

**COMMERCIAL GAMING ASSOCIATION of
ONTARIO**

Request for Information

BINGO MANAGEMENT SYSTEM

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CONFIDENTIAL

REQUEST FOR INFORMATION

SECTION 1 - INTRODUCTION

1.1 General

(1) The Commercial Gaming Association of Ontario (“CGAO”) is issuing this Request for Information (“RFI”) to obtain market information relating to a new Bingo Management System (BMS) to support decision-making by the members of CGAO who are Operators of Charitable Gaming Centres on the replacement of the legacy bingo management system at their Charitable Gaming Centres.

(2) This RFI is open to any entity that wishes to submit a response.

(3) In this RFI, individuals or firms that submit documents in response to this RFI or who otherwise participate in the RFI process are referred to as “Respondents”. Responses submitted by Respondents in this RFI are referred to as “RFI Submissions”.

1.2 Commercial Gaming Association of Ontario

(1) An Industry Association that represents the interests of Charitable Gaming Centre Operators and Suppliers who are aligned to the Community Gaming Sector and regulated under the Gaming Control Act (Ontario). The Association was established in 2002 and represents the majority of the sector aligned to its membership. The CGAO advocates on behalf of their membership on all the key issues affecting the sector, shape the agenda of the industry and provide a unified voice from the industry to government and external bodies. Additional background information regarding the CGAO is attached to this RFI as Schedule B – Background Information.

SECTION 2 - THE RFI DOCUMENTS

2.1 Request for Information Documents

(1) The Request for Information documents (the “RFI Documents”) are:

- (a) the Request for Information;
- (b) Schedule B – Background Information;
- (c) Schedule C – Submission Form; and
- (d) Addenda to the RFI Documents, if any.

(2) The RFI Documents shall be read as a whole. The Schedules to this RFI and Addenda, if any, constitute an integral part of this RFI and are incorporated by reference.

2.2 Distribution of Documents

(1) The RFI will be distributed to all members of the CGAO who are Suppliers and will be posted on the CGAO website to provide access to other suppliers who may have an appropriate bingo management system.

2.3 Information Provided by CGAO

(1) Each Respondent is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and seeking any other independent

advice necessary for the preparation of RFI Submissions. Nothing in the RFI Documents is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFI.

(2) No guarantee, representation or warranty, express or implied, is made and no responsibility of any kind is accepted by CGAO or its representatives for the completeness or accuracy of any information presented in the RFI Documents or provided to Respondents by CGAO. CGAO and its representatives shall not be liable to any person or entity as a result of the use of any information contained in the RFI Documents or otherwise provided to Respondents in connection with this RFI.

SECTION 3 - THE RFI PROCESS

3.1 RFI Process Timetable

(1) The deadline for the submission of RFI Submissions and the general timetable for the RFI process are:

- | | | |
|-----|--|--|
| (a) | Issuance of RFI Documents | Nov 11, 2019 |
| (b) | Deadline for Respondents to submit requests for clarification/questions | Dec 6, 2019 2:00 p.m. Eastern Time |
| (c) | Issue Response to Questions Document | Dec 13, 2019 Midnight Eastern Time |
| (d) | Last day for issuance of Addenda (except Addenda related to Timetable changes) | Dec 13, 2019 Midnight Eastern Time |
| (e) | Deadline for Submission of RFI Submissions | Jan 10, 2020 4:00 p.m. Eastern Time (Submission Deadline) |
| (f) | Presentation to CGAO review team | Week of January 20, 2020 |

(2) CGAO may, without liability, cost or penalty and in its sole discretion amend the Timetable,

- (a) at any time prior to the Submission Deadline for events that are to occur prior to or on the Submission Deadline, including the Submission Deadline itself; and
- (b) at any time in the RFI process for events that are to occur after the Submission Deadline.

(3) If CGAO extends the Submission Deadline, all requirements applicable to Respondents will thereafter be subject to the extended deadline.

3.2 Questions and Communications Related to the RFI Documents

(1) Respondents shall submit all questions and other communications regarding the RFI Documents and the RFI process electronically to the Contact Person no later than the deadline for submission of questions set out in the Timetable.

The coordinates of the Contact Person are:

Name: Stuart Walker

Title: Senior Gaming Advisor

Email Address: swalker@gamingadvice.ca

Phone Number: 519 381 1684

(2) CGAO will provide the Respondents with written responses to questions that are submitted in accordance with this RFI Section 3.2 in a "Response to Questions Document" no later than the date set out in the RFI Process Timetable 3.1. CGAO will circulate the Response to Questions Document to Respondents through email.

(3) The Response to Questions Document is not an RFI Document and does not amend the RFI Documents.

(4) CGAO will distribute the Response to Questions Document to all Respondents but will not attribute the questions to any person or entity. CGAO may, in its sole discretion,

- (a) answer similar questions from various Respondents only once;
- (b) edit the language of the questions for the purpose of clarity;
- (c) respond to questions submitted after the deadline for submission of questions if CGAO believes that such responses would be of assistance to the Respondents generally; and
- (d) exclude submitted questions if they are ambiguous or incomprehensible.

(5) It is each Respondent's responsibility to seek clarification from CGAO of any matter it considers to be unclear in the RFI Documents. CGAO shall not be responsible for any misunderstanding by a Respondent of the RFI Documents or the RFI process.

(6) CGAO may, in its sole discretion, issue notices ("Notices") to Respondents for the purpose of communicating on issues of importance to the RFI process.

3.3 Media Releases, Public Disclosures, Public Announcements and Copyright

(1) A Respondent shall not, and shall ensure that its advisors, employees and representatives do not, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the RFI process, the RFI Documents, the Project, any other Respondent or potential Respondent or any matters related thereto, without the prior written consent of CGAO.

(2) Neither the Respondents, nor any of their advisors, employees or representatives shall make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Respondent or RFI Submission or to publicly promote or advertise their own qualifications, interest in or participation in the RFI process without CGAO's prior written consent, which consent may be withheld in CGAO's sole discretion. Respondents and their advisors, employees and representatives are permitted to state publicly that they are participating in the RFI process.

3.4 Addenda/Changes to the RFI Documents

(1) CGAO may, in its sole discretion, amend or supplement the RFI Documents prior to the Submission Deadline. CGAO shall issue changes to the RFI Documents by Addenda only.

No other statement, whether oral or written, made by CGAO or any CGAO advisors, employees or representatives, including, for clarity, the Contact Person, or any other person, shall amend the RFI Documents. CGAO may issue Addenda at any time.

(2) The Respondent is solely responsible to ensure that it has received all Addenda issued by CGAO. Respondents may, in writing, seek confirmation of the number of Addenda issued under this RFI from the Contact Person.

3.5 Confidentiality and Disclosure Issues – Respondent Information

(1) CGAO may provide the RFI Submissions to any person involved in the review and evaluation of the RFI Submissions on behalf of CGAO and CGAO may,

- (a) make copies of the RFI Submission; and
- (b) retain the RFI Submission.

(2) CGAO may disclose any information with respect to the Respondents, the RFI Submissions and the RFI process as required by the Governing Law.

(3) The Respondent shall not require CGAO or any of its representatives to sign a confidentiality agreement in respect of any step taken or information provided as part of this RFI process. The CGAO shall require that the individuals involved in the review and evaluation of the RFI Submissions maintain confidentiality of any commercially-confidential information contained in the Respondent's RFI Submission. A Respondent may note, in the RFI Submission, those portions of the Submission that are considered by the Respondent to be commercially-confidential information. CGAO will take reasonable commercial efforts to safeguard the confidentiality of any information identified by a Respondent as confidential but shall not be liable in any way whatsoever to any Respondent if such information is disclosed based on an order or decision of an authority authorized to make such an order or decision or otherwise as required by the Governing Law.

3.6 CGAO Confidentiality Issues

(1) In this RFI, "RFI Information" shall mean all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise procured in any way, whether before or after the RFI process,

from CGAO, in connection with the RFI Documents, or the Project, except it does not include any item which,

- (a) is or becomes generally available to the public other than as a result of a disclosure resulting from a breach of this RFI;
- (b) becomes available to the Respondent on a non-confidential basis from a source other than CGAO, so long as that source is not bound by a confidentiality agreement with respect to the information or otherwise prohibited from transmitting the information to the Respondent by a contractual, legal or fiduciary obligation; or
- (c) the Respondent is able to demonstrate was known to it on a non-confidential basis before it was disclosed to the Respondent by CGAO.

(2) RFI Information,

- (a) shall remain the sole property of CGAO and the Respondent shall maintain the confidentiality of such information except as required by law;
- (b) shall not be used by the Respondent for any other purpose other than submitting a RFI Submission;
- (c) shall not be disclosed by the Respondent to any person who is not involved in the Respondent's preparation of its RFI Submission, without prior written authorization from CGAO;
- (d) shall not be used in any way detrimental to CGAO; and
- (e) if requested by CGAO, shall be returned to the Contact Person no later than 10 calendar days after such request is received in writing by the Respondent.

(3) Each Respondent shall be responsible for any breach of the provisions of this RFI Section 3.6 by any person to whom it discloses the RFI Information.

3.7 Governing Law and Attornment

(1) This RFI shall be governed and construed in accordance with the laws of Ontario and the applicable laws of Canada (the "Governing Law").

- (2) The Respondent agrees that,
- (a) any action or proceeding relating to this RFI process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
 - (b) it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to this RFI process on any jurisdictional basis, including *forum non conveniens*; and
 - (c) it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFI Section 3.7(2).

3.8 Respondents' Costs

(1) The Respondent shall bear all costs and expenses incurred by the Respondent relating to any aspect of its participation in this RFI process, including, without limitation, all costs and expenses related to the Respondent's involvement in,

- (a) the preparation, presentation and submission of its RFI Submission;
- (b) due diligence and information gathering processes;
- (c) attendance at any interviews;
- (d) preparation of responses to questions or requests for clarification from CGAO; and
- (e) preparation of the Respondent's own questions during the clarification process.

(2) Except as explicitly set out in RFI Section 6.2(1), in no event shall CGAO be liable to pay any costs or expenses or to reimburse or compensate a Respondent under any circumstances, regardless of the conduct or outcome of the RFI process.

SECTION 4 - RFI SUBMISSION CONTENT AND FORMAT

4.1 Contents of the RFI Submission

(1) Respondents should prepare their submissions by providing detailed responses to the questions beginning on page 2 of Schedule B – Requirements for RFI Submission. Emphasis in each submission should be on completeness and clarity of content. Reference should be made when documenting responses to the format / question number identified. Respondents shall respond specifically to the questions posed in the RFI. The maximum number of pages of the RFI is not limited

4.2 Submission Form

(1) Each Respondent will complete the Submission Form attached as Schedule C of this RFI.

SECTION 5 - SUBMISSION, WITHDRAWAL, MODIFICATION

5.1 RFI Submission

(1) Respondents must submit their RFI Submissions on or before the Submission Deadline.

(2) A Respondent is requested to submit its RFI Submission by e-mail to the Contact Person. The time of submission shall be based on the time and date stamp that appears in the inbox of the Contact Person, without consideration as to the time and date it was sent by the Respondent.

(3) The Respondent shall protect the RFI Submission using a password. The password is to be provided by separate email to the Contact Person. The Contact Person will distribute the RFI Submission to the individuals who will be reviewing the RFI Submissions.

5.2 Late RFI Submissions

(1) CGAO may, in its sole discretion, accept or reject RFI Submissions that are submitted after the Submission Deadline.

5.3 Withdrawal of RFI Submissions

(1) A Respondent may withdraw its RFI Submission at any time during the RFI process by notifying the Contact Person in writing.

SECTION 6 - LEGAL MATTERS AND RIGHTS OF CGAO

6.1 RFI Not a "Bidding Contract" or a Tender

(1) Notwithstanding any other provision of this RFI, this RFI is not a tender and is not an offer to enter into either a bidding contract (often referred to as "Contract A") or a contract to provide any goods and/or services (often referred to as "Contract B"). Except as provided in RFI Sections 3.6 and 6.2, neither this RFI nor the submission of an RFI Submission by a Respondent shall create any legal or contractual rights or obligations whatsoever on any of the Respondent or CGAO. Except as provided in RFI Section 3.6 and 6.2, no legal relationship or obligation of any kind whatsoever shall be created between the Respondent or CGAO.

(2) Without limiting the generality of RFI Section 6.1(1), the following principles apply to this RFI process:

- (a) CGAO may, in its sole discretion, change or discontinue this RFI process at any time whatsoever, including altering the Timetable;
- (b) CGAO may, in its sole discretion, enter into negotiations with any Respondent, person or persons for the selection of that Respondent's BMS or the selection of any person's or persons' BMS to replace the existing bingo management system;

The following criteria will be reviewed and evaluated in making a recommendation to enter into negotiations with a Respondent rather than issuing a Request for Proposal or other procurement process:

- (i) demonstrated ability to comply with the BMS requirements, including those of the OLG,

- (ii) demonstrated collaborative approach,
 - (iii) business risk assessment with respect to Respondent, including, as examples, (i) if the Respondent is a supplier to Operators for gaming equipment, the Respondent has entered into the Master Product and Services Agreement with Operators for the supply of that gaming equipment, or (ii) if the Respondent is a supplier to the OLG or to Operators of other business critical gaming equipment or services, that the addition of the BMS will not create or enhance business risk for Operators,
 - (iv) demonstrated understanding of the business opportunities and business risks in the sector,
 - (v) demonstrated commitment to the charitable gaming sector in one or more jurisdictions and long-term approach to the development of charitable gaming products for the sector.
 - (vi) demonstrated ability to successfully launch your BMS system at all sites of Operators who are members of the CGAO (that meets all of the requirements specified) on or before May 2022.
- (c) No Respondent, person or persons shall be precluded from participating in any future competitive process relating to the replacement of the existing bingo management system by reason of the submission or non-submission of an RFI Submission or the quality or scope of an RFI Submission; and
- (d) CGAO may, in its sole discretion and at any time during the RFI process,
- (i) reject any or all of the RFI Submissions;
 - (ii) accept any RFI Submission; and
 - (iii) cancel this RFI process and subsequently conduct another market sounding process relating to the replacement of the existing bingo management system.

6.2 Limit on Liability

Notwithstanding that in accordance with RFI Section 6.1(1) this RFI is not a tender and is not intended to create "Contract A", the Respondent and all other entities participating in this RFI process agree that if CGAO is found to be liable, in any way whatsoever, for any act or omission of any of them in respect of this RFI process, the total liability of CGAO to any Respondent or any other entity participating in this RFI process, and the aggregate amount of damages recoverable against CGAO for any matter relating to or arising from any act or omission by any one or more of them, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of CGAO, shall be no greater than the Respondent's cost of preparing its RFI Submission or \$2,500, whichever is less.