

SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for Completing Your Response	Follow the steps below to complete your response to this Solicitation: Step 1: Read the solicitation document and ask questions, if any Step 2: Write your response Step 3: Sign and submit your response
Incomplete Submittals	A response must be submitted along with any required additional documents. Incomplete responses that materially deviate from the required format and content may be rejected.

STEP 1 – READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY

How to Ask Questions	The contact person for questions is: Kolby Sabrina, Buyer MSL Purchasing Department purchasing@mnlottery.com Questions should be emailed to the contact by 2pm on Wednesday, February 19, 2020. Other personnel are not authorized to answer questions regarding this Solicitation.
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STEP 2 – WRITE YOUR RESPONSE

The Response Content section is in Section 4. Prepare a written response and supply all requested content.

STEP 3 – SIGN & SUBMIT YOUR RESPONSE

Where to Send Your Response	Submit your response to: Purchasing Department HP Printer Maintenance_RFB – dated 2/14/20 2645 Long Lake Rd Roseville, MN 55113 Fax: 651-635-8188 E-mail: purchasing@mnlottery.com All costs incurred in responding to this solicitation will be borne by the Responder.
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Response Submission Deadline	Must be received not later than 2pm, Central Time, 2/24/20, as indicated by a notation made by the Receptionist or the email inbox date/time stamp. Late responses will not be considered.
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SECTION 2 – SUMMARY OF SCOPE

1. Procurement Overview and Goals.

To receive response & award a contract with a vendor to provide Printer Maintenance to the Minnesota State Lottery HP Printers – both under warranty & past warranty printers.

2. Sample Tasks and Deliverables.

- Service, repairs and parts to be included
- Toner will not be included in this contract
- Vendors maximum quick response time on service calls not to be more than 4 hours from the time of first call for service. Multiple locations within MN
- List of HP Printers on a yearly service maintenance as needed/requested, however, this list may be amended (printers added or removed) as they occur. All older/non listed printers will be serviced as needed/request on a time/materials basis. See Exhibit D
- Must be HP Certified Technicians

SECTION 3 – BID INSTRUCTIONS AND ADDITIONAL INFORMATION

1. Anticipated Contract Term.

The term of this contract is anticipated to be from March 1, 2020 to February 28, 2021, with the option to extend up to an additional one year in increments determined by the State.

2. Question and Answer Period.

Prospective responders who have any questions regarding this solicitation may contact:

Questions are to be submitted in writing via fax or email by the question deadline date, to the attention of Kolby, Buyer, subject line to include 'HP Printer Maintenance_RFB – dated 2/14/20'.

Responses to questions will be posted by addendum on the MSL Vendors web page:

<https://www.mnlottery.com/vendors/>. The MSL is not responsible for transmission failures due to a bidder submitting their question via fax or email or MSL responding with an email or fax notification.

Deadline for questions: 2/19/20 @ 2pm CT.

NOTE: It is the responsibility of all bidding vendors to monitor the MSL 'Vendors' web page for addendums, updates, questions/answers, etc. for this RFB, through the bid due date deadline.

Only personnel listed above are authorized to discuss this solicitation with responders. Contact regarding this solicitation with any personnel not listed above could result in disqualification. If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, please immediately notify the contact person detailed above in writing of such error and request modification or clarification of the document.

3. Response Submission Instructions.

All responses to this solicitation must be submitted and received at the MSL Headquarters, 2645 Long Lake Rd, Roseville, MN 55113 Attn: Purchasing Dept RE: HP Printer Maintenance_RFB – dated 2/14/20 no later than the Event End Date and time as set forth. **Late responses will not be considered.** Fax and e-mail responses will be accepted. All costs incurred in responding to this solicitation will be borne by the responder. Responses received after End Date above will not be considered, even if errors or delays were caused by issues outside of responders' control.

SECTION 4 – RESPONSE CONTENT

Please submit the following information:

1. Price Information. Complete and submit Attachment B “Pricing” attached to this solicitation.

Submit all requested documentation, including, but not limited to, the following documents:

1. Attachment A: Responder Declarations
2. Attachment B: Pricing
3. Veterans Preference Form (If Applicable)

SECTION 5 – SOLICITATION TERMS

1. Competition in Responding.

The State desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the Solicitation Administrator listed in the Solicitation before the due date and time. If changes are made the State will issue an addendum.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

2. Addenda to the Solicitation.

Changes to the Solicitation will be made by addendum with notification and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

3. Joint Ventures.

The State allows joint ventures among groups of responders when responding to the solicitation. However, one responder must submit a response on behalf of all the others in the group. The responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

4. Withdrawing Response.

Before the time for responding has ended, a responder may withdraw its response. For solicitations in the SWIFT Supplier Portal, a responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a responder may withdraw its response by notifying the contact person for this solicitation in writing of the desire to withdraw.

After the time for responding has ended, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to the contact person for this solicitation within a reasonable time and prior to the State's detrimental reliance on the response.

5. Rights Reserved.

The State reserves the right to:

- Reject any and all responses received;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Award by item (including category, location, etc.), by groups of items, or all items, therefore, the Responder is encouraged to offer a response for all items;
- Award by location; and
- Interview key personnel or references.

6. Evaluation of Responses.

The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.

7. Samples and Demonstrations.

Upon request, Responders are to provide samples to the State at no charge. Except for those destroyed or mutilated in testing, the State will return samples if requested and at the Responder's expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

8. Responses are Nonpublic during Evaluation Process.

All materials submitted in response to this Solicitation will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the selection process as defined by Minn. Stat. § 13.591. The completion of the selection process is defined as the State having completed its evaluation and has ranked the responses. The State will notify all responders in writing of the selection results.

9. Nondisclosure of Confidential Information.

9.1 Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37. In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense. The State reserves the right to request additional information as part of the selection process.

9.2 The State does not consider cost to be trade secret material, as defined by Minn. Stat. § 13.37.

10. Conditions of Offer.

The prices and terms offered in its response pertaining to the sale of goods or general services will remain firm for 180 days, until they are accepted or rejected by the State.

11. Award.

Any award that may result from this solicitation will be based upon the established selection process. The State reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the State, providing each Responder is in compliance with all terms and conditions of the solicitation. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

12. Requirements Prior to Contract Execution.

Contract documents, including the bond and insurance requirements stated in the Solicitation, must be submitted to the State prior to contract execution. Failure to comply may result in cancellation of the award.

13. Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference.

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive points equal to 6% percent of the total points available as preference.

For TG/ED/VO certification and eligibility information visit the Office of Equity in Procurement website at <https://mn.gov/admin/business/vendor-info/oep/> or call the Division's Helpline at 651.296.2600.

14. Reciprocity.

State shall comply with Minn. Stat. § 16C.06, subd. 7, as that applies to a non-resident vendor. This paragraph does not apply for any project in which federal funds are expended.

15. DEED and DHS Preference.

In accordance with Minn. Stat. § 16C.155, eligible DEED/DHS providers will receive points equal to 6% percent of the total points available.

16. Preference Environmental.

The State desires to purchase environmentally responsible goods and services where practicable. When feasible and when the price of recycled materials does not exceed the price of non-recycled materials by more than 10%, the Commissioner, and State agencies when purchasing under delegated authority, must purchase recycled materials. See Minn. Stat. § 16C.0725.

17. Specifications.

Response will be held to strict compliance with the specifications. If a response deviates from the specifications, the deviation must be clearly noted and the State reserves the right to reject the response. All specifications are for new items unless otherwise noted in the solicitation. When brand name or manufacturer's name or numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the solicitation states: "No Substitute." Responses may be considered on other alternate makes, models, or brands having comparable quality, style, and performance characteristics. Any alternates included in a response are subject to State approval.

18. Distributor or Manufacturer's Representative.

If your company is a distributor or manufacturer's representative, as defined in MN Rules 1230.0150, and you are submitting an offer on behalf of the Original Equipment Manufacturer (OEM), your company must either:

- Be listed on the OEM's website as an authorized distributor or an authorized manufacturer's representative, or
- You must provide a letter from the OEM, on the OEM letterhead, stating the Responder is authorized to sell the specific product listed in the Solicitation, or the OEM's full line of products, and that all OEM equipment warranties are applicable. (This requirement may be met by attaching the OEM letter to the Solicitation response.)

The Responder shall be the single point of contact through which customers will arrange warranty work that is still covered under the original equipment manufacturer's warranty on the equipment that is purchased.

Pursuant to MN Rules 1230.0150, responses from brokers will not be accepted.

19. Prompt Payment Discounts Offered.

If a responder offers a discount for a payment made in less than 30 days, this discount will not be considered in the evaluation of the response. The date from which discount time is calculated shall be the date of receipt of the invoice, receipt of shipment, or date of acceptance, whichever is later. If testing is performed, however, then the date shall be the date of acceptance of the goods or services.

ATTACHMENT A: RESPONDER DECLARATIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
- B. **Authorized Signature.** The appropriate person(s) have submitted the Response on behalf of the Responder as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. **Non-Collusion Certification.**
 - 1. The Response has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
 - 2. The contents of the Solicitation Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the official opening of the Response. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- D. **Organizational Conflicts of Interest.** To the best of Responder’s knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,
 - 1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
 - 2. the vendor’s objectivity in performing the contract work is or might be otherwise impaired; or
 - 3. the vendor has an unfair competitive advantage.
 If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State’s Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.
- E. **Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

Email Address: _____

ATTACHMENT B: PRICING

1. Pricing Instructions. Responders should review the Price Schedule document for additional instructions for submitting a response. The Price Schedule is attached to the Sample Contract as Exhibit D.
2. Price Schedule.

Responders must download and use Exhibit D attached to this Solicitation. The Exhibit D must be completed by the Responder and uploaded with your solicitation response. If pricing is not returned with your solicitation response, your response will be rejected. Failure to use Exhibit D may be cause for rejection. Responders must provide a price for all line items available on the Exhibit D to be considered for an award. The State reserves the right to reject any solicitation line item or the entire response if price alterations are not clear and properly authenticated.

3. Alterations or Erasures. The State will reject a response containing an alteration or erasure of any price used to determine the lowest responsible responder unless the alteration or erasure is done in a manner that is clear and authenticated by an authorized representative of the Responder. An acceptable way to make an alteration or erasure is to cross out the price, print the correction in ink adjacent to it, and have an authorized representative of the Responder initial and date that correction.

ATTACHMENT C: VETERANS PREFERENCE FORM

**STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the state will award a 6% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. § 16C.19(d):

- 1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

- 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference.

Claim the Preference

By signing below, I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. By making this claim, I verify that:

- The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

- My company's principal place of business is in Minnesota **and** the United States Department of Veteran's Affairs verifies my company as being a veteran-owned or service-disabled veteran-owned small business (Supported By Attached Documentation)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.



State of Minnesota Contract

[Remove consecutive zeroes in front of numbers] SWIFT Contract No.:

Instructions: Instructions for completing this form are in **red italics**. Fill in every blank and **delete all instructions** before sending this to the Contractor. Include an encumbrance worksheet in order to assist with encumbering the money for this Contract.

This Contract is between the State of Minnesota, acting through its **Example: “Commissioner of [insert name of agency or board]” or “Director of [insert name]”** (“State”) and [Contractor] whose designated business address is [Contractor’s business address] (“Contractor”).

Recitals

1. Under Minn. Stat. § 15.061 and other applicable law *[Insert additional statutory authorization if necessary]* the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of *[Add brief narrative of the purpose of the Contract]*.

Contract

1. Term of Contract

1.1 Effective date: *[Spell out full date (e.g., April 1, 2019)]*, 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 to begin the work.

1.2 Expiration date: *[Spell out full date (e.g., March 31, 2012)]*, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional *[##]* months through a duly executed amendment.

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

1.4 Contract Use: *[Delete if one time buy]* 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 represents that it is duly qualified and agrees to perform all duties described in this Contract to the satisfaction of the State.

3. 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.

4. Compensation and conditions of payment

4.1 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.

4.2 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.

5. Authorized Representative

The State's Authorized Representative is *[name, title, address, telephone number]*, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

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.

6. Exhibits

The following documents are attached and incorporated into this contract:

- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing
- Exhibit E: *[optional, if needed]*

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print name: _____

Signature: _____

Title: _____

Date: _____

Order No.: _____

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.

Company name: _____

Print name: _____

Signature: _____

Title: _____

Date: _____

3. Office of State Procurement

in accordance with Minn. Stat. §16C.03, subd. 3

Print name: _____

Signature: _____

Title: Acquisition Management Specialist/ Buyer

Date: _____

4. Commissioner of Administration

or delegated representative

Print name: _____

Signature: _____

Title: _____

Date: _____

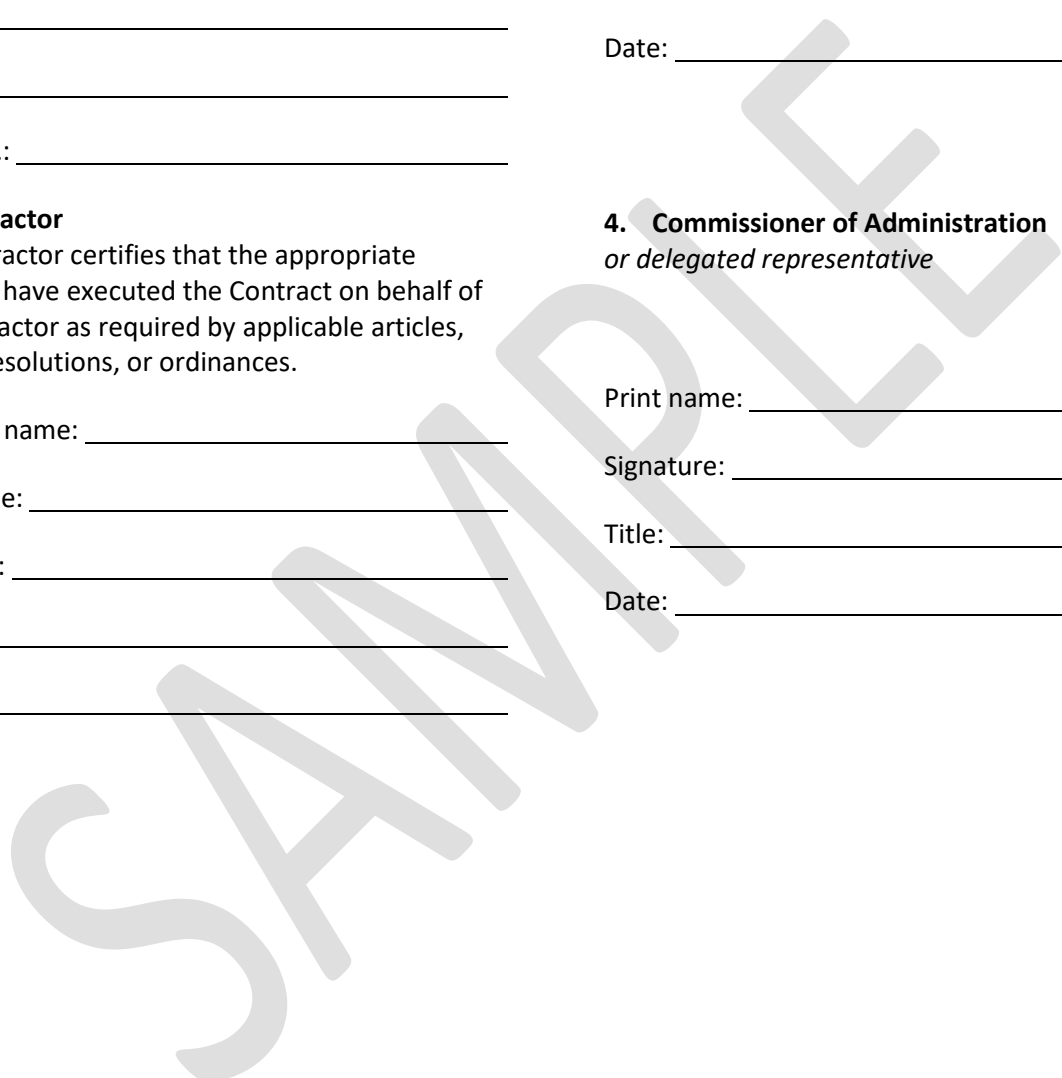


Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

1.1 Prompt Payment. The State will pay 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. The invoice must be itemized. Each invoice should at a minimum include:

- Customer name
- MSL Purchase Order Number
- Item description
- Item quantity
- List price (for cost plus pricing, the actual cost)
- Contract discount (or cost plus mark up, when applicable)
- Price after discount (or price after cost plus mark up, when applicable)

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 by the State. 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, 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 Default. 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 covered here. 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 within a reasonable time of the State's receiving that notice.

4. Force Majeure.

Neither party shall be responsible to the other or considered in default of its obligations hereunder 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 defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

5. Indemnification.

In the performance of this Contract by 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 Contractor 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 Contractor's:

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

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 Contractor may have for the State's failure to fulfill its obligation under this Contract.

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. 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.

10. 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.).

11. 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.

12. Subcontracting.

This Contract may not be subcontracted in whole or in part.

13. 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.

14. 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.

15. Intellectual Property Rights.

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

15.1.1 "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.

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

15.1.3 “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.

15.2 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.

15.3 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.

15.4 Obligations.

15.4.1 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.

15.4.2 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.

15.4.3 Indemnification. Notwithstanding any other indemnification obligations set forth herein, 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.

16. 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.

17. Survivability of Orders.

In the event the term of any order or Professional/Technical Services work order (“order”) placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract. No new orders may be issued after the termination or expiration of the Contract.

18. Order of Precedence.

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. 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.

19. 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 end of this Contract.

20. Insurance.

Contractor must comply with all insurance requirements specified in Exhibit B of the Contract. Prior to execution of the Contract, amendment, or assignment agreement, the State must have a current copy of the Contractor’s Certificate of Insurance that meets the Contract insurance requirements.

21. Delivery.

Contractors are 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.

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. Federal Funds.

Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

25. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

26. 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.

27. 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.

28. Non-discrimination (in accordance with Minn. Stat. § 181.59).

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

29. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

30. 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:

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

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

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

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

31. 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.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under the contract.

1.2 Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

1.3 The failure of the State to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

1.4 The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

2. Notice to Insurer.

2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

2.2 Insurance certificate holder should be addressed as follows:

Minnesota State Lottery
2645 Long Lake Rd
Roseville, MN 55113

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this contract;

3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;

3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;

3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

3.5 Contractor's policy(ies) shall include legal defense fees in addition to its professional liability policy limits;

3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best; and

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

4.1 Workers' Compensation Insurance. Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.2 Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

- \$2,000,000 – per occurrence
- \$2,000,000 – annual aggregate
- \$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list _____
- **Minnesota State Lottery named as an Additional Insured**, to the extent permitted by law

4.3 Commercial Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

- \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

Exhibit C: Specifications, Duties, and Scope of Work

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Exhibit D: Pricing – page 1 of 2

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. The Price List may not include any additional terms or conditions. Prices shall remain firm for the initial term of the Contract. 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.

1.2 Hourly Rate Pricing. This is the rate(s) detailed in the Contract for each service or category of service provided by Contractor. State will not pay for travel-related expenses, travel time, meals, lodging, or idle time.

2. Transportation.

All prices must be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse, or as otherwise instructed on the PO by the Ordering Entity. Price reductions must be passed on immediately to the State whenever they become effective. 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 PO.

3. Taxes.

Do not add sales tax to the prices being offered.

4. Detailed Cost.

To be added to the final contract

Exhibit D: Pricing – page 2 of 2

Serial #	Printer Location &/or Description <i>(Locations highlighted in red are out-state)</i>	Base Rate per Year from 3/1/20 thru 2/28/21	Make/Model
CNBCD4J01V	Detroit Lake Office - 1641 Highway 10W, Detroit Lakes, MN 56501	/year	HP M551
JPCCG4N1LB	Roseville Office - 2645 Long Lake Road	/year	HP M551
CNBCD4J026	Roseville Office - 2645 Long Lake Road	/year	HP M551
JPCCG4N1LX	Roseville Office - 2645 Long Lake Road	/year	HP M551
JPCCG4N1L8	Roseville Office - 2645 Long Lake Road	/year	HP M551
CNBCD4J022	Roseville Office - 2645 Long Lake Road	/year	HP M551
CNBCD4J025	Marshall - 750 w. College Drive, Marshall, MN 56248	/year	HP M551
CNBCD4J028	Roseville Office - 2645 Long Lake Road	/year	HP M551
CNBCD4V0ZN	Roseville Office - 2645 Long Lake Road	/year	HP M551
CNBCD4J02G	Owatonna Office - 205 Cedardale Drive, Owatonna, MN 55060	/year	HP M551
CNBCD4J02C	Virginia Office - 130 Chestnut Street E, Virginia, MN 55792	/year	HP M551
MXFCG9707B	Roseville Office - 2645 Long Lake Road	/year	HP M575 MFP
MXFCG7B0FC	Roseville Office - 2645 Long Lake Road	/year	HP M575 MFP
MXFCG7B0DS	Roseville Office - 2645 Long Lake Road	/year	HP M575 MFP
MXFCG7B0DK	Roseville Office - 2645 Long Lake Road	/year	HP M575 MFP
MXFCG970M2	Roseville Office - 2645 Long Lake Road	/year	HP M575 MFP
CNJLD09037	Roseville Office - 2645 Long Lake Road	/year	HPCM3530fs MFP
CNJLD10659	Roseville Office - 2645 Long Lake Road	/year	HPCM3530fs MFP
CNJLD12695	Roseville Office - 2645 Long Lake Road	/year	HPCM3530fs MFP
JPCCCDV14S	Roseville Office - 2645 Long Lake Road	/year	HPCM4540f MFP
CNCKKB94JP	Roseville Office - 2645 Long Lake Road	/year	HPM521dn MFP
CNCKKB94J3	Roseville Office - 2645 Long Lake Road	/year	HPM521dn MFP
CNCKKB94HN	Detroit Lake Office - 1641 Highway 10W, Detroit Lakes, MN 56501	/year	HPM521dn MFP
CNCKKB94LG	Marshall - 750 w. College Drive, Marshall, MN 56248	/year	HPM521dn MFP
CNCKKB952V	Roseville Office - 2645 Long Lake Road	/year	HPM521dn MFP
CNCKKB952J	Roseville Office - 2645 Long Lake Road	/year	HPM521dn MFP
CNCKKB94H8	Owatonna Office - 205 Cedardale Drive, Owatonna, MN 55060	/year	HPM521dn MFP
CNCKKB94LZ	Roseville Office - 2645 Long Lake Road	/year	HPM521dn MFP
CNCKKCJBLL	Virginia Office - 130 Chestnut Street E, Virginia, MN 55792	/year	HPM521dn MFP
CNCKKB9424	Roseville Office - 2645 Long Lake Road	/year	HPM521dn MFP
CNCKKB94K7	Roseville Office - 2645 Long Lake Road	/year	HPM521dn MFP
	Total Cost per Year		

State of Minnesota

Minnesota State Lottery



REQUEST FOR BID

HP Printer Maintenance

Date Posted: February 14, 2020

- Responses must be received not later than 2pm, Central Time, Monday, February 24, 2020
- Late responses will not be considered

Minnesota's Commitment to Diversity and Inclusion

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to

www.mn.gov/admin/oep.

SPECIAL NOTICE: This is a request for bid. It does not obligate the State of Minnesota or the Minnesota State Lottery (MSL) to award a contract or complete the proposed program, and the State reserves the right to cancel this solicitation if it is considered in its best interest.

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Solicitation Attachments

- Attachment A: Responder Declarations
- Attachment B: Pricing
- Attachment C: Veterans Preference Form (If Applicable)

Sample Contract

- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing