

**State of Minnesota**

**Accessibility Support Services Work Order Contract**

 SWIFT Contract Number:

 Master Contract T-Number: 22AMN

This Work Order Contract is between the State of Minnesota, acting through its Example: “Commissioner of [insert name of agency or board]” or “Director of [insert name]” (“State”) and [Contractor] whose designated business address is [Contractor’s business address] (“Contractor”). This Work Order Contract is issued under the authority of Master Contract T-Number 22AMN, SWIFT Contract Number [####], and is subject to all provisions of the Master Contract which is incorporated by reference.

**Contract**

# Term of Contract

## Effective Date. The Effective Date of this Work Order Contract is [Spell out full date (e.g., July 1, 2022)], 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 work.

## Expiration Date. The Expiration Date of this Work Order Contract is [Spell out full date (e.g., March 31, 2023)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

## Incorporation of Terms. Master Contract T-number 22AMN, SWIFT Contract Number [insert Master Contract #] as signed by the Department of Administration and Contractor, is incorporated herein in its entirety, by reference, and is available upon request from the State’s Authorized Representative or the Office of State Procurement.

# Scope of Work

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

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

[Provide sufficient detail in the duties so that you can determine whether to approve the goods or services or 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, specifications and deliverables.

Attaching the Contractor’s proposal as an exhibit is not the preferred way of incorporating the Contractor’s scope of work into the Work Order Contract; however, when it is necessary, be sure to delete all problematic/illegal contract clauses from the proposal then add the following clause to this section, “no terms or conditions of the Contractor’s proposal will be construed to modify, diminish, or derogate the terms and conditions of this Work Order Contract.”]

# Consideration and Payment

## Consideration. The State will pay for all services performed by the Contractor under this Work Order Contract as follows:

### Compensation. The Contract will be paid [Explain how the Contractor will be paid. For example “in accordance with the breakdown of costs as set forth in Exhibit D.”].

### 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 combined total of compensation and travel expenses, if applicable.]

## Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices must be submitted timely and no more frequently than monthly.

# Work Order Authorized Representative and Project Managers

## The State's Authorized Representative is: Name: Telephone Number: Email Address: The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

## The Contractor's Project Manager is: Name: Telephone Number: Email Address:  If the Contractor’s Project Manager changes at any time during this Work Order Contract, the Contractor must immediately notify the State.

# Diverse Spend Reporting. [Delete if this Work Order Contract will not exceed $500,000.]

If the total value of this Work Order 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 this Work Order Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Work Order 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 this Work Order Contract is in effect.

**[The number of signatures required for your work order depends on the number required by the Department of Administration’s master contract certification form.** If you have any questions, contact your agency contract coordinator.]

**State Encumbrance Verification**

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

Print Name:

Signature:

Title: Date:

SWIFT Contract No.

**Contractor**

*The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name:

Signature:

Title: Date:

**State Agency**

*With delegated authority*

Print Name:

Signature:

Title: Date:

**Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name:

Signature:

Title: Date:

Admin ID: