



# State of Minnesota Contract3

MSL Purchasing Order No.:

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This Contract is between the State of Minnesota, acting through its Executive Director of Minnesota State Lottery ("State") and [Contractor] whose designated business address is [Contractor's business address] ("Contractor"). State and Contractor may be referred to jointly as "Parties."

## Recitals

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1. State issued a solicitation identified as Crash Pole Covers\_RFB on 5/28/21 for the printing of crash pole covers ("Solicitation");
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

## Contract

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### 1. Term of Contract

1.1 Effective date. June 7, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date. July 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 1 year, in increments as determined by the State, through a duly executed amendment.

1.3 Contract Use. This Contract is not exclusive and shall not be construed as guarantying a minimum or maximum amount of usage.

### 2. Contractor's Duties

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

### 3. Representations and Warranties

3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law [the State is empowered to engage such assistance as deemed necessary.

3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

#### **4. Time**

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

#### **5. Compensation and Conditions of Payment**

5.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.

5.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

#### **6. Authorized Representative**

6.1 State's Authorized Representative. The State's Authorized Representative is Paul Altobell, Print Coordinator, 2645 Long Lake Rd, Roseville, MN 55113, 651-635-8261, paul.altobell@mnlottery.com, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance and the authority to accept the services delivered or goods received under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Contractor's Authorized Representative. The Contractor's Authorized Representative is [name, title] at the following business address and telephone number: [insert business address and telephone number], or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

#### **7. Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Contract Terms
- Exhibit B: Insurance Terms
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Price and Payment Schedule

Exhibit E: Sample Image

**1. State Encumbrance Verification**

*Not applicable per MSL statute 349A.10 subd 1; subd 3*

**3. State Agency – MN State Lottery**

***With delegated authority***

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**2. Contractor**

***The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.***

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

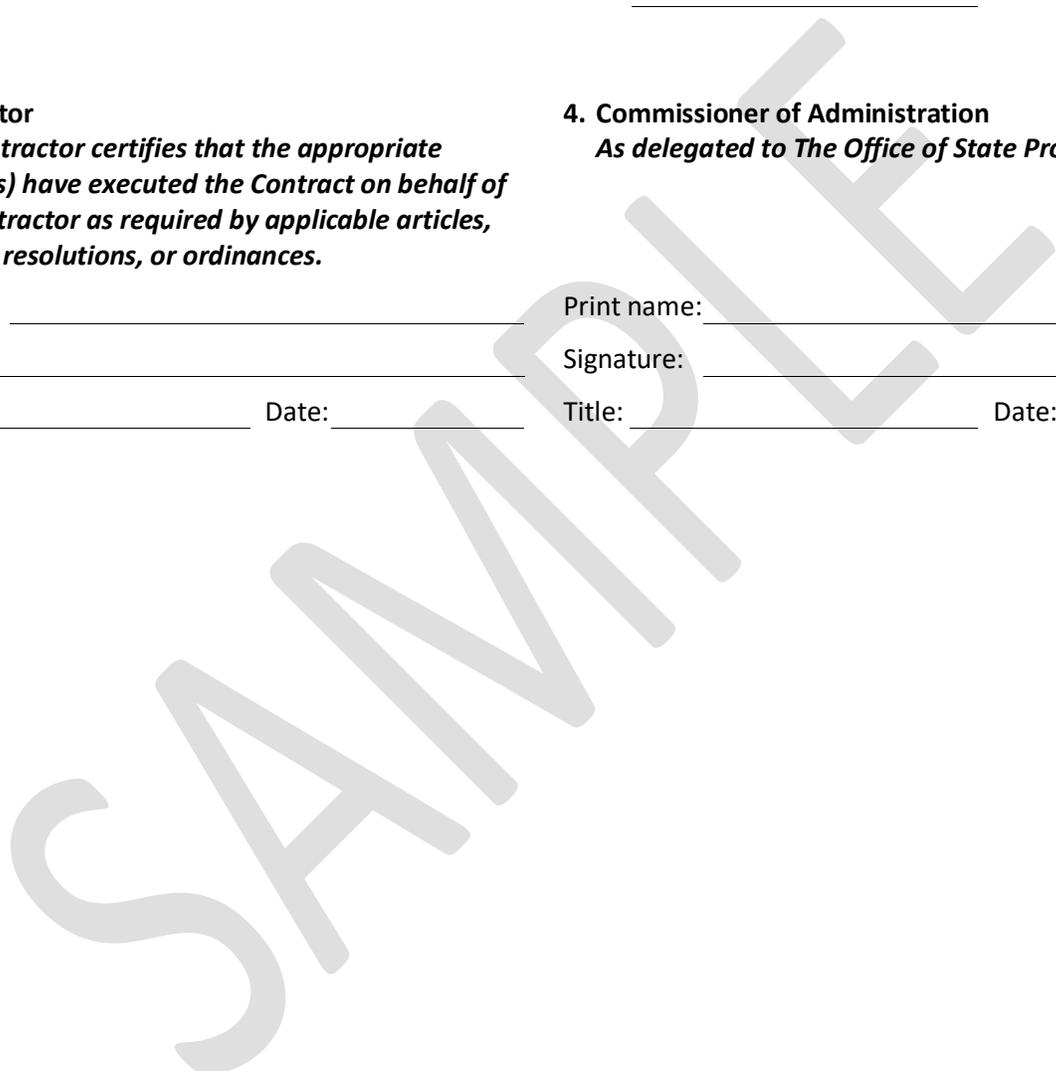
**4. Commissioner of Administration**

***As delegated to The Office of State Procurement***

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

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



## **Exhibit A: Contract Terms**

### **1. Prompt Payment and Invoicing.**

1.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

1.2 Invoicing. At a minimum the invoice must meet the requirements found on Exhibit D which provides a list of minimum invoice requirements.

### **2. Assignment, Amendments, Waiver, and Contract Complete.**

2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

### **3. Termination.**

3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days’ written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

3.2 Termination for Breach. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis,

for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

#### **4. Force Majeure.**

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

#### **5. Indemnification.**

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

#### **6. Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### **7. Contract Use by State Agencies.**

To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources.

#### **8. Warranty.**

The Contractor warrants to the ordering entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

All installation materials and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense.

**9. Delivery.**

Contractor is obligated to deliver within the quoted lead times. If delivery is not made within that time frame, the State reserves the right to deem the Contractor in default.

- Ideal delivery to be no later than June 30, 2021 unless mutually agreed upon in writing.
- To be Drop Ship to MSL Regional Offices
- Ship Flat. Label Cartons with Job Name, Item Number & Qty contained within.
- *Max carton weight 50lbs.*
- Drop Ship Breakdown:

**Crash Pole Covers Drop Shipping Breakdown**

Virginia • Region 1	80
Dt. Lakes • Region 2	80
Marshall • Region 3	20
Metro W • Region 4 (Roseville)	90
Owatonna • Region 5	32
Metro E • Region 6 (Roseville)	90
SE Reserve/MKTG (Roseville)	58
<b>Total:</b>	<b>450</b>

- Shipping Locations and regional office details:

<p><b>VIRGINIA Office</b>          Minnesota State Lottery 130 Chestnut St. Virginia, MN 55792          Phone: 218-748-2450          No Loading dock; send truck with power tailgate for pallet items. Driver may hand unload small, non-pallet shipments. Carrier's responsibility to get delivery inside of building. Contact stores clerk before delivery @ 218-748-2450. Deliveries must be completed by 4:00 p.m.</p>	<p><b>DETROIT LAKES Office</b>          Minnesota State Lottery 1641 Highway 10 West, Detroit Lakes, MN 56501          Phone: 218-846-0700          No loading dock. Truck delivery to side garage door. Carrier's responsibility to get delivery inside of building. Hours: 8 AM to Noon and 1 PM to 4 PM, delivery must be completed by 4 PM. Contact office before delivery @ 218-846-0700.</p>	<p><b>MARSHALL Office</b>          Minnesota State Lottery 750 W. College Drive, Marshall, Minnesota 56258          Has truck level loading dock and pallet size. Can handle semi-trailers. Dock Hours: 8:30 AM - Noon, 1 PM - 4 PM. Contact stores clerk before delivery @ 507-537-6041.</p>	<p><b>ROSEVILLE Office</b>          Headquarters 2645 Long Lake Road, Roseville, MN 55113          Phone: 651-635-8158          Delivery truck must be dock height for shipments of 20 cases or more. NO 53 ft. semi trailers. Max. pallet height 66". Max. case 50 lbs. Dock hours: 7:00 AM to 3:00 PM. Contact stores clerk before delivery @ 651-635-8158.</p>	<p><b>OWATONNA Office</b>          Minnesota State Lottery 205 Cedardale Drive, Owatonna, MN 55060          Has truck level loading dock &amp; pallet size. Semi-trucks can be no longer than 48 ft. Dock Hours: 8:30 AM - Noon, 1 PM - 4 PM. Closed 12:00 to 1:00, deliveries must be completed by 4 PM. Contact Office before delivery @ 507-444-2401.</p>
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**10. Risk of Loss.**

The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, installation by the Contractor, or while in the possession of the Contractor or its agent.

## **11. Purchase Orders and Purchasing Cards.**

The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

The Contractor must accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase maximum on the Contract is \$5,000 on the purchasing card, but it may be increased with the State's and the Contractor's approval.

## **12. Items Offered as New.**

All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

## **13. Product Returns.**

13.1 Non-Defective Conforming Product. The Customer may return an unopened, non-defective product conforming to the specifications of an order within 60 calendar days of the invoice date with no additional fees. If the non-defective conforming product is returned within 60 calendar days of the invoice date after it has been opened, the Contractor may charge the Customer a restocking fee of up to 10% of the cost of the product. Return shipping costs to return a non-defective conforming product to the Contractor is the responsibility of the Customer.

13.2 Defective or Non-conforming Product. The Customer may return any product determined by the Customer as defective or not conforming to the specifications, order, or contract, within 60 calendar days of receipt with no restocking or return shipping fee.

The Contractor should provide the Customer with a Return Merchandise Authorization number (RMA) and must arrange for a "call tag" to be issued via a "carrier" to order pick up of the defective or non-conforming product from the Customer. The "carrier" must pick up the defective or non-conforming product at the address to which the product was shipped.

13.2.1 Replacement of Defective or Non-conforming Product. The Customer may request the Contractor provide a replacement product or cancel the order. If the Customer chooses to have the defective or non-conforming product replaced, the Contractor must replace a defective or non-conforming product at no cost to the Customer.

13.2.2 Return of Defective or Non-conforming Product (without replacement). The Customer's account must be credited within fourteen (14) calendar days of arrival of the returned product at the Contractor's location. The amount to be credited must be the equal of the price of the product plus all freight, shipping, handling, or ancillary charges associated with shipment of the product from and return to the shipping location. If, after inspection, the Contractor determines that the product is not defective or non-conforming, the Contractor may bill the Customer for the return shipping charges.

## **14. Subcontracting and Subcontract Payment.**

14.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the Contract Administrator can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the Contract Administrator, subcontract for the performance of any of the Contractor's obligations that were not already

approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Contract Administrator, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

14.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

#### **15. Data Disclosure.**

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

#### **16. Government Data Practices.**

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

#### **17. Intellectual Property Rights.**

17.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

17.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

17.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

17.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

17.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for

under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

17.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor’s Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

#### 17.4 Obligations.

17.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

17.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

17.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor’s or the State’s opinion is likely to arise, the Contractor must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

#### 18. Copyright.

The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

#### 19. Assignment of Antitrust Rights.

Upon the request of the State of Minnesota, Contractor will irrevocably assign to State any state or federal antitrust claim or cause of action that the Contractor now has or which may accrue to the Contractor in the future, in connection with any goods, services, or combination provided by Contractor under the terms of this Contract.

#### 20. Contractor’s Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or “click through” agreement that is allowed by, referenced within or incorporated within the Contract whenever

the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

#### **21. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

#### **22. Publicity and Endorsement.**

22.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

22.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

#### **23. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.**

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

#### **24. Contingency Fees Prohibited.**

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

#### **25. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

#### **26. Non-discrimination (in accordance with Minn. Stat. § 181.59).**

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

## **27. Professional/Technical (P/T) Services Ancillary to Goods or General Services.**

For state agencies, Professional/Technical (P/T) Services must be related to the goods or services purchased from this Contract and is limited to \$50,000 per project. Based on the size, scope and complexity of a project, the Contract Administrator may approve dollar limits exceeding \$50,000 per project. This may require a separate work order contract defining the PT scope of work.

Ten percent (10%) of the cost of each P/T deliverable will be withheld by the State. The retainage will be held by the State until the P/T deliverable has been reviewed by the head of the agency entering into the Contract and the head of the agency has certified that the Contractor has satisfactorily fulfilled the terms of the Contract.

## **28. Hazardous Substances.**

To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

28.1 Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

28.2 Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

28.3 Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

28.4 Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

## **29. Paper and Printing Requirements.**

In accordance with Minn. Stat. § 16C.073, when practicable under the scope of the Contract, the Contractor shall:

- use uncoated office paper and printing paper;
- use recycled content paper with at least 30 percent post-consumer material by weight;
- use paper which has not been dyed with colors, excluding pastel colors;
- use recycled content paper that is manufactured using little or no chlorine bleach or chlorine derivatives;
- use reusable binding materials or staples and bind documents by methods that do not use glue;
- use soy-based inks; and
- produce reports, publications, and periodicals that are readily recyclable.

This requirement does not apply to coated paper that is made with at least 50 percent post-consumer materials.

The Contractor must print documents on both sides of paper where commonly accepted publishing practices allow.

## **30. Nonvisual Access Standards.**

Pursuant to Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

- That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired; and
- Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

**31. Survival of Terms.**

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

**32. STATE BUSINESS DAYS**

Monday through Friday excluding any state Holidays as listed below.

New Year’s Day	Martin Luther King Jr. Day	President’s Day	
Memorial Day	Independence Day	Labor Day	
Veteran’s Day	Thanksgiving Day	Day after Thanksgiving	Christmas Day

**33. VENDOR TERMS AND CONDITIONS.**

The Standard Terms shall not be construed to deprive the Lottery or the State of Minnesota of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability afforded to the Lottery or the State of Minnesota by Minnesota law.

**34. W9.**

The Awarded Contract vendor must submit a W9 Tax Form to [purchasing@mnlottery.com](mailto:purchasing@mnlottery.com)

**Exhibit B: Insurance Requirements**

This Contract does not have any insurance requirements.

## Exhibit C: Specifications, Duties, and Scope of Work

**Total Quantity:** 450

**Finished Size:** 86" w x 32" h

**Stock/Materials:** 4mm Contour Coroplast with a 32" Flute Direction

**Colors/Inks/Sides:** 4/0

All colors must match Lottery brand colors as closely as possible regardless of production process.

PMS Green 382, PMS Orange 1655, PMS Yellow 109, PMS Blue 311, PMS Red 185.

Brand usage guide and recommended CMYK blends available upon request.

Product must use eco-friendly materials and be fade resistant for up to 1 year via fade resist ink, coating, or relevant production process. Final product should keep sun from shining through them as much as possible. Must be able to withstand extreme outdoor conditions for up to 1 year.

### **Print Production Process:**

Please specify print process: UV, Latex, AQ Inkjet, Screen, Dye Sublimation, or Solvent.

### **Finishing & Bindery:**

Cut to size and holes notched but not removed. We will punch them through w/zip ties as needed.

3 rows of 24 notched/perforated holes left in place. (48 total per row)

2 Heavy Duty, All Weather 40" Zip Ties Included w/each piece. (Zip Ties use a "belt" style to fasten to various sized poles)

### **Proof Specifications:**

Pre-pro sample for color accuracy, to verify correct hole placement, and overall quality.

Pre-pro sample should match the final project as closely as possible.

The Contract Vendor shall provide to the Lottery a pre-production sample of the Crash Pole Covers for review and approval by the Minnesota State Lottery before proceeding in full production of the product ordered. The pre-production sample will be an exact version of the final product, with the exact substrate and print production process to be used.

Cost of the pre-pro sample must be included in the price of the product.

## Exhibit D: Pricing

### 1. Contract Pricing.

1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. Prices listed within Exhibit D are maximum prices. These maximum prices shall remain firm for the initial term of the Contract. The Price List may not include any additional terms or conditions. A unit price and a total for the quantity must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.

MSL PO Ln#	Product Description	Quantity	Unit Cost	Extended Cost
1	Crash Pole Covers	450	\$	\$
2	Add'l Pre-Pro If Requested	1	\$	\$

### 2. Transportation.

All prices must be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering entity's receiving dock or warehouse, or as otherwise instructed on the purchase order by the ordering entity. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the purchase order.

### 3. Taxes.

Do not add sales tax to the prices being offered. All applicable taxes should be added to the final invoice.

### 4. Invoice Requirements.

Contractor hereby waives the right to enforce any term which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state. Contract quote and invoice must contain, at a minimum:

- Customer name
- Item
- Item quantity
- List price
- Taxes
- Purchasing Order Number

**Exhibit E – Sample Image ONLY – Not Final Art**

**For bidding purposes only.**

