State of Minnesota

MN Lottery

REQUEST FOR BID

HP Latex 730 Printer

Date Posted: October 30, 2026

- Responses must be received not later than 2:00 PM, Central Time, November 10, 2026
- Late responses will not be considered
- As of July 1, 2025, certain terms are unenforceable in state contracts. See Session Laws, 2025 Regular Session, Chapter 39, Article 2, Sec. 45.

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 651.201.2402 or go to the Office of Equity in Procurement home page, at https://mn.gov/admin/business/vendor-info/oep/.

SPECIAL NOTICE: This is a request for bid. It does not obligate the State of Minnesota 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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- Attachment A: Responder Declarations
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- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
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- Exhibit D: Pricing
- [Optional] Exhibit E: Subcontractor List

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 documents and ask questions, if any
Step 2: Write your response
Step 3: 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:

Kimberly Capocasa, Buyer
Purchasing Department
Purchasing@mnlottery.com

Questions should be emailed to the contact no later than 2:00 PM Central Time, Wednesday, November 4, 2026.
Other personnel are not authorized to answer questions regarding this Solicitation.

STEP 2 – WRITE YOUR RESPONSE

The Response Content section is in this link to Section 4. Prepare a written response and supply all requested content. Responses should address the requested information and documents detailed in Section 4. DO NOT INCLUDE Non-Public/Trade Secret data (as defined in this link to Minn. Stat. § 13.37).

Review, sign, and include the Responder Declarations with your response.

STEP 3 –SUBMIT YOUR RESPONSE

Where to Send Your Response

Submit your response to:

Purchasing Department
Kimberly Capocasa, Buyer
Purchasing@mnlottery.com

Bids must be received not later than 2:00 PM, Central Time, November 10, 2026 at the email address listed above.

Late responses will not be considered. Responses received after End Date above will not be considered, even if errors or delays were caused by issues outside of responders' control. If you need assistance please contact the purchasing department at purchasing@mnlottery.com.

By submitting a response, your company is making a binding legal offer for the period of time set forth below in Section 5, Conditions of Offer.

SECTION 2 – SUMMARY OF SCOPE

1. **Procurement Overview and Goals.**

The MN Lottery seeks to procure one HP Latex 730 large format printer. A no-substitute justification has been established based on required location restrictions, performance specifications, and operational efficiencies uniquely supported by this model.

The scope also includes the delivery, installation, and any required calibration. The purchase cost must also include operator training for staff, as well as comprehensive warranty coverage for the longest term available.

2. **Sample Tasks and Deliverables.**

Review Exhibit C to the Sample Contract for Specifications, Duties, and Scope of Work.

SECTION 3 – BID INSTRUCTIONS AND ADDITIONAL INFORMATION

1. **Anticipated Contract Term.**

The term of this contract is anticipated to be from November 2026 to December 2026, with the option to extend up to an additional 6 months in increments determined by the State.

2. **Estimated Amount.**

The estimated total dollar value of the contract is between $19,000 to $25,000. However, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this solicitation are estimated quantities only and impose no obligation upon the State either minimum or maximum.

3. **Question and Answer Instructions.**

All questions should be submitted no later than the date and time listed in Section 1, Instructions to Responders. The State is not obligated to answer questions submitted after the question due date and time.

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. This provision is not intended to prevent responders from seeking guidance from state procurement assistance programs regarding general procurement questions.

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.

4. **Dispute Resolution Procedures.**

Any issue a responder has with the RFB document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the contact person for this solicitation prior to the solicitation opening due date and time. Any issue a responder has with the Contract award must be submitted in writing to the contact person for this solicitation within five business days from the time the intent to award or the Contract award date is made public. This public notice may be made by any of the following methods: notification by letter or email, posted on the OSP website, https://mn.gov/admin/osp/ , or electronic notification by our electronic procurement system, SWIFT. The State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: the contact person for this solicitation, the Office of State Procurement (OSP) Acquisitions Manager, and the OSP Director.

SECTION 4 – RESPONSE CONTENT

Please submit the following information:

1. Specifications. Responder must offer goods that meet the specifications detailed in Exhibit C: Specifications, Duties, and Scope of Work attached to the Sample Contract.

2. Cost Detail. Review Attachment B, "Pricing," attached to this solicitation, and complete and submit Exhibit D Price Schedule, attached to the Sample Contract.

3. Product Documentation. Responder must provide equipment sales literature, technical data or specifications, a user manual, or other documentation about the product upon request by the State, and at no cost to the State. Product documentation should include items such as, but are not limited to, product information, product functionality, and operation instructions. Product documentation may be provided digitally unless the State requires the documentation be provided in print.

4. License Agreements, Maintenance Agreements, or Other Terms and Conditions. Responder must provide any license agreements, maintenance agreements, or any other terms and conditions relevant to the work under a resulting contract. Review and approval by the State will be required prior to contract execution. In the event Responder fails to comply with this provision, Responder agrees that it will not seek to enforce terms and conditions of any such agreement against the State. Further, failure to provide any of the pertinent documents upon request may result in the State not agreeing to sign any additional documents, rejecting your response, or cancelling the award.

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

1. Attachment A: Responder Declarations
2. Attachment C: Responder Forms

DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).

SECTION 5 – UNENFORCEABLE TERMS AND SOLICITATION TERMS

Unenforceable Terms

As of July 1, 2025, certain terms are unenforceable in state contracts. See Session Laws, 2025 Regular Session, Chapter 39, Article 2, Section 45.

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.

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**

A responder may withdraw its response prior to the due date and time of the Solicitation. 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 Solicitation Administrator in writing of the desire to withdraw.

After the due date and time of this Solicitation, 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 Solicitation Administrator 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 location or item, including category, by groups of items, or all items (therefore, the responder is encouraged to offer a response for all locations or items); and
- Interview key personnel or references.

6. **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.

7. **Responses are Nonpublic during Evaluation Process**

All materials submitted in response to this Solicitation will become property of the State. During the selection process, with the exception of information that becomes public after bids are due, 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.

8. **Trade Secret Information**

8.1 Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37.

8.2 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.

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

8.4 A responder may present and discuss trade secret information during an interview or demonstration with the State, if applicable.

9. **Conditions of Offer**

Unless otherwise approved in writing by the State, Responder's response pertaining to the sale of goods will remain firm for 90 days, until it is accepted or rejected by the State.

10. **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.

11. **Requirements Prior to Contract Execution**

Prior to contract execution, a responder receiving a contract award must comply with any submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.

12. **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 (VO) businesses will receive points equal to 12% 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 651.201.2402.

13. **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.

14. **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.

15. **Specifications**
A 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.

16. **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. The law prohibits the sale or distribution of some products with intentionally added PFAS within Minnesota.

17. **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.

18. **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. A prompt payment discount will be calculated from the date of acceptance of an undisputed invoice or upon the date a disputed invoice is resolved.

19. **Building Construction Contractor Registration.**
Per Minn. Stat. § 326B.701, unless exempt, any person, as defined by Minn. Stat. § 181.723, subd. 1(a), who performs public or private construction services must register with the Department of Labor and Industry (DLI). Registration is required prior to receiving a contract award.

19.1 Building construction contractors, including independent contractors, subcontractors, and business entities providing public or private sector commercial or residential building construction or improvement services must be registered with DLI.

19.2 The registration requirement does not apply to workers and businesses that are already licensed, registered, or certified with the Department of Labor and Industry, nor does it apply to employees.

19.3 General or Prime Contractors will be able to verify that subcontractors are registered on the searchable Department of Labor and Industry Contractor Look-up website.

19.4 The law provides for penalties for failure to register, hiring unregistered contractors, misclassifying employees, and coercing others to form a business entity.

For additional information and to register go to www.dli.mn.gov/register or contact the Department of Labor and Industry at 651.284.5074 or email: dli.register@state.mn.us.

20. **Non-Minnesota Contractors.**
Minn. Stat. § 290.9705 requires public entities to deduct and withhold eight (8) percent of cumulative calendar year payments to Non-Minnesota Contractors which exceed $50,000. The statute allows for an exemption of this requirement under specific circumstances that are listed in the "Reason for Exemption" section of the Exemption from Surety Deposits for Non-Minnesota Contractors Form (see link below). The Contractor must file a separate application for exemption for each contract.

In order to formalize this exemption you must, prior to being sent a Contract, complete this Form available at https://www.revenue.state.mn.us/sites/default/files/2022-03/sde_21.pdf, and submit to Minnesota Revenue. If approved, provide the ordering entity with a copy executed by Minnesota Revenue. The address to send the form for execution is:

Minnesota Revenue
Mail Section 5410
St. Paul, MN 55146-5410