State of Minnesota Contract

MN Lottery Contract Number: _____

This Contract is between the State of Minnesota, acting through its Director of MN 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 Printing: Game Cards_RFB on 11/2/26 for the printing and delivery of the MN State Lottery game display cards. ("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

Term of Contract

Effective date. December 6, 2026, 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.

Expiration date. [Spell out full date (e.g., March 31, 2020)], or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional one (1) year, in increments as determined by the State, through a duly executed amendment.

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

Contractor's Duties

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

Representations and Warranties

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.

SAMPLE

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.

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.

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.

Compensation and Conditions of Payment

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.

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.

Authorized Representative

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

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.

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
Exhibit E: Subcontractor [optional, if needed]

SAMPLE

1. State Encumbrance Verification

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

2. Contractor

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

Print name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency – MN State Lottery

With delegated authority

Print name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated by The Office of State Procurement

Print name: _____

Signature: _____

Title: _____ Date: _____

SAMPLE

Exhibit A: Contract Terms

1) Prompt Payment and Invoicing.

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.

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.

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.

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.

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.

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.

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.

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.

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.**

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.

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.

Contractor must confirm delivery locations and requirements with the ordering entity. Prior to delivery, the Contractor is responsible for confirming in writing with the ordering entity that the delivery location will accommodate unloading the equipment. Contractor must notify the receiving entity at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on a State Holiday (as defined in Minn. Stat. § 645.44, subd. 5), on Saturday or Sunday, or after 4:00 p.m. Central Time on weekdays, without prior written approval by the receiving entity.

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

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

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

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

13) **Product Changes During the Contract.**
All product offered should be available during the initial term of the contract. The Contractor must notify the State's Authorized Representative immediately if the manufacturer discontinues or replaces a contracted model number. A replacement model number must meet the contract specifications. The State is under no obligation to accept a replacement model. Any change to a contracted model number must be confirmed in writing by the State through a written amendment. The State reserves the right to request documentation for any requested change under this section to evaluate how the specifications of the replacement product deviates from the specifications of the replaced product.

14) **Product Returns.**

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

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

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

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

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

15) **Subcontracting and Subcontractor Payment.**

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

After the effective date of the Contract, the Contractor shall not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

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

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

16) **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.

17) **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.

18) **Intellectual Property Rights.**

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

"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.

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

"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.

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.

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.

19) **Obligations.**

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.

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.

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.

20) **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.

21) **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.

22) **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.

23) **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.

24) **Publicity and Endorsement.**

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.

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

25) **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.

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) **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:

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

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

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

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

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.

30) **Paper and Printing Requirements.**
In accordance with Minn. Stat. § 16C.073, when practicable under the scope of the Contract, the Contractor shall:

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

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

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

31) **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.

32) **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.

33) **Definitions.**
Printed Proofs and Electronic proofs: preliminary proofing, but a hard copy, high-quality, color-accurate proof is also required prior to production. Failure to do so may result in cancellation or termination of the Contract/purchasing order. This printed proof provides assurance that the printer is translating the Lottery's electronic files correctly and there is no misunderstanding with the print instructions/specifications.
A color-accurate electronic PDF proof – sending via email attachment or providing the MSL with the vendor's filesharing website.

34) **W9.**
The Awarded Contract vendor must submit a W9 Tax Form to papi@mnlottery.com

Exhibit B: Insurance Requirements

This Contract does not have any insurance requirements.

Exhibit C: Specifications, Duties, and Scope of Work

1. **Scope of Work.**
MN State Lottery (MSL) utilize Game Cards as part of promotional advertisement. These cards are customized to fit ticket dispenser displays at retailer locations to make it easy for the consumer to identify and purchase new games. New cards will be ordered periodically based on MSL's promotional schedule, estimated to be 4 cards or art files per month

2. **Duties.**
The Contracted Vendor will work closely with MSL's Print Coordinator and assist in printing Game Cards. The Contracted Vendor is also responsible with delivery of goods according to deadlines.

3. **Print Specifications.**
There are 2 versions of Game Cards (see table 3.3), and each version has between 1-5 art files per order. Contracted Vendor must follow requirements stated below. If Contract Vendor wishes to change any part of specification, approval from MSL is required, and Amendment must be executed for duties/specifications not listed here.

3.2 Print/Project specifications.

- Paper Stock must be 100# GLOSS Cover
- Inks are 4/4, product should use materials that are eco-friendly and fade resistant (up to 4 months)
- Print Process**:** Offset or Digital. Must specify process used in Exhibit D: Pricing.
- Quantities: Actual quantity is subject to change.
    - Specified for each version
    - Primary Game Cards 4"x4":
        - (1) One to (5) five art files per order placed, with the average being 4 art files per order
        - Estimated orders per contract year are 12-16.
        - Average quantity of cards ordered 4,500 – 5,500
    - Secondary Game Cards 3"x4"
        - Average (1) one art file per order, estimated orders per contract period (3) three times
        - Average quantity of cards ordered 1,500 – 2,500

3.3 Game Card Versions.

Game Card Version #	Finish/Bindery
1 – New Game Cards (Primary) Size: 4" x 4"	Cut to size, rubber band cards into packs of 50 each.
2 – Game Info Cards (Secondary) Size 3" x 4"	Slip sheet, shrink wrapped or banded into pack of 50 each

4. **Delivery and Packaging Specifications.**
Contract Vendor may work directly with Print Coordinator or delegated authority to confirm accurate packaging instructions at the time of order.

- Delivery Location: 2645 Long Lake Rd. Roseville, MN 55113
- *Packing specifications subject to change based on quantity ordered*.
- Package securely so product remains undamaged in shipping.
- Mark cartons with the Job Name and number of quantities within.

- Must include packing slip.
- Max weight 50lbs, refer to shipping detail attached to Purchase Order for transportation/receiving dock requirements.

5. Over and Under Runs.

Over-runs or under runs of no more than 5% of the total quantity are not acceptable without prior written authorization by the State's approval. This does not apply to any inaccuracy as specified in Exhibit C.

6. Brand Colors

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 Light Blue 2198, and PMS Navy 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.

7. Materials

Product must use eco-friendly materials and be fade resistant for up to 4 months via fade resist ink, coating, or relevant production process. Cost should be included with product unit price when quoted in Price Chart. Must specify processed used if award on Exhibit D: Pricing.

8. Proof Specifications

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, an 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.

- 1 high resolution PDF Proof of each.
- 1 pre-production hard proof that is the exact match of the final product, of each.
    1) *Will accept hard proof(s) relevant to industry standards of quoted production method*

9. Materials

Product must use eco-friendly materials and be fade resistant for up to 4 months via fade resist ink, coating, or relevant production process. Cost should be included with product unit price when quoted in Price Chart. Must specify processed used if award on Exhibit D: Pricing.

10. Art Files:

- All artwork remains the property of the Minnesota State Lottery.
- Artwork to be provided to vendor upon award.
- Artwork to be provided by MSL via electronic file or email.
- 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.

Exhibit D: Pricing

1) **Contract Pricing.**

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:

a) **Price Schedule A: Primary Game Cards**

Average Number of Cards	**Unit Price (ea)**	**Average # of Files**	**Total Per Order**
3,500 – 4,500		4	
4,500 – 5,500		4	

b) **Price Schedule B: Secondary Game Cards**

Average Number of Cards	**Unit Price (ea)**	**Average # of Files**	**Total Per Order**
1,500 – 2,500			

c) **Price Schedule C: Additional Proofs (Only if requested) per file ordered**

Type of Proofs	Primary Game Card - Unit Price (ea)	Secondary Game Card - Unit Price (ea)
High Resolution PDF Proof		
Pre-Production Hard Proof		

d) Price Schedule D: Contract Vendor confirms the information provided below are the products and/or methods used for printing this project.

Paper Manufacture Type:	☐	MN Paper: _____Mfg Name & Location	☐	Non-MN Paper

Specify Print Process: _____

Specify Paper Stock: _____

Specify Press / Ink Information: _____

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) **Delivery.**
Contractor must deliver the ordered goods [to be completed based on response to the solicitation (i.e., 10 days, 6 weeks, etc.)], after receipt of order (ARO).

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

6) **Taxes.**
Do not add sales tax to the prices being offered. Final invoice must include all applicable taxes for payment to awarded vendor.

7) **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 PO number field
- Item/service description
- Item quantity
- Unit price
- Extended Cost
- Applicable Taxes
- Total Due
- Customer name

Exhibit E

SUBCONTRACTORS LIST

THIS FORM MUST BE COMPLETED PRIOR TO CONTRACT EXECUTION

SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

I certify by signing this form under oath that I am an owner or officer of the company, and that:

All first-tier subcontractors listed above have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in **Minn. Stat. § 16C.285.** A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier and motor carriers, pursuant to subdivision 3, clause (7).

_____ _____

Authorized Signature of Owner or Officer Company Name

_____ _____

Print Name Date

_____