STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
WORK ORDER CONTRACT

This work order contract is between the State of Minnesota, acting through its [FILL IN THE NAME OF YOUR AGENCY OR BOARD. EXAMPLE: “commissioner of _____________” OR “director of __________.”] ("State") and [GIVE THE FULL NAME OF THE CONTRACTOR INCLUDING ITS ADDRESS] ("Contractor"). This work order contract is issued under the authority of Master Contract T-Number __________, CFMS Number __________, and is subject to all provisions of the master contract which is incorporated by reference.

1 Term of Contract

1.1 Effective date: [SPELL OUT FULL DATE (e.g., April 1, 2001)], or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.

1.2 Expiration date: [SPELL OUT FULL DATE (e.g., April 1, 2001)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor’s Duties

The Contractor, who is not a state employee, will:

[PROVIDE SUFFICIENT DETAIL IN THE DUTIES SO THAT YOU CAN HOLD THE CONTRACTOR ACCOUNTABLE FOR THIS WORK. DO THIS BY EITHER: 1) LISTING THE CONTRACTOR’S DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL HERE OR 2) USING AN EXHIBIT THAT CONTAINS THE PRECISE DUTIES AND DELIVERABLES. YOU MUST INDICATE THAT THE EXHIBIT IS INCORPORATED INTO THE CONTRACT, SUCH AS “PERFORM THE DUTIES SPECIFIED IN EXHIBIT A WHICH IS ATTACHED AND INCORPORATED INTO THIS WORK ORDER CONTRACT.”]

3 Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the Contractor under this work order contract as follows:

(1) Compensation. The Contractor will be paid [EXPLAIN HOW THE CONTRACTOR WILL BE PAID. EXAMPLES: “an hourly rate of $_____ up to a maximum of _______ hours, not to exceed $_________;” or “a lump sum of $________.”] IF YOU ARE USING A BREAKDOWN OF COSTS AS AN ATTACHMENT USE THE FOLLOWING, “ACCORDING TO THE BREAKDOWN OF COSTS CONTAINED IN EXHIBIT B, WHICH IS ATTACHED AND INCORPORATED INTO THIS WORK ORDER CONTRACT.”]

(2) Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order contract will not exceed $ [INSERT TOTAL TRAVEL BUDGET HERE. IF NONE, INSERT "$0.00"].
(3) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this work order contract will not exceed \$[THIS MUST BE THE TOTAL OF 3.1(A) AND 3.1(B) ABOVE].

3.2. **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

[EXAMPLE: “Upon completion of the services,” OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]

4 **Project Managers**

The State's Project Manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER]. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Project Manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER]. If the Contractor’s Project Manager changes at any time during this work order contract, the Contractor must immediately notify the State.

[IF YOUR WORK ORDER EXCEEDS \$50,000.00, YOU MUST ADD THE FOLLOWING CONTRACT LANGUAGE, UNLESS IT WAS IN THE ORIGINAL MASTER CONTRACT. IN ADDITION TO ADDING THE CLAUSE, NUMBER THE ADDED CLAUSE SO AS TO BE CONSISTENT WITH THE EXISTING CONTRACT, REPLACING THE “#” AS FOUND BELOW.]

# Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, 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.

[IF YOUR WORK ORDER EXCEEDS \$50,000.00, YOU MUST ADD THE FOLLOWING CONTRACT LANGUAGE, UNLESS IT (OR THE IMMIGRATION STATUS FORM) WAS IN THE ORIGINAL MASTER CONTRACT. IN ADDITION TO ADDING THE CLAUSE, NUMBER THE ADDED CLAUSE SO AS TO BE CONSISTENT WITH THE EXISTING CONTRACT, REPLACING THE “#” AS FOUND BELOW.]

# 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 [http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc](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.
[IF YOUR WORK ORDER MAY EXCEED $500,000.00, INCLUDING ALL EXTENSIONS, YOU MUST ADD THE FOLLOWING CONTRACT LANGUAGE.]

# Subcontractor Reporting

If the total value of this contract may exceed $500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, Contractor will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

[THE NUMBER OF SIGNATURES REQUIRED FOR YOUR WORK ORDER DEPENDS UPON THE NUMBER REQUIRED BY THE DEPARTMENT OF ADMINISTRATION’S MASTER CONTRACT CERTIFICATION FORM. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR AGENCY CONTRACT COORDINATOR.]

1. STATE ENCUMBRANCE VERIFICATION

   Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

   Signed: ______________________________________
   Date: ______________________________________
   CFMS Contract No. A-___________________________

2. CONTRACTOR

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

   By: ______________________________________
   Title: ______________________________________
   Date: ______________________________________

3. STATE AGENCY

   By: ________________________________
   (with delegated authority)
   Title: ________________________________
   Date: ________________________________

4. COMMISSIONER OF ADMINISTRATION

   As delegated to the Office of State Procurement

   By: ________________________________
   Date: ________________________________

   CFMS Contract No. ____________
   T-Number ____________

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