

# Attachment K



<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 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"/> Special Procurement        |
| <input type="checkbox"/> Sole Source by Law - Act # _____                                     | or Statute #: _____                    |   |   |

**2. TERM DATES:**

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

<b>AGENCY NUMBER &amp; NAME</b>		<input type="checkbox"/> Service Bureau
<b>VENDOR NAME</b>		
<b>VENDOR ADDRESS</b>		
<b>TRACKING # 1</b>	<b>TRACKING # 2</b>	

**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)	\$ _____
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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
<b>TOTAL SERVICES</b>			<b>\$ _____</b>

COMMODITIES	QUANTITY	COST PER ITEM	TOTAL COST
<b>TOTAL COMMODITIES</b>			<b>\$ _____</b>

Total cost of services and commodities \$ \_\_\_\_\_

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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
				\$	
				\$	
				\$	
				\$	
				\$	
<b>TOTALS</b>				\$	<b>100%</b>

\* **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:

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**9. 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."
- 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")
- \_\_\_\_\_
- \_\_\_\_\_
- 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")
- \_\_\_\_\_
- \_\_\_\_\_

**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 \_\_\_\_\_ (mm/dd/yyyy), in accordance with the terms stated in

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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.

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14. **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)

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

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

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_____	_____
(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:**

_____	_____	_____	_____
VENDOR	DATE	AGENCY DIRECTOR	DATE
_____	_____	_____	_____
TITLE		TITLE	
_____	_____	_____	_____
ADDRESS		ADDRESS	

APPROVED: \_\_\_\_\_

DEPARTMENT OF FINANCE AND ADMINISTRATION	DATE
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