**[WORK ORDER TEMPLATE FOR STATE AGENCY TRANSACTIONS. FILL IN ALL THE TRANSACTION-SPECIFIC FIELDS AND DELETE THE INSTRUCTIONS IN RED BEFORE SENDING THE DOCUMENT TO THE CONTRACTOR.]**

**STATE OF MINNESOTA**

**PROFESSIONAL AND TECHNICAL SERVICES**

**DATA ANALYTICS 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, E.G. DEPARTMENT OF REVENUE] ("State") and [FILL IN THE FULL LEGAL NAME AND ADDRESS OF THE CONTRACTOR] ("Contractor"). This Work Order Contract is issued under the authority of Master Contract T-Number 18ADA, SWIFT Master Contract Number [INSERT FIVE-DIGIT MASTER CONTRACT NUMBER OF SELECTED CONTRACTOR], and is subject to all provisions of the master contract which is incorporated herein by reference.

**Work Order Contract**

1. **Term of Contract**
	1. **Effective Date**. The Effective Date of this Work Order Contract is [SPELL OUT FULL DATE, e.g. November 1, 2019], or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later. **The Contractor must not begin work under this Work Order Contract until it is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin work.**
	2. **Expiration Date**. The Expiration Date of this Work Order Contract is [SPELL OUT FULL DATE, e.g. October 31, 2021], or until all obligations have been satisfactorily fulfilled, whichever occurs first.
	3. **Incorporation of Terms**: Master Contract T-Number 18ADA, SWIFT Contract Number [INSERT MASTER CONTRACT NUMBER] as signed by the State 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.
2. **Contractor’s Duties**

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

[INSERT DETAILED DESCRIPTION OF DUTIES, IDENTIFYING SPECIFIC DELIVERABLES TO BE COMPLETED BY THE CONTRACTOR. EITHER PROVIDE SUFFICIENT DETAIL HERE OR USE AN EXHIBIT TO IDENTIFY THE SPECIFIC DETAIL REQUIRED TO HOLD A CONTRACTOR ACCOUNTABLE. IF AN EXHIBIT IS USED, IDENTIFY IT AS “EXHIBIT A” AND INSERT THE FOLLOWING PHRASE HERE: “PERFORM THE DUTIES SPECIFIED IN EXHIBIT A, WHICH IS ATTACHED AND INCORPORATED INTO THIS WORK ORDER CONTRACT.”]

1. **Consideration and Payment**
	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 [INSERT APPROPRIATE COMPENSATION LANGUAGE, e.g. an hourly rate of $\_\_\_\_\_ up to a maximum of \_\_\_\_\_\_\_ hours, not to exceed $\_\_\_\_\_\_\_\_\_\_\_; or $\_\_\_\_\_\_\_\_\_ for all the services identified in Clause 2, Contractor’s Duties, above; or insert “consistent with the costs identified 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"]; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” established by the Commissioner of Minnesota Management and Budget which is incorporated into this Work Order Contract by reference. The Contractor 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. **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 3.1.1 AND 3.1.2 ABOVE].
	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.]
2. **Work Order Authorized Representative and Project Managers**
	1. The State's Work Order Authorized Representative/Project Manager (or his/her successor) has the responsibility to monitor the Contractor’s performance and the authority to the services provided under this Work Order Contract. If the services are satisfactory, the State’s Authorized Representative/Project Manager will certify acceptance on each invoice submitted for payment. The State’s Authorized Representative/Project Manager is:

Name: [NAME OF AGENCY’S DESIGNATED PROJECT MANAGER]

Title: [INSERT TITLE OF PROJECT MANAGER]

Address: [INSERT MAILING ADDRESS OF PROJECT MANAGER]

Telephone: [INSERT TELEPHONE NUMBER OF PROJECT MANAGER]

E-mail Address: [INSERT E-MAIL ADDRESS OF PROJECT MANAGER]

* 1. The Contractor's Project Manager for this work order contract is:

Name: [NAME OF CONTRACTOR’S DESIGNATED PROJECT MANAGER]

Title: [INSERT TITLE OF PROJECT MANAGER]

Address: [INSERT MAILING ADDRESS OF PROJECT MANAGER]
Telephone: [INSERT TELEPHONE NUMBER OF PROJECT MANAGER]

E-mail Address: [INSERT E-MAIL ADDRESS OF PROJECT MANAGER]

If the Contractor’s Project Manager changes at any time during this Work Order Contract, the Contractor must immediately notify the State.

1. **Indemnification**

 **[SELECT ONE OF THE FOLLOWING FOUR INDEMNIFICATION VERSIONS. DELETE UNUSED CLAUSES.]**

### VERSION 1 (Standard)

### *Indemnification*

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 third-party 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 to the extent that the claim or cause of action is the result of the State’s acts or omissions. 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.

### VERSION 2 (Standard compromise)

### *Liability*

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State’s liability.

### VERSION 3 (Indemnity with notice and cooperation and capped).

### *Liability and Limitation of Damages*

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including reasonable attorney’s fees incurred by the State for damages , resulting from any third-party claims or causes of action directly and proximately caused by the negligence of the Contractor while engaged in the performance of services under this contract. As a condition to the foregoing indemnity obligations, the State shall provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. In accordance with Minnesota Statutes, Section 8.06, the State’s Attorney General’s Office must provide consent and approval with respect to Contractor’s ability and right to control the handling of any such claim and to defend or settle any such claim with counsel of its own choosing.

Notwithstanding the foregoing the State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder in excess of an aggregate amount of $2,000,000 or an amount equal to two times (2x) the total contract value, whichever amount is greater. 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.

### VERSION 4 (Indemnity with notice and cooperation, capped and some types of damages waived)

### *Liability and Limitation of Damages*

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including reasonable attorney’s fees incurred by the State for damages, resulting from any third-party claims or causes of action directly and proximately caused by the negligence of the Contractor while engaged in the performance of services under this contract. As a condition to the foregoing indemnity obligations, the State shall provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. In accordance with Minnesota Statutes, Section 8.06, the State’s Attorney General’s Office must provide consent and approval with respect to Contractor’s ability and right to control the handling of any such claim and to defend or settle any such claim with counsel of its own choosing.

Notwithstanding the foregoing the State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder in excess of an aggregate amount of $2,000,000 or an amount equal to two times (2x) the total contract value, whichever amount is greater.

In no event shall Contractor, its principals, members, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs.) 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*

*Minnesota Statutes §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SWIFT Work Order Contract Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 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.*

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. STATE AGENCY

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. COMMISSIONER OF ADMINISTRATION

As delegated to Office of State Procurement

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_