



State of Minnesota Contract

MSL Purchase Order Number: _____

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

1. State issued a solicitation identified as FY26 Staff Meeting Lodging on 10/2/2025 for hotel rooms during the fall and spring staff and sales meetings for fiscal year 2026 ("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

1. Term of Contract

- 1.1 Effective date. **October 13, 2025**, 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. **June 30, 2026**, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional **12 months**, 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 Patty Radatz, State Sales Manager, 2645 Long Lake Road, Roseville, MN 55113, (651) 635 - 8233, 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 Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Price and Payment Schedule

- 1. State Encumbrance Verification**
Not applicable per MSL statute 349A.10 subd 1; subd 3.(d)

- 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.

- 4. Commissioner of Administration**
As delegated by The Office of State Procurement

Print name: _____
Signature: _____
Title: _____ Date: _____

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.

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.

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.).

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. Subcontracting.

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

14. 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.

15. 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.

16. Intellectual Property Rights.

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

16.1.1 "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.

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

16.1.3 “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.

16.2 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.

16.3 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.

16.4 Obligations.

16.4.1 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.

16.4.2 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.

16.4.3 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Publicity and Endorsement.

21.1 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.

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

22. 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.

23. 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.

24. 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.

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

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

26. 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](#). All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

27. 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:

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

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

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

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

27.5 Products containing PFAS. The Contractor must comply with Amara's Law ([Minn. Stat. § 116.943](#)), which took effect in Minnesota January 1, 2025. The law applies all products sold or distributed under the contract and prohibits the sale or distribution of some products with intentionally added PFAS within Minnesota.

28. PCI Language.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, available online at: https://www.pcisecuritystandards.org/document_library. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), **Glossary of Terms, Abbreviations, and Acronyms**, available online at: https://www.pcisecuritystandards.org/document_library.

29. 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.

30. W9

The awarded contract vendor must submit a W9 Tax Form to papi@mnlottery.com

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 this Contract.
- 1.2 The 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 this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide 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 State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this 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:

State of Minnesota
MN Lottery
2645 Long Lake Road
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 policy limits with the exception of professional liability.
- 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.

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 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 _____
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

4.2 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.

4.3 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.

Exhibit C: Specifications, Duties, and Scope of Work

1. Lodging

1.1 Room Block.

The contractor shall be able to block and hold rooms 10-15 days in advance for each of the seasonal All-Staff Meetings for an estimated 20 rooms for up to 2 nights each. This shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the contractor that any quantities shown in this solicitation are estimated quantities only and impose no obligation upon the State either minimum or maximum.

1.2 Check-In.

If rooms are not available for the required check-in time, the Contractor must provide a secure room to store luggage until the rooms are ready.

1.3 Check-Out

The Contractor must provide a secure room for MSL staff to store luggage in between check-out and the end of Staff and Sales Meeting activities upon request.

1.4 Late Arrivals

All room reservations must be guaranteed for late arrival and shall be held for the entire day. (11:59:59 pm of the day of reserved arrival). No first night's room/tax to be required for deposit in order to secure this. The charges (room & tax only) for all the rooms are to be direct billed to the MSL after the last employee's departure date.

1.5 Meal Availability

The State requires either continental breakfast and/or the option to purchase breakfast on-site.

1.6 Distance

The State requires distance from the hotel to MSL Headquarters must not exceed 5 miles.

2. Current All-Staff and Sales Meeting Schedule

MSL All-Staff and Sales meetings are currently scheduled for both Fall and Spring. Dates are listed below.

- a. Fall 2025 All-Staff and Sales Meetings: 10/28/2025 - 10/29/2025
- b. Spring 2026 All-Staff and Sales Meetings: Dates are to be determined; typically 3rd week of April. Notice of dates will be sent at least 3 months prior to check-in date.
- c. There are additional possible Sales Meetings throughout the year, but generally happen in mid-late July. Notice of any dates will be sent at least 3 months prior to check-in date.

3. Right to Inspect

The State reserves the right to inspect the facility for issues including, but not limited to odors in the facilities, damaged furniture, stained carpeting, dirty linens, mold, damaged facilities or fixtures, unsanitary conditions, facility renovation, etc. The Contractor shall provide secure, quiet and clean rooms.

The rooms will be vacuumed, all furniture dusted, and bathroom floor and fixtures must be clean. An individual not satisfied with the hotel accommodations can request a change in rooms without additional charges incurred. The Contractor shall provide alternate equivalent lodging/hotel arrangements if they cannot accommodate these requests at the submitted rate at their facility and will pay any difference in the rates.

All rooms will require a microwave and mini-fridge available during the duration of the stay.

4. Alcoholic Beverage Consumption

The State is not responsible for any alcohol-related charges. The sale and service of alcoholic beverages is regulated by the Minnesota State Liquor Commission. As a licensee, the Contractor is responsible for the administration of these regulations and as duly licensed by the State. Consumption of alcoholic beverages is restricted to persons of legal age as determined by the State and the Contractor reserves the right to challenge the age or identification of any individual. The Contractor and subcontractors reserve the right to refuse service of alcoholic beverages to any individual deemed to be intoxicated.

5. Americans with Disabilities

The Contractor represents that in accordance with the compliance dates established or required under Title III of the Americans with Disabilities Act (ADA) and the regulation promulgated thereunder, any hotel facilities being used by the State under the contract, its guest rooms and common areas will be in compliance with the public accommodation requirements of the ADA.

Elevators must be located in all main areas if there is more than one floor being used for the lodging and they must be accessible for wheelchairs and other ADA equipment requirements. At no time can a freight elevator be utilized as the main elevator for individuals with disabilities.

6. Minnesota Clean Indoor Air Act

The Contractor must comply with the Minnesota Clean Indoor Air Act, Minn. Stat. §§ 144.411-144.417. This Act protects employees and the general public from the hazards of secondhand smoke and involuntary exposure to aerosol or vapor from electronic delivery devices by eliminating smoking in public places, places of employment, public transportation, and at public meetings.

7. US Fire Administration Codes on Hotel and Motel Safety

The Contractor must be code compliant according to law, including the Hotel and Motel Fire Safety Act of 1990 (PL101-391), which was passed into law by Congress to save lives and protect property by promoting fire and life safety in hotels, motels and other places of public accommodation. The law mandates that federal employees on travel must stay in public accommodations that adhere to the life safety requirements in the legislation guidelines.

PL101-391 is applicable to all places of public accommodation and requires that such properties are equipped with: Hard-wired, single-station smoke detectors in each guestroom in accordance with the National Fire Protection Association (NFPA) standard 72; an automatic sprinkler system, with a sprinkler head in each guest room in compliance with NFPA standards 13 or 13R. Properties three stories or lower in height are exempt from the sprinkler requirement.

The United States Fire Administration (USFA) has been charged with carrying out FEMA's responsibilities with respect to the Hotel and Motel Fire Safety Act of 1990. In addition to compiling, maintaining and publishing the National Master List, USFA is also responsible for taking steps to encourage states to promote the use of automatic sprinkler systems and automatic smoke detection systems.

8. Cancellation Policy

The Vendor shall provide for same day cancellation policy at no charge up to 11:59:59 am of the day of reserved arrival and any incurred fees for cancellation after 11:59:59 am of the day of reserved arrival shall be the responsibility of the MSL.

State on the Price Schedule (Exhibit D) any charges that could be applied if the cancellations occur after 11:59:59 am of the day of reserved arrival. If no charge is indicated on the Price Schedule, the State will not pay any

cancellation fee. The cancellation fee includes all cost associated with the lodging that may be incurred by the Contractor under the Contract Terms.

9. Insurance

The Contractor must provide a Certificate of Insurance that meets the insurance requirements at the time of contract award. Insurance must be held throughout the estimated stay of staff.

10. Billing

The charges for rooms & taxes only will be Direct Billed to the MSL, 2645 Long Lake Road, Roseville, MN 55113.

Invoices ONLY shall be emailed to papi@mnlottery.com by the vendor the same day as guest departure. Each invoice shall be itemized to include the name of occupying individual, room number, date(s) of lodging, and detailed cost and taxes. All questions regarding any billing should be directed to MSL via email to papi@mnlottery.com

Only charges for the guest room rental (room & applicable taxes) will be paid by the MSL. All other charges incurred by the customer (e.g. room service, food and beverage charges, phone charges outside local phone calls) shall be the sole responsibility of the customer staying in the room. The awarded Vendor shall be responsible for billing the customer for any charges outside of the guest room rental charge.

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.

2. Price Schedule(s).

The following price schedule(s) are hereby attached and incorporated into this Exhibit D as follows:

2.1 Price Schedule A. Pricing indicated here is fixed and includes the room rate

Description	Qty	Unit Cost	Extended Cost
Room Rate	20		
Estimated Tax	20		
Cancellation Fee	1		
Total Cost			

3. Prompt Payment Terms.

Contractor's payment terms are [to be completed based on response to the solicitation, (i.e., Net 30, 1% in 30 Net 31, etc.).]

4. Taxes.

Contract price and quoted price must include taxes. Taxes should be listed in Price Schedule A in the Estimated Tax line. Room Rate listed in Price Schedule A should not include taxes. Taxes will not be considered in tabulation of award.

5. 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
- MSL Purchase Order number
- Room Number
- Occupant Name
- Date of Check-in/Check-out
- Room Rate per night
- Extended price
- Applicable taxes