

REQUEST FOR BID (RFB)
FOR A PRICE AGREEMENT CONTRACT

Dispensers

November 2, 2009 12:00 pm CST

1. **TIME OF SUBMISSION.** All sealed responses must be received by the Minnesota State Lottery by the due date and time. All responses will be time-stamped showing the date and hour received. **LATE RESPONSES WILL NOT BE CONSIDERED.**
2. **ALTERATIONS OR ERASURES.** An alteration or erasure of any price contained in the response shall be rejected unless the price figure is crossed out and the correction is printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the response. **THIS INCLUDES, BUT IS NOT LIMITED TO, CORRECTION FLUID AND TYPEWRITER CORRECTION TAPE. RESPONSES PREPARED IN PENCIL WILL BE REJECTED.**
3. **AUTHORIZED SIGNATURE.** The response must be fully and properly executed by an officer or other authorized representative of the responder.
4. **ACCEPTANCE OR REJECTION OF RESPONSES.** The State reserves the right to accept or reject any or all responses, or parts of responses, and waive any informalities.
5. **ADDENDA TO THE RFB.** Changes to the RFB will be made by written addendum. Any addenda issued will become part of the RFB. Each responder must follow the directions on the addendum. All requests for clarification must be directed to the contact person listed in the RFB.
6. **RESPONDER ERRORS.** Prior to the opening any responder may withdraw its response by notifying the Minnesota State Lottery in writing of the desire to withdraw by telegraphic writing or facsimile received by the buyer requesting withdrawal of the response.

Subsequent to the opening of responses, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to the buyer within a reasonable time after the opening of the response and prior to the State's detrimental reliance on the response.

7. **IDENTIFICATION OF OFFER.** Responses shall indicate brand name, trademark, catalog number, model, etc., as applicable, on the response form for the products offered. If products offered are other than specified, the response should include descriptive literature with illustrations.
8. **SPECIFICATIONS.** Responses will be held to strict compliance with the specifications. If a response deviates from the specifications, the deviation must be clearly noted. When brand names or manufacturers' numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the RFB states "No Substitute." Responses will be considered on other makes, models, or brands having comparable quality, style, and performance characteristics. All specifications are for new items unless otherwise noted in the RFB document. Alternate responses offering lower quality will not be considered. The State reserves the right to reject any or all responses that are not an approved equal.
9. **MATERIAL DEVIATION.** The responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the State's terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR BID. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS AND CONDITIONS, SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the RFB General or Special Terms and Conditions, and specifications that:

- a. Gives the responder taking the exception a competitive advantage over other responders, or
 - b. Gives the State something significantly different from that which the State requested.
10. **DELIVERY.** The responder is to state the delivery time offered in the space provided on Page 1 of the RFB. When delivery time is an important factor, the RFB will so state; in such cases delivery may be a factor in the award. The State reserves the right to reject a lower-priced response that offers delayed or protracted delivery in favor of a higher-priced response offering a more timely delivery. Such responders are obligated to deliver within the quoted

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lead times. If delivery is not made within that time frame, the State reserves the right to purchase necessary quantities from alternate sources and charge any price premium to the Contract Vendor.

11. **PRICES.** A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse unless otherwise stated in the Special Terms and Conditions. Price reductions must be passed on immediately to the State whenever they become effective. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO. Prices must be quoted in United States currency.
12. **CASH DISCOUNT TERMS.** Discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date of receipt of the invoice, receipt of shipment or date of acceptance, whichever is later. If testing is performed, however, then the date shall be the date of acceptance of the goods or services.
13. **PAYMENT.** Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days."
14. **PUBLICITY.** The responder shall not make any representation of the State's opinion or position as to the quality or effectiveness of the product and/or services that are the subject of the Contract without the prior written consent of the State's Acquisition Management Specialist. "Representations" include, but are not limited to publicity, advertisements, notices, press releases, reports, signs, and similar public notices.
15. **TAXES. DO NOT INCLUDE** sales tax in pricing.
16. **ACTING IN CASES OF DOUBTFUL RESPONSIBILITY.** If the State's authorized agent, on the basis of available evidence, concludes that a particular vendor appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.
17. **NONRESPONSIVE OFFERS.** Responses that do not comply with the RFB will be considered nonresponsive and will be rejected.
18. **COPYRIGHT.** The responder shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, for or on account of the use of any copyrighted or noncopyrighted composition, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.
19.
 - a. **AWARD.** Unless otherwise provided for in the RFB, the award will be made to the lowest responsible vendor meeting the specifications and all terms and conditions. Unless otherwise stated in the Special Terms and Conditions, **the State reserves the right to award items separately, by grouping items, by total lot or by issuing multiple awards to more than one responder.**
 - b. **LOW-TIED RESPONSES.** Low-tied responses will be resolved by the State's authorized agent according to the local purchasing policies stated in the ALP manual.
 - c. **TG/ED PREFERENCE.** In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses will receive a **6 percent** preference and certified economically disadvantaged (ED) businesses will receive a **6 percent** preference, except for construction which will receive a **4 percent** preference, on the basis of award for this RFB. The preference is applied only to the first \$500,000 of the response. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time. To verify TG eligibility and certification or ED certification, refer to the MMD web site at www.mmd.admin.state.mn.us under "Vendor Information," or call the division's Helpline at 651.296.2600.
20. **COMPETITION IN RESPONDING.** The State desires and encourages free and open competition among responders. Whenever and wherever possible, the State's specifications and the General Terms and Conditions will be designed to accomplish this objective, consistent with the necessity to satisfy the State's needs and while obtaining best value. 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. Suggestions from responders regarding the requirements of the RFB procedures are welcome and will be given careful consideration.

21. **GOVERNING LAW.** The RFB and the Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed “goods” within the meaning of the UCC, except when to deem such services as “goods” is unreasonable.
22. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State, and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination.
23. **JURISDICTION AND VENUE.** The RFB and the Contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.
24. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and Contract Vendor will be relieved of all obligations arising under the provision; if the remainder of the Contract is capable of performance, it will not be affected by the declaration or finding and will be fully performed.
25. **SURVIVABILITY.** The rights and duties of the State and the Contract Vendor will survive the expiration or cancellation of the Contract.
26. **ASSIGNMENT.** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State’s authorized agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State’s authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor’s right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.
27. **CONFLICT OF TERMS.** In the event of any conflict between the General Terms and Conditions, and any Special Terms and Conditions, the Special Terms and Conditions govern.
28. **ORDERING PROCEDURE.** To order goods or services, purchase orders will be issued against the Contract for the goods or services required during the term of the Contract.
29. **CANCELLATION OF THE CONTRACT.** The contract may be cancelled by the State or the commissioner of Administration at any time, without cause, upon 30 days’ written notice to the Contract Vendor. In the event the Contract Vendor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.
30. **FORCE MAJEURE.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.
31. **COPYRIGHTED MATERIAL WAIVER.** The State reserves the right to use, reproduce, and publish responses in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that a

response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

32. **STATE AUDITS (Minn. Stat. § 16C.05, Subd. 5).** The books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract must be made available to and subject to examination by the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract.
33. **TRANSPORTATION.** Prices offered are to include delivery charges FOB Destination prepaid and allowed, unless otherwise specified in the RFB, Contract or purchase orders (POs). Contract Vendors must also be able to deliver to the person specified on the POs for those situations in which the "deliver-to" address has no receiving dock or agents.
34. **SUBCONTRACTORS.** In the event the Contract Vendor hires subcontractors to perform all or some of the duties of the Contract, the Contract Vendor understands that Minn. Stat. § 16A.1245 requires that any such subcontractor be paid within 10 days of the Contract Vendor's receipt of payment from the State for undisputed services provided by the subcontractor. The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor any amounts due from the Contract Vendor for work performed under the Contract and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor. The Contract Vendor shall ensure that the subcontractor transfers all intellectual or industrial property rights to the State, including but not limited to any copyright it may have in the work performed under the Contract, consistent with the intellectual property rights ownership section of the Contract. In the event the Contract Vendor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under the Contract, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Contract Vendor.
35. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270.66, Minnesota Contract Vendors are required to provide their Minnesota Tax Identification Number and Federal Employer Identification Number (or Social Security Number). Non-Minnesota Contract Vendors are required to provide their Federal Employer Identification Number (or Social Security Number) only. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
36. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the equipment during periods of transportation, installation, and during the time the equipment is in possession of the State, unless and until such time as unencumbered title for the goods is vested in the State and the goods are in exclusive possession of the State.
37. **INDEMNIFICATION AND HOLD HARMLESS.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract. The State's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable laws.
38. **DEFAULT.** A State purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the requisitioning entity after delivery. No substitutions or cancellations are permitted without approval of the State. Back orders, defaults in promised delivery, or failure to meet specifications in the purchase order and/or the RFB authorize the State's Agent to cancel the award or any portion of it, purchase elsewhere, and charge the full increase, if any, in cost and handling to the defaulting responder. A Contract Vendor

may be removed from the State's vendor list or suspended from receiving awards for consistent failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on defaulted Contracts.

39. **NONCOLLUSION CERTIFICATIONS.** When included with the RFB, the responder shall complete and submit the Affidavit of Noncollusion.
40. **DISPOSITION OF RESPONSES.** All materials submitted in response to this RFB will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFB that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must:
- a. clearly mark all trade secret materials in its response at the time of the response is submitted,
 - b. include a statement with its response justifying the trade secret designation for each item, and
 - c. defend any action seeking release of the materials 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 materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to the RFB, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its contracts, including responses to RFBs, for a minimum of seven years.

The State will not consider the prices submitted by the responder to be trade secret materials.

41. **GOVERNMENT DATA PRACTICES ACT.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13.

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data referred to in this article by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

42. **REQUEST FOR CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in the RFB, it shall immediately notify the Contact Person in writing, as specified in the introduction, of such error and request modification or clarification of the document.
43. **ENTIRE AGREEMENT.** A written Contract (including the contents of the RFB and the Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties.
44. **STATE AGENCY CONTRACT USE.** The State intends to use the RFB and resulting Contract to meet its needs for goods and services purchased under the authority of the commissioner of Administration. An exception will be made when the commissioner of Administration or authorized delegate determines that the State will achieve its "best value" by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.
45. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and

belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- . a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- . the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- . the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the State's authorized agent, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," and "State's authorized agent" modified appropriately to preserve the State's rights.

46. **AMENDMENTS.** The State reserves the right to make changes to the contract, when mutually agreed to by the State of Minnesota and the Contract Vendor, if the changes are within the general scope of the Contract. The changes to the contract will be made by Contract amendment. An approved Contract amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response for ____ has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other responder of materials, supplies, equipment or services described in the RFB, designed to limit fair or open competition;
3. That the contents of the RFB response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Authorized Signature:

Date:

Firm Name:

Subscribed and sworn to me this _____ day of

Notary Public

My commission expires

STATE OF MINNESOTA

TAXPAYER IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270.66).

Firm Name: _____

Address: _____

Federal Employer ID Number or Social Security: _____

Minnesota State Tax ID Number: _____

Minnesota Vendor Registration Number: _____

If you are not registered as a vendor to the State, you may register online at
(Note: If approved, you will receive your vendor number three business days
after you register.)

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

PREFACE STATEMENT. THE INFORMATION CONTAINED IN THIS SECTION DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE RFB AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

1. Specifications:

82 – 12 game remote base with 3 drawers (#200482)

- Made of durable ABS plastic with “wings” on the side, pre-drilled holes to allow for screwing into the counter underneath.
- Base size is 19” (across the front) and 15 ¼” deep (clerk to customer side) and 7.5” tall
- Dispensing drawers/trays for ticket packs up to 12” long with one piece base of .110 white ABS plastic, ticket tighteners will be injection molded clear ABS plastic, each tray has three vertical dividers of .150 white ABS plastic glued to the tray in the ticket surface area. Two removable ¼” thick x 17.25” hold down rods will be attached in holes through these dividers

71 – 20 game remote base with 5 drawers (#200483)

- Made of durable ABS plastic with “wings” on the side, pre-drilled holes to allow for screwing into the counter underneath.
- Base size is 19” (across the front) and 15 ¼” deep (clerk to customer side) and 13” tall
- Dispensing drawers/trays for ticket packs up to 12” long with one piece base of .110 white ABS plastic, ticket tighteners will be injection molded clear ABS plastic, each tray has three vertical dividers of .150 white ABS plastic glued to the tray in the ticket surface area. Two removable ¼” thick x 17.25” hold down rods will be attached in holes through these dividers

Sample must be submitted with your bid.

Deliveries

Include delivery charge in the price quote for each of the following addresses.

Minnesota State Lottery (VI)
130 Chestnut St.
Virginia, MN 55792

No loading dock available. Send a truck with a power tailgate. Deliveries must be completed by 4:00 pm. Contact clerk before delivery. Shelly 218-748-2450

Minnesota State Lottery (DL)
111 Highway 10 E.
Detroit Lakes, MN 56501

No loading dock. Need power tailgate. No semi-trucks allowed, only straight truck up to 24’. Contact clerk before delivery. 218-846-0700

Minnesota State Lottery (MA)
750 West College Drive
Marshall, MN 56258

Has a truck level loading dock, pallet size no problem. Dock can handle semitrailers. Contact clerk before delivery. 507-537-6041

Minnesota State Lottery (OW)
205 Cedardale Drive
Owatonna, MN 55060

Has a truck level loading dock, pallet size no problem. No semis longer than 48’. Contact clerk before delivery. 507-444-2400

Minnesota State Lottery (RO)
2645 Long Lake Rd.
Roseville, MN 55113

Has loading dock and semitrailers must be under 53’. 651-635-8158
Pallets not larger than 44” x 48”, and not to exceed 66” high, all items should not exceed the size of the pallet

All deliveries must be palletized. Bulk packages not exceeding fifty (50) pounds each. All pallets will be shrink wrapped. **All packages must be clearly labeled identifying them by item number.** There will be no mixing of different items (i.e., one item per box/pallet, etc.) Lottery reserves the right to reject shipments not meeting shipping specifications

2. **STATE EMPLOYEE PARTICIPATION.** In compliance with Minn. Stat. § 16C.09, the availability of this contracting opportunity is being offered to State employees. The State will evaluate the responses of any State employee, along with the other responses to the Request for Bid.

Price Quote

	Price Each	Total Price
12-Game Remote Base w/3 Drawers (82) (12-VI, 6-DL, 12-MA, 2-OW, 50-RO)	_____	_____
20-Game Remote Base w/5 Drawers (71) (24-VI, 6-DL, 12-MA, 29-RO)	_____	_____

The Minnesota State Lottery reserves the right to order additional quantities at the same price within the next twelve months.

Sample must be submitted with bid.

Delivery required by November 27, 2009 or state earliest delivery date _____.