, upon its issuance, an integral part of the RFP provided that it is issued by MLC and sent to eligible proponents at least three (3) business days prior to the Closing Date.

MLC will issue addenda only through the MERX electronic tendering system.

B 4. CHANGES TO PROPOSALS
Proponents may amend Proposals submitted in response to this RFP prior to the Closing Date and Time by submitting an amendment clearly identifying the change or by submitting a new proposal that clearly indicates that it is to replace the proposal previously submitted by the proponent. Amendments submitted after the Closing Date and Time will not be considered by MLC.
Proponents may withdraw a proposal submitted in response to this RFP by submitting a request in writing to MLC at any time prior to, but not after the Closing Date and Time.

All amendments or requests to withdraw a submitted proposal shall be in writing submitted to MLC at the address set out in A4. of this RFP. All such amendments or requests shall be submitted on the proponent’s letterhead and shall be signed by the proponent or an authorized representative of the proponent.

It will be solely the responsibility of the proponent that submits an amendment or a request to withdraw a proposal to ensure that the amendment or request is received prior to the Closing Date and Time.

B 5. PROPOSAL REQUIREMENTS
The appropriate signing officer or officers of the proponent must sign the proposal, in ink. Proposals, once submitted, become the property of MLC. All proposals will be kept in the strictest of confidence subject to such disclosure as may be required under the provisions of The Freedom of Information and Protection of Privacy Act or The Personal Health Information Act.

B 6. PROPOSAL FORMAT
Proposals shall consist of the following parts:

1. A completed and signed Form A, Form of Offer, attached to the proponent’s response to the proposal as set out in this RFP;

2. A completed and signed Form B, Cost of Services.

The proponent’s response must set out the information requested in Part B, Section 7 of this RFP and any relevant comments, according to, and in the order of, the various sections, subsections, and clauses presented in this RFP. Simplicity and clarity of responses are important. Proponents should avoid including extraneous or irrelevant information. Failure to respond to any section, subsection or clause will reduce the assessed value of the Proposal. For those sections, subsections, or clauses for which a response is mandatory, failure to respond will result in the rejection of the Proposal.

The proponent’s Cost of Services form must be submitted in a separate, sealed envelope (Envelope #2). This envelope #2 must be submitted at the same time and together with the Form of Offer and proponent’s response.

Ensure that the Cost of Services form is not duplicated in the proposal body.

B 7. PROPOSAL CONTENT
Proponents must submit their written comments and information in accordance with the following. The proponent shall indicate the method of delivery their proposal includes. If proponents are submitting proposals for multiple methods (purchase, service & maintenance plan options for purchase; lease, and Managed Print Services), those proposals must include comments and information for each.

A. Overview & Qualifications (1-2 pages)

Provide a company profile and state your intent to provide the goods or services as described in your proposal. This should include a brief profile and history of the company, as well as statements of qualification to undertake this assignment, including demonstrated experience in delivering similar services for clients comparable in size and scope to MLC.

It is a mandatory requirement that the manufacturer have a minimum of 10 years experience in producing and supplying document processing equipment to the business market.

It is a mandatory requirement that the providers of any service & maintenance are factory authorized to undertake this work, and have a minimum of 7 years experience supplying this service to the business market.
Ensure that confirmation of this requirement features prominently in this section of your response.

B. General & Technical Requirements (8-10 pages)

Provide a narrative detailing the proposed equipment and how it meets or exceeds the specifications of the currently deployed equipment. Ensure that compliance with any mandatory requirements stipulated in section A4.1 are highlighted.

MLC utilizes RFID proximity cards for physical access control. Proponents shall provide all technical / operational details relating to how RFID is implemented in their equipment.

Provide product literature including technical specifications for each piece of proposed equipment.

C. Functional Requirements (8-10 pages)

Provide a narrative describing:

1. Using the system from the desktop. Explain the various functions and features that can be accessed from the desktop. Include printing (changing print settings, printer settings & options, etc), faxing (how to fax, change settings, use of distribution lists, etc)

2. Using the system from the MFD. Explain the various functions and features that can be accessed from the MFD. Include scanning (accessing the scan function, how the user accesses the scanned image, changing scan settings, etc), copying (changing copy settings, etc), and faxing (accessing fax functionality, changing fax settings, use of distribution lists, etc.).

In consideration that most document processing equipment will offer similar basic functionality, proposals should emphasize ease of use (how easy is it for users to complete common tasks and use advanced features of the equipment). Include screenshots or similar that a user would experience both when using the system from their desktop as well as from the touchscreen on the MFD.

Ensure that compliance with any mandatory requirements stipulated in section A4.2 are highlighted.

D. Support Requirements (2-5 pages)

Provide the proposed training plan, ensuring that training directed both at functional users (MLC staff, administration, etc); as well as technical users (IT staff, help desk, etc) is detailed.

Include the Terms & Conditions of any proposed service agreements.

Ensure that compliance with any mandatory requirements stipulated in section A4.3 are highlighted.

E: Network & Technical Requirements (1-2 pages)

Provide details regarding remote management functionality.

Provide details regarding how data stored in equipment can be destroyed.

Ensure that compliance with any mandatory requirements stipulated in section A4.5 are highlighted.

F. Implementation Process & Timeline (2-3 pages)

Proponents shall provide a detailed timeline for delivery of the project, indicating specific milestones for each phase, in number of working days from receipt of award notification.

Proponents shall provide a Gantt chart or similar tool and indicate whether portions of the project will be conducted concurrently or sequentially.
For each phase of the implementation process, the proponent shall include a schedule of required tasks, and indicate the approximate amount of MLC resources (in man-hours) required to complete each phase.

Ensure that compliance with any mandatory requirements stipulated in section A4.4 are highlighted.

G. Method of Supply (2-3 pages)

Provide details for each of the mandatory supply arrangements listed in section A3, as well as any industry standard supply arrangements that would apply to this requirement. Supply arrangements will be evaluated on their individual merit; proponents shall ensure that each method of supply is explained in sufficient detail to permit a thorough and complete evaluation (each supply method will be evaluated out of 100 points).

Ensure that no cost information is included in the proposal body. All cost information is to be submitted separately as Form B – Cost of Services.

PART C – EVALUATION AND SELECTION

C 1. EVALUATION AND SELECTION PROCESS

The evaluation of proposals and recommendation of award shall be made by a selection committee made up of representatives from MLC.

The evaluation process is a selection procedure. It will be finalized through the following steps:

1. Proponents to submit proposals to MLC in response to this RFP.

2. Review of proposals by the selection committee to ensure that the proposals meet all of the mandatory requirements as set out in this RFP. Proposals not meeting the mandatory requirements will be disqualified and will receive no further consideration.

3. Proposals meeting the mandatory requirements will be evaluated by the selection committee based on the criteria below to determine a preliminary score. Only those proposals that achieve a minimum score threshold of 50% of the maximum score for sections B7A – B7G(inclusive) will be short-listed and considered for selection.

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>B7A Overview &amp; Qualifications</td>
<td>50</td>
</tr>
<tr>
<td>B7B General &amp; Technical Requirements</td>
<td>100</td>
</tr>
<tr>
<td>B7C Functional Requirements</td>
<td>150</td>
</tr>
<tr>
<td>B7D Support Requirements</td>
<td>150</td>
</tr>
<tr>
<td>B7E Network &amp; Technical Requirements</td>
<td>50</td>
</tr>
<tr>
<td>B7F Implementation Process &amp; Timeline</td>
<td>100</td>
</tr>
<tr>
<td>B7G Supply Arrangement</td>
<td>100</td>
</tr>
<tr>
<td>COST OF GOODS / SERVICES</td>
<td>1050</td>
</tr>
<tr>
<td>Total Maximum Score</td>
<td>1750</td>
</tr>
</tbody>
</table>

4. Following the short-listing, MLC will request the top three short-listed proponents to prepare a presentation and set up a functional demonstration of all proposed equipment. Proposals may then be re-evaluated based on the selection criteria.
C 2. PRICE EVALUATION
Analysis and evaluation of the pricing is conducted separately from the selection criteria. Proposals will be evaluated to determine the best value offered to MLC. The proposal(s) offering the highest cost-effective ratio (best value for money) may but will not necessarily be selected. Technical selection criteria contributes approximately 40% of the total maximum score, with cost contributing approximately 60%.

Cost will be expressed as a numerical score based on the following formula after determining the lowest proposal cost:

\[
\text{Cost represented as score} = \left(\frac{\text{Lowest Proposal Cost}}{\text{Each Proposal Cost}}\right) \times \text{Maximum Possible}
\]

C 3. ACCEPTANCE OF A PROPOSAL
If MLC decides to accept a proposal, it will accept the proposal that, in MLC’s sole opinion, is the best overall proposal when evaluated in accordance with the criteria identified in section C1 above. Should MLC decide to accept a proposal or part of a proposal, MLC will signify its acceptance by notifying the proponent in writing.

C 4. NEGOTIATIONS
Notwithstanding any other provision contained in this RFP or in a proponent’s proposal, selection of a proposal does not guarantee a contract with MLC; rather, selection of a proponent’s proposal is expected to initiate a process of negotiation which may lead to one or more contracts with MLC to provide the services described in this RFP.

Any proponent whose response to this RFP has been selected must be prepared to proceed in good faith to negotiate and enter into a contract with MLC based upon MLC’s Consulting Service Contract.

If, within 2 weeks of signifying its acceptance of a proposal, the parties have not concluded their negotiations, then MLC may, in its sole discretion, cancel its acceptance and accept the proposal or part of a proposal of any other proponent.

C 5. NOTIFICATION OF OUTCOME
All proponents who submit a proposal will be notified of the outcome of this RFP process by the MLC procurement contact when the RFP process has closed. Upon completion of the process, any proponent may request a de-briefing session with respect to their proposal.

PART D - PROPOSAL TERMS AND CONDITIONS

A proponent should clearly understand, and by submitting a proposal, agrees that its proposal or any part of its proposal is subject to the following conditions, in addition to any other terms and conditions set out in this RFP:

D 1. DISQUALIFICATION
No proposal will be considered which is received after the Closing Date and Time. No proposal will be considered which does not meet the mandatory requirements. No proposal will be considered from a proponent where MLC, in its sole discretion, determines that a potential conflict of interest exists. No proposal will be considered that is in any way conditional or that proposes to impose conditions on MLC that are inconsistent with the requirements of this RFP and the terms and conditions stipulated herein.

D 2. RIGHT OF REJECTION
The submission of a proposal, the receipt of a proposal by MLC, and the opening of a proposal; or any one of those, does not constitute acceptance of a proposal in any way whatsoever.

A proposal is not and shall not be deemed in any way to be a unilateral contract. It is an offer by the proponent to MLC to carry out the provisions set out in this RFP. A proposal may be accepted or rejected by MLC in MLC’s entire discretion.
A proposal, or any part of a proposal, is not accepted unless MLC accepts it in writing and the written acceptance has been delivered to the selected proponent.

MLC reserves the right to waive deficiencies in any proposal. The decision as to whether a deficiency will be waived or will require that a proposal be rejected will be made by MLC, in its sole discretion. MLC reserves the right to request clarification in any proposal to enable MLC to determine whether the proponent's proposal merits further consideration. The right to clarify does not impose upon MLC a requirement to clarify any part of a proposal where the proposal is unclear or otherwise not acceptable in any aspect.

MLC, in its entire discretion, may reject or accept all or any part of a proposal or any of the proposals submitted in response to this RFP. MLC is under no obligation whatsoever to accept the proposal with the lowest cost or any proposal.

D 3. RIGHT TO RE ISSUE RFP
MLC reserves the right to reissue the RFP where, in MLC’s sole opinion, none of the proposals submitted in response to the RFP warrant acceptance or where it would be in the best interest of MLC to do so.

D 4. OWNERSHIP AND COST OF PROPOSAL
All proposals submitted before the Closing Date and Time become the property of MLC and will not be returned to the proponent. All costs and expenses incurred by proponents in the development, preparation, submission or presentation of proposals in response to this RFP will be borne by the proponent.

The selection of any proposal, the rejection of any or all proposals, the termination of this RFP process, or initiation of a new RFP process shall not render MLC liable to pay or reimburse any such costs or damages incurred by any proponent or any partner or associate of such proponent participating in this RFP process.

D 5. CONFIDENTIALITY
The contents of this RFP and any other information, material, or data supplied by MLC in respect of its operations, derived from any data supplied by MLC or obtained by the proponent by any other means as a result of the RFP process, shall be treated as confidential. The proponent shall not disclose any such information in whole or in part to anyone without the prior, express written consent of MLC.

The obligation of each proponent to maintain confidentiality shall survive the expiration / selection / negotiation / rejection of their proposal and/or any resulting contract / agreement(s) to supply the requirements of the RFP.

D 6. NEWS RELEASES
News releases in any form of media shall not be permitted with respect to the terms and conditions of, this RFP or any ensuing contract without prior written approval from MLC.

D 7. PERIOD OF VALIDITY
Proposals shall be irrevocable after the Closing Date and Time and open for acceptance for 60 days after the submission deadline.

D 8. DECISIONS OF SELECTION COMMITTEE
All decisions on the degree to which a proposal meets the stated criteria or the score assigned to a proponent or to part of a proposal will be determined solely by the selection committee. The selection committee’s determinations in this regard are final and may not be appealed by a proponent.

D 9. MLC PREMISES
If a proponent is awarded a contract that requires work to be performed on MLC’s premises or on premises under MLC’s control, the proponent must comply with all reasonable directions and requests of MLC and with MLC’s work and safety rules, and must require its employees, agents, contractors and subcontractors to so comply. MLC has the right to exclude personnel from MLC’s premises who do not comply with such directions, requests or rules and, at MLC’s option, to terminate the contract if the proponent or its employees, agents, contractors or subcontractors fail to comply with this provision.
FORM A – FORM OF OFFER

RFP #: 10-RFP-138659
NAME: Document Processing Equipment

Submitted To: The Manitoba Lotteries Corporation
830 Empress Street, Winnipeg, Manitoba R3G 3H3
Attention: Jamie Wolfe

Submitted By (The proponent, legally known as and located at the following address):

Legal Name: 

Address: 

City Province Postal Code 

Proponent Contact

Name 

Telephone # 

Fax # 

E-mail Address 

The proponent hereby certifies and acknowledges the following:

1. The proponent is familiar with MLC’s requirements as stated in this RFP, and will be able to perform the services to satisfy those requirements.

2. The proponent has read the RFP and understands the terms thereof and the full nature and extent of the work involved.

3. The proponent has received the addenda issued prior to the Closing Date, the numbers and dates of these addenda being:

(If no addenda were received, indicate "No Addenda Received").

This offer is irrevocable and open for acceptance for sixty (60) days after the Closing Date.

SIGNED AND SUBMITTED for and on behalf of:

Name of proponent 

Signature 

Print name and title of person signing
RFP #: 10-RFP-138659
NAME: Document Processing Equipment

Submitted To: The Manitoba Lotteries Corporation
830 Empress Street, Winnipeg, Manitoba R3G 3H3
Attention: Jamie Wolfe

Submitted By: (The proponent, legally known as and located at the following address):
Legal Name: 
Address: 
City ___________ Province _________ Postal Code _________

Ensure that the following are fully completed and attached to this form:

Form B – Cost of Goods
Form B – Miscellaneous Costs