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| primary logo |  State of Minnesota**Professional and Technical Services****Work Order Contract** |

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| Esri Agreement No.: |  |
| SWIFT Contract No.: |  |
| Master State Contract No.: | 156992 |

This Work Order Contract is between the State of Minnesota, acting through its Example: “Commissioner of [insert name of agency or board]” or “Director of [insert name]” (“State”) and Environmental Systems Research Institute, Inc. ("Esri" or “Contractor”) whose designated business address is 380 New York Street, Redlands, CA 92373 (“Contractor”). This Work Order Contract is issued under the authority of Master State Contract Number 156692, and is subject to all provisions of the Master State Contract which is incorporated by reference.

**Contract**

# Term of Contract

## Effective date. [Spell out full date (e.g., April 1, 2019)], or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not being 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.

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

# Scope of Work

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

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

[As applicable, specifically identify and describe Deliverables including custom code, map data, and technical data (including technical assistance) and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data), and place and timing of delivery and location where technical assistance will be provided.]

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

# Contract Type

This Work Order Contract is a [*Firm Fixed Price (FFP) or Time and Materials (T&M)*] contract.

# Security Terms

The security terms applicable to this Contract are: Attachment [A or B] to Master State Contract Number 156692.

# Special Considerations

[Optional, delete if not necessary]

# Consideration and Payment

## Consideration. The State will pay for all services performed by the Contractor under this Work Order Contract as follows:

### Compensation. The Contract will be paid [Explain how the Contractor will be paid. For example, “in accordance with the breakdown of costs as set forth in Exhibit D.”].

### [Delete if no travel expenses are included in the Work Order Contract.] 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 $[##].

### 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.]

## Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices must be submitted timely and no more frequently than monthly.

# Project Managers

## The State.

### The State’s Project Manager is [name, title, address, telephone number, and email address]. The State’s Authorized Representative will certify acceptance on each invoice submitted for payment.

### The State’s Senior Contract Administrator is Elizabeth Randa, Acquisition Management Specialist, Office of State Procurement, 50 Sherburne Avenue, Room 112, St. Paul, MN 55155, (651) 201-3122, Elizabeth.Randa@state.mn.us, or her successor.

## The Contractor.

### The Contractor’s Project Manager is [name, title, address, telephone number, and email address]. If the Contractor’s Project Manager changes at any time during this Work Order Contract, the Contractor must immediately notify the State.

### The Contractor’s Senior Contract Administrator is [insert name, title, address, telephone number, and email address].

# ACCEPTED AND AGREED:

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| **1. State Encumbrance Verification***Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05* |  | **3. State Agency***With delegated authority* |
| Print name: |  |  | Print name: |  |
| Signature: |  |  | Signature: |  |
| Title: |  | Date: |  |  | Title: |  | Date: |  |
| SWIFT Contract No.: |  |  |  |

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| **2. 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.* |  | **4. Commissioner of Administration***As delegated to The Office of State Procurement* |
| Print name: |  |  | Print name: |  |
| Signature: |  |  | Signature: |  |
| Title: |  | Date: |  |  | Title: |  | Date: |  |