

**ATTACHMENT C**

**WORK ORDER CONTRACT FORM  
FOR PROFESSIONAL IT BUSINESS SERVICES  
(including Statement of Work)**

**MPSA # \_\_\_\_\_**

**Work Order Contract # \_\_\_\_\_**

Project Name: \_\_\_\_\_

This **Work Order Contract # \_\_\_\_\_** is between the State of Oregon, acting by and through the \_\_\_\_\_ (“Authorized Purchaser”) and \_\_\_\_\_ (“Consultant”) (“Work Order Contract” or “WOC”), and is subject to and hereby incorporates by this reference all of the terms and conditions contained in **MPSA # \_\_\_\_\_** between the **State of Oregon, acting by and through the Department of Administrative Services, Procurement Services (“DASPS”)** effective April 2, 2018.

No Services shall be performed until this WOC is signed by all Parties, all approvals necessary for Authorized Purchaser’s execution of this WOC have been obtained and the Notice-to-Proceed has been issued to Consultant by Authorized Purchaser.

**Work Order Contract Termination Date:** \_\_\_\_\_

**Maximum Not-To-Exceed Compensation.** Notwithstanding any other provision of this WOC to the contrary, the Maximum Not-to-Exceed Compensation that Authorized Purchaser will pay to Consultant is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which includes payment for any allowable expenses for which Consultant may request reimbursement under this WOC.

**Authorized Purchaser Authorized Representative or Designated Contact:**

Name:

Attn:

Title:

Address:

Contact Telephone Number:

E-Mail Address:

**Other Authorized Purchaser Key Persons:**

**Consultant's Authorized Representative (if different from MSA) or Other Key Persons:**

Name:

Attn:

Title:

Address:

Contact Telephone Number:

E-Mail Address:

**Funds Available and Authorized:** Authorized Purchaser believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this WOC within Authorized Purchaser's biennial appropriation or limitation. Consultant understands and agrees that Authorized Purchaser's payment of amounts under this WOC is contingent on Authorized Purchaser receiving appropriations, limitations, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to continue to make payments under this WOC.

This Contract is comprised of this document and the following Exhibits attached hereto and by this reference made a part hereof:

**WOC Exhibit No. 1: Statement of Work ("SOW").**

**Certification:** Any individual signing on behalf of Consultant hereby certifies and swears under penalty of perjury: (a) the number shown on the MSA is the Consultant's correct taxpayer identification number; (b) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Effective Date of this WOC, Consultant is not in violation of and has faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;(ii) any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed

by Consultant; (iii) any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and (d) Consultant is an independent Consultant as defined in ORS 670.600.

In the event that Consultant is a general partnership or joint venture, any individual(s) signing on behalf of the partnership or joint venture hereby acknowledges, certifies and swears under penalty of perjury that Consultant's signature on this WOC constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this WOC.

**CONSULTANT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AUTHORIZED PURCHASER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved for Legal Sufficiency pursuant to ORS 291.047 by:

By: \_\_\_\_\_

Assistant Attorney General

Date: \_\_\_\_\_

## WOC Exhibit No. 1, Sample Statement of Work

### PART I. BACKGROUND

#### **Acceptance Process for Deliverables (Goods and Services):**

Consultant will have full responsibility for the Tasks and Deliverables described in this SOW, and shall treat the Deliverables and associated Tasks as formal work requirements. A preliminary version of all Deliverables should be submitted to Authorized Purchaser for review and feedback prior to finalizing the Deliverable. Once complete, all Deliverables shall be submitted to Authorized Purchaser for acceptance and approval.

If Authorized Purchaser determines that the Goods or Services do not meet the acceptance criteria, Authorized Purchaser shall notify Consultant in writing of Authorized Purchaser's rejection of the Services, and describe in reasonable detail in such notice Authorized Purchaser's basis for rejection of the Services. Upon receipt of notice of non-acceptance, Consultant shall, within a 10 day period, modify or improve the Services at Consultant's sole expense to ensure that the acceptance criteria, and notify Authorized Purchaser in writing that it has completed such modifications or improvements and re-tender the Services to Authorized Purchaser. Authorized Purchaser shall thereafter review the modified or improved Services within 10 days of receipt of Consultant's delivery of the Services. Failure of the Services to meet the acceptance criteria after the second set of acceptance tests shall constitute a default by Consultant. Upon such default, Authorized Purchaser may either (i) notify Consultant of such default and instruct Consultant to modify or improve the Services as set forth in this SOW, or (ii) notify Consultant of such default and in which case Consultant shall comply with this SOW.

**Removal/Reimbursement.** If the Services are rejected or acceptance is revoked, Consultant shall refund any Contract payments that have been made with regard to the Services, and shall (at Consultant's sole cost and expense) remove the Goods within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.

#### **Assumptions:**

**PART II. TASKS AND DELIVERABLES**

**A. Consultant Tasks and Deliverables:**

Consultant shall:

Task No. 1:

Deliverable No. 1.1:

Deliverable No. 1.1 Due Date:

Deliverable No. 1.2:

Deliverable No. 1.2 Due Date:

Task No. 2:

Deliverable No. 2.1:

Deliverable No. 2.1 Due Date:

Deliverable No. 2.2:

Deliverable No. 2.2 Due Date:

**Deliverable Schedule**

<b>Deliverable No.</b>	<b>Description</b>	<b>Due Date</b>
1.1		Effective Date + xx days
1.2		
2.1		
2.2		

**B. Responsibilities of Authorized Purchaser:**

### **PART III. SPECIAL CONSIDERATIONS**

A. Consultant Key Persons:

B. Change Orders: Pursuant to the provisions of Section 9 of the MPSA, Authorized Purchaser may request additional Work from the Consultant as it directly relates to the scope of services described in this SOW. This SOW may be amended for circumstances including:

1. Adjustments to the SOW maximum not-to-exceed compensation;
2. Additional Work, Tasks and Deliverables, including those that become
3. apparent as the project progresses or for Optional Work as defined in Part II of this SOW.;
4. SOW time extensions.