



PROFESSIONAL CONSULTANT SERVICES PCS-1 CONTRACT INSTRUCTIONS

There are two types of contract forms available for use. The fillable form allows the user to complete, print, and save the form maintaining all formatting, alignment and aids in keeping data clear and concise. A second form, a static contract form, is available for those who find that the field restrictions for agency name, vendor name, etc., are insufficient due to the long name of the agency, vendor or other key information that require more space than the fillable form allows. The format of the form must remain in place. You may convert this to a word document or other software document to allow for the additional space; however, all information must be identical to the fillable form when submitted for review. You may use a smaller font size to fill in the critical information but the font must remain the same. **Agency personnel should avoid completing the form by hand.**

1. Contract Number: Enter the PCS contract number. This number will typically be:

- A "46" outline agreement number (AASIS users)
- An "RA" number (for certain agencies of higher education)
- A "45" purchase order number (AASIS users) for Intergovernmental (IG) Contracts

PCS contract numbers can NEVER be duplicated. Every new contract MUST have a unique contract number.

2. Federal ID Number: If the vendor is a business, enter the vendor's Federal ID Number. If the vendor is an individual, leave this space blank.

3. Vendor Number: Enter the vendor's number. This vendor number may be the AASIS vendor number or a vendor number that is specific to your agency's system.

4. Minority Vendor: Select either "Yes" or "No" on whether the vendor is an Arkansas recognized minority. The following are the only Arkansas recognized minorities:

- African American
- Hispanic American
- American Indian
- Asian American
- Pacific Islander
- Service Disabled Veteran

5. Procurement Method: Select only ONE box that states the procurement method used in bidding this contract. If you select "Sole Source by Law", you must enter an act or statute number.

6. Term Dates – Start: Enter the month, day and year or use the calendar to select the appropriate date that this PCS contract shall begin. PCS contracts may not start until they have been reviewed by OSP, and the Arkansas Legislative Council (ALC) (if greater than or equal to \$50,000). Note: The final ALC Review is usually the third Friday of each month

7. Term Dates – End: Enter the month, day and year or use the calendar to select the appropriate date that the initial contract term will end. PCS contracts may not pass June 30 of a biennium year. Biennium years are odd years (2015, 2017, etc.)

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- 8. Agency Number and Name:**
 - a) Enter the agency's 4-digit number
 - b) Enter the agency's name
 - c) If your agency is a service bureau, check the box
- 9. Vendor Name/Address:** Enter the vendor's name and address on separate lines.
- 10. Tracking Numbers:** Spaces 10(a) and 10(b) are for an agency's convenience. You may enter a previous contract number due to a vendor change where a new contract number was created. This allows the history of the contract to be tracked.
- 11. Total Projected Cost:** Enter the total projected cost (including any amendments and all possible extensions)
- 12. Calculations of Compensation - Compensation:** Enter the initial compensation of the contract exclusive of reimbursable expenses.
- 13. Calculations of Compensation - Reimbursable:** Enter the initial reimbursable expenses for the contract.
- 14. Calculations of Compensation – Total Compensation:** Enter the sum of compensation and reimbursable totals (12 + 13).
- 15. Source of Funds:** Complete the table showing the type(s) of fund sources used by selecting the appropriate option and identifying source of funds. The total amount of funding must always match the total compensation inclusive of expense reimbursement as specified in section 4B of the contract form. When calculating percentage of total contract cost, you may use up to two decimal places. You may use an attachment if necessary.
- 16. Rendering of Compensation:** List the method(s) of rendering compensation and/or evaluation of satisfactory achievement of job(s) performed. You may use an attachment if necessary.
- 17. Objectives and Scope:** Enter a description of services, objectives and scope of work. This information should be as brief and specific as possible. This summary should be no more than four or five sentences. Do not use "See Attached".
- 18. Performance Standards:** Performance Standards are REQUIRED for all PCS contracts. List the performance standards that will be used for this contract. If necessary, you may use attachments.
- 19. Attachments:** List all documents to this PCS contract using numbers or letters in the order they appear in the attachment. All supporting documentation must be included in a single PDF file. Contract Review forms (if applicable) must be the first document in the attachment.
- 20. Certification of Vendor – A:** Vendor needs to put certifying person's name and title

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21. **Certification of Vendor – B:** Vendor must list any other contracts or subcontracts they have with any other state government entities. If no contracts or subcontracts are listed, “N/A” or “None” MUST be written instead.
22. **Certification of Vendor – C:** Vendor must list any legal controversies with any state agencies or represent any clients engaged in any controversy. If no controversies exist, “N/A” or “None” MUST be written instead.
23. **Certification of Vendor – D:** In the table or on attachment, persons supplying services to the state agency, at the time of execution of the contract, MUST be listed.
24. **Term – Maximum Extension Date:** Enter the full date (month, day and year) or use the calendar to select the appropriate date to which the contract may be extended as set forth in your solicitation/contract. Unless otherwise exempt, contracts may be extended a maximum of 7 years from the start date.
25. **Agency Contacts:** Enter agency contact information. This information may differ from the information entered into the online PCS system.
26. **Vendor Signature:** Vendor must sign the PCS contract in ink as well as complete date, title and address. PCS contracts cannot be processed without the signature.
27. **Agency Signature:** The agency director or other person with authority must sign as well as complete date, title and address. PCS contracts cannot be processed without the signature. Refer to AR Code Annotated 19-11-1007 Certification by Agency Head for more information concerning the agency signature.

 **Disclosure Required by Executive Order 98-04:** Though there is nothing you need to do in this section, this paragraph may not be removed from the contract.

 **Cancellation Clauses:** Though there is nothing you need to do in this section, this paragraph may not be removed from the contract.

 **Authority:** Though there is nothing you need to do in this section, this paragraph may not be removed from the contract.

 **DFA Signature Line:** These signature and date lines are for the Office of State Procurement use ONLY! Do not use these lines or allow information to overflow onto these lines.

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Supporting Documentation:

The list below outlines the most common supporting documentation required to accompany an original PCS contract, but is not an exhaustive list.

1. Contract Review Form (Post-Solicitation Review)

The Contract Review Form must be completed for contracts that meet the following criteria:

- All IT contracts with a total projected cost greater than \$100,000 require review and approval by the Department of Information Systems (DIS) prior to award made through the following procurement methods: CB, IFB, RFP, RFQ, Sole Source, Cooperative Contract, Intergovernmental, Exempt by Law.

The Contract Review Form (when applicable) must be the first document in the PDF file attached to the contract when submitted through the portal.

2. Pre-solicitation Review Document (Screen Print)

Prior to the creation of the contract, AASIS user and service bureau agencies were required to create a requisition. These requisitions were reviewed and approved by the Governor's Office, DIS and the Department of Finance and Administration – Office of Intergovernmental Services (IGS) when applicable. These approvals were noted in the requisition in AASIS. A screenshot of the notes must be included with the supporting documentation of the contract. This document must be attached immediately behind the Contract Memo Form in the PDF file attached to the contract when submitted through the portal.

3. Equal Employment Opportunity Policy

Pursuant to ACA §19-11-104, any entity or person bidding on a state contract must submit their most current equal opportunity policy. R1: 19-11-104 states that procurements where the dollar amount greater than twenty-five thousand dollars (\$25,000) require equal opportunity policies.

4. Illegal Immigrant Certification

Pursuant to ACA §19-11-105, a contract for professional services in which the total dollar value of the contract is twenty-five thousand dollars (\$25,000) or greater requires that the contractor certify that they do not employ illegal immigrants. Vendors can certify online through the following link: <https://www.ark.org/dfa/immigrant/index.php/user/login>. A print screen of the vendor's illegal immigrant certification confirmation is required to be included with the supporting documentation of the contract.

5. Contract and Grant Disclosure and Certification Form

Executive Order 98-04 states that commodities or services contracts greater than twenty-five thousand dollars (\$25,000) requires a disclosure form. Please visit

<http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf>

Note: Agency Use Only Box on page 2 must be filled out by the agency

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6. Sole Source Justification Letter

Pursuant to ACA §19-11-232, the State Procurement Director, the head of a procurement agency, or the designee must grant approval for sole source justification procurements. Contracts utilizing this method of procurement where the total procurement exceeds ten thousand dollars (\$10,000) must provide a Sole Source Justification letter. For the Office of State Procurement's sole source policy, please visit <http://www.dfa.arkansas.gov/offices/procurement/Documents/soleSourcePolicy.pdf>.

7. Outside Legal Counsel

Pursuant to ACA § 25-16-702, if the agency has a contract for outside legal counsel, then a letter of approval from the Attorney General's Office granting the agency permission must be included with the supporting documentation of the contract. Please visit <http://www.dfa.arkansas.gov/offices/procurement/Documents/PolicyLegalServices.pdf>

8. Request for Qualifications

Pursuant to ACA § 19-11-204(10)(A)&(B), the State Procurement Director, the head of a procurement agency, or the designee must grant prior written approval when the qualifications or specialized expertise of the vendor is the most important factor in selection. Other items needed to be attached per OSP include the advertisement and the dates the ad was run on the newspapers letterhead. Please visit <http://www.dfa.arkansas.gov/offices/procurement/Documents/PolicyReqforQualifications.pdf>



STATE OF ARKANSAS

PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #	1	FEDERAL I.D. #	2
VENDOR #	3	MINORITY VENDOR	YES <input type="checkbox"/> NO <input type="checkbox"/> 4

1. PROCUREMENT:

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

<input type="checkbox"/> ABA Criteria	<input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Competitive Bid	<input type="checkbox"/> Request for Qualifications
<input type="checkbox"/> Intergovernmental	<input type="checkbox"/> Emergency	<input type="checkbox"/> Invitation for Bid	<input type="checkbox"/> Cooperative Contract
<input type="checkbox"/> Sole Source by Justification (<i>Justification must be attached</i>)		<input type="checkbox"/> Sole Source by Intent to Award	
<input type="checkbox"/> Sole Source by Law - Act # _____		or Statute #: _____	
<input type="checkbox"/> Exempt by Law			

2. TERM DATES:

The term of this agreement shall begin on **6** _____ and shall end on **7** _____ .
(mm/dd/yyyy) (mm/dd/yyyy)

3. CONTRACTING PARTIES:

State of Arkansas is hereinafter referred to as the agency and contractor is herein after referred to as the Vendor.

AGENCY NUMBER & NAME	8a	8b	8c <input type="checkbox"/> Service Bureau
VENDOR NAME	9		
VENDOR ADDRESS			
TRACKING # 1	10a	TRACKING # 2	10b

4A. TOTAL PROJECTED CONTRACT COST:

Total Projected Cost of entire project if all available extensions of this contract are completed (up to the date anticipated and stated in Section 13)	\$ 11
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4B. CALCULATIONS OF COMPENSATION:

For work to be accomplished under this agreement, the Vendor 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 \$ **12**

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

Total reimbursable expenses \$ **13**

Total compensation inclusive of expense reimbursement \$ **14**

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5. SOURCE OF FUNDS:

Complete appropriate box(es) below to total 100% of the funding in this contract. You may use an attachment if needed.

Fund Source	Identify Source of Funds*	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
<input type="text"/>				\$	
<input type="text"/>				\$	
<input type="text"/>				\$	
<input type="text"/>				\$	
<input type="text"/>				\$	
TOTALS				\$	100%

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

** "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

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6. 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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7. OBJECTIVES AND SCOPE:

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

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8. PERFORMANCE STANDARDS:

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

9. ATTACHMENTS:

List ALL attachments to this contract by attachment number:

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10. CERTIFICATION OF VENDOR

A. "I, _____ (Vendor) _____ (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 Vendor 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."

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B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies) (If no contracts or subcontracts, please put "N/A" or "None")

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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? (If no controversies, please put "N/A" or "None")

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D. The Vendor 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 Vendor 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 Vendor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

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NAME	RELATIONSHIP

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

11. 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 Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor 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.

12. CANCELLATION CLAUSES

A. NON-APPROPRIATION CLAUSE PURSUANT TO §19-11-1012(11):



"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 Vendor, 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."

B. CONVENIENCE CLAUSE:

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.

13. 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 24 (mm/dd/yyyy), 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.

Contracts will require review by 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 if the total initial contract amount or the total projected amount is greater than or equal to \$50,000, including any amendments or possible extensions.

Any amendment which increases the dollar amount or involves major changes in the objectives and scope of the contract will require review by Legislative Council or Joint Budget Committee.

14. 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.

15. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

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_____	_____
(Name)	(Title)
_____	_____
(Telephone #)	(Email)

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

_____	_____
(Name)	(Title)
_____	_____
(Telephone #)	(Email)

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

_____	_____
(Name)	(Title)
_____	_____
(Telephone #)	(Email)

16. 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.

17. SIGNATURES:

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VENDOR DATE

TITLE

ADDRESS

AGENCY DIRECTOR DATE

TITLE

ADDRESS

APPROVED: _____  _____

DEPARTMENT OF FINANCE AND ADMINISTRATION DATE