

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.

Work orders with reimbursable expenses will include the following paragraph:

Reimbursable expenses are limited to the actual cost for **specific expenses listed**. Any reimbursable expense which exceeds **dollar amount** Dollars (**\$XXX**) shall receive prior written approval from the COUNTY Work Order Contact named herein.

4. **Work orders that involve use of private data will include this clause:**

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, 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. The primary contacts for this Work Order are:

COUNTY:

Name of County Department/Division
Name and Title of Work Order Contact
Phone
Email

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: PL0000###

ATTACHMENT A: Scope of Services

Work Order No: PR0000####

Agreement No: PL0000###

ATTACHMENT B: Fee Schedule

Work Order No: PR0000####

Agreement No: PL0000###

ATTACHMENT C:

AS APPLICABLE