

# STATE OF ARKANSAS

## PROFESSIONAL/CONSULTANT SERVICES CONTRACT

<b>CONTRACT #</b>		<b>FEDERAL I.D. #</b>	
<b>VENDOR #</b>		<b>MINORITY VENDOR</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>

**1. PROCUREMENT:**

Check appropriate box below for the method of procurement for this contract:

ABA Criteria 
 Request for Proposal 
 Competitive Bid 
 Request for Qualifications

Intergovernmental 
 Emergency 
 Sole Source by Justification  (Must be attached).

Sole Source by Intent to Award

Sole Source by Law  Act # \_\_\_\_\_ or Statute # \_\_\_\_\_

**2. DATES, PARTIES:**

The term of this agreement shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_.

State of Arkansas is hereinafter referred to as the agency and vendor is herein after referred to as the Contractor.

<b>AGENCY NUMBER/NAME</b>	0135	Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas, Fayetteville
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<b>CONTRACTOR NAME</b>	
<b>ADDRESS</b>	

**3. CALCULATIONS OF COMPENSATION:**

For work to be accomplished under this agreement, the Contractor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement \$ \_\_\_\_\_

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expense \$ \_\_\_\_\_

Total compensation inclusive of expense reimbursement \$ \_\_\_\_\_

<b>Projected total cost of contract if all available periods of extensions are completed</b>	<b>\$ _____</b>
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# STATE OF ARKANSAS

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**4. SOURCE OF FUNDS:**

Complete appropriate box(es) below to total 100% of the funding in this contract.

% Federal Funds	% State Funds	% Cash Funds	% Trust Funds	% Other Funds

Identify the source of funds for the following:

<b>Federal Funds</b>	
<b>Cash Funds</b>	
<b>Trust Funds</b>	
<b>Other Funds</b>	

**MUST BE SPECIFIC** (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

**5. RENDERING OF COMPENSATION:**

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. \_\_\_\_\_ to this agreement.

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**6. OBJECTIVES AND SCOPE:**

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

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**7. PERFORMANCE STANDARDS:**

List Performance standards for the term of the contract. (If necessary, use attachments)

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**8. ATTACHMENTS:**

List ALL attachments to this contract by attachment number:

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**9. CERTIFICATION OF CONTRACTOR**

A. "I, \_\_\_\_\_ (Contractor) \_\_\_\_\_ (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies.)

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C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency?

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D. The contractor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. 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. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP

# STATE OF ARKANSAS

## PROFESSIONAL/CONSULTANT SERVICES CONTRACT


E. The agency shall exercise no managerial responsibilities over the contractor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

10. **DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:**

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the contractor to disclose 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.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

11. **NON-APPROPRIATION CLAUSE:**

“In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the contractor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.”

12. **TERMS:**

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended until \_\_\_\_\_, in accordance with the terms stated in the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration/Director of Office of State Procurement if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which cause the total compensation to exceed the sum of \$25,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date of the amendment.

This contract may be terminated by either party upon 30 day written notice, unless otherwise agreed by both parties.

# STATE OF ARKANSAS

## PROFESSIONAL/CONSULTANT SERVICES CONTRACT

13. **AUTHORITY:**  
A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.  
B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

14. **AGENCY COORDINATION:**  
The Agency Representative coordinating the work of this contractor will be:

\_\_\_\_\_ (NAME)                      \_\_\_\_\_ (TITLE)                      \_\_\_\_\_ (TELEPHONE #)

Mail approved contract to: \_\_\_\_\_

Agency agrees to make available advice, counsel, data, and personnel, etc. as described immediately below or in Attachment number \_\_\_\_\_ to this agreement.

\_\_\_\_\_  
\_\_\_\_\_

15. **AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.**

16. **TYPE OF CONTRACT:**      PROFESSIONAL \_\_\_\_\_      CONSULTANT \_\_\_\_\_

17. **SIGNATURES**

\_\_\_\_\_  
CONTRACTOR                      DATE

\_\_\_\_\_  
AGENCY DIRECTOR                      DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

APPROVED: \_\_\_\_\_  
DEPARTMENT OF FINANCE AND ADMINISTRATION

\_\_\_\_\_  
DATE