



TECHNICAL AND GENERAL SERVICES CONTRACT TGS-1 CONTRACT INSTRUCTIONS

1. **Contract Number:** Enter the TGS 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
 - a) TGS contract numbers can NEVER be duplicated. Every new contract MUST have a unique contract number.
 - b) Use the following link to enter completed TGS-1 (initial contract form) into the TGS Portal:
https://www.ark.org/dfa/tgs_contract_reporting/index.php.
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 that this TGS contract shall begin. TGS contracts may not start until they have been reviewed by OSP and the Arkansas Legislative Council (ALC) (if the total projected cost is greater than or equal to \$100,000). Note: The final ALC Review is usually the third Friday of each month.
7. **Term Dates – End:** Enter the month, day and year that the initial contract term will end.
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.

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- 10. Tracking Numbers:** Spaces 10(a) and 10(b) are for an agency's convenience, which helps create the history of a contract by tracking any contract number changes (i.e. PO and/or OA). You may enter a previous contract number that was changed for any reason (i.e. End of Year closeout, Change of Vendor Number and/or Tax ID, which resulted in a new contract number).
- 11. Total Projected Contract Cost:** Enter the total amount that you plan on spending on this contract if it goes the full length – from beginning to completion of project – up to the date listed in Section 12 terms.
- 12. Services and Commodities:** List in the appropriate column the Service and/or Commodities, Quantity, and Cost per item. Be sure to total each line and input that cost under the "Total Cost" (for each line).
- 13. Total Services and Commodities:** Calculate the "Total Service" and the "Total Commodity" by adding the "Total Cost" of the appropriate column individually.
- 14. Total Cost of Services and Commodities:** Combine both "Total Services" and "Total Commodities" to determine the "Total cost of services and commodities."
- 15. Contract Number – Reference (a – d):** Enter the contract number from the front page of the original contract (Space 1) at the top of each contract page. All numbers must match.
- 16. Source of Funds:** Select the type(s) of fund sources used from the drop-down menu and enter the funding information in the Identify Source of Funds, Fund, Fund Center, and the Amount of Funding.
- 17. % of Total Contract Cost:** These funds must always equal 100% in the Total Amount which also matches the Total Cost of services and commodities amount from the first page. When calculating percentage totals, you may only use two decimal points from a whole number (Ex. 67.30% + 32.70% = 100%) You may use an attachment if needed.
- 18. Objectives and Scope:** Enter a description of the Objectives and Scope of Work. This information should be very specific and condensed as possible. This summary should be no more than four or five sentences. Do not use "See Attached". You may, however, include a more detailed scope of work as an attachment.
- 19. Performance Standards and Compensation:** Performance Standards and Compensation are REQUIRED for all TGS contracts. List the performance standards that will be used for this contract. If necessary, you may use attachments.
- 20. Attachments:** List all attachments to this TGS contract. Amendments should be numbered or lettered.
- 21. Certification of Vendor – A:** This line must be completed by the vendor. The vendor's certifying person's name and title are to be entered on this line.
- 22. Certification of Vendor – B:** This section must be completed by the vendor. The 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.

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23. Certification of Vendor – C: This section must be completed by the vendor. The vendor must list any legal controversies with any state agencies or that represent any clients engaged in any controversy. If no controversies exist, “N/A” or “None” MUST be written instead.



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

24. Terms – Maximum Extension Date: Enter the full date (month, day and year) 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 according to his/her role. This information may differ from the information entered into the online TGS system.

26. Vendor Signature: Vendor must sign the TGS contract in ink as well as complete date, title and address. TGS 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. TGS contracts cannot be processed without the signature.



STATE OF ARKANSAS

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

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	<input type="checkbox"/> Service Bureau	8c
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 12)	\$	11
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4B. SERVICES AND COMMODITIES:

For work to be accomplished under this agreement, the Vendor agrees to provide the services and commodities at the rates as listed herein. If additional space is required, a continuation sheet may be used as an attachment.

SERVICES	QUANTITY	COST PER ITEM	TOTAL COST
12	12	12	12
TOTAL SERVICES			\$ 13

COMMODITIES	QUANTITY	COST PER ITEM	TOTAL COST
12	12	12	12
TOTAL COMMODITIES			\$ 13

Total cost of services and commodities \$ **14**

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Contract # : **15a**

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
				\$	
16	16	16	16	\$ 16	17
				\$	
				\$	
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."

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 AND COMPENSATION:

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:

20

9. CERTIFICATION OF VENDOR

A. "I, **21** _____ (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."

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")

22 _____

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")

23 _____

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 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 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. CANCELLATION 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 or lack of appropriated funding, 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.

12. TERMS:

All official documents and correspondence related to this solicitation are included as part of this contract.

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

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TECHNICAL AND GENERAL SERVICES CONTRACT

Contract # :

15c

the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of the 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 the 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 \$100,000, 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.

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.
- 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 CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

25	
(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)

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. SIGNATURES:

26	
VENDOR	DATE
TITLE	
ADDRESS	

27	
AGENCY DIRECTOR	DATE
TITLE	
ADDRESS	

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE