



Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

August 1, 2025

Michael Werksman
All Traffic Solutions, Inc.
14201 Sullyfield Circle, Ste 300
Chantilly, VA 20151

Dear Mr. Werksman:

The following documents are enclosed for you to complete and return:

- Participating Addendum, State of Minnesota Contract No. 273385, for Police Radar/Lidar Speed Enforcement & Accident Scene Reconstruction through NASPO ValuePoint Contract No. 24823 for Police Radar/Lidar Speed Enforcement & Accident Scene Reconstruction
- Minnesota Exhibit A, showing the Minnesota's Terms, Conditions, and Specifications, which includes the following:

Using the DocuSign process, please have the attached document signed and routed for the State's execution **as soon as possible**.

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

Allyson Youngquist

Allyson Youngquist
Buyer II

Enclosure(s)

PARTICIPATING ADDENDUM NASPO ValuePoint

For Police Radar Lidar Speed Enforcement & Accident Scene Reconstruction

Between the State of Minnesota and All Traffic Solutions, Inc.

NASPO ValuePoint Contract No. 24823

State of Minnesota Contract No. 273385

1. Scope.

Agencies and departments that are part of the executive branch of the State of Minnesota may purchase the products and/or services available in the Participating Addendum. The Participating Addendum is not a purchase order, nor does it guarantee any purchases will be made.

2. Changes.

The additional terms and conditions contained in Minnesota Exhibit A, which is attached and made part of the Participating Addendum, are hereby incorporated by reference. In the event of a conflict between the terms contained within Minnesota Exhibit A and the NASPO ValuePoint Master Agreement, Minnesota Exhibit A shall prevail. The parties agree that this provision of the Participating Addendum supersedes the Standard Contract Terms and Conditions set forth in the NASPO ValuePoint Master Agreement. In the event that any provision of the Participating Addendum or NASPO ValuePoint Master Price Agreement is contrary to Minnesota law, such provision shall be null and void. The Participating Addendum shall be governed by Minnesota law.

No price adjustments are allowed unless approved by the Lead State for the NASPO ValuePoint Master Agreement and adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

3. Authorized Representative.

3.1 The State's Authorized Representative is Allyson Youngquist, Buyer II, 50 Sherburne Avenue, St. Paul, MN 55155, 651.201.3042, Allyson.youngquist@state.mn.us, or her successor or delegate, and has the responsibility to monitor the Contractor's performance.

3.2 The Contractor's Authorized Representative is Owen Lauerman, Sr. Territory Manager, at the following business address and telephone number: 14201 Sullyfield Circle, Ste 300, Chantilly, VA 20151, 571.549.3766, olauerman@alltrafficsolutions.com, or his successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

4. Contractor's Duties.

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

5. Representations and Warranties.

5.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.

5.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

5.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

6. 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.

7. Compensation and Conditions of Payment.

7.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.

7.2 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.

8. Authorized Signature.

The Participating Addendum must be fully and properly executed by an officer or other authorized representative of the responder. If the responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.

9. Exhibits.

The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between the Contractor and the State:

- The Minnesota Participating Addendum, including all Exhibits,
- The NASPO ValuePoint Master Agreement
- The NASPO ValuePoint Solicitation
- Response to the NASPO ValuePoint Solicitation

In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Participating Addendum shall prevail over conflicting terms and conditions.

IN WITNESS WHEREOF, the parties have executed the Participating Addendum as of the date of execution by all parties below.

1. Contractor:

All Traffic Solutions, Inc.

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

Signed by:
By: Michael Werksman
Signature
Michael Werksman
Printed Name

Title: Vice President Finance

Date: 7/31/2025

By: _____
Signature

Printed Name

Title: _____

Date: _____

2. Government Entity:

State of Minnesota

Office of State Procurement

In accordance with Minn. Stat. § 16C.03, Subd. 3.

DocuSigned by:
By: Allyson Youngquist
Signature
4B22575AE2004DC...

Title: Acquisition Management Specialist/Buyer

Date: 7/31/2025

3. State of Minnesota

Commissioner of Administration

Or delegated representative.

DocuSigned by:
By: Andy Doran
Signature
68D02A26D7604BA...

Date: 7/31/2025

Exhibit A: Minnesota Terms and Conditions

1. Definitions.

- 1.1 State Agencies. This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.
- 1.2 Ordering Entity. This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.
- 1.3 State and State of Minnesota. These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Participating Addendum.
- 1.4 Contract Vendor and Contractor. These two terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum.
- 1.5 Contract. Contract is defined as the NASPO ValuePoint Master Agreement and the Minnesota Participating Addendum.

2. Effective Date and Contract Period.

The Contract shall be effective upon the date of final execution by the State of Minnesota. The Contract term will begin on November 18, 2024, or on the date of Participating Addendum execution, whichever is later, to August 31, 2027, with the option to extend up to 24 months, upon agreement by all parties.

3. Prompt Payment and Invoicing.

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

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

- 3.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

- 3.3 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. Assignment, Amendments, Waiver, and Contract Complete.

- 4.1 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.
- 4.2 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.

4.3 **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.

4.4 **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.

5. **Termination.**

5.1 **Termination for Convenience.** The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

5.2 **Termination for Breach.** If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended, or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

5.3 **Termination for Insufficient Funding.** The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

6. **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.

7. **Indemnification.**

7.1 **Third-Party Claims.** In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any third-party claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Grossly negligent, intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability under applicable law; or
- Material 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. The Indemnifying Party's liability under this section shall not include indirect, incidental, special or consequential damages.

7.2 Limitation on Damages - First Party Claims. In no event shall either party be liable to the other for exemplary or punitive damages and that each party's liability shall not exceed \$2,000,000 per occurrence with respect to first party claims; provided, however, that nothing contained in this section shall in any way exclude or limit either party's liability to the other with respect to: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods and/or Services warranty provided in this Cooperative Purchasing Agreement; or (c) damages subject to the Intellectual Property Indemnity section of this Contract; (d) non-payment for delivered Goods and/or Services due ONLY by the receiving Purchasing Entity; and (e) infringement or misappropriation of the intellectual property rights of Contractor.

7.3 State Non-Indemnification. 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.

7.4 Sovereign Immunity. Nothing in this Agreement shall be construed to deprive the State of Minnesota of its sovereign immunity, any other governmental immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations applying to this Agreement or afforded to the State by Minnesota law. 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.

8. 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.

9. 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.

10. Warranty.

Reserved. See, Master Agreement Section 6 for more information.

11. Original Equipment Manufacturer (OEM Warranty).

The equipment offered must include the OEM standard warranty. The Contractor is responsible for the cost of any inspections, adjustments, warranted parts, and labor charges to repair or replace warranted parts that are a result of equipment failure(s) during the warranty period. This shall be performed promptly unless otherwise mutually agreed in writing by the Customer and the Contractor. This warranty shall commence when the unit is put into service.

11.1 OEM Extended Warranty Options. If the Contractor provides an OEM Extended Warranty Option, the Contractor must provide a copy of the applicable terms and conditions, including a detail of coverage, to the State upon request. The cost of an OEM Extended Warranty must include all associated costs.

11.2 Contractor (Add-On) Warranty Options. The Contractor may provide additional warranty options, which include, but are not limited to travel pickup, or delivery charges that are a result of equipment failure(s) prior to or during the warranty period or extended warranty period. This warranty option shall commence when the unit is put into service and is in addition to OEM warranty options stated above.

12. 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.

Orders must be delivered 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.

13. 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.

14. 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.

15. Equipment Specifications.

All equipment must meet the contract specifications and all federal and State safety codes and regulations in effect at the date of manufacture. All equipment must be Original Equipment Manufacturer (OEM) equipment unless otherwise stated in the contract.

16. 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.

17. 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.

18. Product Returns.

18.1 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.

18.2 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.

18.2.1 Replacement of Defective or Non-conforming Product. The Customer may request the Contractor provide a replacement product or cancel the order. If the Customer chooses 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.

18.2.2 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.

19. Subcontracting and Subcontract Payment.

19.1 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 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.

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

20. 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.

21. 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.

The Contractor 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 (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contractor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this article for such work.

22. Intellectual Property Rights.

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

22.1.1 "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.

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

22.1.3 "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.

22.2 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a 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. For service (web) purchased through the Contract, the access to the service will be defined by the term purchased.

22.2.1 Representation. 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.

22.2.2 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, , 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Usage Reports.

Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. A Usage Report must identify the State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities,
- The total amount of spend by State agencies, and
- The total amount of spend by other entities (CPV members).

Contractor must send an annual Usage Report, or as otherwise requested. An annual usage report is due within thirty days of the Contract execution anniversary date. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

29. Diverse Spend Reporting.

If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

30. Publicity and Endorsement.

30.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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

31. 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.

32. Federal Funds.

32.1 Compliance with Federal Requirements. 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.

32.2 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.

33. 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.

34. 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.

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

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

36. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor

Certification Form available at [E-Verify Subcontractor Certification Form](#). All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

37. Affirmative Action Requirements

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

37.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed 40 or more 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.

37.2 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.

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

AFFIRMATIVE ACTION FOR DISABLED WORKERS

37.3.1 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.

37.3.2 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.

37.3.3 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.

37.3.4 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.

37.3.5 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.

37.4 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.

37.5 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.

38. Equal Pay Certification.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If 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 State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

39. 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:

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

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

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

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

39.5 Products containing PFAS. Amara's Law (Minn. Stat. § 116.943) will take effect in Minnesota January 1, 2025, and applies all products sold or distributed under the contract. The law prohibits the sale or distribution of some products with intentionally added PFAS within Minnesota.

40. IT Accessibility Standard.

Contractor acknowledges that the State of Minnesota (Executive branch state agencies) has established the IT Accessibility Standard, effective September 1, 2010. This standard incorporates, among other requirements, the Web Content Accessibility Guidelines (WCAG) and Section 508, which can be accessed at:

<https://mn.gov/mnit/government/policies/accessibility/>.

The IT Accessibility Standard applies to websites, software applications, electronic reports, output documentation, and training materials in electronic formats (including but not limited to documents, videos, and webinars). If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

The Contractor will make reasonable efforts to design and develop its products and services in alignment with the IT Accessibility Standard. As updates or upgrades are made to the software, products, or subscriptions available under this Contract, the Contractor will consider accessibility best practices and strive to improve usability. In the event of any accessibility concerns, the Contractor will engage with the State to explore potential solutions.

When updates or upgrades are introduced, the Contractor will document the impact of these changes on accessibility and usability. Upon request, this documentation will be provided to the State to support internal accessibility evaluations. The Contractor is committed to ongoing collaboration with the State to address accessibility-related concerns and will work in good faith to enhance alignment with the IT Accessibility Standard. Contractor agrees to indemnify, defend, and hold harmless the State from any claims arising from the Contractor's Product not complying

with the above-mentioned Accessibility Standards, subject to the liability cap of \$2,000,000 per occurrence as set forth in Section 19.9 of the NASPO ValuePoint Master Agreement.

41. Supply Chain Security.

Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of the State under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

41.1 Security Practices and Preventive Controls. The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State goods, including goods intended to be but not yet delivered to the State, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter “supply chain security”).

Contractor must maintain certification/accreditation in an official supply chain security program and comply with that program’s security standards for all orders sourced from the Contract. Official supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by the State, Office of MN.IT Services (f/k/a Office of Enterprise Technology and d/b/a MN.IT or MN.IT Services)(“MN.IT”) and the State, Department of Administration’s Office of State Procurement (“OSP”). To demonstrate certification/accreditation, Contractor must provide to OSP and MN.IT within one month following the effective date of this Contract or amendment adding this Section, whichever is later, a letter verifying its certification/accreditation in an official supply chain security program. Contractor will promptly notify OSP and MN.IT of any change to its certification/accreditation.

Alternatively, if Contractor is not certified/accredited or loses certification/accreditation, Contractor must complete a MN.IT security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to MN.IT’s satisfaction.

41.2 Notification of Supply Chain Security Breach. Contractor will promptly notify OSP, MN.IT, and the ordering entity, if different from MN.IT, of any breach of supply chain security involving State goods, including goods intended to be but not yet delivered to the State. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.

41.3 Return/Rejection of Goods. Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or the State in good faith suspects a breach may have occurred, including evidence that packaging or goods were tampered with or damaged, the State may reject delivery of those goods or return any of those goods already delivered. Breach of supply chain security has the meaning described in the preceding Subsection “Notification of Supply Chain Security Breach.” Rejection of delivery or return of goods shall be solely the responsibility and at the cost and expense of the Contractor.

The State may sanitize or destroy components of the goods prior to returning the goods to Contractor or instruct Contractor to promptly sanitize or destroy goods upon their return. Following the completion of any such sanitization or destruction, and upon request by MN.IT, the Contractor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to MN.IT, if requested, within one month following the return of the goods.

At no additional expense to the State, Contractor must provide within a reasonable time frame replacement goods for any goods that were rejected at delivery or returned due to a supply chain security breach. Any costs and expenses associated with removal or replacement of the goods, including sanitization and destruction costs and expenses, will be the responsibility of the Contractor.

42. 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.

43. 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.

44. 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 the Contract Vendor shall be relieved of all obligations arising under such provisions; 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.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.
- 1.5 If the Contractor uses another entity, including but not limited to a dealer, reseller, or distributor (collectively referred to as "Contractor's reseller") to provide goods or services under this contract, the following terms apply:
 - 1.5.1 Because the Contractor's reseller(s) are independently owned and operated, and maintain their own insurance, the Contractor's reseller's insurance coverage must be evidenced by its own Certificate of Insurance. The Contractor's reseller's Certificate of Insurance must meet all the insurance requirements and limits set forth in the Contract.
 - 1.5.2 The Contractor shall collect, review, approve, and maintain the applicable Certificates of Insurance, including but not limited to General Liability, Auto Liability, Umbrella, Workers' Compensation, and Garagekeepers or Property of Others, for all Contractor's resellers that will be providing goods or services under this contract. The Contractor acknowledges compliance with this provision. The Contractor must provide copies of the dealers' insurance documentation to the State upon request.
 - 1.5.3 If a claim is made against a Contractor's reseller, and the Contractor's reseller's insurance coverage did or does not cover the claim, the Contractor is responsible for the claim because the contract is with the Contractor. The Contractor must pay any uninsured claims out-of-pocket. The State may enforce the indemnity clause in the contract.

2. Notice to Insurer.

- 2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2 Insurance certificate holder should be addressed as follows: [For PT and Agency RFB contracts - Add agency contract holder's address. Do not use Department of Administration address detailed below.]

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

- 4.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list _____
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

- 4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance, or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 Workers' Compensation Insurance. Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.4 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 - per claim or event

\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

Exhibit D: Pricing

1. Contract Pricing.

1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. Prices listed within Exhibit D are maximum prices. These maximum prices shall remain firm for the initial term of the Contract. The Price List may not include any additional terms or conditions. A unit price and a total for the quantity must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.

1.2 Discount-off List Pricing. Prices offered for equipment are a percent (%) discount from the Manufacturer’s (Original Equipment Manufacturer – OEM) List Price or Dealer’s List Price. The discount offered must remain firm, and may be increased, during the life of the Contract. After the initial term of the Contract, the manufacturer’s or dealer’s price list may be updated upon mutual agreement by the State and the Contractor through a fully executed amendment.

Product	Vendor Cost from Supplier	Discount-off List Offered	Computation	State Contract Price
XYZ Product	\$300.00	3.5%	$\$300.00 - (300 \times 0.035) = \289.50	\$289.50

2. Price Schedule.

The following price schedule is hereby attached and incorporated into this Exhibit D as follows:

2.1 Exhibit D, Supplement 2, Price Schedule

Exhibit D, Supplement 1
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 State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample 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 or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field and/or PO Number
- Item/service description
- Item quantity or service hours
- List price
- Contract discount
- Price after discount

ALL TRAFFIC
SOLUTIONS*A sign of the future.***New Remittance Address**
All Traffic Solutions Inc.**PO Box 221410 Chantilly, VA 20153****14201 Sullyfield Cr., Ste 300 Chantilly, VA 20151**

Phone: 814-237-9005 Fax: 814-237-9006

Tax ID: 25-1887906

DUNS: 001225114

GSA Contract # GS-07F-6092R

NASPO 24823**Bill To:**

Minnesota Department of Transportation

2900 48th St NW

Rochester, MN 55901

Payment

Terms:

Net-30

Shipping

Instructions:

Invoice No.

PIN000262

Invoice Date

07/11/2025

Order No.

Customer Purchase Order
Q-94770**Ship To:**

Minnesota Department of Transportation

2900 48th St NW

Rochester, MN 55901

Attn: Allyson Youngquist

Ship Via:

Item No.	Description	Qty Ord	Qty Ship	Qty Back	Unit Price	Ext Price
4001847	Shield 15 Radar Speed Sign Bundle, Minnesota APL, Includes: base unit w/ mounting bracket, MN MUTCD "YOUR SPEED" wrap, 30" x 36"	149	0	0	\$3,245.00	\$483,505.00
4001299	3 Year Warranty	149	0	0	\$0.00	\$0.00
4001818	Integrated Solar pole mount battery kit (Sh15) 28Ah batt, LFP charger & solar controller	149	0	0	\$617.10	\$91,947.90
4000913	Solar panel, 100W; includes bracket for pole and harness	149	0	0	\$900.00	\$134,100.00
4000754	USB cable, 16ft, extra long for trailer or pole	149	0	0	\$37.74	\$5,623.26
4001190	Discount - New Purchase	1	0	0	(\$143,035.23)	(\$143,035.23)
4000641	Shipping and Handling Common Carrier	1	0	0	\$9,000.00	\$9,000.00

Sale Amount	\$581,140.93
Sales Tax	\$0.00
Balance USD:	\$581,140.93

**ACH payment preferred.
Banking information below:**

Pacific Western Bank
555 Mangum Street, Ste 1000
Durham, NC 27701 US
Routing: 122238200
Swift Code: FNSDUS6D
Account: 1001920972

**Check or credit card payment also accepted send
to the address listed at the top of the invoice.**

For all inquiries, please email:
accountsreceivable@alltrafficsolutions.com

IRS Form W-9 available upon request


**Mail Purchase
Orders to:**

3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
PO Box 221410
Chantilly, VA 20153
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

Contract:
NASPO 248233

QUOTE Q-94777
DATE: 02/24/2025

**PAGE
NO:** 1

**Questions contact:
MANUFACTURER:
All Traffic Solutions**

Owen Lauerman
(571) 549-3766
x
olauerman@alltrafficsolutions.co
m

Independent Sales Rep:
BILL TO:

Minnesota Department of Transportation
2900 48th St NW
Rochester, MN 55901

Billing Contact:

SHIP TO:

Minnesota Department of Transportation
2900 48th St NW
Rochester, MN 55901
Attn: Allyson Youngquist

PAYMENT

TERMS:
Net 30

CUSTOMER:

Minnesota Department of
Transportation

CONTACT:(651) 366-3855

ITEM NO:
DESCRIPTION:
QTY:
EACH:
**EXT.
PRICE:**

4000750	App, Mobile User Interface perpetual license (only 1 required per account—Bluetooth required, enabled separately)	1	\$100.00	\$100.00
4001847	Shield 15 Radar Speed Sign Bundle, Minnesota APL, Includes: base unit w/ mounting bracket, MN MUTCD "YOUR SPEED" wrap, 30" x 36"	149	\$3,245.00	\$483,505.00
4001299	3 Year Warranty	149	\$0.00	\$0.00
4001626	VZW communications prep	149	\$0.00	\$0.00
4000631	Bluetooth: allows wireless control from supported Bluetooth enabled devices (purchased separately)	149	\$420.24	\$62,615.76
4000519	Traffic Data Collection; stores vehicle statistics locally for later analysis	149	\$525.30	\$78,269.70
4001818	Integrated Solar pole mount battery kit (Sh15) 28Ah batt, LFP charger & solar controller	149	\$617.10	\$91,947.90
4000913	Solar panel, 100W; includes bracket for pole and harness	149	\$900.00	\$134,100.00
4000754	USB cable, 16ft, extra long for trailer or pole	149	\$37.74	\$5,623.26
4001190	Discount - New Purchase	1	(\$171,232.32)	(\$171,232.32)
4000641	Shipping and Handling Common Carrier	1	\$9,000.00	\$9,000.00

Special Notes:

**SALES
AMOUNT:**

\$693,929.30

TOTAL	\$693,929.30
USD:	

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Exhibit D, Supplement 2
Price Schedule

1. [NASPO MA Price Schedule:](#)

(<https://www.naspovaluepoint.org/portfolio/police-radarlidar-speed-enforcement-accident-reconstruction/all-traffic-solutions-inc/>)

2. MN VOLUME DISCOUNT FOR SPECIFIC PRODUCTS (contact supplier for other quantity purchases):

Prices do not reflect shipping and handling charges. Per MA, freight charges for Group B Speed Advisory Systems must be mutually agreed in writing and set forth in the Purchase Order. In order to qualify for bulk discounts based on quantity thresholds, each individual order must meet the required quantities on its own.

<i>Notes</i>	<i>Product Type</i>	<i>Item No.</i>	<i>Item Description</i>	<i>Qty</i>	<i>Price Each</i>	<i>Bulk Discount %</i>	<i>Bulk Discount Amount</i>	<i>Discounted Price Per Unit</i>	<i>Delivery ARO</i>
Base Radar Speed Sign Unit	Pole Mounted	4001847	Shield 15 Radar Speed Sign Bundle, Minnesota APL, Includes: base unit w/ mounting bracket, MN MUTCD "YOUR SPEED" wrap, 30" x 36"	1 to 49	\$3,245.00	15.00%	\$486.75	\$2,758.25	42 Days
Required Power Component	Power	4000913	Solar panel, 100W; includes bracket for pole and harness		\$900.00	15.00%	\$135.00	\$765.00	
Required Power Component	Power	4001818	Integrated Solar pole mount battery kit (Sh15) 28Ah batt, LFP charger & solar controller		\$617.10	15.00%	\$92.57	\$524.54	
Required Accessory for local sign management	Accessory	4000754	USB cable, 16ft, extra-long for trailer or pole		\$37.74	15.00%	\$5.66	\$32.08	
				Totals	\$4,799.84	15.00%	\$719.98	\$4,079.86	
Base Radar Speed Sign Unit	Pole Mounted	4001847	Shield 15 Radar Speed Sign Bundle, Minnesota APL, Includes: base unit w/ mounting bracket, MN MUTCD "YOUR SPEED" wrap, 30" x 36"	50 to 99	\$3,245.00	15.00%	\$486.75	\$2,758.25	42 Days
Required Power Component	Power	4000913	Solar panel, 100W; includes bracket for pole and harness		\$900.00	15.00%	\$135.00	\$765.00	
Required Power Component	Power	4001818	Integrated Solar pole mount battery kit (Sh15) 28Ah batt, LFP charger & solar controller		\$617.10	15.00%	\$92.57	\$524.54	
Required Accessory for local sign management	Accessory	4000754	USB cable, 16ft, extra long for trailer or pole		\$37.74	15.00%	\$5.66	\$32.08	
				Totals	\$4,799.84	15.00%	\$719.98	\$4,079.86	

<i>Notes</i>	<i>Product Type</i>	<i>Item No.</i>	<i>Item Description</i>	<i>Qty</i>	<i>Price Each</i>	<i>Bulk Discount %</i>	<i>Bulk Discount Amount</i>	<i>Discounted Price Per Unit</i>	<i>Delivery ARO</i>
Base Radar Speed Sign Unit	Pole Mounted	4001847	Shield 15 Radar Speed Sign Bundle, Minnesota APL, Includes: base unit w/ mounting bracket, MN MUTCD "YOUR SPEED" wrap, 30" x 36"	100 to 149	\$3,245.00	20.00%	\$649.00	\$2,596.00	60 Days
Required Power Component	Power	4000913	Solar panel, 100W; includes bracket for pole and harness		\$900.00	20.00%	\$180.00	\$720.00	
Required Power Component	Power	4001818	Integrated Solar pole mount battery kit (Sh15) 28Ah batt, LFP charger & solar controller		\$617.10	20.00%	\$123.42	\$493.68	
Required Accessory for local sign management	Accessory	4000754	USB cable, 16ft, extra-long for trailer or pole		\$37.74	20.00%	\$7.55	\$30.19	
				Totals	\$4,799.84	20.00%	\$959.97	\$3,839.87	
Base Radar Speed Sign Unit	Pole Mounted	4001847	Shield 15 Radar Speed Sign Bundle, Minnesota APL, Includes: base unit w/ mounting bracket, MN MUTCD "YOUR SPEED" wrap, 30" x 36"	150 to 199	\$3,245.00	20.00%	\$649.00	\$2,596.00	60 Days
Required Power Component	Power	4000913	Solar panel, 100W; includes bracket for pole and harness		\$900.00	20.00%	\$180.00	\$720.00	
Required Power Component	Power	4001818	Integrated Solar pole mount battery kit (Sh15) 28Ah batt, LFP charger & solar controller		\$617.10	20.00%	\$123.42	\$493.68	
Required Accessory for local sign management	Accessory	4000754	USB cable, 16ft, extra-long for trailer or pole		\$37.74	20.00%	\$7.55	\$30.19	
				Totals	\$4,799.84	20.00%	\$959.97	\$3,839.87	
Base Radar Speed Sign Unit	Pole Mounted	4001847	Shield 15 Radar Speed Sign Bundle, Minnesota APL, Includes: base unit w/ mounting bracket, MN MUTCD "YOUR SPEED" wrap, 30" x 36"	200+	\$3,245.00	25.00%	\$811.25	\$2,433.75	60 Days
Required Power Component	Power	4000913	Solar panel, 100W; includes bracket for pole and harness		\$900.00	25.00%	\$225.00	\$675.00	
Required Power Component	Power	4001818	Integrated Solar pole mount battery kit (Sh15) 28Ah batt, LFP charger & solar controller		\$617.10	25.00%	\$154.28	\$462.83	
Required Accessory for local sign management	Accessory	4000754	USB cable, 16ft, extra-long for trailer or pole		\$37.74	25.00%	\$9.44	\$28.31	
				Totals	\$4,799.84	25.00%	\$1,199.96	\$3,599.88	