

UNIVERSITY OF ARKANSAS, FAYETTEVILLE SERVICES CONTRACT

CONTRACT #		FEDERAL ID#	
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1. PROCUREMENT:

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

ABA Criteria ___ Request for Proposal ___ Competitive Bid ___

Request for Qualifications ___ Emergency ___ Sole Source by Justification ___

Sole Source by Intent to Award ___ Sole Source by Law ___

2. DATES, PARTIES:

The term of this agreement shall begin on _____ and shall end on _____.

AGENCY NAME	Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas, Fayetteville
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CONTRACTOR NAME	
ADDRESS	

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	COMPESTION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement	\$
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REIMBURSABLE EXPENSES ITEM (SPECIFY)	ESTIMATED RATE OF REIMBURSEMENT	TOTAL

Total reimbursable expenses	\$
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Total compensation inclusive of expense reimbursement	\$
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Projected total cost of contract if all available periods of extensions are completed:	\$
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8. ATTACHMENTS

List all attachments to this contract by attachment number:

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 to be 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 governmental entities. (Not applicable to contracts between Arkansas state agencies.)

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?

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

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 shall be used for this purpose.

Contracts with another governmental entity such as a state agency, public education institution, federal governmental 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 & 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 facility to disclose, or in violation, to all legal remedies available to the Agency under the provisions of the 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 and review of any necessary state or federal authority.

Amendments which cause the total compensation to exceed the sum of \$25,000, shall require a “State of Arkansas Professional/Consultant Services Contract” and 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.

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 COORDINATION

The Agency Representative coordinating the work of this contractor will be:

NAME	
TITLE	
TELEPHONE NUMBER	

Agency agrees to make available advice, counsel, data, and personnel, etc. as described immediately below or in Attachment No. _____ 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. SIGNATURES

CONTRACTOR

UNIVERSITY OF ARKANSAS

BY DATE

BY DATE

PRINTED NAME

Linda K. Fast

PRINTED NAME

TITLE

Manager of Procurement Services

TITLE

ADDRESS

321 Administration Building
Fayetteville, AR 72701

ADDRESS