



State of Minnesota Contract

SWIFT Contract No.: 183697

This Contract is between the State of Minnesota, acting through its “Commissioner of the Minnesota Department of Administration” (“State”) and Sury’s Inc. whose designated business address is 20 Nutmeg Drive, Trumbull, CT 06611 (“Contractor”).

Recitals

1. Under Minn. Stat. § 15.061 and other applicable law the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of printing of Minnesota commercial vehicle inspection decals for the Minnesota State Patrol (MSP).

Contract

1. Term of Contract

- 1.1 Effective date: November 1, 2020, 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 Acquisition Management Specialist (AMS) to begin the work.
- 1.2 Expiration date: October 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 48 months through a duly executed amendment.
- 1.3 Survival of terms: The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; and Governing Law, Jurisdiction, and Venue; Data Disclosure. Any other Contract term that states it shall survive, shall survive.
- 1.4 Contract Use: This Contract is not exclusive and shall not be construed as guarantying a minimum or maximum amount of usage.

2. Contractor’s duties

The Contractor represents that it is duly qualified and agrees to perform all duties described in this Contract to the satisfaction of the State.

3. 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.

4. Compensation and conditions of payment

4.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D: Price and Payment Schedule.

4.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

5. Authorized Representatives, Acquisition Management Specialist, and Designated Contact Person.

The Minnesota State Patrol State Authorized Representative (MSP SAR) is Captain Jonathan R. Olsen, Minnesota State Patrol Commercial Vehicle Section; 1110 Centre Pointe CRV, Suite 140; Mendota Heights, MN 55120; Phone: 651-350-2012; jonathan.olsen@state.mn.us, or his successor or delegate, and has the responsibility to monitor the Contractor's performance.

The Acquisition Management Specialist (AMS) is Marsha West, Acquisition Management Specialist (AMS), 50 Sherburne Avenue, Suite 112, 112 Administration Building, St. Paul, MN 55155; 651-201-2452; marsha.west@state.mn.us or her successor or delegate, and is the staff person from the Minnesota Department of Administration identified as the contact person responsible for the contract administration of the Contract.

The Designated Contact Person (DCP) is the staff person or agent from a State department, agency, facility or institution who has authority to request and pay for services in accordance with the Contract. If the services are satisfactory, the Designated Contact Person (DCP) will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is Stacy DeJulio, VID Sales Specialist at the following business address and telephone number: 20 Nutmeg Drive, Trumbull, CT 06611, Phone: 203-690-3621, Email: S.dejulio@surysinc.com, or her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

6. Definitions. For this Contract, the definitions contained in Exhibit E: Definitions for Contract of this Contract are applicable, are attached, and are incorporated into this contract.

7. Exhibits

The following documents are attached and incorporated into this contract:

Exhibit A: Contract Terms

Exhibit B: Insurance Terms

Exhibit C: Specifications, Duties, and Scope of Work

Exhibit D: Price and Payment Schedule

Exhibit E: Definitions for Contract

1. 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.

Company name: Surys Inc.

Print name: William G. Mahony Jr.

Signature: 

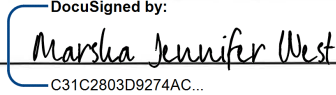
Title: C.E.O.

Date: September 25, 2020

2. Office of State Procurement

in accordance with Minn. Stat. §16C.03, subd. 3

Print name: Marsha Jennifer west

Signature: 

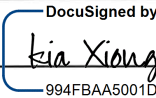
Title: Acquisition Management Specialist/ Buyer

Date: 9/30/2020

3. Commissioner of Administration

or delegated representative

Print name: Kia Xiong

Signature: 

Title: Acquisitions Supervisor

Date: 9/30/2020

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

- 1.1 Prompt Payment. The State will pay pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

- 1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Attachment 2 with the Contract, unless an alternative format is approved in writing by the Acquisition Management Specialist, or delegate. See Exhibit D, Attachment 2 for a list of minimum invoice requirements.

2. Assignment, Amendments, Waiver, and Contract Complete.

- 2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.
- 2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. Termination.

- 3.1 Termination by the State. 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, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.
- 3.2 Termination for Default. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. 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 within a reasonable time of the State's receiving that notice.

4. Force Majeure.

Neither party shall be responsible to the other or considered in default of its obligations hereunder 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 defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

5. Indemnification.

In the performance of this Contract by 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 Contractor 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 Contractor's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

In addition, the Contractor shall also 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 out of any pollution, environmental damage or adverse effects on the environment or impacts to human health related to the waste materials and process residuals after acceptance of the waste materials, or while waste materials are in the possession of the Contractor, its agents, employees, or subcontractors.

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 Contractor may have for the State's failure to fulfill its obligation under this Contract.

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. 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.

10. 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.).

11. 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.

12. Subcontracting and Subcontract Payment.

12.1 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 Acquisition Management Specialist (AMS) can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the Acquisition Management Specialist (AMS), 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 Acquisition Management Specialist (AMS), 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.

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

13. 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.

14. 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 Acquisition Management Specialist (AMS) as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

15. Intellectual Property Rights.

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

15.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

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

15.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

15.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

15.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

15.4 Obligations.

15.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the Acquisition Management Specialist (AMS) written notice thereof, and must promptly furnish the Acquisition Management Specialist (AMS) with complete information and/or disclosure thereon.

15.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities.

15.4.3 Indemnification. Notwithstanding Paragraph 5, 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.

16. 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.

17. Survivability of Orders.

In the event the term of any order or Professional/Technical Services work order ("order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract. No new orders may be issued after the termination or expiration of the Contract.

18. Order of Precedence.

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. 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.

19. 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 end of this Contract.

20. Usage Reports.

Contractor is required to furnish Contract usage data (usage reports) to the Acquisition Management Specialist (AMS) at the following email address: osp.usagereports@state.mn.us. Contract usage reports must consist of the total dollars spent by the State and other entities, broken down into two categories: State agencies and CPV members. The reporting frequency is at a minimum annually, or as otherwise requested. A final usage report is required at the expiration or termination the Contract. Failure to provide usage reports may result in contract cancellation. This term survives the expiration or termination of the Contract.

21. Insurance.

Contractor must comply with all insurance requirements specified in Exhibit B of the Contract. Prior to execution of the Contract, amendment, or assignment agreement, the State must have a current copy of the Contractor's Certificate of Insurance that meets the Contract insurance requirements.

22. Delivery.

Contractors are 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.

23. Publicity and Endorsement.

23.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the Acquisition Management Specialist (AMS). 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.

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

24. 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 Acquisition Management Specialist (AMS) if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

25. Federal Funds.

Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

26. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

27. 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.

28. 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.

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

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

30. E-Verify Certification (in accordance with Minn. Stat. § 16C.075). [Remove if Contract is for Goods only]

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

31. Affirmative Action Requirements

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

31.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

31.2 Minn. R. 5000.3400-5000.3600.

31.3 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

31.4 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

(1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

31.5 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

31.6 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

32. Equal Pay Certification

If Contractor is required by Minn. Stat. §363A.44 to have a current Equal Pay Certificate, and that Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the Acquisition Management Specialist (AMS) once the Contractor has received the renewed Equal Pay Certificate. If Contractor is exempt, the State may require Contractor to verify its exempt status.

33. 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.

34. Quality and Performance.

34.1 Overruns and under-runs will not be accepted.

34.2 The State requires that problems and issues with the production, printing, and delivery of the Minnesota commercial vehicle inspection decals will be resolved timely and to the satisfaction of the State.

34.4 The Contractor will guarantee there will be no missing or duplicate numbers. Minnesota commercial vehicle inspection decals with duplicate or missing numbers or do not meet contract requirements will be addressed by the Contractor immediately and resolution of the issue to the Minnesota State Patrol State Authorized Representative (MSP SAR) satisfaction will occur within two (2) weeks of the report of an issue.

34.5 Continued delivery of inferior quality Minnesota commercial vehicle inspection decals such as missing or duplicate numbers may result in the State purchasing the replacement Minnesota commercial vehicle inspection decals on the open market and charge the difference in the open market and Contract price to the Contractor. Continued delivery of inferior quality Minnesota commercial vehicle inspection decals may result in cancellation or termination of the Contract. "Inferior quality" is defined as Minnesota commercial vehicle inspection decals that do not meet the contract requirements and will be determined at the sole discretion of the Minnesota State Patrol State Authorized Representative (MSP SAR).

Exhibit B: Insurance Requirements

This Contract does not have any insurance requirements.

Exhibit C: Specifications, Duties, and Scope of Work

1. CONTRACT USE. Contractor shall provide printing, processing, and delivery of Minnesota commercial vehicle inspection decals for the Minnesota State Patrol (MSP), on an as needed basis. Quantities may vary.

1.2 Adding Additional Related Products or Services. After execution of the Contract, the State, with mutual agreement of the Contractor, reserves the right to add additional related products or services to the contract through a fully executed amendment.

2. SPECIFICATIONS FOR MINNESOTA COMMERCIAL VEHICLE INSPECTION DECALS.

2.1 Title. Minnesota Commercial Vehicle Inspection Decals. (2021, year will change).

2.2 Estimated Quantity. 350,000 each. The State reserves the right to increase or decrease quantities as budget allows. The State will not be held liable for any quantities not ordered.

2.3 Numbering. Eight (8) digits sequentially numbered. Numbers to be determined after the Contract execution by the Minnesota State Patrol State Authorized Representative (MSP SAR).

2.4 Size. Overall 3-1/8" x 3". Decal is 3" x 3" with 1/8" strip at top. There will be no staples in the 1/8" strip. Decals will not be stapled together.

2.5 Counterfeit Protection. The decals must be destructible when an attempt is made to remove them. This material must fracture if tampered with, making it impossible to remove in one piece for reapplication. The decals cannot be removed without showing evidence of tampering. The decals must have a counterfeit and official use only mark embedded for instant identification to make it virtually impossible to be replicated or forged.

2.6 Backing. Sticky back. Decal will be applied to the outside of the windshield.

2.7 Stock. Adcolite #6000 Security Sheeting "official use only" OR APPROVED EQUAL.

2.8. Color. To be mutually agreed by Contractor and the Minnesota State Patrol State Authorized Representative (MSP SAR). The color of the decal will change each year, with the recommendation coming from the Minnesota State Patrol Authorized Representative.

2.9 Ink. White, silver, or black and determined by the Minnesota State Patrol State Authorized Representative (MSP SAR). Must be clear coated after the print process.

2.10 Proofs. One (1) color proof shall be provided to the Minnesota State Patrol State Authorized Representative (MSP SAR). The Contractor must not proceed with printing until the proof has been approved by the Minnesota State Patrol State Authorized Representative (MSP SAR). Note that language on the decal may change due to Minnesota Statute language changes or due to the year.

2.11 Reflectiveness. Decals must be reflective so they can be easily seen at night by a flashlight. The reflectiveness must be high enough where vehicle headlights do not reflect off of the decal.

3. SCOPE OF WORK.

3.1 Scope. The Contractor must provide printing processing, and delivery of Minnesota commercial vehicle inspection decals for the Minnesota State Patrol (MSP), on an as needed basis. The Contractor must work with the Minnesota State Patrol State Representative (MSP SAR), Minnesota Department of Public Safety (DPS) staff, Minnesota State Patrol (MSP) staff, and Designated Contact Person (DCP) on all aspects of the printing, processing, and delivery of the Minnesota commercial vehicle inspection decals. If any aspect of the contract is subcontracted, the Contractor must oversee all aspects of the subcontractor's work. Contractor will:

3.1.1 Print the Minnesota commercial vehicle inspection decals as approved by MSP. (See also Section 3.2 Publication Media, File Exchange, Preparation Work, Proofs, Alterations, and Return of Materials.)

3.1.2 Package the Minnesota commercial vehicle inspection decals. (See also Section 3.3 Prefixed Document Samples, Delivery, and Packaging Requirements.)

3.1.3 Delivery the Minnesota commercial vehicle inspection decals to the Minnesota State Patrol (MSP). (See also 3.3 Prefixed Document Samples, Delivery, and Packaging Requirements.)

3.2 Publication Media, File Exchange, Preparation Work, Proofs, Alternations, Return of Materials.

3.2.1 Publication Media. All electronic files and materials used in production shall be returned to Minnesota State Patrol (MSP) at the end of each printing job, or cancellation or termination of the contract. Failure to return the electronic files and/or other materials used in the production may result in delay of the final payment.

3.2.1.1 Minnesota commercial vehicle inspection decals. The Contractor will provide to the Minnesota State Patrol (MSP) a color PDF proof of the Minnesota commercial vehicle inspection decal described in section 2. Specifications for Minnesota Commercial Vehicle Inspection Decals before production.

3.2.1.2 Copy. Copy will be provided to the Contractor in PDF form by Minnesota State Patrol (MSP).

3.2.1.3 Art File Set-up. The Contractor may be required to set-up art file if requested by Minnesota State Patrol (MSP).

3.2.2 File Exchange. The Contractor must have a secure web site to accept files electronically.

3.2.3 Preparation Work. All preparation work for this Contract is to be done in-house by the Contractor, or, if sub-contracted, the Contractor assumes all responsibility for quality, timeliness and price.

3.2.4 Proofs.

3.2.4.1 Color Quality. Color hard copy proof must be of premium quality. No perceptible difference in color. Minnesota State Patrol (MSP) will not be responsible for any Contractor's equipment malfunction, calibration or any extra cost incurred by the Contractor to produce a premium quality color proof for the MSP. Color proofs that are too dark or too light will be reproduced at the Contractor's expense.

3.3.3.1. Approval of proofs: The State requires that the Contractor must supply the Minnesota State Patrol State Authorized Representative (MSP SAR) with one (1) color PDF proof of the decals described in section 2. Specifications for Minnesota Commercial Vehicle Inspection Decals described before production (pre-production proofs). Cost of the of the decals described in section 2. Specifications for Minnesota Commercial Vehicle Inspection Decals must include one (1) proof. The Minnesota State Patrol State Authorized Representative (MSP SAR) will review the pre-production proofs, make any necessary changes, and have final approval over all pre-production proofs. The proof will be returned to the Contractor marked OK or OK with corrections and signed by the Minnesota State Patrol State Authorized Representative (MSP SAR). Orders processed without final approval of the Minnesota State Patrol State Authorized Representative (MSP SAR) may be rejected. A new pre-production proof must be sent to the Minnesota State Patrol State Authorized Representative (MSP SAR) at no cost. If pre-production proofs are rejected by Minnesota State Patrol State Authorized Representative (MSP SAR), it will be the Contractor's responsibility to make any necessary corrections or reissue at no cost.

3.2.5 Additional Alternations and Proof Charges. A change in the proof, requested by the Minnesota State Patrol State Authorized Representative (MSP SAR), after the approved decals described in section 2. Specifications for Minnesota Commercial Vehicle Inspection Decals have gone into production is not the responsibility of the Contractor and must be paid for by Minnesota State Patrol State Authorized Representative (MSP SAR) at the additional alteration and proof charges as required on Exhibit D: Price and Payment Schedule.

3.2.6 Return of Materials Used in Production. The Contractor will be responsible for the safe return of all materials used in production. Materials used in production must not be reproduced for any reason except by written permission of the State. All preparatory work and the contents of all disks, films, computer media, and other materials whether in tangible or electronic forms, provided to the Contractor; its employees, agents, or subcontractors; in the performance of this Contract for the printing of decals must remain the property of the State and must be archived and returned at the State's request, or at end, cancellation, or termination of the Contract. Final payment(s) to the Contractor may be withheld until all materials have been returned.

3.3 Delivery and Packaging Requirements.

3.3.1 Delivery Time and Failure to Delivery.

3.3.1.1 Delivery Time (Initial Order). Delivery is required within forty-five (45) business days after receipt of proof approval by the Minnesota State Patrol State Authorized Representative (MSP SAR).

3.3.1.2 Delivery Time (Subsequent Orders). Delivery is required within thirty (30) business days after receipt of purchase order and proof approval by the Minnesota State Patrol State Authorized Representative (MSP SAR).

3.3.1.3 Failure to Delivery. Failure to deliver on time may result in the State purchasing the Minnesota commercial vehicle inspection decals on the open market and charge the difference in the open market price and the Contract price back to the Contractor. Continued failure to deliver on time may also result in cancellation or termination of the Contract.

3.3.2 Delivery location.

3.3.2.1 Deliveries will be made to the Minnesota State Patrol (MSP), Commercial Vehicle Section, 1110 Centre Point Curve, Suite 410, Mendota Heights, MN 55120 or unless otherwise agreed to by the Minnesota State Patrol State Authorized Representative (MSP SAR) and the Contractor. A twenty-four (24) hour notice before delivery may result in rejection of the delivery attempt. Deliveries shall be made to the loading dock. MSP does have a loading dock.

3.3.3 Packaging Requirements.

- 3.3.3.1 Shrink Wrap and Packaging. Decals must be shrink wrapped one hundred (100) per package. Fifty (50) shrink-wrapped packages per shipping carton. Decals must be packaged with the lowest number on top, face up. Each shipping carton must contain continuous packages of decals. No breaks allowed. The first decal sequence should be located in the top, face up, and in the left lower corner of the box. Each sequential decal package should be placed left to right in rows, with each subsequent row moving towards the back of the box in the same left to right order. This order should continue for each layer of the carton. If a break has been made, it must be indicated on the outside of the shipping cartons. If errors in production occur (missing numbers) documentation must be provided at the time of delivery.
- 3.3.3.2 Cartons. Decals must be shrink wrapped one hundred (100) per package. Fifty (50) shrink-wrapped packages per shipping carton. Shipping cartons must be heavy duty corrugated cardboard, sturdy enough to withstand stacking. Filler shall be used in shipping cartons that are not completely full.
- 3.3.3.3 Carton Labels. Shipping labels must be commercially printed. Hand printed labels will not be accepted. Shipping labels must contain: Purchase order number, quantity, first and last control numbers, missing control numbers, delivery address. Breaks, if any must be noted on the shipping label.
- 3.3.3.4 Pallets. Pallet to be shrink-wrapped. Corner protectors and side guards on pallets to prevent damaged to shipping cartons. Shipping labels must appear on the outside of each pallet. Shipping cartons on pallets shall be stacked no higher than three feet (3') high.

Exhibit D: Pricing

1. Contract Pricing.

1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments, price to set-up art file. 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. The Exhibit D – Attachment 1 Contract Price List may not include any additional terms or conditions. Prices must remain firm for the initial term of the Contract. 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. Transportation.

All prices must be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse, or as otherwise instructed on the PO by the Ordering Entity. 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 Contractor must be able to deliver to the person specified on the PO.

3. Taxes.

Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to <http://www.revenue.state.mn.us> to learn about the applicable sales tax (search "Fact Sheet 142").

4. Contract Pricing.

Prices must remain firm for the initial term of the Contract. A unit price and a total for the quantity must be stated for each item quoted. Contractor may provide lower pricing. Prices must be quoted in United States currency.

Contractor may provide lower pricing.

Exhibit D – Attachment 1
Contract Price List

Sury's Inc. Price List Effective November 1, 2020

Item Number and Description	Unit of Measure	Unit Price
Item 1: Printing: MN Commercial Vehicle Inspection Decal. Estimated Quantity: 350,000 per year. Price per thousand (TH).	TH	\$160.00
Item 2: Printing: MN Commercial Vehicle Inspection Decal. Estimated secondary orders per year is unknown. The minimum order quantity is 1,000. Price per Thousand (TH).	TH	\$1,500.00
Item 3: Additional alteration change, if requested [Price per hour (HR)].	HR	\$75.00
Item 4: Additional proof change, if requested [Price per each (EA)].	EA	\$75.00
Item 5: Set-up of art file. Price per Lot (LOT).	LO	\$50.00

Exhibit D – Attachment 2
Sample Invoice and Quote

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the Commissioner of Administration, as delegated to the Office of State Procurement. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under the Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any master contract that may result, including subsequent amendments to the master contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Item/service description
- Item quantity or service hours
- List price



From science to confidence

Quote



Surys Inc.
 (fka SecureMark Decal Corp.)
 20 Nutmeg Drive
 Trumbull, CT 06611
 (203) 333-5503
 FAX: (203) 336-8570

State Contract No. : XXXXX
 Order Number: 0014061
 Order Date: 5/4/2020
 Customer Number: DEC0034

Sold To:	Ship To:
----------	----------

STATE OF MINNESOTA
 DPS MSP 4700
 1110 CENTRE POINTE CURVE
 STE 410
 MENDOTA HEIGHTS, MN 55120-4152

DPS MSP 4700
 1110 CENTRE POINTE CURVE
 SUITE 410, ATTN DIANE REUTER
 MENDOTA HGTS, MN 55120-4152

Customer P.O.	Ship VIA	F.O.B.	Terms
Quote #14061 5-4-2020	UPS		NET 30 DAYS

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
DREGMN-VEH	EACH	355,000.000	0.000	0.000	0.1509	53,569.50
MN COMM. VEH. INSPECTION DECALS						DATE REQUIRED: 6/4/2020

2021 MN Comm. Vehicle Inspection Decals.

Pantone 395C with Black Lettering. Eight digits for 2021.

Serial number starting with #21000001 and ending with 21350001.

Please place the sequence sticker against the back of the cardboard.

Placing of decals in boxes: the objective is to be able to open a box

with the first set of packaged numbers on the top and organized across the box.

Net Order: 53,569.50
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00

Order Total \$53,569.50



Surys Inc.
 (fka SecureMark Decal Corp.)
 20 Nutmeg Drive
 Trumbull, CT 06611
 (203) 333-5503

Invoice

State Contract No. : XXXXX

Invoice Number: 0019395-IN

Invoice Date: 6/30/2020

Order Number: 0014061

Order Date 5/4/2020

Customer Number: DEC0034

Sold To:	Ship To:
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STATE OF MINNESOTA
 DPS MSP 4700
 1110 CENTRE POINTE CURVE
 STE 410
 MENDOTA HEIGHTS, MN 55120-4152

DPS MSP 4700
 1110 CENTRE POINTE CURVE
 SUITE 410, ATTN DIANE REUTER
 MENDOTA HGTS, MN 55120-4152

Tracking #'s: 20200630;

Customer P.O.	Ship VIA	F.O.B.	Terms
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P0701-30000672757

NET 30 DAYS

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
DREGMN-VEH	EACH	355,000.000	355,000.000	0.000	0.1509	53,569.50

MN COMM. VEH. INSPECTION DECALS

2021 MN Comm. Vehicle Inspection Decals.

Pantone 395C with Black Lettering. Eight digits for 2021.

Serial number starting with #21000001 and ending with 21350001.

Please place the sequence sticker against the back of the cardboard.

Placing of decals in boxes: the objective is to be able to open a box

with the first set of packaged numbers on the top and organized across the box.

Delivery late July is okay.

**THANK YOU FOR YOUR ORDER! TOTAL BILLED IN U.S. DOLLAR (USD)
 MADE IN THE U.S.A.**

Net Invoice:	53,569.50
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	53,569.50

Exhibit E: Definitions for Contract

ACQUISITION MANAGEMENT SPECIALIST (AMS) — The staff person from the Minnesota Department of Administration (ADMIN) identified as the contact person responsible for the administration of the contract.

BUSINESS DAY— Any weekday, excluding Saturdays, Sundays, State legal holidays, and State mandated closings unless otherwise indicated. State holidays include: New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, day after Thanksgiving, and Christmas. Columbus Day is a Federal Holiday but is a working day for the State.

CALENDAR DAY— Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated. State holidays include: New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, day after Thanksgiving, and Christmas. Columbus Day is a Federal Holiday but is a working day for the State.

CONTRACTOR DEFINITIONS—

- a. Contractor – The person or entity that enters into this Contract with the State to provide goods or services.
- e. Subcontractor – A person or entity hired by the Contractor to provide goods or services for the Contractor.

DESIGNATED CONTACT PERSON (DCP) — The Designated Contact Person (DCP) is the staff person or agent from a State department, agency, facility or institution who has authority to request and pay for services in accordance with the Contract. If the services are satisfactory, the Designated Contact Person (DCP) will certify acceptance on each invoice submitted for payment.

MINNESOTA STATE PATROL STATE AUTHORIZED REPRESENTATIVE (MSP SAR) — The staff person from the Minnesota State Patrol that has the responsibility to monitor the Contractor’s performance.

SUBCONTRACTOR— See definition above under Contractor Definitions.

ABBREVIATIONS AND ACRONYMS

AMS - Acquisition Management Specialist

DCP - Designated Contact Person

DPS- Department of Public Safety

MSP- Minnesota State Patrol

MSP SAR- Minnesota State Patrol State Authorized Representative