

## SERVICES CONTRACT (SRV-1) INSTRUCTIONS

The purpose of the services contract is the legal binding contract agreed upon by the Department and the Contractor. Provisions in the contract must not be removed. The services contract is a fillable form that allows the user to complete, print, and save document maintaining all formatting. The information on the contract must not be changed. To enable full functionality, please use Google Chrome or Internet Explorer to open the fillable form.

<b>Contract #</b>		<b>Federal ID#</b>	
<b>Service Type</b>		<b>Procurement Method</b>	

- **Contract Number:** Enter the contract number. This number will typically be an AASIS generated number for AASIS users or an agency assigned number for Non-AASIS users. A contract number can never be duplicated. Every new contract must have a unique number.
- **Federal ID Number:** If the contractor is a business, enter the Federal Identification Number. If the contractor is an individual, leave this space blank.
- **Service Type:** Select “Professional Consulting Services (PCS)” or “Technical & General Services (TGS)” as it applies to the contract.
- **Procurement Method:** Select the procurement method used in the bidding process.

### 1. Contracting Parties:

<b>Department No. &amp; Name</b>			
<b>Division</b>			
<b>Contractor Name</b>			
<b>Contractor Address</b>			
<b>Contractor Number</b>		<b>Minority/Women Owned Business</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No

- **Department No. & Name:** Select the department number and name from the drop-down.
- **Division:** Select the division, if applicable. The Department of Human Services is the only agency that the division will apply to; all other agencies should select “Not Applicable.”
- **Contractor Name:** Enter the contractor’s name.
- **Contractor Address:** Enter the contractor’s address.
- **Contractor Number:** Enter the contractor’s (vendor) number. This may be an AASIS generated number or a number that is specific to the Department’s system.
- **Minority/Women Owned Business:** Select either “Yes” or “No” on whether the vendor is registered as a minority or women-owned business. The Minority and Women-Owned Business Enterprise division certifies vendors that qualify. The following are the only Arkansas recognized minorities:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>a. Asian American</li> <li>b. African American</li> <li>c. Certified Asian American</li> <li>d. Certified African American</li> <li>e. Certified Hispanic American</li> <li>f. Certified American Indian</li> <li>g. Certified Women-Owned Business</li> </ul> | <ul style="list-style-type: none"> <li>h. Certified Pacific Islander American</li> <li>i. Certified Service-Disable Veteran</li> <li>j. Hispanic American</li> <li>k. American Indian</li> <li>l. Women-Owned Business</li> <li>m. Pacific Islander American</li> <li>n. Service-Disabled Veteran</li> </ul> |
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### 2. Objectives, Scope, and Performance:

- **Objectives, Scope, and Performance** - Enter a description of objectives, scope, and the methods used to determine whether the objectives have been achieved. This information should be as descriptive as possible. If the space provided is insufficient, you may provide additional information labeled as Attachment 4 of the services contract.

### 3. Term Dates:

**Term Dates.** The original term (**Original Term**) of the Contract shall commence on \_\_\_\_\_, and shall continue until \_\_\_\_\_, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Ark. Code Ann. § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (**Total Possible Term**) beyond the Contract's Original Term, as defined in the following paragraph.

- **Term Dates (Start)** – Enter the month, day, and year (mm/dd/yyyy) that the contract shall begin. The contract start date cannot begin prior to the final Arkansas Legislative Council meeting.
- **Term Date (End)** – Enter the month, day, and year (mm/dd/yyyy) that the *initial* contract term will end.

The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than \_\_\_\_\_ (mm/dd/yyyy).

- **Total Possible Term (Maximum Expiration Date)** - Enter the month, day, and year (mm/dd/yyyy) to which the contract may be extended if all amendments and extensions were to be exercised.

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### 4. Contractor's Performance Obligations:

- **Contractor's Performance Obligations:** Enter the performance standards as they apply to the contract. If the space provided is insufficient, you may provide additional information labeled as Attachment 5 of the services contract.

### 5. Department's Payment Obligations:

- **Department's Payment Obligations** - Enter the agreed upon payment obligations.

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of the **Original Term**, and (b) the corresponding compensation identified in paragraph 5; the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Original Term is: \_\_\_\_\_ (**Initial Contract Amount**).

- **Original Term (Initial Contract Amount)** - Enter the contract amount for the initial term of the contract.

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of its **Total Possible Term**, and (b) the corresponding compensation identified in paragraph 5, the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Total Possible Term is: \_\_\_\_\_ (**Total Projected Contract Amount**).

- **Total Possible Term (Total Projected Contract Amount)** - Enter the total projected contract amount including any amendments or possible extensions

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6. **Terms and Conditions of Solicitation Incorporated and Order of Precedence:** This section outlines an order of precedence in the event of a conflict between documents.

- |    |   |
|----|---|
| A. | This Contract, as may be amended in writing by the parties;         |
| B. | The solicitation _____ (Solicitation number) including all Addenda; |
| C. | Contractor's response to the solicitation.                          |

- Enter the solicitation number. If a solicitation number was not assigned, enter the purchase requisition number

7. **Termination & Cancellation Clauses:**

- A. **Non-Appropriation Clause:** This section applies to PCS contracts. The provision outlines termination requirements of the contract in the event of the State not having funds available.
- B. **For Convenience Clause:** This section applies to all service contracts. The provision outlines the Department's ability to terminate the contract for any reason with written notice.
- C. **For Cause Clause:** This section applies to all service contracts. The provision outlines the Department's ability to cancel the contract if the contractor fails to satisfy performance obligations.

8. **Non-negotiable Governing Law and Venue:** This section is for information only and applies to all service contracts.

- A. The provision identifies the governing law.
- B. The provision outlines compliance with the law in the event of a conflict.
- C. The provision identifies the governing law for the release of public records.

9. **Non-negotiable Sovereign Immunity:** This section is for information only and applies to all service contracts outlining sovereign immunity.

10. **Non-negotiable Intergovernmental/Cooperative Use:** This section is for information only and applies to all service contracts outlining contract participation.

11. **Non-negotiable Disclosure Required by Executive Order 98-04:** This section is for information only and applies to all service contracts. The provision outlines Contract and Grant Disclosure and Certification form requirements.

12. **Compliance:** This section is for information only and applies to all service contracts. The provision outlines compliance requirements for the contractor.

13. **Indemnity:** This section is for information only and applies to all service contracts for information only and must not be removed from the contract. The provision outlines the contractor's liability and the State's indemnification.

14. **Assignment/Subcontracting:** This section is for information only and applies to all service contracts. The provision outlines conditions for assignments/subcontracting.

15. **Amendments:** This section is for information only and applies to all service contracts. The provision outlines conditions for amendments.

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- 16. Records:** This section is for information only and applies to all service contracts. The provision outlines the State's record retention requirements.
- 17. Non-waiver:** This section is for information only and applies to all service contracts. The provision prevents the parties from waiving contractual obligation.
- 18. Severability:** This section is for information only and applies to all service contracts. The provision states that if some terms are unenforceable, the remainder will still apply.
- 19. Attachments:** This section provides a list of additional information required as part of the contract and the order in which they should be provided.
- 20. Notices:** The provision outlines the method, receipt, and issuance of notice required for communicating between parties.

### Department Contacts:

<b>Contact #1 – Department Representative submitting/tracking this contract</b>	
<input type="text"/>	<input type="text"/>
Name	Title
<input type="text"/>	<input type="text"/>
Telephone#	Email
<input type="text"/>	<input type="text"/>
<b>Contact #2 - Department Representative with knowledge of this project (for general questions and responses)</b>	
<input type="text"/>	<input type="text"/>
Name	Title
<input type="text"/>	<input type="text"/>
Telephone#	Email
<input type="text"/>	<input type="text"/>
<b>Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)</b>	
<input type="text"/>	<input type="text"/>
Name	Title
<input type="text"/>	<input type="text"/>
Telephone#	Email
<input type="text"/>	<input type="text"/>

- Enter the department's contact information in the order in which they should be contacted if needed.

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**21. Technology Access:** This section applies to all service contracts that include information technology. The provision outlines technology access requirements.

**22. Signatures:** Refer to AR Code Annotated 19-11-1007 <https://www.dfa.arkansas.gov/images/uploads/procurementOffice/lawsRegs.pdf> Certification by Agency Head for more information concerning the agency signature.

CONTRACTOR AUTHORIZED SIGNATURE	DEPARTMENT AUTHORIZED SIGNATURE
Printed Name	Printed Name
Title	Title
Address	Address
Signature	Signature
Date	Date

- The department and the contractor must complete the signature portion of the form.

**Attachment #1 – Certification of Contractor:** This portion of the form must be completed by the contractor.

A. I,		
	(Contractor)	(Title)

- Contractor will list individual's name and title completing this section.

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- B. Contractor must list any other contracts or subcontracts they have with any other state government entities. If there are no contracts or subcontracts, enter "N/A"

- C. Contractor must list any legal controversies with any state agencies or representing any clients engaged in any controversy with any Arkansas state department. If there are no controversies, enter "N/A"

- D. In the table, list the name, address, and relationship of persons supplying services to the agency. You may use an attachment if necessary.

Name	Address	Relationship

- E. This statement applies to Professional and Consultant Service contracts for information only.

- F. By checking the box, the contractor certifies not to boycott Israel throughout the duration of the contract.

Contractor does not and shall not boycott Israel

**Attachment #2 - Calculation of Compensation:** This applies to Professional and Consulting Services. Leave blank if the contract is for Technical and General Services.

- A. List the level of personnel (position title), number of positions, compensation rate, and total for each level. If the compensation rate differs for each position, they should be listed separately.

Level of Personnel	Number	Compensation Rate	Total for Level
<b>TOTAL COMPENSATION EXCLUSIVE OF EXPENSE REIMBURSEMENT(S)</b>			<b>\$ 0.00</b>

- The total for levels and total compensation exclusive of expense reimbursement will auto-populate. Check calculations for accuracy.

- B. List the reimbursable expenses, estimated rate of reimbursement, and total for each level. Multiple items should be listed separately.

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Reimbursable Expense Items (Specify)	Estimated Rate of Reimbursement	Total
<b>TOTAL REIMBURSABLE EXPENSES</b>		<b>\$ 0.00</b>

- The total reimbursable expenses field will auto-populate. Check calculation for accuracy.
- The total compensation inclusive of expense reimbursement for the initial term of the contract will auto-populate. Check calculation for accuracy.

<b>Total compensation inclusive of expense reimbursement:</b>	<b>\$ 0.00</b>
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**Annual Contract Amount** – Enter the annual contract amount

<b>Annual Contract Amount:</b>	
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**Calculation of Services and Commodities:** This applies to Technical and General Service contracts only. Leave blank for Professional and Consulting Services.

Services	Quantity	Cost Per Item	Total Cost
<b>TOTAL SERVICES</b>			<b>\$ 0.00</b>

- List the type of services, quantity, cost per item, and total cost for each. If there are multiple service types, they should be listed separately. The total cost for services will auto-populate. Check calculation for accuracy.

Commodities	Quantity	Cost Per Item	Total Cost
<b>TOTAL COMMODITIES</b>			<b>\$ 0.00</b>

- List commodities, if any will be provided, in addition to the service(s). List the quantity, cost per item, and total cost. The total cost of commodities will auto-populate. Check calculation for accuracy.

<b>Total services inclusive of commodities:</b>	<b>\$ 0.00</b>
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- The combined total of services and commodities for the initial term of the contract will auto-populate. Check calculation for accuracy.

<b>Annual Contract Amount:</b>	
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- Annual Contract Amount – Enter the annual contract amount

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### Attachment #3 – Source of Funds

Complete the table including funding information. You may use an attachment if necessary.

Fund Source	Identify Source of Funds *	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
▼					%
▼					%
▼					%
▼					%
▼					%
▼					%
<b>TOTALS</b>				<b>\$ 0.00</b>	<b>0.00 %</b>

- Fund Source – Select the type of fund source including federal, state, cash, trust, or other
- Identify Source of Funds – Enter the source of funds
- Fund – Enter the fund
- Fund Center – Enter the fund center
- Enter the amount of funding.
- Enter the fund source percentage of the total cost. When calculating the percentage, you may use up to two decimal places.

The total amount of funding and total percentage will auto-populate. Check calculations for accuracy. The total amount of funding must match the total initial contract amount.