

**NATIONAL VIDEO LOTTERY  
OF  
REPUBLIC OF MACEDONIA**

**TECHNICAL DOCUMENTATION**

**REQUEST FOR PROPOSAL**

**VIDEO LOTTERY TERMINALS GAME CONTENT  
VENDOR COOPERATION**

**02-DS/2014-IS**

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## Contents

PART 1. – RFP CONTENT .....	4
1.1. Introduction .....	4
1.2. Readiness for Production and Delivery .....	4
1.3. Proposal Clarification Process .....	4
1.4. Proposal Cancelation, Rejection or Selection .....	4
1.5. Proposal Tenure .....	5
1.6. Offered Options .....	5
1.7. Applicable Laws and Procedures .....	5
1.8. Organizations Ineligible to Bid .....	5
PART 2. – TERMS AND CONDITIONS .....	6
2.1. Introduction .....	6
2.2. Vendor Responsibilities .....	6
2.3. Subcontractor Approval .....	6
2.4. Vendor Error Liability .....	6
2.5. Patented Materials and Processes.....	6
2.6. Use of Copyrighted or Trademarked Material .....	7
2.7. Exclusive Use of the Transaction Processing Systems .....	7
2.8. Hosting and Data Requirements .....	7
2.9. Compliance with Industry Standards Associations .....	7
PART 3. – TECHNICAL BACKGROUND INFORMATION AND SPECIFICATIONS FOR THE VLT GAMING CONTENT .....	8
3.1. Introduction .....	8
3.1.1. Operating Hours:.....	8
3.2. Game Software Requirements .....	8
3.2.1. Game Software Certification:.....	8
3.2.2. Randomness Testing:.....	8
3.2.3. Continuation of the Game Malfunction: .....	8
3.3. Software Security and Control Features .....	8
3.3.1. Transaction Logging: .....	8
3.3.2. Event (Game) Recording: .....	8
3.3.3. System Auditing:.....	8
3.3.4. VLT Clock Reporting:.....	8
3.3.5. Unique Transaction Number:.....	9
3.3.6. Transactions Protected:.....	9
3.3.7. Game Application Monitoring:.....	9
3.3.8. Configuration Management: .....	9
3.3.9. Reporting: .....	9
3.4. Support Services .....	9
3.4.1. Operations Services: .....	9
3.4.2. Technical Support Service:.....	9
3.4.3. User Documentation:.....	10
PART 4. - VENDOR RESPONSE FORMAT .....	11
4.1. Introduction.....	11

4.2. Vendors Background Information.....	11
4.2.1. Trading Name and Registered Business Address.....	11
4.2.2. Office Locations .....	11
4.2.3. Brief description of the company .....	11
4.2.4. Number of years in Business.....	11
4.2.5. Executive Team .....	11
4.2.6. Gaming License(s).....	11
4.2.7. Adherence to Industry Standards .....	11
4.3. Vendor Submission .....	12
4.3.1. Key Team Members .....	12
4.3.2. General Experience .....	12
4.3.3. Game Content Offering.....	12
4.3.4. Game Features .....	13
4.3.5. Game Content Management .....	13
PART 5. – PRICING .....	14
5.1. Introduction.....	14
5.2. Duration of the Price Proposal .....	14
5.3. Form of the Price Proposal.....	14
5.3.1. Compensation Metrics:.....	14
5.3.2. Pricing Mechanism: .....	14
5.4. Pricing and Scoring of Options.....	14
5.4.1. Baseline Price:.....	14
5.4.2. Offered Options:.....	14
5.5. Price Quotation Sheet .....	15
5.5.1. Baseline Pricing .....	15
5.5.2. Offered Options Pricing: .....	15
PART 6. – PROPOSAL EVALUATION AND CONTRACT .....	16
6.1. Introduction.....	16
6.2. Evaluation Committee and NVLM Director .....	16
6.3. Proposal Scoring .....	16
6.3.1. Criteria and Weights (Available Points):.....	17
6.4. Negotiations and Award .....	17

# **PART 1. – RFP CONTENT**

## **1.1. Introduction**

The National Video Lottery of Republic of Macedonia ("NVLM") is issuing this Request for Proposal (the "RFP") to invite interested VLT Gaming System – VLT Verticals Provider ("Vendor") to submit offers for cooperation and to implementation of various game content into an Video Lottery Terminals Gaming System (the "VLT Gaming Solution" or "Solution") which is a backend technology platform, operations management and support services as well as an array of game content from multiple Vendors. The Solution may at some point in the future integrate with future VLT system which does not currently exist and is not included in this RFP.

Vendor is required to work with the Primary Vendor, integrating their respective products and services into the Primary Vendor's Backend Platform as well as assist the Primary Vendor in managing the Solution on behalf of NVLM.

As part of the Proposal evaluation, NVLM places great importance on the ability to 'go live' in a timely manner with a compelling array game content supported by best of breed products and services. As such, Vendors will be evaluated on their existing distribution and integration experience. Importance will be placed on game titles that have a solid track record in the gaming sector.

## **1.2. Readiness for Production and Delivery**

NVLM requires that the software, technology or services proposed in the RFP already be operational in a European VLT gaming environment, with the exception that equivalent or improved newer releases/models or newly launched games are acceptable. NVLM will not consider or accept major configuration items that are at the specifications or conceptual stage, early in development, or are products only announced but not yet engineered and ready for manufacture and delivery.

## **1.3. Proposal Clarification Process**

NVLM may request clarifications from Vendors for the purpose of resolving ambiguities or questioning information presented in the Proposals. Clarifications may occur throughout the Proposal submission review and/or the Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to NVLM within the time stipulated at the occasion of the request. Clarifications are for the purpose of resolving ambiguities and improving the understanding of NVLM regarding a Proposal. In no case does the clarification or any other process permit revision or supplementation of the Proposal offerings after submission. Clarifications are an opportunity to explain, but not enhance, the Proposal.

## **1.4. Proposal Cancelation, Rejection or Selection**

NVLM reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. NVLM makes no commitments expressed or implied, that this process will result in a business transaction with any Vendor.

NVLM reserves the right to reject any or all Proposals, to advertise for new Proposals, to arrange to receive or itself perform and obtain the services and goods to be obtained hereunder, to abandon the need for such goods and services, or to award in whole or in part a Contract deemed to be in the best interests of NVLM.

This RFP does not constitute an offer by NVLM. Vendor's participation in this process may result in NVLM selecting a Vendor to engage in further discussions and negotiations towards the execution of a Contract. The commencement of such negotiations does not, however, signify a commitment by NVLM to execute a Contract nor to continue negotiations. NVLM may terminate negotiations at any time and for any reason, or for no reason.

## **1.5. Proposal Tenure**

Proposals must remain valid for a period of six (6) months. Proposals remaining valid less than this timeframe may be rejected. NVLM reserves the right to ask for an extension of time if needed.

Vendors shall be strictly held to the terms contained in their Proposals. The contents of this RFP and the Proposal will become contractual obligations, if a Contract ensues. Failure of the Vendor to accept these obligations will result in cancellation of the Contract award.

## **1.6. Offered Options**

An Offered Option is not identified in this RFP but may be identified by the Vendor and included in the Proposal. Vendors may offer options that NVLM may not have been aware of at the time the RFP was written. NVLM makes no commitment to quantity or timing for acquisition of Offered Options. NVLM is not obligated to consider an Offered Option a benefit.

## **1.7. Applicable Laws and Procedures**

The RFP, the Vendor Proposals, the resulting Contract and the processes associated with the procurement shall be governed by the laws of the Republic of Macedonia. With respect to any and all legal action or proceedings arising under this RFP or any Contract resulting thereunder, a Vendor, by submission of a Proposal, consents to the venue and jurisdiction of all courts of the Republic of Macedonia which is the place of the issuance of this RFP, the place where a Contract will be executed, and the principal place where the obligations of the Vendor to NVLM are to be performed.

In submitting a Proposal, Vendors certify that they comply with all Republic of Macedonia laws applicable to its activities and obligations.

If a Vendor fails to comply with the above obligations, NVLM reserves the right to disregard the Proposal, terminate the Contract, or consider the Vendor in default.

The Contracting Vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Republic of Macedonia laws, local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

## **1.8. Organizations Ineligible to Bid**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the Republic of Macedonia for any reason is ineligible to respond to the RFP.

## **PART 2. - TERMS AND CONDITIONS**

### **2.1. Introduction**

This section describes the terms and conditions that apply to the procurement and which will become part of the Contract executed pursuant to this RFP. By submission of a Proposal, all Vendors agree to the Terms and Conditions contained herein.

The Successful Vendor(s) will be required to enter into a written agreement with NVLM. Vendors will be required to sign the Contract for all procured services, and may be required to sign additional agreements.

The Contracting Vendor(s) will be expected to enter negotiations with NVLM, which will result in a formal Contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Vendor's response to this RFP will be incorporated as part of any formal Contract.

If the Vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Vendor. Such Vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

### **2.2. Vendor Responsibilities**

The Vendor will be required to assume responsibility and liability for delivery, installation and maintenance of all equipment, software, support services, and all contractual activities offered in its Proposal and for the provision of all other goods and services offered in or acquired by its Proposal, and will directly make such representations and warranties to NVLM, to which NVLM and the Vendor may agree, whether or not the Vendor is the manufacturer, product or direct provider of the equipment, software or services.

Vendor shall contract directly with NVLM, and shall accept full responsibility for and will be liable to NVLM for any subcontractors. To the extent that Vendor is required to contract directly with the Primary Vendor, the Vendor shall negotiate in good faith and shall be responsible for its subcontractors on matters that relate between the Vendor and the Primary Vendor.

### **2.3. Subcontractor Approval**

Any proposed subcontractors shall be subject to the prior written approval of NVLM. Subcontractors that provide significant or critical functions are subject to background checks of personnel and principals.

### **2.4. Vendor Error Liability**

A Contracting Vendor will be liable for any specific and definite financial obligations arising as a result of errors and faults by the Contracting Vendor's staff, agents, subcontractors, Game Content Vendors' systems. These cases include, but are not limited, to bet offerings and limits, database and reporting errors, financial transaction errors, bonus leakage, game related result errors as well as general errors with the code, other software and hardware.

### **2.5. Patented Materials and Processes**

A Successful Vendor shall only provide for the use of any patented design, material or processes to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of any necessary agreements with NVLM. A Vendor shall save and hold harmless NVLM, the Director, NVLM staff and agents from any and all claims arising out of the use of such patented design, material or process in connection with the work agreed to be performed under this Contract.

Should patentable or licensable designs, materials or processes arise from the Vendor's work under this Contract, the Vendor shall retain the rights to possess, develop and commercialize such items.

NVLM shall be granted the right or license to employ said items indefinitely in the execution of Lottery business; however, NVLM shall not license, distribute or otherwise commercialize such items.

## **2.6. Use of Copyrighted or Trademarked Material**

A Successful Vendor shall have the obligation to ensure that use of materials does not infringe on copyright, trademark, or other intellectual property rights of third parties. This may require the Vendor to obtain permission for use, including payments made for such, to third parties. In particular, the Successful Vendor is required to pay all franchise and/or licensing fees for use of such material including game content employing symbols or names involving intellectual property rights to third parties.

If it is determined that use of certain materials constitutes infringements, then the Vendor is obligated to obtain permission or to cease such infringing use and provide NVLM with an equivalent product. The Vendor must indemnify NVLM from any damages sought as a result of the infringement.

Intellectual Property fees for third-party products, logos, trademarks, brands or labels that a Vendor deploys in the Solution under the Contract shall be included in the price. A Vendor may not separately charge NVLM an Intellectual Property fee for any items owned by the Contracting Vendor.

## **2.7. Exclusive Use of the Transaction Processing Systems**

Use of a Vendor's hardware and software configuration that processes transactions for NVLM must be exclusive to NVLM. Transactions from other sources shall not be commingled with other wager transactions of NVLM.

## **2.8. Hosting and Data Requirements**

Vendors are required to abide by laws and policies mandated by the Republic of Macedonia. As such, Vendor(s) are required to maintain a primary and backup facility that shall house all confidential player information. Such confidential player or customer information shall include, but is not limited to, personal data (e.g. individual records, personal identifiers or other customer specific information), financial data (e.g. credit card information, bank accounts), or any other sensitive detailed information.

All hosting and backup services must abide by Republic of Macedonia law, with the goal of allowing the Vendor to select the most cost effective service within that criteria.

The location of the primary and backup hosting facilities shall be sufficiently distanced from one another to ensure the maximum integrity of the Solution, and as such shall be subject to NVLM approval.

## **2.9. Compliance with Industry Standards Associations**

All services, products, systems, and procedures to be employed by any Vendor must comply with the issue of standards current at the time of Contract performance as issued by any association—such as International Organization for Standardization (“ISO”), Payment Card Industry (PCI) and Data Security Standards (“DSS”), Telecommunication Industry Assoc. (“TIA”), etc.

## **PART 3. – TECHNICAL BACKGROUND INFORMATION AND SPECIFICATIONS FOR THE VLT GAMING CONTENT**

### **3.1. Introduction**

This section describes the products and services specifications for NVLM VLT Gaming System and Services (the “Solution”). All Vendors must be capable of meeting the requirements to the extent the specifications relate the Vendor’s product offering as well as adhere to Technical standards required by the laws of Republic of Macedonia.

#### **3.1.1. Operating Hours:**

The ability to accommodate twenty-four (24) hour-a-day operation is required by NVLM.

### **3.2. Game Software Requirements**

#### **3.2.1. Game Software Certification:**

All game software must be approved and certified by an independent testing laboratory. Vendors will be responsible for the costs of independent testing.

#### **3.2.2. Randomness Testing:**

For all games offered that offer an element of chance, the Vendor shall provide evidence of randomness in the game play. This evidence shall be capable of being tested and verified. NVLM requires the Vendor to store game outcomes for the purpose of conducting periodic output based randomness testing. Such testing will be at the discretion of NVLM.

#### **3.2.3. Continuation of the Game Malfunction:**

Each game must be capable of continuing the current game with all current game features after a game malfunction is cleared. The current wager and all credits appearing on the player screen prior to the malfunction must either remain active or returned to the player.

### **3.3. Software Security and Control Features**

The Solution must provide particular features and functions to meet requirements for secure and efficient operation.

#### **3.3.1. Transaction Logging:**

All processing activities are to be recorded immediately on multiple electronic media. Backup, recovery and redundancy features will be supported using these log files for recovery, if necessary. The transaction logging process includes periodic checkpoints.

#### **3.3.2. Event (Game) Recording:**

All game processing activities, including play, winning events, other play related transactions, error conditions and operating system messages are recorded immediately so that these data are available to access by NVLM.

#### **3.3.3. System Auditing:**

The Solution can be audited for appropriate usage and freedom from error.

#### **3.3.4. VLT Clock Reporting:**

The VLT slot system shall maintain an internal clock that accurately reflects the current time (in hours, minutes and seconds) and date that shall be used to provide for the following:

- Time stamping of significant events;
- Time stamping of reports;

- Reference clock for reporting;
- Time stamping of configuration changes.

If multiple clocks are used, then a means shall be provided that will update all clocks in devices attached to the system, including the gaming devices, at least once in each 24-hour period.

### **3.3.5. Unique Transaction Number:**

The serial number assignment method used by the Vendor must account for the fact that transactions may reside for an extended period in the System.

### **3.3.6. Transactions Protected:**

The Solution must ensure that transactions cannot be tampered with. NVLM reserves the right to review any and/or all System narratives, source program listings and operational procedures to ensure data and System integrity.

### **3.3.7. Game Application Monitoring:**

Real-time monitoring of transactions must be provided. NVLM shall receive immediate notification of abnormal System operations and their causes, such as selling or cashing problems, communication difficulties, computer downtime, etc.

### **3.3.8. Configuration Management:**

The Solution shall operate under a defined procedure for changes to documentation, procedures, specifications, program source and object code, and other major System components. Strict performance according to principles of configuration management is required:

1. Solution components shall have version or release numbers, or model and serial numbers.
2. Components shall be traceable, identifying the history, use, and location of a component.
3. The System must provide reports showing when and by whom a change was made and must avoid multiple update conflicts.
4. The Solution shall have the ability to produce a configuration status report or listing.
5. A Contracting Vendor manages procedural and system controls such that only approved changes, on an approved schedule, can be made.

### **3.3.9. Reporting:**

Authorized NVLM personnel may research transactions and operations when required for both standardized and ad-hoc reports. The database/System log will include detailed records of transactions. Reports on transaction log entries must allow standard queries and sorts as well as time stamping. Such reports may be accessed by all authorized employees of NVLM and other authorized individuals. Such reports shall be accessible via secure remote access.

## **3.4. Support Services**

The Vendor is required to provide NVLM twenty-four (24) hour-a-day support services as described below.

### **3.4.1. Operations Services:**

The Vendor shall provide operations and monitoring services. These duties shall include System monitoring, report generation, file backups, start-up and shutdown tasks and various operational procedures to enable the correct operation of the System, including System recoveries.

### **3.4.2. Technical Support Service:**

The Vendor is required to provide timely and committed fulfillment of NVLM requests for technical support and changes. The Vendor's Proposal must demonstrate the ability to deliver systems and software engineering support services for System management, System error correction, changes to NVLM's business rules and requirements.

### **3.4.3. User Documentation:**

Quick reference guides on the correct procedures are required. Such documentation must contain, at a minimum, information and instructions on, obtaining and using the reports, adjustments and other required documentation.

The Vendor shall update training materials and any user and player documentation. Copies shall be supplied to NVLM by two (2) weeks prior to the start date of any change.

## **PART 4. - VENDOR RESPONSE FORMAT**

### **4.1. Introduction**

Each of the sections below should be answered in full. To the extent any section below does not require an answer, Vendor shall indicate a willingness or ability to comply with such statement. If the Vendor does not comply, please explain.

### **4.2. Vendors Background Information**

This section should be completed individually for each company that is named in the Proposal as well as each significant subcontractor.

#### **4.2.1. Trading Name and Registered Business Address**

Provide the registered name as well as any trading name. If applicable, provide the primary function for each of the trading names. Also include the jurisdiction of incorporation if different than registered business address.

#### **4.2.2. Office Locations**

Provide details about each of the Vendor's offices or facilities:

1. Name of subsidiary (if different than Corporate).
2. Office Address.
3. Primary business function (e.g. sales, development, operations, customer services).

#### **4.2.3. Brief description of the company**

Give a description of the Vendor's operation of business, specifically highlight the products or services the Vendor is proposing for this RFP process. Please be specific as it relates to Vendor's business to assist NVLM in understanding the Vendor's lead unique selling point (USP).

#### **4.2.4. Number of years in Business.**

Provide the total number of years in business. In addition, provide the number of years in specifically in the VLT gaming business if different from total years in the business.

#### **4.2.5. Executive Team**

Provide the Name, Title and Tenure with the company of each of the offices and directors in the company.

#### **4.2.6. Gaming License(s)**

4.2.6.1. Total Gaming Licenses: Provide the total number of gaming licenses, by country and/or region as well as by license type (operator, supplier, services).

4.2.6.2. Gaming License(s): Name of each license, by jurisdiction for those that relate to VLT Gaming only.

1. Provide a copy of all licenses.
2. Specific products and services that are licensed, by jurisdiction.
3. Year in which each license was obtained.
4. Certification company, if any, that conducted the product or services certification testing. Provide a copy of all certifications.

#### **4.2.7. Adherence to Industry Standards**

List, describe and demonstrate proof of industry standards that the Vendor adheres to ensure best practices for international standards associations. (e.g. ISO, PCI, DSS etc.)

### **4.3. Vendor Submission**

NVLM intends to offer game content from a number of selected Vendors. The criteria will evaluate the quality and experience of the Vendor. Preference will also be shown to game titles that players in and its surrounding countries may be familiar with on a brand name basis.

Vendors are asked to respond to each question.

NVLM is responsible for the game selection and has established a set of criteria for such game selection. Evaluation for Vendor selection may be based on a number of principles including experience in developing successful VLT games, branded or themed games offered, total number of games available by a Vendor, type of game from a specific Vendor that may or may not be patented (e.g. patented table games) as well as the number of games available on the gaming floor. With regard to evaluation of the specific games offered by the Vendors, selection criteria cover areas such as game features (free spins, intricacy of bonus rounds, game preview, audio, video or game animations), quality of the graphs/video and audio, pay table or return to the player, game volatility.

#### **4.3.1. Key Team Members**

Vendors must identify the Key members of their team with primary responsibility for the management and integration of their games into the VLT Gaming Solution. Include the main contact for NVLM as well as business function responsibility such as customer service, technology development, product development marketing services, operations management, game development, network management, product management, etc. Vendors should include each key member's:

4.3.1.1. Name

4.3.1.2. Company and title \*

4.3.1.3. Duration with current company\*.

4.3.1.4. Years employed in the VLT gaming sector.

4.3.1.5. Prior roles in the VLT Gaming sector (including company and title)

4.3.1.6. Current resume.

4.3.1.7. Other relevant information.

\* If title has changed while with the company, list each title and associated years in that role.

#### **4.3.2. General Experience**

4.3.2.1. Product Implementation History: Describe the time it takes to complete a standard game content integration for a newly regulated market. Please make the example as relevant as possible to VLT Gaming Solution.

4.3.2.2. New Game Releases: If applicable, describe how new games are supplied and how often new games are released.

#### **4.3.3. Game Content Offering**

NVLM prefers Vendors that have both extensive experience of integration as well as well-developed product breadth. List the games that are currently available by the Vendor for VLT gaming. List the game/titles and provide as much detail as possible to the below items.

Game Type (e.g. betting, casino table, video lottery, mini/side game, bingo, poker, live casino, scratch, skill etc.).

- 4.3.3.1. Game payout ratios or average rake.
- 4.3.3.2. Release date.
- 4.3.3.3. Release number.
- 4.3.3.4. Platform available: Web, mobile, Facebook, Linux, etc.
- 4.3.3.5. List any third party IP that is associated with the game (i.e. Franchised (branded) or a other 3rd party IP).
- 4.3.3.6. Owner/Developer of game (if licensed, if proprietary then respond 'proprietary')
- 4.3.3.7. The number of backend platforms the games are integrated with.
- 4.3.3.8. The number of operators that have licensed or offer the Vendor's games.
- 4.3.3.9. List the names of the independent certification companies that have approved the games/RNG. Specify for which jurisdictions if appropriate.
- 4.3.3.10. Denote if currently available in a land based gaming environment (and if yes, indicate if deployed in or any surrounding state).
- 4.3.3.11. Game user manual and rules book for every game offered.

#### **4.3.4. Game Features**

- 4.3.4.1. Describe the volatility of the Vendor's Video Lottery games.
- 4.3.4.2. Describe how the video, audio, quality of graphics and game speed compares to that of other Video Lottery Game.
- 4.3.4.3. Describe the unique selling point or differentiator the Game Content Vendor's Games offer relative to other solutions in the market.
- 4.3.4.4. Liquidity Division: Describe the capability to offer multiple network liquidity networks, i.e. the ability for players to participate in games across larger networks (international).
- 4.3.4.5. Jackpots: Describe multiple Jackpot management features like: multiple Jackpots per site; stand alone, local and wide area Jackpots; multiple Jackpots in wide area; multiple Jackpot levels; Jackpot win animation and audio e.t.c.

#### **4.3.5. Game Content Management**

- 4.3.5.1. Game Content Management Tools
  - 4.3.5.1.1. Describe the Game Content Vendor's back-office module used to assist in managing player activities.
  - 4.3.5.1.2. Describe the degree of control NVLM will have over the game parameters. Also describe if this differs for games from third party developers.
  - 4.3.5.1.3. Describe the reporting capabilities of the Vendor. Provide a sample of standard available reports.
- 4.3.5.2. Game Customization
  - 4.3.5.2.1. Describe the process for NVLM to customize the game. Is customization available within a supplied module, or does NVLM need to revert to Game Content Vendor's resources in order to customize the game.
  - 4.3.5.2.2. Provide examples of games that have been customized for the various operators.

## **PART 5. - PRICING**

### **5.1. Introduction**

This section describes the manner in which the Vendors will submit pricing for NVLM's consideration.

### **5.2. Duration of the Price Proposal**

The Price Proposal must be valid for six (6) months.

### **5.3. Form of the Price Proposal**

The Vendor will acknowledge that this is the only form of compensation it will receive under a contract resulting from this RFP. The Vendor must submit pricing in the following format.

#### **5.3.1. Compensation Metrics:**

Pricing may be provided as a percentage of Net Gaming Revenue. (NOTE: for the purposes of the RFP, Net Gaming Revenue shall be defined as Gross Gaming Revenue less player payouts less free bets and all other promotional play less chargebacks less taxes.)

#### **5.3.2. Pricing Mechanism:**

For products and services not specified in this RFP, the Vendor is encouraged to propose innovative functions, features, services, and solutions to NVLM, called Offered Options. These Offered Options must be clearly noted in the Technical Proposal (although without pricing information) and their corresponding prices listed in the Price Proposal as separate line item.

### **5.4. Pricing and Scoring of Options**

To make the evaluation tractable, the Evaluation Committee intends to score:

#### **5.4.1. Baseline Price:**

This is the pricing for specifications in this RFP.

#### **5.4.2. Offered Options:**

This includes suggestions described above by the Vendor not identified in this RFP.

Response Note: NVLM will not score Offered Options that are separately priced and designated outside of the Baseline Price as defined in the Vendor's Technical and Price Proposals. Such Offered Options may be considered at Contract negotiation time or later. Those Offered Options that are included within the Baseline price may or may not favorably influence the Vendor's Proposal score in the relevant technical section.

## 5.5. Price Quotation Sheet

### 5.5.1. Baseline Pricing

Vendors are required to quote the following items as a percentage of Net Gaming Revenue, carried to four (4) decimal places. TBD pricing is not allowed.

All products are based on Net Gaming Revenue. Pricing discounts based volume and/or Net Gaming Revenue is permitted; however, it is expected that the Vendor is offering most competitive rate in the Vendor's Proposal.

Fee	Price Offer
<b>Game Content fee % of Net Gaming Revenue</b>	
<b>System maintenance fee % of Net Gaming Revenue</b>	
<b>Hosting and communication fee (if applicable)</b>	

### 5.5.2. Offered Options Pricing:

The Vendor may attach sheets for any Vendor-offered optional items. Clearly identify the items offered and the terms under which they are offered. Vendors are not required to submit any Offered Options. To Be Determined (TBD) pricing is permitted.

## **PART 6. – PROPOSAL EVALUATION AND CONTRACT**

### **6.1. Introduction**

This section describes the evaluation process that will be used to determine which Proposal provides the greatest overall benefits to NVLM. The ability of NVLM to evaluate a Vendor's Proposal is dependent upon the completeness and proper submission of the Proposal. The failure of a Vendor to provide information requested by this RFP, to submit according to the required format, or to respond appropriately to a clarification request or demonstration request, may result in rejection of the Vendor's Proposal or reduction in scoring during the evaluation.

### **6.2. Evaluation Committee and NVLM Director**

NVLM intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. In making this determination, NVLM will be represented by an Evaluation Committee ("the Committee"). The Committee will evaluate each Proposal that is properly submitted by a Vendor. The Evaluation Committee shall make a recommendation regarding the award to NVLM Director, who shall have final authority to award a contract to the Successful Vendor in the best interests of NVLM and the Republic of Macedonia.

The Committee shall determine which Vendors meet the minimum requirements pursuant to selection criteria of the RFP.

The Evaluation Committee reserve full discretion to determine the competence and responsibility, professionally and/or financially, of Vendors. The Evaluation Committee may contact any Vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request. Vendors are to provide in a timely manner any and all information that the Evaluation Committee and they may deem necessary to make a decision.

### **6.3. Proposal Scoring**

Each of the technical and price factors will be graded by the Evaluation Committee based on its best professional judgment, considering all Proposal text, clarifications, reference checks, and any presentations, interviews, demonstrations, and qualified sources of information.

A weighted scoring system will be used. The weighted scoring system will provide numerical scores that represent the Committee's assessments of the relative merits of the Proposals. The scores will be used to develop a preference ranking based on price factors. The scoring approach will involve grading price offer criteria, multiplying the grades by the weights available for each, and then summing up. Lower price fee quotation will represent higher point score.

The Evaluation Committee shall assign up to the maximum number of points for each Criteria to each of the proposing Vendor's Proposals. All assignments of points shall be at the sole discretion of the Evaluation Committee.

The Proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined to be essential for use by the Committee in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Evaluation Committee's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

The Committee reserves the right to:

- Reject any and all Proposals or portions of Proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in Proposals received.
- Request modification to Proposals from any or all Vendors during the contract review and negotiation.

- Negotiate any aspect of the Proposal with any Vendor and negotiate with more than one Vendor at the same time.
- Select more than one Vendor.

**6.3.1. Criteria and Weights (Available Points):**

The total score for evaluation purposes is 150 points. A breakdown of the Pricing Proposal is found below.

<b>Criteria</b>	<b>Max.Score</b>
Game Content Fee	60
Maintenance Fee	30
Hosting Fee	10
<b>Total</b>	<b>100</b>

**6.4. Negotiations and Award**

The Evaluation Committee based on their review of the Proposal and their analysis of the evaluation criteria shall recommend to NVLM Director, the Vendor or Vendors with whom he should consider negotiating. NVLM Director may negotiate with one or more Vendors concurrently and may, at his discretion, terminate negotiations with any or all Vendors. NVLM Director shall have final authority to award a contract to the Contracting Vendor in the best interests of NVLM.

In performance of any contract awarded pursuant to this RFP, all Vendors will be required to comply with all applicable local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the Successful Vendor.

Upon the final Decision for fulfilment of the conditions for business collaboration, the selected participant in the public announcement shall be obliged to sign a business collaboration contract, within 15 days from delivery of the award.

Successful Vendor business collaboration contract shall be certified by a notary public, at the expense of the Vendor.