

HENNEPIN COUNTY PROFESSIONAL TECHNICAL SERVICES ROSTER WORK ORDER

This Work Order, entered into pursuant to the provisions of the Hennepin County Professional Technical Services Roster Principal Agreement (the "Agreement"), is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County **department name and address** ("COUNTY") and **vendor name, vendor address** ("CONTRACTOR"). The provisions herein are incorporated into and made part of the Agreement and are, thereby, subject to the provisions in the Agreement.

1. CONTRACTOR shall perform the following services: **short description of services**. These services are more fully described in the Scope of Services, attached as Attachment A and incorporated by this reference.
2. CONTRACTOR shall perform the services between **start date** and **end date**. Services shall not extend beyond the term stated in the Agreement.
3. CONTRACTOR shall be paid according to the provisions in the Fee Schedule, attached as Attachment B and incorporated by this reference. The total cost of this Work Order shall not exceed **\$xxx (NTE)**.

CONTRACTOR shall be paid for services provided based on the actual hours worked at the individual labor rates reflected in the billable rate schedule in Attachment B. Such rates will remain in effect until CONTRACTOR completes the work described in the Work Order.

If during the term of this Work Order, and before costs are incurred, a CONTRACTOR's anticipated expenses or staff hours do not reflect the initial levels budgeted in Attachment B, then CONTRACTOR may submit a written request to COUNTY for approval of a budget change. At COUNTY's discretion, and only when approved in writing by the COUNTY's primary contact for this Work Order, COUNTY may allow changes to the fee schedule that do not increase COUNTY'S total cost for this Work Order. Such approval shall not be deemed a material modification of the Work Order.

[IF CONTRACTOR WILL BE DRIVING RESIDENTS UNDER THIS WORK ORDER, INCLUDE THE FOLLOWING:]

4. In addition to the insurance requirements included in the INSURANCE section of the Agreement, CONTRACTOR shall maintain automobile liability coverage in the amount of Two Million Dollars (\$2,000,000.00) for the duration of this work order.

[FOR WORK ORDERS THAT INVOLVE PRIVATE DATA/SECURITY ISSUES (BASED ON RESPONSES TO WIZARD QUESTIONS), THE

FOLLOWING PARAGRAPH SHOULD BE INCLUDED IN THIS SECTION:]

5. In addition to the insurance requirements included in the INSURANCE section of the Agreement, CONTRACTOR shall maintain Cyber Security and/or Privacy Liability insurance coverage in the amount of Two Million Dollars (\$2,000,000.00), per claim and aggregate, for the duration of this work order. Insurance shall cover claims, which may arise from failure of CONTRACTOR's security resulting in harm, including but not limited to computer attacks, unauthorized access, disclosure of not public, confidential or private data/information in any format or media, electronic or otherwise, transmission of a computer virus(es) and/or denial of service. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. CONTRACTOR shall not commence work until it has obtained the required insurance and filed with the COUNTY a properly executed updated Certificate of Insurance establishing compliance.
6. CONTRACTOR shall not assign, transfer, pledge or subcontract the services to be performed pursuant to a Work Order, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. Failure to obtain COUNTY's consent may result in termination of the Agreement and/or this Work Order.
7. Pursuant to the Agreement, subcontractors are not permitted without prior written consent of COUNTY. The cost of services of approved subcontractors shall be billed to COUNTY at cost by CONTRACTOR. No mark-up of subcontractors is allowed.

[IF THE COUNTY HAS ALREADY APPROVED THE USE OF SUBCONTRACTORS, LIST THEM HERE:]

COUNTY has currently approved the following subcontractor(s): **subcontractor names.**

[IF APPLICABLE, INSERT THIS PARAGRAPH AND THE SBE/SMBE goal for this project:]

8. COUNTY has established a Small Minority-owned Business Enterprise (SMBE)/Small Business Enterprise (SBE) goal of XX% for this project. CONTRACTOR has committed to make good faith efforts to achieve XX% of SMBE/SBE participation. CONTRACTOR agrees to document this participation through reporting payments to subcontractors using specific systems as required by COUNTY.

[IF COUNTY INCLUDED AN SBE OR ESBE INCENTIVE DURING THE CONSULTANT SELECTION PROCESS, INSERT THIS PARAGRAPH]

9. CONTRACTOR, in consideration of the points it earned during a competitive procurement process based on its commitment to have no less than XX% of the Scope of Services performed by CERT-certified Small Business Enterprise (SBE)/Emerging SBE (ESBE) firms, agrees to deliver no less than XX% of the Scope of Services through SBE/ ESBE firms. CONTRACTOR understands that failure to comply may result in sanctions.
10. COUNTY shall have the right to suspend or terminate any Work Order and the work provided by CONTRACTOR thereunder immediately for cause. COUNTY shall also have the right to suspend or terminate any Work Order and the work provided by CONTRACTOR thereunder with or without cause upon thirty (30) days' written notice. In such event, CONTRACTOR shall be paid for services rendered through the date of suspension or termination. Termination of a Work Order will not result in termination of the Agreement.
11. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. CONTRACTOR shall immediately notify COUNTY if CONTRACTOR is debarred or suspended during the term of the Agreement.

[IF CONTRACTOR IS A SUBRECIPIENT AS DEFINED BY THE UNIFORM GUIDANCE (TITLE 2 CFR PART 200), ATTACH THE SUBRECIPIENT COMPLIANCE ADDENDUM (AVAILABLE ON THE HCAO CONTRACT FORMS WEBPAGE) AND INCLUDE THE FOLLOWING:]

12. CONTRACTOR agrees to comply with the requirements set forth in the attached Subrecipient Compliance Addendum.

[IF ANY FEDERAL FUNDS ARE BEING USED, INCLUDE THE FOLLOWING:]

13. CONTRACTOR agrees to comply with the requirements set forth in the attached Federal Award Contract Provisions Addendum.
14. The primary contacts for this Work Order are:

COUNTY:
Department:
Name and Title:
Phone:
Email:

[IF THE CONTRACTOR HAS A CONTACT FOR THIS CONTRACT, INCLUDE THE FOLLOWING BRACKETED SECTION:]

[CONTRACTOR:

Name:

Phone:

Email:

CONTRACTOR may replace the Work Order Contact but shall immediately give written notice to COUNTY of the name, phone number and email of such substitute person and of any other subsequent substitute person.]

Any notice affecting the rights or obligations of either party must be directed to the Contract Administrator identified in the Agreement.

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SIGNATURES

CONTRACTOR is hereby authorized to perform the services set forth herein subject to the terms and conditions of the Agreement and the attachments.

COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:

{ {Sig_es_:signer1:signature} }
{ {userstamp1_es_:signer1:stamp} }

{ {Exh_es_:signer1:attachment:label("Attachments")} }

CONTRACTOR shall perform the services as set forth herein. CONTRACTOR warrants that the person who executed this Work Order is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*

By:

{ {Sig_es_:signer2:signature} }
{ {userstamp2_es_:signer2:stamp} }
{ {ttl_es_:signer2:title} }

*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

Work Order No: PR0000####

Agreement No: PL00000###

ATTACHMENT A: Scope of Services

Work Order No: PR0000####

Agreement No: PL0000###

ATTACHMENT B: Fee Schedule

Work Order No: PR0000####

Agreement No: PL00000###

ATTACHMENT C:

**AS APPLICABLE, ATTACH THE SUBRECIPIENT COMPLIANCE ADDENDUM
AND/OR THE FEDERAL AWARD CONTRACT PROVISIONS ADDENDUM HERE.**