



ASSET INVESTMENT  
RECOVERY  
A BRANCH *of* SHARED SERVICES BC

# Offer to Purchase

## NAME OF OFFER

Electronic Kiosk Equipment

## OFFER NUMBER

OTP 2014856

## ISSUE DATE

Monday October 12th 2020

## CLOSE DATE/TIME

Friday October 23rd 2020

Prior to 3:00 PM

Pacific Time (PT)

## Asset Investment Recovery Contact

Paul Kelly

Phone: (604) 218-3562

E-mail: [AIR.BIDS@gov.bc.ca](mailto:AIR.BIDS@gov.bc.ca)

This document is comprised of Asset Investment Recovery, BCLC and BC Lottotech International Inc. proprietary information and is provided solely for the Bidder's use in preparing a response to the OTP.

## 1 INTRODUCTION

Asset Investment Recovery (AIR), a business unit within the Government of British Columbia's Ministry of Technology, Innovation, and Citizen's Services, has been engaged by the British Columbia Lottery Corporation (BCLC) to help manage surplus gaming assets. A large component of this role is the resale of gaming devices including slot machines.

From time to time, BCLC has assets that require disposal, some of which can be re-used by the general public or a select group of qualified bidders ("**Bidders**").

Asset Investment Recovery ("**AIR**") is accepting purchase offers ("**Offers**") from Bidders for the electronic kiosk equipment (the "**Goods**"), described in this Offer to Purchase ("**OTP**").

### 1.1 OFFERS

- Offers must be sent to [AIR.BIDS@gov.bc.ca](mailto:AIR.BIDS@gov.bc.ca) Please quote **OTP 2014865**  
Electronic Kiosk Equipment

Offers must be received by e-mail prior to the closing date and time – **Friday October 23rd by 3:00 PM Pacific Time.**

Your Offer shall be binding upon you for 60 days, unless otherwise specified by AIR.

AIR's Offer terms & conditions set out in Section 3 apply to all Offers.

**All Offers must be stated in Canadian dollars (CAD).**

A deposit is not required.

AIR reserves the right to accept Offers at its sole discretion. For further clarity, AIR shall not be bound to accept the highest Offer or any Offer.

AIR reserves the right to reject any or all Offers or to negotiate partial sales, pricing, terms and conditions with any Bidder without the duty to inform other Bidders.

AIR further reserves the right to collapse this OTP at any time and not proceed with the sale of the Goods.

By submitting an Offer, Bidders agree that they will meet the requirements of this OTP and will comply with all terms and conditions herein.

Bidders may submit an Offer for the Goods as a total package.

Questions concerning this OTP may be emailed to [AIR.BIDS@gov.bc.ca](mailto:AIR.BIDS@gov.bc.ca) quoting, "**OTPP 20148654 Electronic Kiosk Equipment**", in the subject line.

## GOODS GOODS DESCRIPTION

- 2 2.1 This sale consists of a total of 51 units - packaged on 26 pallets with a total approximate weight of 115,000 LBS of kiosk equipment as follows: 10 units have similar damage on sides due to packing straps. See photos for details.

**Monte Carlo with DataCard Printer - BCLC (Upgraded PC)**

<b>Material:</b>	16 Gauge Steel
<b>Paint:</b>	Powder Coat
<b>Dimensions:</b>	24" x 23" x 78"H
<b>Weight:</b>	Depends on components
<b>Cooling:</b>	High volume/low noise cooling fan
<b>Speakers:</b>	Amplified Stereo Speakers
<b>Power:</b>	Internal power strip (110V)
<b>Packing:</b>	Pallet & cardboard per kiosk
<b>Special Features:</b>	ADA Compliant, Dual security locks Topple resistant base plate with ability to bolt to ground
<b>Color:</b>	Single color (Black, White, Silver, Red, Yellow or Blue)
<b>Warranty:</b>	1 year parts and labor
<b>Lead Time:</b>	8-10 Weeks

**Kiosk Hardware Specifications:**

Dell OptiPlex 7040SFF, i7-6700, 8GB RAM, 256GB SSD, Radeon R5 340X 2GB Video Card,  
Dual Video with Display Port cable, Windows 10 64 bit (downgrade to 8.1)  
22" Elo 2293L Rev. B IntelliTouch (SAW) Touchscreen (16:9 1920 x 1080)  
Upper 22" LCD Display (16:9)  
Programmable LED Lights on kiosk enclosure  
1400002, Service keyboard with Trackball  
Boca Lemur K Printer  
Tokenworks ID Wedge with BT disabled Scanner for Driver's License scanning  
DataCard CD800 Card Printer with OpenCard format and single side card printing,  
1 tray (100 card capacity), mounting solution and drop box

The Goods are located at AIR Surrey warehouse located at 8307 130<sup>th</sup> Street, Surrey BC V3W7X4.

Note: AIR has the right to sell the Goods, inclusive of any software contained in the Goods. Notwithstanding the foregoing, transfer of ownership of the Goods does not transfer any ownership in the third party intellectual property contained in the Goods, which remains at all times with such third party. Bidder understands and agrees that purchase of the Goods does not purchase any license, warranty, or service agreement with respect to the third party intellectual property.

## 2.2 SITE VISITS

Equipment viewing available by appointment only, please contact **Paul Kelly (604) 218-3562** or by email at [paul.kelly@gov.bc.ca](mailto:paul.kelly@gov.bc.ca)

## 2.3 PAYMENT

Preferred payment is via bank draft in Canadian funds, within 10 business days after award and in advance of collection of Goods. Other acceptable methods of payment are Electronic Funds Transfer (EFT). Product will not be released until full payment has been received and / or the EFT is cleared – Please note, clearance of EFT funds can take up to 15 plus business days after payment is received at our financial institution.

## 2.4 GOODS COLLECTION

The Goods must be picked up at the address indicated above, within 30 days of award, unless otherwise agreed to by AIR. Items are F.O.B. Asset Investment Recovery unless otherwise noted

## 2.5 OFFER

- 2.5.1 Submit your Offer for the electronic gaming equipment (slot machines) listed in Appendix 1, as a complete package.

**TERMS AND CONDITIONS**

**CONDITIONS OF SALE OFFER TO PURCHASE - GENERAL**

**EXCEPT AS MAY BE NOTED ON THE OFFER TO PURCHASE THE FOLLOWING CONDITIONS OF SALE SHALL APPLY:**

**1 WITHDRAWAL**

ASSET INVESTMENT RECOVERY RESERVES THE RIGHT TO WITHDRAW FROM THE SALE ANY PROPERTY WHICH HAS NOT BEEN REMOVED BY THE PURCHASER WITHOUT INCURRING ANY LIABILITY EXCEPT TO REFUND TO THE PURCHASER THE AMOUNT OF SUCH PROPERTY.

**2 CONDITION OF PROPERTY**

THE PROPERTY IS OFFERED FOR SALE "AS IS, WHERE IS". THE DESCRIPTION OF THE PROPERTY IS BASED ON THE BEST INFORMATION AVAILABLE TO ASSET INVESTMENT RECOVERY. HOWEVER, UNLESS SPECIFICALLY PROVIDED IN THE OFFER TO PURCHASE, ASSET INVESTMENT RECOVERY MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE QUANTITY, KIND, CHARACTER, QUALITY, WEIGHT, SIZE OR DESCRIPTION OF ANY OF THE MATERIEL OR ITS CONDITION OR FITNESS FOR ANY USE OR PURPOSE.

**3 TITLE**

UNLESS OTHERWISE PROVIDED IN THE OFFER TO PURCHASE, TITLE TO THE PROPERTY SOLD HEREUNDER WILL TRANSFER TO THE PURCHASER AS AND WHEN THE PROPERTY IS REMOVED.

**4 CLAIMS**

THE PURCHASER SHALL NOT BE ENTITLED TO CONTEST THE ACCURACY OF ANY DOCUMENTS CONNECTED WITH THIS CONTRACT UNLESS NOTICE IN WRITING, SETTING FORTH PARTICULARS OF PURCHASER'S CLAIM, SHALL HAVE BEEN RECEIVED BY ASSET INVESTMENT RECOVERY WITHIN THIRTY (30) DAYS FOLLOWING THE ACCEPTANCE OF HIS/HER OFFER, OR WITHIN TEN(10) DAYS FOLLOWING REMOVAL OF THE PROPERTY IN RESPECT OF WHICH SUCH CLAIM IS MADE, WHICHEVER IS THE EARLIER. NO CLAIM WILL BE CONSIDERED UNLESS SUCH PROPERTY IS STILL HELD BY THE CUSTODIAN OR HELD ON THE PURCHASER'S PREMISES FOR INSPECTION BY A REPRESENTATIVE OF ASSET INVESTMENT RECOVERY.

**5 CONTRACT**

THIS OFFER TO PURCHASE FORM, TOGETHER WITH ASSET INVESTMENT RECOVERY'S SALES INVOICE, SHALL, WHEN EXECUTED, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PURCHASER AND ASSET INVESTMENT RECOVERY, AND TIME SHALL BE DEEMED TO BE OF ESSENCE IN ALL RESPECTS THEREOF.

**6 ACCEPTANCE**

SUCCESSFUL PURCHASERS WILL BE NOTIFIED IN WRITING, AND OR EMAIL WHEN THEIR OFFER(S) HAVE BEEN ACCEPTED. FINAL RELEASE ALL ARE SUBJECT TO CONFIRMATION OF THE FINAL DESTINATION OF THE PRODUCT.

## **7 ADJUSTMENTS**

IF, THROUGH WITHDRAWAL, LOSS OR ERROR, PROPERTY CANNOT BE DELIVERED TO THE PURCHASER, ASSET INVESTMENT RECOVERY'S LIABILITY SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE, OR SUCH PORTION THEREOF AS ASSET INVESTMENT RECOVERY MAY DETERMINE TO BE EQUITABLE.

## **8 PAYMENT**

BIDS AND PAYMENT ARE TO BE SUBMITTED IN CANADIAN FUNDS.

THE PURCHASER AGREES TO MAKE ANY PAYMENT OR BOND REQUESTED BY ASSET INVESTMENT RECOVERY IN ACCORDANCE WITH THE CONDITION OF SALE AS SET OUT IN THE OFFER TO PURCHASE. WHEN A DATE OF PAYMENT HAS NOT BEEN SPECIFIED WITHIN THE OFFER TO PURCHASE THEN PAYMENT SHALL BE MADE WITHIN 10 BUSINESS DAYS AS STATED ON THE SALES INVOICE AND PRIOR TO ANY REMOVAL OF ANY PROPERTY. THE PURCHASER AGREES THAT PAYMENT SHALL BE IN THE FORM OF

**CANADIAN BIDDERS:** THE FOLLOWING ARE DEEMED AS ACCEPTABLE PAYMENT METHODS: ELECTRONIC FUNDS TRANSFER (EFT) CANADIAN BANK DRAFTS, CANADIAN MONEY ORDERS, MADE PAYABLE TO THE MINISTER OF FINANCE.

**INTERNATIONAL BIDDERS:** THE FOLLOWING ARE DEEMED AS ACCEPTABLE PAYMENT METHODS: ELECTRONIC FUNDS TRANSFER (EFT), INTERNATIONAL BANK DRAFTS, MADE PAYABLE TO THE MINISTER OF FINANCE.

## **9 SOCIAL SERVICE TAX**

ALL SALES SHALL BE SUBJECT TO THE PROVINCIAL SALES TAX AT THE TIME OF SALE IN ACCORDANCE WITH THE SOCIAL SERVICES TAX ACT. G.S.T. WILL BE CHARGED WHERE APPLICABLE.

IT IS THE RESPONSIBILITY OF THE BUYER TO PAY APPLICABLE TAXES IN THEIR JURISDICTION IF APPLICABLE.

## **10 DUTIES / TARIFS / BROKERAGE FEES**

ASSET INVESTMENT RECOVERY IS NOT RESPONSIBLE FOR ANY DUTIES, TARIFFS OR BROKERAGE FEES INCURRED BY THE SUCCESSFUL BIDDER.

## **11 FAILURE TO REMIT PAYMENT**

IF FOR WHATEVER REASON THE SUCCESSFUL PURCHASER'S OFFER IS ACCEPTED BY ASSET INVESTMENT RECOVERY AND THE PURCHASER FAILS TO REMIT PAYMENT AND / OR REMOVE THE GOODS ACCORDING TO THE CONDITIONS OF SALE, HIS/HER NAME WILL BE REMOVED FROM THE BIDDERS LIST AND ASSET INVESTMENT RECOVERY WILL REFUSE ANY FURTHER OFFERS. THE BIDDER WILL HAVE CHOSEN TO FORFEIT THE ITEMS, AT WHICH TIME THEY WILL REMAIN WITH ASSET INVESTMENT RECOVERY TO BE RESOLD.

**12 REMOVAL**

UNLESS OTHERWISE PROVIDED IN THE OFFER TO PURCHASE, THE PURCHASER, UPON ACCEPTANCE OF HIS/HER OFFER BY ASSET INVESTMENT RECOVERY SHALL AT HIS/HER EXPENSE, PACK, LOAD, AND REMOVE THE PROPERTY WITHIN 10 BUSINESS DAYS AFTER RECEIVING NOTICE THAT THE PROPERTY IS READY FOR REMOVAL.

**13 FAILURE TO REMOVE**

SHOULD THE PURCHASER FAIL TO REMOVE THE PROPERTY IN ACCORDANCE WITH THESE CONDITIONS OF SALE, ASSET INVESTMENT RECOVERY, WITHOUT PREJUDICE TO ANY OTHER REMEDIES, MAY CANCEL THE CONTRACT WITHOUT NOTICE TO THE PURCHASER AND RETAIN AS LIQUIDATED DAMAGES ANY DEPOSIT OR AMOUNT PAID ON ACCOUNT OF THE PROPERTY. THE PURCHASER SHALL LOSE ALL CLAIM TO AND INTEREST IN THE PROPERTY AND MAY BE HELD RESPONSIBLE FOR ALL LOSS, COST AND EXPENSE INCURRED BY ASSET INVESTMENT RECOVERY DUE TO HIS/HER FAILURE OR DEFAULT.

**14 DAMAGE TO PROPERTY**

THE PURCHASER WILL BE RESPONSIBLE FOR ANY DAMAGE TO PROPERTY RESULTING FROM THE REMOVAL OF THE PROPERTY SOLD.

**15 LIABILITY**

ASSET INVESTMENT RECOVERY DOES NOT ASSUME ANY LIABILITY FOR INJURIES SUFFERED BY OR THE DEATH OF ANY PERSON, OR FOR ANY LOSS OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE INSPECTION, HANDLING, REMOVAL, USE OR DEMOLITION OF THE PROPERTY LISTED HEREIN, AND THE PURCHASER SHALL INDEMNIFY AND SAVE HARMLESS THE PROVINCE, ITS EMPLOYEES AND AGENTS IN ALL RESPECTS THEREOF.

**16 ARBITRATION**

ASSET INVESTMENT RECOVERY IS DEDICATED TO SUCCESSFUL NEGOTIATION WITH THE BIDDERS TO RESOLVE ANY CONFLICTS ARISING IN THE PERFORMANCE OF THIS PURCHASE TENDER. IN THE EVENT OF UNSUCCESSFUL INFORMAL NEGOTIATIONS, HOWEVER, THE FOLLOWING CLAUSE SHALL APPLY:

- I. ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS PURCHASE TENDER, SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION UNDER THE RULES OF THE BRITISH COLUMBIA INTERNATIONAL COMMERCIAL ARBITRATION CENTRE.
- II. THE APPOINTING AUTHORITY SHALL BE THE BRITISH COLUMBIA INTERNATIONAL COMMERCIAL ARBITRATION CENTRE.
- III. THE CASE SHALL BE ADMINISTERED BY THE BRITISH COLUMBIA INTERNATIONAL COMMERCIAL ARBITRATION CENTRE IN ACCORDANCE WITH ITS "PROCEDURES FOR CASES UNDER BCICAC RULES."
- IV. THE PLACE OF ARBITRATION SHALL BE VANCOUVER, BRITISH COLUMBIA.

**17 NOTICE AND TRANSFER OF END USER AGREEMENTS:**

CERTAIN RESTRICTED GAMING DEVICES CONTAIN MICROSOFT SOFTWARE AND REQUIRE THE SUCCESSFUL PURCHASER TO AGREE TO THE TERMS OF AN END USER LICENSE AGREEMENT RELATING TO SUCH SOFTWARE.

- 3.1 BY SUBMITTING AN OFFER THE BIDDER IS CONSENTING TO AIR'S USE OF THIS INFORMATION FOR THE ABOVE SPECIFIED PURPOSES. THE AUTHORITY FOR OBTAINING THIS INFORMATION FROM THE VENDOR COMPLIES WITH S.26(C) OF THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (BC).



**BID SUBMISSION SHEET**  
**OTP 2014654 Electronic Kiosk Equipment**

Date: \_\_\_\_\_

\_\_\_\_\_  
[Company Name]

\_\_\_\_\_  
[Address 1]

\_\_\_\_\_  
[Address 2]

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
[City] [State] [ZIP]

\_\_\_\_\_  
[Contact Email Address]

**By its authorized signatory:**

\_\_\_\_\_  
[Print name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Signature]

**Total Bid Amount in (CAD\$):** \_\_\_\_\_









