

STATE OF MINNESOTA REQUEST FOR QUOTE

SOLICITATIONS VALUED UNDER \$10,000

The State of Minnesota is requesting a quote for the services or goods and services described below. Please read the entire document, including all terms, conditions, and specifications. These terms, conditions, and specifications apply to any good or service provided through this contract if your quote is accepted. No quote is accepted until the State dispatches a purchase order to the Contractor.

Title of this RFQ: Powerball Xs and Os Quick Game Guides MSL Item #700469 – 9/30/26

Contractor's Name and Address: _____

Contact Person: _____

Contact Person's phone: _____ **email:** _____

State of Minnesota

Agency: MN State Lottery

Agency Contact Person: Kolby Sabrina

Agency Contact's phone: 651-635-8202 **email:** purchasing@mnlottery.com

Direct all inquiries and return your quote to the Agency Contact Person.

Monday, 10/12/26

Quote is Due by: (date) Tuesday 10/6/26 (time) no later than 2pm Central Time.

Delivery Required by: (date) Wednesday, 10/14/26 (time) by 2pm Central Time or date mutually agreed upon with the MSL.

Friday 10/30/26

1. Delivery

October 30, 2026

- a. Delivery of products must arrive by October 14, 2026, or date mutually agreed upon with the MSL.
- b. Drop Ship Locations:
 - i. Roseville Headquarter Office, 2645 Long Lake Road, Roseville, MN 55113
 1. Metro South, Metro North and Retailers Portions
 - ii. Grand Rapids, MN Office, 1800 McKinney Lake Road, Grand Rapids, MN 55744
 - iii. Owatonna, MN Office, 205 Cedardale, Dr. SE, Owatonna, MN 55060
- c. Cartons must specify how many units contained within.
- d. Mark cartons with Product Name, MSL item #, and Regional Location/Destination. – Ex. “Powerball Xs and Os Quick Game Guides Item #700469 – Roseville Headquarters Metro South”, or “Powerball Xs and Os Quick Game Guides Item #700469 – Grand Rapids”
- e. Max weight 50lbs, refer to shipping detail attached to Purchase Order for transportation/receiving dock requirements.
- f. Must include packing slip

Regional Shipping Locations	Powerball Xs and Os Quick Game Guides	Packs (25 per pack)
Grand Rapids	20,000	800
Metro South – ROS Headquarters	23,000	920
Owatonna	22,000	880
Metro N – ROS Headquarters	25,000	1000
SE Reserve – ROS Headquarters	10,000	400
	100,000	4,000

2. Proof Specifications:

- a. Awarded vendor is required to provide proofs below. Cost should be included with product unit price when quoted in Price Chart. If proof is incorrect because of Contract Vendor's error, additional proof shall be provided to the Lottery at no additional cost to the Lottery. If an additional proof is requested by the Lottery because of alterations requested by the Lottery, the cost of the additional proof will be the responsibility of the Lottery. Pricing for the additional proof (if requested) must be provided on the price schedule. If no price is provided, then the State will assume there is no charge.
 - i. 1 high resolution PDF proof.
 - ii. 1 high resolution hard contract proof to check color accuracy.
 - iii. 1 Low-resolution dylux pre-production mock-up, or,
 - iv. 1 Hard digital proof.
 - **Hard proofs may be provided as industry standard per proposed production method(s).**

3. Art Files:

- a. All artwork remains the property of the Minnesota State Lottery.
- b. Artwork to be provided to vendor upon award.
- c. Artwork to be provided by MSL via electronic file or email.
- d. If artwork does not match the specifications within this document, awarded vendor must contact MSL for a review of the submitted file. If new artwork is required, MSL will make needed changes and resubmit to the vendor. If art is incorrect because of Contract Vendor's error, art re-submission shall be provided to the vendor at no additional cost to the Lottery. If an art re-submission is required because of alterations requested by the Lottery, the cost of the re-submission will be the responsibility of the Lottery. Pricing must be provided on the price schedule. If no price is provided, then the State will assume there is no charge for additional art re-submissions.

Powerball Xs and Os Quick Game Guides

Product Information: Retailer Brochure/Handout designed to make Lotto Game resources and information easily accessible for MSL players, retailer and anyone with questions or concerns.

Finished Size: 7" x 7.5" fold/score/crease to 3.5" x 7.5"

Quantity: 100,000 shrink-wrapped 25's

Colors/Inks/Sides: 4/4

Stock/Materials: 100# Gloss Text
Vendor Must Specify Below on Pricing Grid:
(Brand should not matter but MN made paper is preferred)

Colors/Inks/Sides: 4/4
All colors must match Lottery brand colors as closely as possible regardless of production process. PMS Green 2270, PMS Orange 172, PMS Yellow 101, PMS Cyan 2198, and PMS Blue 7690. Brand usage guide and recommended CMYK blends available upon request. Product must use eco-friendly materials and be fade resistant for up to 4 months via fade resist ink, coating, or relevant production process.

Finishing: Cut to 7" x 7.5" and fold/score/crease to 3.5" x 7.5"
Check grain direction and add crease and/or a score to keep ink from cracking on the fold.
Shrink-wrapped in 4,000 packs of 25's

Print Production/Press/Ink Process: Examples: UV, Digital, Latex, Inkjet, Offset, Flexo, Screen, Pad, UVgel, Dye Sublimation, etc...
Vendor Must Specify Below on Pricing Grid:

Sample Images: Example is for screen viewing only and does not represent final artwork.

Final Artwork will be available mid to late September



WHICH GAME SHOULD I PLAY?	Powerball	Mega Millions	Lotto America	Gopher's Pick 3	North 5	Pick 3	Fast Play
POWERBALL \$2 per play Jackpot: \$1.5B (est.) Draws: Wed & Sat	\$2 1 in 293,000,000 1 in 25.9	\$2 1 in 302,575,350 1 in 24.9	\$1 1 in 12,600,000 1 in 9.8	\$1 1 in 1,000 1 in 1.2	\$1 1 in 500,000 1 in 12	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2
MEGA MILLIONS \$2 per play Jackpot: \$1.5B (est.) Draws: Tue & Fri	\$2 1 in 302,575,350 1 in 24.9	\$2 1 in 302,575,350 1 in 24.9	\$1 1 in 12,600,000 1 in 9.8	\$1 1 in 1,000 1 in 1.2	\$1 1 in 500,000 1 in 12	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2
LOTTO AMERICA \$1 per play Jackpot: \$2M (est.) Draws: Mon & Wed	\$1 1 in 12,600,000 1 in 9.8	\$1 1 in 12,600,000 1 in 9.8	\$1 1 in 12,600,000 1 in 9.8	\$1 1 in 1,000 1 in 1.2	\$1 1 in 500,000 1 in 12	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2
GOPHER'S PICK 3 \$1 per play Jackpot: \$500,000 Draws: Mon & Wed	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2	\$1 1 in 500,000 1 in 12	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2
NORTH 5 \$1 per play Jackpot: \$1M (est.) Draws: Mon & Wed	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2	\$1 1 in 500,000 1 in 12	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2
PICK 3 \$1 per play Jackpot: \$500,000 Draws: Mon & Wed	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2	\$1 1 in 500,000 1 in 12	\$1 1 in 1,000 1 in 1.2	\$1 1 in 1,000 1 in 1.2
FAST PLAY \$2 per play Jackpot: \$500,000 Draws: Mon & Wed	\$2 1 in 1,000 1 in 1.2	\$2 1 in 1,000 1 in 1.2	\$2 1 in 1,000 1 in 1.2	\$2 1 in 1,000 1 in 1.2	\$2 1 in 500,000 1 in 12	\$2 1 in 1,000 1 in 1.2	\$2 1 in 1,000 1 in 1.2

Quote:

Quantity	Unit Of Measure	Description	Unit Cost	Total Cost
100000	Each	Powerball Xs and Os Quick Game Guides		\$ 0.00
As Needed	Each	High Resolution PDF Proof		Price per each requested
As Needed	Each	Hard Contract proof to check color accuracy		
As Needed	Each	Hard Digital/Dylux/Blueline Pre-Production OR Low-Res Proof to verify size and bindery		
As Needed	Each	1 Hard Digital Pre-Production Proof		
As Needed	Each	Art Re-Submission		
Total Cost of All Line Items				\$ 0.00

MUST BE COMPLETED BY VENDOR

Specify stock/and any coatings or varnish used:	
Specify Print Production/Ink/Press Process:	

Delivery Offered: ____ days After Receipt of Order if different than called for above.

Prompt Payment Terms (if available): ☐ % 30; ☐ % 15/Net 30; ☐ % 10/Net 30; ☐ Other (specify): _____

Vendor's Quotation Reference Number, if any: _____ SWIFT Vendor Number: _____

Vendor Contact Person: _____ Phone: _____ Fax: _____

Company Name (type or print): _____

Mailing Address (if different than above): _____

Authorized Signature: _____ Date: _____

Name and Title (type or print): _____

Additional Terms of Agreement:

4. Attachment B - Equity Select Terms and Conditions is attached and incorporated herein.
5. If specified below in Attachment A, the Contractor must have and maintain the insurance required throughout the term of the Contract.
6. Your quote must be submitted on this form unless otherwise directed in this Request for Quote. If you decline to provide a quote, please indicate your reason in the space provided below.
7. All shipments must be FOB Destination. Freight charges must be prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse unless otherwise stated in this Request for Quote.
8. Your quote will be considered to be in strict compliance with the specifications, and the Contractor will be held responsible unless the Contractor clearly indicates in the quote any deviation from the specifications and such deviations are accepted by the State in writing. The State is under no obligation to accept proposed deviations.
9. You may withdraw your quote prior to the due date and time listed above. Quotes provided in response to this Request for Quote become an irrevocable offer after the due date and time for 60 days.
10. Prices must be in United States currency.
11. DO NOT add sales tax to the prices being offered. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are not required to submit an ST3 form to their suppliers. See [Department of Revenue Fact Sheets \(https://www.revenue.state.mn.us/sales-tax-fact-sheets-and-industry-guides\)](https://www.revenue.state.mn.us/sales-tax-fact-sheets-and-industry-guides).
12. The State reserves the right without limitation to cancel this Request for Quote at any time before a Purchase Order has been dispatched to the Contractor.
13. Prohibited Substances. Contractor shall not provide any goods containing triclosan, coal tar, or polybrominated diphenyl ether to the State. Amara's Law ([Minn. Stat. § 116.943](#)) will take effect in Minnesota January 1, 2025, and applies all products sold or distributed under the contract; it prohibits the sale or distribution of some products with intentionally added PFAS within Minnesota.

ATTACHMENT A
Insurance Requirements

This Contract does not have any insurance requirements.

ATTACHMENT B - Equity Select Terms and Conditions

1 Unenforceable terms

(a) A contract entered into by the state shall not contain a term that:

- (1) requires the state to defend, indemnify, or hold harmless another person or entity, unless specifically authorized by statute;
- (2) binds a party by terms and conditions that may be unilaterally changed by the other party;
- (3) requires mandatory arbitration;
- (4) attempts to extend arbitration obligations to disputes unrelated to the original contract;
- (5) construes the contract in accordance with the laws of a state other than Minnesota;
- (6) obligates state funds in subsequent fiscal years in the form of automatic renewal as defined in section 325G.56; or
- (7) is inconsistent with chapter 13, the Minnesota Government Data Practices Act.

(b) If a contract is entered into that contains a term prohibited in paragraph (a), that term shall be void and the contract is enforceable as if it did not contain that term.

2 Conditions of Payment

As a condition of payment, Contractor must perform to the satisfaction of the State, as determined at the discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations.

3 Pre-Existing Intellectual Property

State and Contractor shall each retain ownership of, and all rights, title and interest in their respective pre-existing intellectual property and all derivative works arising therefrom. Contractor grants to the State a perpetual, fully paid, non-exclusive, royalty-free, irrevocable license to use and modify any pre-existing intellectual property and derivative works delivered to State under this Contract, solely for governmental purposes, not for commercial purposes. Should the terms of any related license agreement conflict with the terms of this Contract or the laws of the State of Minnesota, the terms of this Contract and laws of the State of Minnesota shall prevail, and the conflicting terms shall be null and void.

4 Force Majeure

Neither party hereto shall be considered in default in the performance of its obligations to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot 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 Liability

Each party shall be responsible for its own acts and behavior and the results thereof. Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws govern the State's liability. Contractor, its principals, members and employees shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or general or professional/technical services performed hereunder for an aggregate amount in excess of the greater amount of either: a) ten times the total obligation amount; or b) Contractor's insurance coverage. This limitation of liability does not apply to damages for personal injury or death, or for claims arising from Contractor's unauthorized release of non-public or not- public data.

6 State Audit

Pursuant to Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Contract must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Contract.

7 Government Data Practices

The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

8 Data Disclosure

Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or 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.

9 Governing Law, Jurisdiction and Venue

This Contract is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. Contractor shall comply with federal, state, and local law, including Minn. Stat. § 181.59, Minn. Stat. Ch. 363 prohibiting discrimination, and applicable laws and rules regarding suspension and debarment.

10 Prohibited Substances

Contractor shall not provide any goods containing triclosan, coal tar, or polybrominated diphenyl ether to the State. Amara's Law ([Minn. Stat. § 116.943](#)) will take effect in Minnesota January 1, 2025, and applies all products sold or distributed under the contract; it prohibits the sale or distribution of some products with intentionally added PFAS within Minnesota.

11 Survival of Terms

The following clauses survive the expiration or cancellation of this Contract: Pre-Existing Intellectual Property; Conditions of Payment; Liability; Government Data Practices; Data Disclosure; and Governing Law, Jurisdiction and Venue.

12 Cancellation

This Contract may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of a cancellation without cause, the Contractor will be entitled to payment, determined on a pro rata basis, for goods, services, or both, which have been satisfactorily received and accepted.

13 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.

14 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 [E-Verify Subcontractor Certification Form](#). All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.