[USE THIS FORM FOR OBTAINING SERVICES FROM VOGEL LAW FIRM, PERMAN LAW FIRM, PLLC, OR ROSANNE G. ZAIDENWEBER. FOR OTHER VENDORS, USE THE PROFESSIONAL TECHNICAL CONTRACT LOCATED ON THE FINANCE WEBSITE BUT ENSURE YOU ADD THE STANDARD LANGUAGE REGARDIN MINN. STAT. §8.06 AND CONTACT OFFICE OF GENERAL COUNSEL. INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN BRACKETS. FILL IN EVERY BLANK AND DELETE ALL INSTRUCTIONS BEFORE SENDING THIS TO THE CONTRACTOR.]

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**STATE OF MINNESOTA**

**PROFESSIONAL AND TECHNICAL SERVICES**

**WORK ORDER FOR A MASTER IMMIGRATION CONTRACT**

This work order contract is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of [FILL IN THE NAME OF YOUR CAMPUS OR UNIVERSITY] (“MINNESOTA STATE”) and [FILL IN FULL NAME AND ADDRESS OF CONTRACTOR AS LISTED ON THE MASTER CONTRACT] ("CONTRACTOR"). This work order contract is issued under the authority of Master Contract, effective September 2, 2021, 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., September 2, 2021)], or the date the State obtains all required signatures, whichever is later.

**The CONTRACTOR must not begin work under this contract until this contract is fully executed and CONTRACTOR has been notified by the Authorized Representative for MINNESOTA STATE to begin the work.**

1.2 ***Expiration date*:**[SPELL OUT FULL DATE (e.g., December 15, 2021). ENSURE THE DATE DOES NOT EXCEED SEPTEMBER 2, 2024, THE EXPIRATION DATE OF THE MASTER CONTRACT], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Contractor’s Duties**

 **Contractors duties do not constitute providing legal services to the state within the meaning of Minn. Stat. § 8.06 nor is this work order intended to create an attorney-client relationship between the Contract and employee as a third party beneficiary.**

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.

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 AND DELIVERABLES. YOU MUST INDICATE THAT THE EXHIBIT IS INCORPORATED INTO THE CONTRACT, SUCH AS “PERFORM THE DUTIES SPECIFIED IN EXHIBIT A WHICH IS ATTACHED AND INCORPORATED INTO THIS WORK ORDER CONTRACT.”]

**3 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 [REFER TO THE MASTER CONTRACT FOR THE APPLICABLE RATES WITH THE CONTRACTOR TO EXPLAIN BELOW 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.]

(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 AND ATTACH THE CURRENT COMMISSIONER’S PLAN. 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: Within 30 days of the services provided.

**4 Contract Manager**

Minnesota State: The contract manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or successor. Such representative will certify acceptance on each invoice submitted for payment.

Contractor: The authorized representative is [INSERT CONTRACTOR’S NAME, TITLE, ADDRESS, TELEPHONE NUMBER].

**APPROVED:**

**1. CONTRACTOR:**

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

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**2. VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**[*INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]*:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**4. AS TO FORM AND EXECUTION:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |