

## Professional/and Consultant Services Contract (PCS) Form Instructions

**Line one:** Contract # and/or UAMS Purchase Order # will be the same. The Contract Service Department (CSD) will enter the PCS Contract into SAP upon approval from Department of Finance and Administration, Office of State Purchasing (DF&A/OSP). Note: The vendor number must correspond to the legal name of the Contractor(s) as opposed to the "doing business as" (d/b/a) or "remit to" name.

**Line two:** Enter UAMS SAP Vendor Number. **Note:** Contact the UAMS SAP Vendor Set-Up via email if Contractor is not currently in SAP vendor database. DO NOT use the one-time vendor method. Provide the Federal ID or Social Security number. **NOTE: If the contract is to an individual, you must provide a street address. PO Boxes are not accepted.**

**Line three:** Specify the method of procurement chosen.

**SBS Criteria:** Not Applicable to UAMS

**Emergency:** Contact the Contract Services Department for assistance if an emergency exists.

**Request for Proposal (RFP):** this method of procurement allows the use of a set of criteria, in addition to cost, that are considered in the evaluation process of each response. A Committee typically selects the Contractor via point scoring evaluation. If this procurement method is utilized, include the list of criteria other than cost that was given consideration in the awarding of the contract (insert criteria within Item 20, Page 7 of 7). Contact CSD for assistance when using this method.

**Request for Qualifications (RFQ):** this method **must** be used to develop contracts for legal, architectural, engineering, and land surveying services. It may also be the preferred method of source selection for certain other services (e.g., physician resident teaching/supervision services, etc.). The RFQ is sent to those Contractor's whose work resume' indicates they are best suited to perform the work specified. The agency makes its initial selection based upon the respondent's qualifications. Only after the most qualified respondent is identified does cost become a factor in determining the award. Discussions may be conducted with responsible offerers who based upon qualifications submitted, are determined to be reasonably susceptible of being selected for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, and to obtain best and final offers. Contact CSD for assistance when using this method.

**Competitive Bid:** When the award of a contract is made to the qualified respondent meeting specifications that submits the lowest bid (e.g. based on hourly rate of Contractor, fixed price for service, etc.).

**Intergovernmental:** Those contracts involving agreements between two or more Arkansas agencies. (See § 19-4-1712 No. 5) All intergovernmental contracts with a total dollar value (compensation plus reimbursement) that **exceeds** \$25,000 are required to be reviewed by the Performance Evaluation and Expenditure Review Committee (PEER) prior to the execution date of the contract. Intergovernmental contracts **do not** require the Grant Disclosure Form.

**Sole Source:** Sole source designation requires separate justification and either public notice of intent to award or written justification as outlined in the Procurement Regulations for Professional and Consultant Services Contracts. The justification must fully address:

1. Why the service is needed;
2. The methods used to determine a lack of responsible/responsive competition exists for the service;
3. How it was determined the provider possesses exclusive capabilities;
4. Why the service is unique;
5. Whether or not there are patent or proprietary rights which make the required service unavailable from other sources;
6. What the agency would do if the provider/service were no longer available; and,
7. Any program considerations that make the use of a "Sole Source" critical to the successful completion of the agency's task.

See the Form entitled "Sole Source Justification Form" – See Item 20 of these instructions for detailed information on this process. **Note: Contact Contract Service Department before utilizing this method.**

**Other:** The selection of "Other" as a procurement method is limited to a few select contracts that do not fit into any of the previous procurement designations listed (e.g., contracts with ACH for professional/medical related services). Contact Contract Service Department for guidance in the use of the selection.

1. DATES, PARTIES: Specify the beginning and ending dates of the contract. Specify Contractor Name (**must be the name the check is payable to**) and Title if applicable of those who have entered into the contract. Include contractor address as directed. NOTE: If the contract is to an individual, you must provide a street address. PO Boxes are not accepted.
2. CALUCLATIONS OF COMPENSATION: Provide the compensation and reimbursable rates in the appropriate spaces. State the compensation clearly, and indicate if various levels of expertise are to be supplied by the contractor. Rates of compensation for each level and the number of personnel within each level should be listed when applicable, then calculate and extend totals. A schedule of allowable reimbursable expenses and estimated rates for each item of expense should be agreed to. Enter items and rates by items, and extend the total by item column. The form is designed to calculate your grand total of both compensation and reimbursables expenses.
3. SOURCE OF FUNDS: Indicate the percentage from Federal, State, Cash, Trust, and Other funds to be used in payment. For UAMS purpose, this would typically be Cash and/or Federal. Indicate the source of any Federal Grant (be specific) and/or Cash Funds used (e.g., hospital clinical revenue, professional fees, tuition).
4. RENDERING OF COMPENSATION: Add additional information if needed in this area.
5. OBJECTIVES AND SCOPE:
  - 5A. State the objectives and scope clearly and concisely so that the contractor's performance can be effectively evaluated at any time to assure evaluation of satisfactory achievement toward attainment of the contract agreement.
  - 5B. **If the contractor will be performing patient care services, the following language must be inserted in this area:** Use attachments as required: "Contractor agrees to provide for the consistent performance of patient care processes as regulations may apply to the contractor's services. This will be done in accordance with JCAHO and Arkansas Department of Health requirements as outlined in the Guide for Accreditation of Hospitals and Arkansas Department of Health guidelines."
6. AGENCY AGREES TO MAKE AVAILABLE ADVICE, COUNSEL, ETC.: Add additional information if required in this area.
7. HAS THIS PROVIDER BEEN UNDER CONTRACT TO THE AGENCY PREVIOUSLY DURING THE CURRENT FISCAL YEAR? List all previous purchase orders with this provider during the current fiscal year. Attach a copy of the Purchase Order(s).
8. AGENCY COODINATOR: Provide the name of the department representative who will represent the department in coordinating the work of the contractor. Also include title and telephone number.
9. CERTIFICATION OF CONTRACTOR:
  - 9A) A statement is required by the contractor confirming that no employee of the State will receive any benefits from this contract. Exception is made for widely held public corporations which pay corporate dividends to stockholders who may also be state employees as long as the employee owns less than 10 % of the total outstanding stock of the contracting corporation.
  - 9B) Contractor is to provide a listing by contract number and agency of all other Arkansas State contracts presently held.
  - 9C) Contractor is required to divulge any ongoing litigation with any state agency, college or university and acknowledge if contractor represents any clients engaged in any controversy with any state agency.
  - 9D) Space is provided for the contractor to list the name, address, social security number and relationship of persons who will be supplying services to the state agency insofar as they are known at the time the contract is signed. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors).

- 9E) This section stipulates that the agency shall in no way exercise any managerial control over the contractor or his/her employees and reiterates that there is not to be any employment relationship between the contractor and the agency.
- 9F) This section requires that the contractor reveal whether any current or former Arkansas State public official or state employee or their relatives have any interest in this contract or subcontract or will receive any benefit from it.
10. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04: This section requires that on any contract or amendment to a contract executed by an agency, which exceeds the dollar limit established by Executive Order 98-04 (currently \$25,000), the contractor shall disclose all information as required under the terms of Executive Order 98-04 and the Regulation pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (See Pages 8-9 of PCS Form) shall be used for this purpose.

Agency contracts between government entities including other state agencies, institutions of public education, federal- and local-governments are exempt from the disclosure requirement.

Failure to disclose as required by Executive Order 98-04, or violation of any Dept. of Finance and Administration rule or regulation pursuant to this Order shall be considered breach of the contract agreement and shall subject the contractor to all legal remedies available to the Agency under the provisions of existing law.

11. EMPLOYMENT BY A STATE AGENCY: Contractor shall confirm by signature that he/she is not nor has been (within the past two (2) years) an employee of the State of Arkansas, except as indicated in this section.
12. NON-APPROPRIATION CLAUSE: By regulation, every contract for Professional and Consultant Services will include language that authorizes the State to terminate the agreement in the event the State of Arkansas fails to appropriate funds for the term covered by the contract.
13. SPECIAL TERMS AND CONDITIONS: This contract is subject to all of the State of Arkansas laws, rules and regulations governing Professional and Consultant Services Contracts. **The term** (contract duration) as indicated in Item 1 (beginning and ending dates) is, In accordance with § 19-4-1707, not to exceed a period of more than one year. However, in the unusual event that the best interest of the State would be served by a contract that exceeds one year, the Chief Fiscal Officer may approve such contract, having first received the review of the Legislative Council or the Joint Budget Committee. Provided further, that in no event shall any contract be entered into that would contemplate that payments under such contract be made beyond the expiration of the current biennial period, unless the General Assembly, prior to the expiration of the current biennial period, makes an appropriation for such purpose.

**Amendments** to this contract will require review by the Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration, if the Legislative Council or Joint Budget Committee previously reviewed this contract and the amendment increases the dollar amount or involves major changes in the objectives and/or scope of the contract. Amendments to this contract that originally did not require review by Legislative Council or Joint Budget Committee, which increase the total compensation to more than \$25,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration and before the execution date of the amendment.

**Termination** may be made in accordance with the specific language included in this contract.

16. AUTHORITY:
- 14A) **Paragraph A** is a statement of sovereign immunity which serves as notice that contract disputes will be adjudicated in the State of Arkansas and will be governed by the Laws of the State as interpreted by the Attorney General of the State of Arkansas.
- 14B) **Paragraph B** advises all parties that if legislation is enacted subsequent to the commencement date of this contract which may cause any or all of the agreement to be in conflict with the laws of the State of Arkansas, that the contract will be amended to comply with existing laws before any extension of the contract is executed.
15. AGENCY DIRECTOR SIGNATURE: The head of the agency shall certify by his/her signature on each contract entered into by that agency that:
- (1) All information required by law and by regulations is supplied;

- (2) The proper contracting form is utilized;
- (3) All information contained in the contract is true and correct to the best of his/her knowledge and belief;
- (4) All general guidelines prescribed by the Chief Fiscal Officer of the State and all specific regulations of the state agency governing such contracts have been complied with;
- (5) The services proposed to be provided under the contract are necessary for the operation of the State agency in fulfilling its legal responsibilities and cannot be provided by an existing State agency or institution;
- (6) The Contractor is fully qualified to perform the services and has no vested interest in the subject matter of the contract which would constitute a conflict of interest and a bar to his/her providing services of a professional and disinterested quality;
- (7) The contract terms are reasonable and the benefits to be derived sufficient to warrant the expenditure of the funds called for in the contract; and,
- (8) No obligations will be incurred by a state agency unless sufficient funds are available to pay the obligations when they become due.

16. PROFESSIONAL OR CONSULTANT SERVICE: Indicate this is a Professional Service Contract if the services specify the results expected from the rendering of the services, rather than detailing the manner in which the services shall be rendered consist of personal services of individual(s), which are professional in nature.

Indicate that this is a Consultant Service Contract if the services to be rendered to the state agency or to a third party beneficiary under the contract are primarily the giving of advice by the contractor on a particular problem or problems facing the agency or the third party beneficiary. The contract can specify the results expected from the services to be rendered by the contractor and the advice or assistance to be provided.

17. SIGNATURES: For this contract to be valid and prior to submittal to the Department of Finance and Administration, Contractor and Agency Director must sign and date where indicated. For UAMS, this signature will be either Stephen D. Warren, UAMS Vice Chancellor for Finance & CFO, if contract value is less than \$250,000; or, Ann Kemp, U of A Vice President for Finance, if total exceeds \$250,000.

#### UAMS USE ONLY INFORMATION BOX

Complete all information including Departmental Approval Signature (Dean, Director, or other official with fiduciary responsibility of funds to be expended).

18. WERE AGENCY EMPLOYEES OR OTHER STATE AGENCIES CONSIDERED FOR THESE SERVICES? IF NOT, WHY? List efforts made to determine that agency employees or other state agencies could not perform the services required.
19. QUALIFICATIONS OF INDIVIDUAL OR FIRM SELECTED: Provide the qualifications listed by the provider that were considered in making the award of this contract.
20. PROVIDE A SUMMARY OF THE SELECTION PROCEDURE. ***(Contact the Contract Services Department prior to this procedure.) SOLE SOURCE WILL REQUIRE EXPLICIT JUSTIFICATION:*** On departmental letterhead address the seven (7) questions below into a Sole Source Justification and address the letter to: Mr. Joe Giddis, Director of the Arkansas Office of State Procurement, 7th & High Streets, LR, AR 72203. ***Departmental Chair or Director level authority must sign the form. Insert the signed letter after Page 1 of the PCS Form. The signed letter will accompany the completed PCS Form to Contract Services.***

The justification letter must clearly demonstrate that to contract otherwise would not be in the best interest of the state. The justification must fully address:

1. Why the service is needed;
2. The methods used to determine that a lack of responsible/responsive competition exists for the service;
3. How it was determined the provider possesses exclusive capabilities;
4. Why the service needed is unique;
5. Whether or not there are patent or proprietary rights, which make the required service unavailable from other sources; and,
6. What would your Department do if the provider/service were no longer available?

7.

If applicable, fully detail any program considerations, which make the use of sole source criteria critical to the successful completion of the agency task.

21. LIST REASON(S) CONTRACTOR WAS SELECTED: Describe the evaluation process and list the reasons the contractor was selected for award.
22. OTHER CONTRACTORS SUBMITTING BID RESPONSE AND AMOUNT OF EACH BID.
  - 22A) If the Competitive Bid method of procurement was used in soliciting responses, list each bidder that responded and the amount of each bid.
  - 22B) If the Request for Proposal method of procurement was utilized, indicate the bidders who responded, price and list the criteria, in addition to price, that were evaluated in the awarding of this contract.
23. AGENCY CONTACT PERSON: The Contract Services Department contact information has been inserted