



State of Minnesota Professional and Technical Services Work Order Contract

SWIFT Contract Number: _____

Master Contract T-Number: _____

This Work Order Contract is between the State of Minnesota, acting through its Commissioner of Administration, **Real Estate and Construction Services, 309 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155** (“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 **[#####]**, SWIFT Contract Number **[#####]**, and is subject to all provisions of the Master Contract which is incorporated by reference.

Contract

1. Term of Contract

1.1 **Effective date.** The date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2. **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.**

1.2 **Expiration date.** **[Spell out full date (e.g., March 31, 2020)]**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. CONSULTANT’s Duties

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

The CONSULTANT, who is not a state employee, will perform **[FILL IN BRIEF DESCRIPTION OF CONSULTANT DUTIES]**, including the duties identified in attached Exhibit **[A]**, dated **[Month Day, Year]**, which is incorporated by reference and made a part of this Work Order. No terms and conditions of the CONSULTANT’s proposal will be construed to modify, diminish or derogate the terms and conditions of this Work Order.

3. Consideration and Payment

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

3.1.1 **Compensation.** Compensation in an amount not to exceed **[## CONSULTANT FEE]**, as provided in attached Exhibit **[A]**, dated **[Month Day, Year]** which is incorporated by reference and made a part of this Work Order and in accordance with Master Contract No. **[Master Contract T-Number [#####], SWIFT Contract Number [#####]]**, fee schedule on file with the STATE.

3.1.2 **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 **[\$[##]]**. In the event these expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated in the contract by reference. A copy of the Commissioner’s Plan is available on the Web at: <http://www.mmb.state.mn.us/comp-commissioner> (click on “Commissioner’s Plan” in the right side column). The CONSULTANT will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received

the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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

3.2 **Invoices.** The State will promptly pay the CONSULTANT after the CONSULTANT presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced service, pursuant to clause 4.2 of Master Contract [Master Contract T-Number [####], SWIFT Contract Number [####]]. Invoices must be submitted timely and according to the following schedule:

CONSULTANT shall use the STATE's "Pay Request Form for Consultant" to request payment for services. Pay Request Forms shall identify hours worked, services performed, and detailed information on reimbursable expenses. A Pay Request Form shall be submitted monthly for work completed and shall be marked as a partial or final billing. A copy of the Pay Request Form is available on the Web at: <http://mn.gov/admin/business/vendor-info/construction-projects/manuals-guidelines-forms/forms/index.jsp>

4. Project Managers/Authorized Representative:

The STATE's Authorized Representative for the purposes of administration of this work order is [name, telephone number]. T Such representative shall have final authority for acceptance of CONSULTANT's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted for payment.

The CONSULTANT's Authorized Representative for the purposes of administration of this Work Order is [name, telephone number]. If the CONSULTANT's Project Manager changes at any time during this work order contract, the CONSULTANT must immediately notify the State.

5. If the final product of the contract is a written report, the Consultant must file a copy with the State of Minnesota Legislative Reference Library in accordance with Minnesota Statute 16C.08 Sub. 6. One (1) electronic copy (Word, PDF, URL) to reports@lrl.leg.mn and two (2) print copies to:

Legislative Reference Library
645 State Office Bldg.
100 Rev. Dr. MLK Jr. Blvd.
St. Paul, MN 55155

[IF CONTRACT WILL EXCEED \$50,000, THE FOLLOWING CLAUSE MUST BE INCLUDED if not already included in Master Contract:]

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.

IN WITNESS WHEREOF, the parties have caused this Work Order to be duly executed intending to be bound thereby.

[The number of signatures required for your work order depends on the number required by the Department of Administration's master contract certification form.]

SAMPLE