

IT Professional Technical Services Master Contract Program

Statement of Work (SOW) For Technology Services Issued By

Minnesota State Retirement System

Project Title: COBOL Programmers – Maintenance Support

Service Category: Mainframe/Mid-Range – Application (Design & Development)

Business Need

- MSRS has used COBOL as a programming language since the early 1980s. There are approximately 250 moderate to complex COBOL applications used for critical business functions, the most important of which is paying monthly annuities to retirees. With time, our COBOL applications have become inefficient to change and maintain and are poorly documented, or not documented at all.
- In the last few years, we have lost the equivalent of 100 years of COBOL and business knowledge due to staff retirement. MSRS requires two highly qualified and experienced COBOL application developers for a 2 ½ year commitment, to analyze, reverse engineer, prepare technical documentation, and provide on-going support for existing applications, and to enhance them as necessary until these applications are transitioned to a JAVA platform.
- The Minnesota State Retirement System (MSRS) is preparing for a COBOL system conversion project that is targeted to start in the fall of 2012. A system redesign is required to automate and streamline processes, minimize risks, consolidate programming, provide real-time response, and provide ease in system maintenance. The state of our business applications, modernization of system platforms, open source equipment and the availability experienced programmers in more current languages makes it an opportune time to convert our systems to a new platform. Prior to beginning and during the conversion project, MSRS requires assistance in documenting COBOL programming processes and requirements and maintaining existing COBOL applications.
- The State may split award this contract between two vendors.

Agency Background

MSRS was established by the Minnesota legislature in 1929. MSRS is a medium-sized agency that administers six defined benefit retirement funds, with net assets totaling nearly \$8.86 billion as of June 30, 2010:

- **State Employees Retirement Fund** – This plan is comprised of the General Employees Retirement Plan, a multiple-employer, cost-sharing plan; and the Military Affairs Plan, the Transportation Pilots Plan, and the Fire Marshals Plan, all single employer plans.
- **State Patrol Retirement Fund** – This is a single employer plan.
- **Correctional Employees Retirement Fund** – This is a single employer plan.
- **Judges Retirement Fund** – This is a single employer plan.

- **Legislators Retirement Fund** – This is a single employer plan with benefits funded in part by state of Minnesota General Fund appropriations and plan assets.
- **Elective State Officers Retirement Fund** – This is a single employer, closed plan with benefits funded by state of Minnesota General Fund appropriations.

MSRS also administers four defined contribution plans, with net assets exceeding \$4.18 billion as of June 30, 2010:

- **Unclassified Employees Retirement Plan,**
- **Supplemental Retirement Plan for Hennepin County,**
- **Health Care Savings Plan,** and
- **Minnesota State Deferred Compensation Plan** [a multiple-employer IRC 457(b) plan].

Membership in MSRS' largest plan, the General Employees Retirement Plan, includes most state of Minnesota employees, University of Minnesota non-faculty employees, and selected metropolitan agency employees. The plan is comprised of approximately 55,500 active employees, 17,000 deferred vested members, and 31,200 benefit recipients from subdivisions within the State of Minnesota. Each governmental subdivision derives its revenues from taxation, fees, or assessments.

MSRS has been operational as a state agency since 1931. It is administered by an Executive Director who is responsible to a policy setting eleven-member Board of Directors. The agency employs approximately 90 full-time employees.

Project Scope & Goals

Design, develop, enhance, maintain, test and document COBOL applications as necessary until such applications have been converted to JAVA. Meet with business users to identify requirements and testing criteria when necessary. Assist in researching existing program requirements as necessary for the conversion project.

Environment

MSRS System Environment:

- **Mainframe.** Mainframe applications are hosted at the Office of Enterprise Technology (OET) and Access a DB2 database.

Agency Project Requirements

- All work will be completed at the MSRS St. Paul office during standard business hours.
- A background check is required for any vendor staffing having access to MSRS systems.

Responsibilities Expected of the Selected Vendor(s)

The vendor will provide the following services at a minimum:

- Analyze existing COBOL programs and write technical documentation to describe program development, logic, coding and corrections.
 - Work with project sponsor and project manager, users and development staff to identify and document system requirements and architecture.
 - Identify and document areas of possible security risk in applications.
 - Identify questionable logic to minimize repeat issues and increase system efficiency.
- Reverse engineer existing applications to document business requirements, data dependencies, external interface dependencies and make recommendations for improving the existing system.
 - Create flow charts depicting existing logic of COBOL applications.

- Document business requirements embedded in application logic along with the purpose of the requirement.
- Work with other MSRS staff to determine logic and requirements that may no longer apply or need to be added due to procedural changes, legislative changes or other circumstances.
- Document external interface requirements and dependencies with other programs to ensure the program can be converted or re-written successfully.
- Provide support to the application development team for critical COBOL applications.
- Debug, maintain and/or enhance existing COBOL applications that contain extensive business logic as required utilizing appropriate MSRS hardware, database and programming technology.
- Resolve questions of program intent, data input, output requirements, and inclusion of internal checks and controls. Share all findings with upcoming project transition team.
- Provide vendor staffing list to perform these responsibilities. Any changes in staffing must be approved by MSRS.
- Attend weekly status update meetings with IT management.
- MSRS will provide office space, computer and office equipment and access necessary to systems to perform contractual responsibilities.

Responder may add additional deliverables that add value to the project. Any deliverables added, must be priced separately from the deliverables listed above.

Required Skills

- Applicant must have a minimum of 10 years work experience as a COBOL application developer.
- Applicant must be highly experienced in maintaining existing COBOL applications.
- Applicant must possess strong knowledge of and experience working primarily with financial applications.
- Applicant must possess advanced knowledge and skill with Enterprise COBOL for IMB A/OS version 4.1.6. Expert-level skill at reverse engineering undocumented COBOL applications.
- Personnel working under this contract will be required to pass a background check before any work may be performed.

Key Dates & Process Schedule

Estimated project activity due dates are:

| Activity | Due Date | Time Due |
|------------------------------|-----------------------|------------|
| Post | 1/12/2012 | |
| Deadline for Questions | 1/19/2012 | Noon |
| Posted Response to Questions | 1/24/2012 | Noon |
| Proposals due | 2/9/2012 | 1:00 PM CT |
| Finalists Notified | 2/14/2011 | |
| Finalist Interviews | 2/16/2012 – 2/23/2012 | |
| Vendor selection | 2/27/2012 | |
| Project start date | 3/12/2012 | |
| Project end date | 06/30/2014 | |

Questions

Prospective responders who have technical questions regarding this Statement of Work are asked to submit questions to: sue.willinger@msrs.us . All questions received by the due date will be posted on the OET website.

Other personnel are **NOT** authorized to discuss this Statement of Work before the submission deadline. Contact regarding this SOW with other MSRS personnel could result in disqualification.

Response Content

Responses submitted to this Statement of Work must contain certain necessary information essential to understanding and evaluating the proposals. The intent is not to limit the content of the response. Responders may propose additional tasks or activities if they will substantially improve the services required by MSRS. The emphasis should be on the vendor's ability to satisfy the requirements of the Statement of Work. Information submitted in the response must be current, complete and accurate. Misrepresentation of the response data will be grounds for rejection of the response or cancellation of the Work order (if one has been awarded), and legal remedies may be sought.

The COBOL Programmers – Maintenance Support Statement of Work response consists of two separate parts: 1) Response, comprised of general and technical information and requirements, and 2) Cost Proposal, detailing project costs. The cost proposal must be completely separate from the Response; submitted in a single sealed envelope.

1. Organization of Response

It is preferred that your response be organized based on the outline below:

- a. Provide company background, history and experience relevant to this engagement.
- b. Project Information
 - i. Provide transmittal letter.
 - ii. Provide a cover memo:
 1. Provide a detailed statement of understanding of MSRS' business need and indicate how the responder will meet the requirements.
 2. Indicate any conflict of interest.
 - a. If no conflict of interest, indicate "No conflict of interest."
 3. State all exceptions you have to the language of the standard state Work Order Contract language.
 - a. If there are no language exceptions, indicate "No contract language exceptions".
 - iii. Include a list of personnel who will provide the service. Detail their training and work experience and their relationship to your company. Include resumes.
- c. Submit all company documents that MSRS is required to sign or agree to.
- d. Provide three references of similar work you have provided.
 - i. No references will be contacted without prior notification to the respondent.

2. Response copies

- a. Submit one (1) original copy of your response.
 - i. Clearly mark envelope as "Original copy" with company name.

- ii. Include transmittal letter signed in ink by an authorized member of the company.
 - iii. Include a signed Affidavit of Non-Collusion form, <http://www.mmd.admin.state.mn.us/doc/noncollusion.doc> . (Page 9)
 - iv. Include Certificate Regarding Lobbying (Page 10)
 - v. Include Affirmative Action form (Page 11)
 - vi. Include the Veteran-Owned/Service Disabled Veteran-Owned Preference Form if applicable, <http://www.mmd.admin.state.mn.us/doc/vetpref.doc> .
- b. Submit three (3) hard copies of the original. Do not include any pricing information in these copies. Submit cost proposal separately as indicated in section 3.
 - c. Submit one (1) response in electronic format, either CD or DVD. Include all cost information in the electronic submission.

3. Cost Proposal

Respondents must ensure that all cost information is restricted to the “Cost Proposal” document ONLY. No costing information may be communicated in the primary response document.

- a. Provide the original and three (3) hard copies of the cost proposal. Seal the cost proposals separately in an envelope clearly marked “Cost Proposal” along with your vendor name. For the purposes of completing the cost proposal, MSRS does not make regular payments based on the passage of time; it only pays for services performed or work delivered after it is accomplished satisfactorily. Provide a breakdown compensation for services and travel expenses. Include hourly rates for services provided, licensing costs, professional services, support maintenance costs for 5 years, including any warranty. Additional categories may be added at your discretion.
- b. Identify the level of MSRS’ participation in the contract, as well as any other services to be provided by our agency and provide details of cost allowances for this participation.
- c. Provide a cost proposal expiration date.

Proposal Submission

All proposals must be received no later than **1:00 p.m. on 02/09/2012.**

Proposals may be hand delivered to the MSRS Receptionist, 3rd Floor, 60 Empire Drive, St. Paul, MN or mailed to:

Minnesota State Retirement System
 Sue Willinger, Contract Administration
 60 Empire Drive, Suite 300
 St. Paul, MN 55103

Fax and email responses will not be considered.

Late proposals will not be considered.

All costs incurred in responding to this RFP will be borne by the responder.

SOW Evaluation Process

All qualifying responses received **1:00 p.m. CT on 02/09/2012** will be evaluated by representatives of MSRS. Proposals will be evaluated on an “overall best value” as specified below.

Score solutions are based on the following:

- Company information & experience (15%)
- Project staff qualifications and experience (40%)
- Three References of comparable work (15%)
- Cost (30%)

The vendor providing the “best value” solution will be notified and contract negotiations will begin.

This Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

General Requirements

Estimated Value of Services

MSRS expects to pay the contractor a maximum \$80 per hour with an annual compensation amount not to exceed \$271,360.00 in 2012, \$321,280.00 in 2013, and \$166,400.00 in 2014 for a total of \$759,0400.00 for 2 programmers for the 2 ½ year agreement. MSRS will not compensate for travel or subsistence expenses.

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

In the performance of this contract by Contractor, or Contractor’s agents or employees, 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:

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

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.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota

Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

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

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

Responder's Firm Name: _____

Authorized Representative (Please Print) _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
~~–or–~~
has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail: The Freeman Building 625 Robert Street North, TC Metro: (651) 296-5663 Toll Free: 800-657-3704
Saint Paul, MN 55155
Web: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283
Email: compliance.mdhr@state.mn.us

**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.

Work Order Contract

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.

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:

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.]

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.

5. Liability Limitation

This Work Order Contract is governed by the existing executed State of Minnesota Professional and Technical Contract between the State of Minnesota and _____. The Contractor must indemnify, save and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

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. B-_____

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: _____ Asst. Executive Director

Date:
