*Guidance for Internal Agency Signers*

*Tips for reviewing contract and/or grants*

*7/19/16*

The purpose of this guidance is to aid those individuals approving and signing contracts and grants on behalf of their agency. When the signer signs, they accept responsibility for the organization, ensuring that the contract/grant meets the requirements of the agency and the state, that the documents are complete, legal, and consistent with needs and authorities. The details and specific requirements within contracts and grants will vary based on the scope of work to be performed, Even if you trust your staff and the vendor, the contract/grant is the legal document, and along with all the corresponding documentation. Use this guidance to help ensure you have covered the most important items. All denials should be in SWIFT, not through separate emails, unless a paper document is being routed. First approvals can proceed with comments noted in the text box above the approval signature, or via separate email.

**Main contract/grant:**

* Start / end date: properly indicated. Is the start date prior to the signature date? If yes, a 16A/C form must be provided. 16C (verify that no work has begun); 16A (a violation has occurred).
* Dept. of Admin is requiring that we attach the 16A/C form with every contract routed for their signature (including MPCA delegated signers.) If there is one week or more prior to the start date in the contract, and no work has yet begun, the Contract Specialist can type their name and date into the 16C (top) portion – do not actually sign. Otherwise the Project Manager should sign and date.
* Standard clauses / Terms and conditions:
  + Must not be contrary to statutes, best practices, or policies.
  + No improper changes made. No missing boiler plate language. Instead of removing clauses if not applicable, leave the heading in place, replace the remaining text with “Reserved.”
* If any clauses are modified, deleted, added or renumbered, documentation must be attached that justifies each alteration.
* Any changes to the Indemnification or Liability clauses must include documented input from the Attorney General’s Office or the Dept. of Admin. Any changes to the Intellectual Property clause must have a documented opinion from the Attorney General’s Office that is included with the contract documents. Contract should reflect this input.
* Insurance requirements are appropriate to the nature of the work. Requirements may be more or less than the standard language provided. Any changes (including Errors and Omissions) must be documented and approved by Cathy Moeger or her delegate.
* Additional clauses must be added, depending on scope and content of contract (see examples below):
* Additional clauses should be identified and explained in attached documentation.
  + Health and Safety. Should be included when contractor/subcontractor will be performing services in the field.
  + Insurance for pollution liability, builders risk, etc. – may be appropriate depending on nature and risk of work.
  + Prevailing Wage. Required if construction is anticipated.
  + Background checks. Appropriate depending on nature of work, for example, entering a home or working near a daycare center.
* Statutory citations are correct.
* Scope of work or work plan must be clear, concise and set forth actual, detailed requirements at the time of the solicitation. It should answer the Who, What, Where, When, and How questions.
* Budget fits the scope of work, matches the workplan objectives and timeframes and math is correct.
* Payment terms are adequately defined. No advanced payment without justification, including grants Use MPCA invoice language as noted at bottom of this guidance.
* Signatures: No missing signature blocks or signatures. Don’t make any changes to any of the documents / attachments when in routing. Any changes you see must be initialed, dated, and approved by all parties. If corrections or changes are needed, deny the request and provide comments.
* Errors may not undermine enforceability. Any typo and formatting errors must be minimal and insignificant for low and medium risk contracts.

**Attachments:**

* Label all attachments/exhibits correctly, including the CR number and must be referenced in the contract/grant; likewise ensure that any referenced attachment/exhibit is actually attached. No missing attachments. It should state in the document: references are incorporated by reference.
* Workplan: Content of workplan is clear. Duties adequately defined and understandable. (If simple, workplan may be incorporated into the main contract/grant under Contractor’s duties (usually Clause 2), rather than as a separate attachment.). The workplan timeframes should match the Gantt chart
* Budget/Schedule: There is a clear budget breakdown for the work that makes sense and is reasonable. Review budget numbers to ensure they make sense and add up correctly by column and row. No miscellaneous items.
* Background documentation included and may not be drafts or unsigned copies.
* Certification Form / Single Source memo included as required.
* 16A/16C Form must be attached to verify whether work has or has not begun.
* Prevailing Wages from counties where construction work will be conducted. Required if Prevailing Wage clause is added.
* Federal Terms and Conditions. Must be attached if work is federally funded
* Risk Triage documentation must be attached
* Cover sheet provided and complete.

**Amendments**:

* Added and ~~deleted~~ language properly indicated. Language crossed out from original contract and work plan as appropriate, including change orders.
* Original documents, prior amendments and change orders included when routing for approvals (inside and outside of SWIFT).
* Coversheet provided and complete.
* Effective date and expiration date on the amendment correspond with original contract dates.
  + If the effective date is the later date on the original contract the effective date is the actual contract start date listed on the amendment.
* Updated clauses added or modified to amendments if required by the Department of Administration policies or legislation.
* Clause stating that “except as amended herein, the terms and conditions of the Original Contract and all previous amendments and change orders remain in full force and effect. The Original Contract and all amendments and change orders are incorporated into this amendment by reference” must be included.

**Overall:**

* Contract/grant and workplan fit the needs of the Agency/Program goals.
* The outcomes are appropriate for the level of funding and are clearly tied to the work performed.
* All dollar amounts and dates and contact information within and between documents match.
* In alignment with assigned risk level.
* Quick call may not exceed $25,000.
* Not using a split RFP/Quick Call to go around the solicitation requirements.

Click here to view Contract Unit style guide (*will be provided when finalized*)

[Click here to view Department of Administration’s contract processing checklist](file:///\\x1600\xdrive\Agency_Files\OSD\Contract%20Team\CONTRACT%20PROCESSING%20CHECKLIST.docx)

**MPCA Invoicing Language**

4.2. ***Payment***

                (A)  ***Invoices.*** The State will promptly pay the Contractor within 30 days for undisputed invoices. Payment shall be made 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: Monthly or at least quarterly.

Invoices will reference the SWIFT Contract number, PO number and the name of the State’s Authorized Representative and will be submitted to: [mpca.ap@state.mn.us](mailto:mpca.ap@state.mn.us)

If there is a problem with submitting an invoice electronically please contact the Accounts Payable Unit at 651-757-2491.

The Contractor shall submit an invoice for the final payment upon submittal of the final progress and financial report within 30 (thirty) days of the original or amended end date of this Agreement. The State reserves the right to review submitted invoices after 30 (thirty) days and make a determination as to payment.