# PROFESSIONAL/TECHNICAL MASTER CONTRACT CERTIFICATION FORM

## SECTION 1 – INSTRUCTIONS

**Complete form for:**

* Master Professional/Technical Contract programs

**Checklist if not using SWIFT:**

2 copies of this Certification Form

RFP

Submit all to Department of Administration, Office of State Procurement, Professional and Technical Service Contracts, 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

**Checklist if using SWIFT:**

Upload completed Certification Form to SWIFT

Attach the documents from the above checklist into SWIFT Event

*NOTE: No work orders may be issued until a master contract program has been approved and master contracts are fully executed.*

## SECTION 2 - BACKGROUND

Department: Division:

Estimated Cost of the Master Contract Program: $ Source of Funds:

**\*Original Contract Period: From: To: With option to extend add’l yr. periods**

**\*Note:** According to Minn. Stat. 16C.06 Subd. 3b(b), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law. The term of the original contract must not exceed two years unless the commissioner determines that a longer duration is in the best interest of the state. If you are requesting that the original contract length be longer than two years, please write a justification below:

\*The total work order contract term cannot survive the expiration date of the Master Contract.

**Nature of Master Contract Program:** *(Give sufficient detail about what you need and why you need it. Do not use acronyms.)*

**Product or Result of Work Order Contract:** *(Be very specific. Examples: tape transcription services; court reporter services.)*

**Other Methods Considered:** *(Examples: in house; other divisions or offices; other state agencies.)*

**In accordance with Minn. Stat. §16C.08, subd. 3, provide the following:** (attach additional pages if necessary)

1. Describe how the proposed work order is necessary to achieve the agency’s statutory responsibilities;
2. Describe your plan to notify firms or individuals who may be available to perform the services called for in the solicitation other than advertising in the State Register or on the OSP website, or in SWIFT; and
3. Describe the performance measures or other tools that will be used to monitor and evaluate contract performance and how the results of the work will be used.

## SECTION 3 – MASTER CONTRACT PROGRAM INFORMATION

The following information is required before a Master Contract Program will be approved. Attach additional pages if necessary. The Department of Administration has final approval of all Master Contract Programs.

1. How will the master contracts be structured to meet the agency’s needs? *(Examples: by region, by county, by successful contractor.)*
2. Describe how the agency proposes to distribute work fairly to the contractors that have master contracts. Give specific details on how the agency will rotate work to the contractors. *(Examples: $0-$5,000 – agency discretion, $5,000-$25,000 – receive three written proposals, $25,000+ – solicit to all master contract holders; or create a list of all contractors, then distribute work evenly down the list as work is needed.)*
3. What do you propose is the maximum state obligation for work order contracts? *(Example: No work order contract may exceed $100,000.)*
4. What do you propose are the required number of signatures for work order contracts?

Guidelines. If the work specified in the master contract is very detailed and the work order requires very little additional information, the work order will require only two signatures. Example, a court reporter’s product is defined by the master contract, the work order states the date, time and place for the services.

If the master contract gives vague descriptions of the work to be completed, such as building construction designs, the work order contract will be required to have three signatures. Generally, all work orders exceeding $100,000 will require three signatures.

2 (contractor/agency) plus encumbrance

3 (contractor/agency/Administration) plus encumbrance

1. Will other state agencies and/or other governmental units be allowed to use these contracts?  Yes  No

If yes, how will they report usage to the issuing agency?

*NOTE*: The issuing agency must track work order contracts to the total amount paid to a contractor does not exceed the master contract total dollar amount.

## SECTION 4 – AGENCY CERTIFICATIONS

Pursuant to Minn. Stat. 16C.08, I certify:

1. *No state* ***agency*** *employee is (a) able and (b) available to perform the services called for by the contract*
   1. ***How did you reach this conclusion:***
   2. ***List other methods considered for accomplishing the work.*** *[Example: In-house, other divisions or offices, other state agencies.]*
2. *Unless otherwise authorized by law, a competitive proposal process shall be used to acquire professional or technical services. A competitive bidding process shall not be utilized to acquire professional or technical services.*
3. *The following person(s) has/have been assigned to manage the contract as well as monitor and act as liaison for the contract at (telephone number).*
4. *The agency shall not allow a contractor to begin work before the contract is fully executed unless an exception under Minn. Stat. §16C.05, subd. 2a has been granted by the commissioner and funds are fully encumbered.*
5. *In the event the results of the contract work will be carried out or continued by state employees upon completion of the contract, the contractor is required to include state employees in development and training, to the extent necessary to ensure that after completion of the contract, state employees can perform any ongoing work related to the same function.*
6. *The contractor and agents must not be employees of the state.*
7. *The terms of the contract must permit the commissioner to unilaterally terminate the contract prior to completion, upon payment of just compensation, if the commissioner determines that further performance under the contract would not serve agency purposes.*
8. *The agency shall not contract out its previously eliminated jobs for four years without first considering the same former employees who are on the seniority unit layoff list who meet the minimum qualifications determined by the agency.*
9. *The terms of a contract must provide that no more than 90 percent of the amount due under the contract may be paid until the final product has been reviewed by the head of the agency entering into the contract and the head of the agency has certified that the contractor has satisfactorily fulfilled the terms of the contract, unless specifically excluded or modified in writing by the commissioner. This clause does not apply to contracts for professional services as defined in sections 326.02 to 326.15.*

*Reasonable efforts will be made to avoid conflicts of interest throughout the selection and performance of this contract. All potential or actual conflicts of interest will be reported to OSP.*

***The following three Internal Approval signatures are for agency use; they are not required by OSP.***

Activity Manager Date

Division Director Date

Assistant Commissioner (program) Date

***Agency Signature (required)***

Authorized Certification/Officer authorized to sign contract Date

***Department of Administration Signature (required)***

Office of State Procurement/Professional Technical Approval Date