

PCS Contract Instructions

CONTRACT #:

Enter Contract number in blank provided. This is the number that is assigned by AASIS. For Reporting Agencies that are not on AASIS, provide an "RA" number unique to the agency.

VENDOR #:

Enter Vendor number in the blank provided. Note: The vendor number must correspond to the legal name of the provider(s) as opposed to the "doing business as" (d.b.a.) or "remit to" name. This is mandatory

FEDERAL ID #:

Enter Federal ID in blank provided. This is mandatory.

MINORITY VENDOR

Indicate if this a minority vendor or not.

1. PROCUREMENT Specify the method of source selection.

ABA Criteria should only be selected if the agency, college or university processes its contracts through Arkansas Building Authority. Colleges and Universities that use the ABA criteria but are exempt from ABA review must select from alternate procurement options available.

Request for Proposal: The (RFP) method of procurement allows the use of a set of criteria, in addition to cost, that are considered in the evaluation process of each response. If this procurement method is utilized, include as an attachment, the list of criteria other than cost that were given consideration in the awarding of the contract. This is also known as a Competitive Sealed Proposal (CSP). Requires prior authorization I.A.W. 19-11-230(b).

The **Competitive Bid** designation is used when the award of the contract is made to the qualified respondent that submits the lowest bid meeting specifications listed.

Prior approval from the Office of State Procurement is required before using the **Request for Qualifications** (RFQ) option. This option has customarily been used to develop contracts for legal, architectural, engineering and land surveying services, but is also the preferred method of source selection for certain other services.

Intergovernmental contracts are those involving agreements between two or more governmental entities. All intergovernmental contracts with a total dollar value (compensation plus reimbursement) that exceeds \$25,000 are required to be reviewed by the Performance Evaluation and Expenditure Review Committee (PEER) prior to the execution date of the contract. Intergovernmental contracts **do not** require EO 98-04 disclosure forms.

Emergency procurements may only be requested by the agency Chief Fiscal Officer or equivalent or Director, Division Director or Deputy Director of and agency, college or university, see R1:19-11-233(d) for guidance or email Reba Sims or Kurtis Markish at Reba.Sims@dfa.state.ar.us or Kurtis.Markish@dfa.state.ar.us. The Emergency procurement process allows a contract to be implemented prior to review by the full Legislative Council Review Sub-Committee. (Unless Critical, Emergency procurements should be made using some form of competitive bid process.)

Sole Source by Law: This designation is used when the state is compelled as a result of court, state or federal, mandate to award for services from a specific provider. In the blank provided, list the Act#, law or court order.

The **Sole Source by Justification** designation requires separate written justification as outlined in the Procurement Regulations for Professional and Consultant Services Contracts (see R1:19-11-232 (e) (1) through (6)). A letter (on agency letterhead) addressing points 1-6 addressed to the Director of the Office of State Procurement must **accompany** a request for a sole source contract. Letters of justification must be signed by the agency Director or his designated representative.

Source by intent to Award is a public notice of intent to award.

2. DATES, AGENCY, CONTRACTOR

Specify the **beginning** and **ending** dates of the contract and the **agency(s)** and the **legal vendor name(s)**. Include the agency(s) number and vendor address as required.

3. CALCULATIONS OF COMPENSATION

Provide the **compensation** and **reimbursable** rates in the appropriate spaces. State the compensation clearly, and indicate if various levels of expertise are to be supplied by the contractor. A rate of compensation for each level and the number of personnel within each level should be listed. Calculate and extend totals. A schedule of allowable reimbursable expenses and estimated rates for each item of expense should be agreed to. Enter items and rates by item, and extend the total. Finally, enter **total of compensation inclusive of reimbursable expenses**.

***NEW BLANK** – Projected total cost of contract if all available periods of extensions are completed.

4. SOURCE OF FUNDS

Designate in the space provided the percentage from Federal, State, Cash, Trust and Other funds to be used in payment. Indicate the source of any Federal, Cash, Trust or Other Funds used.

5. RENDERING OF COMPENSATION

Indicate the agreed to schedule of payments, to include any method(s) that might be utilized to evaluate performance of the criteria listed in the objectives and scope section of the contract as a condition of rendering payment to the contractor.

6. OBJECTIVES AND SCOPE

State the objectives and scope clearly and concisely.

7. PERFORMANCE STANDARDS

List the performance standards that have been agreed upon between the agency and the vendor. The purpose of performance standards is to allow the agency and the review committee to effectively measure the level of performance provided by the contractor. (If necessary, use attachments).

8. ATTACHMENTS

List ALL attachments to this contract.

9. CERTIFICATION OF CONTRACTOR

9A) A statement is required by the contractor confirming that no employee of the State will receive any benefits from this contract. Exception is made for widely-held public corporations which pay corporate dividends to stockholders who may also be state employees as long as the employee owns less than 10 % of the total outstanding stock of the contracting corporation.

9B) Contractor is to provide a listing by contract number and agency of all other Arkansas State contracts presently held.

9C) Contractor is required to divulge any ongoing litigation with any state agency, college or university and acknowledge if contractor represents any clients engaged in any controversy with any state agency.

9D) Space is provided for the contractor to list the name and relationship of those persons who will be supplying services to the state agency insofar as they are known at the time the contract is signed. If the names are not known at the time of the execution of the contract, the contractor shall submit the names along with the other information, as they become known.

9E) This section stipulates that the agency shall in no way exercise any managerial control over the contractor or his/her employees and reiterates that there is not to be any employment relationship between the contractor and the agency.

10. DISCLOSURE BY EXECUTIVE ORDER 98-04 REQUIRED

This section requires that on any contract or amendment to a contract executed by an agency, which exceeds the dollar limit established by Executive Order 98-04, the contractor shall disclose all information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D, Attachment II - 10.3) shall be used for this purpose. Agency contracts between government entities including other state agencies, institutions of public education, and federal and local governments are exempt from the disclosure requirement. Failure to disclose as required by Executive Order 98-04, or violation of any Dept. of Finance and Administration rule or regulation pursuant to this Order shall be considered breach of the contract agreement and shall subject the contractor to all legal remedies available to the Agency under the provisions of existing law.

11. NON-APPROPRIATION CLAUSE

By law every contract for Professional and Consultant Services will include language that authorizes the State to terminate the agreement in the event the State of Arkansas fails to appropriate funds for the term covered by the contract.

12. TERMS

This contract is subject to all State of Arkansas Laws, rules and regulations governing Professional and Consultant Services Contracts. The term (contract duration) as indicated in Item 2 (beginning and ending dates), Amendments to this contract will require review by the Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration, if this contract was previously reviewed by the Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives scope of the contract and/or performance measures. Amendments to contracts that originally did not require review by Legislative Council or Joint Budget Committee which increase the total compensation to more than \$25,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration and before the execution date of the amendment. Termination may be made in accordance with the specific language included in the contract. The Procurement Law allows a contract to be extended up to a total of 7 years. If you plan on extending this contract, you must provide a date in the blank. If this contract will not be extended, put N/A in the blank.

13. AUTHORITY

Self explanatory.

14. AGENCY COORDINATION

List name, title and telephone number of the Agency Representative coordinating the work of the contractor.

15. AGENCY DIRECTOR SIGNATURE

The head of the agency shall certify by his/her signature on each contract entered into by that agency that:

1. All information required by law and by regulations is supplied;
2. The proper contracting form is utilized;
3. All information contained in the contract is true and correct to the best of his/her knowledge and belief;
4. All general guidelines prescribed by the State Procurement Director have been complied with;
5. The services proposed to be provided under the contract are necessary for the operation of the state agency in fulfilling its legal responsibilities and cannot be provided by an existing state agency;

6. The contractor is fully qualified to perform the services and has no vested interest in the subject matter of the contract which would constitute a conflict of interest and a bar to his providing services of a professional and disinterested quality;
7. The contract terms are reasonable and the benefits to be derived sufficient to warrant the expenditure of the funds called for in the contract;
8. Sufficient funds are available to pay the obligations when they become due;
9. A projected total cost of the contract is provided to include expenditures that may be incurred under all available periods of extension if the extensions were executed.

16. TYPE OF CONTRACT

Indicate that this is a Professional Service contract if the services to be rendered consist of the personal services of an individual or individuals which are professional in nature. The contract shall specify the results expected (performance measures) from the rendering of the services, rather than detailing the manner in which the services shall be rendered. Indicate that this is a Consultant Service contract if the services to be rendered to the state agency or to a third party beneficiary under the contract are primarily the giving of advice by the contractor on a particular problem or problems facing the agency or the third party beneficiary. The contract can specify the results expected from the services to be rendered by the contractor and the advice or assistance to be provided.

17. SIGNATURES

For this contract to be valid and prior to submittal to the Department of Finance and Administration, Contractor and Agency Director must sign and date where indicated.

ADDITIONAL DOCUMENTATION

Act 2157 of 2005 requires a contractor to provide their company EEO Policy on contracts greater than \$25,000. If no EEO Policy exists, a statement on contractor's company letterhead stating they have no EEO policy should be attached to the contract prior to submission.