

**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
WORK ORDER CONTRACT**

This Work Order 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 Real Estate and Construction Services** (“State”) and , **Error! Reference source not found.**, (“Consultant”). This work order contract is issued under the authority of Master Contract Number and is subject to all provisions of the Master Contract which is incorporated by this reference.

Work Order 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 CONSULTANT must not begin work under this contract until this contract is fully executed and the CONSULTANT has been notified by the State’s Authorized Representative to begin the work.**
- 1.2 **Expiration date:** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 CONSULTANT’s Duties

The CONSULTANT, who is not a state employee, will perform duties, including the duties identified in attached Exhibit “A” dated , 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:
- (1) **Compensation.** Compensation in an amount not to exceed , as provided in attached Exhibit “A” dated which is incorporated by reference and made a part of this Work Order and in accordance with Master Contract No. fee schedule on file with the STATE.
 - (2) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONSULTANT as a result of this work order contract will not exceed \$0.00. 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) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the CONSULTANT under this work order contract will not exceed .
- 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 . 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://www.admin.state.mn.us/recs/cs/cs-mgf.html>.

4 Project Managers/Authorized Representative:

The STATE's Authorized Representative for the purposes of administration of this work order is or **Gordon Christofferson**. 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 . If the CONSULTANT's Project Manager changes at any time during this work order contract, the CONSULTANT must immediately notify the State.

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

1. STATE ENCUMBRANCE VERIFICATION

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

SWIFT Order Number: :
Certification Signature:
Date:

2. CONSULTANT:

CONSULTANT certifies that the appropriate person(s) have executed the Agreement on behalf of the CONSULTANT as required by applicable articles, by-laws, resolutions, or ordinances.

By: _____ (Corporate Signature)
Printed Name:
Title:
Date:

By: _____ (Corporate Signature)
Printed Name:
Title:
Date:

3. STATE AGENCY: Department of Administration

Contract approval and certification that state funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

By: _____ (Authorized Signature)
Printed Name: Gordon Christofferson or Bev Kroiss
Title: Assistant Director or Director
Date:

PROFESSIONAL/TECHNICAL
WORK ORDER CERTIFICATION FORM

Submit to: Department of Administration, Materials Management Division, Professional and Technical Service Contracts, 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155. Contracts estimated to exceed \$25,000 must also be approved by the Office of Technology.

Certification Requirements: Required for all Work Order Contracts, in excess of \$5,000 (Minn. Stat. 16C.08). Agencies should submit TWO copies of this Certification Form. No work may begin before funds are encumbered and the work order contract is fully executed.

Project Title:	State Project Manager:	RECS Project ID.
Department: Administration	Division: Real Estate and Construction Services	
Estimated Cost:	Source of Funds:	
Original Contract Period: From: To: With option to extend ____ add'l ____ yr. periods <small>*Note: According to Minn. Stat. 16C.08 Subd. 3(5), 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:</small> <small>*The total work order contract term cannot survive the expiration date of the Master Contract.</small>		

Agency certifies that Minn. Stat. § 15.061 allows Admin to enter into this professional/technical service contract.

Nature of Contract:

Product or Result:

In accordance with Minn. Stat. § 16C.08, subdivisions 2 and 3, provide the following: (attach additional pages if necessary)

- 1) Describe how the proposed contract is necessary and reasonable to advance the statutory mission of your agency: ***The Commissioner of the Dept of Administration has delegated the Real Estate and Construction Services the authority to provide state agencies with services for design and construction. Minn. Stat. 16B.30.***
- 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 MMD Web site: **RFP was sent to .** Each was selected from the RECS list of qualified Consultants that responded to the RFP published in the State Register. RFP selection procedure requires solicitation of proposals as follows:

<input type="checkbox"/> Up to \$25,000	Choose one appropriate CONSULTANT on the M-Contract list.
<input type="checkbox"/> \$25,000 to \$100,000	Send written RFP to at least three (3) CONSULTANTS on M-Contract List
<input type="checkbox"/> Greater than \$100,000	Send written RFP to all qualified CONSULTANTS on M-Contract List
- 3) Describe the performance measures or other tools that will be used to monitor and evaluate master contractor performance and how the results of the work will be used: *RECS project managers set milestones and monitor the consultant's progress throughout the project for compliance with the articles of the contract and the services and deliverables required in the contract. The contract identifies the major project phases. Upon completion of each phase the RECS project manager will review the consultants work for compliance with the contract articles and the services and deliverables required in the contract. The consultant will not proceed to the next phase until authorized by the project manager. During each phase the RECS project manager will also monitor the work via review documents, periodic design and /or construction progress meetings. During the construction phase the RECS project manager will review/approve all pay requests and supplemental agreements.*

Single Source Request [Complete this section only if you are required to get more than one proposal and do not do so.]

- Identity of Consultant and justification memo is attached. A sample can be found at www.mmd.admin.state.mn.us/
- Not Applicable

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

1. *No state employee is (a) able and (b) available to perform the services called for by the contract*
 - A. **How did you reach this conclusion:**
RECS Staff were considered; however, no one is available to perform services.
 - B. **List other methods considered for accomplishing the work:** Services are required to be performed by individuals or firms with special expertise and special equipment generally not available in state government. To the best of our knowledge, no other method is available.
2. *The normal competitive bidding mechanisms (low bid) will not provide for adequate performance of the service.*
3. *Reasonable efforts will be made to publicize the availability of the contract to the public.*
4. *The agency will develop and implement a written plan providing for the assignment of specific agency personnel to manage the contract, including a monitoring and liaison function, the periodic review of interim reports or other indications of past performance, and the ultimate utilization of the final product of the services. The following person has been assigned to manage the contract as well as monitor and act as liaison for the contract: .*
5. *No one in or on behalf of the agency will authorize the contractor to begin work before the*

contract is fully executed unless an exception has been granted by the Commissioner of Administration under Minn. Stat. § 16C.05, subd. 2a and funds are fully encumbered.

6. *The contract will not establish an employer-employee relationship between the state or the agency and any person performing under the contract.*
7. *In the event the results of the contract work will be carried out or continued by state employees upon completion of the contract, the agency will require the contractor 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.*
8. *No current state employee will engage in the performance of the contract.*
9. *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 MMD.*
10. *The agency will 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. The seniority unit layoff list was reviewed on (date).*

ADMINISTRATION RECS Approvals

Project Manager:	Date
Authorized Certification/Officer (Person authorized to sign contracts):	Date:

ADMINISTRATION Office of Enterprise Technology Approvals

(Required for information and communications technology contracts over \$100,000). Obtain approval of Certification Form and RFP prior to sending them to MMD.

Technology Policy Office	Not applicable	Date:
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ADMINISTRATION Materials Management Division Approval

Professional Technical Section:	Date
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