

STATE OF ARKANSAS

PROFESSIONAL -- CONSULTANT -- SERVICES JUSTIFICATION FORM

I. **Contract services are necessary because** the scope of our Stage One Digitization (SOD) project involves new technology which is expensive and beyond the area of education, experience and expertise of any AHC employee.

II. **Were agency employees or other State agencies considered for these services? No. If not, why?**
No one has done a comprehensive digitization project based heavily on photographs similar to what we propose.

III. **The qualifications of individual or firm selected are:**
Raymond Clark heads the Denver Public Library's Western History Photodigitization Project, a digital collection that has grown to over 50,000 images out of 500,000 photographs held by the Western History Collection at DPL. The public has access to catalog records and high resolution images of the photographs at computers on the Library's network. The MARC records and digital images are also available to the general public through Internet access and through a statewide Intranet to eighteen sites. MARC records for each photograph are additionally available through CARL and OCLC.

IV. **What was the method of procurement chosen? Check appropriate box below:**
() SBS Criteria (X) Request for Proposal (RFP) () Other
() Competitive Bid () Sole Source (Requires explicit justification)

Summary of Selection Procedure: We ran a *request for proposals* on the archives listserv <ARCHIVES@LISTSERV.MUOHIO.EDU> which (at the time of posting) reaches 3,366 archivists and related professionals and in the Arkansas Democrat Gazette Legal Notices on Sunday July 4, 1999. We also sent the notice to four (4) respected digitization professionals.

Reason Contractor Selected: In September 1998 I (Lynn Ewbank, Photo Archivist) attended **Planning for Digitization** at the Denver Public Library where I toured the DPL public access site and the digital imaging/reproduction lab. Since it is very similar to what we hope to accomplish at the AHC, project head, Raymond Clark seemed our best choice. He has hands-on project experience overseeing every area of a large photodigitization project from conception to completion including reproduction services. And it seemed beneficial that his experience is in the public, not academic or private realm.

Justification for Sole Source
N/A

V. **List all other contractors submitting bids and amount of each bid.**
List reason for not selecting lowest bid.
N/A

VI. **Has the contractor or employee of the contractor performed any services under the authority of a purchase order or any other method of procurement during the current fiscal year? No If yes, explain.**

VII. **Is there any intent to amend this contract in the future? No. If yes, explain.**

Name of Agency Arkansas History Commission

Justification By Photo Archivist
Name (Lynn Ewbank) Title Date

Agency Director Approval _____
Signature (Dr. John L. Ferguson, Director) Date

PROFESSIONAL -- CONSULTANT SERVICES CONTRACT

CONTRACT NUMBER _____

I. DATES, PARTIES

This agreement is entered into on the _____, of July, 1999 between:
(Day) (Month) (Year)

Agency Code 915 Arkansas History Commission
(Agency Name & Division)

Agency Code _____
(Agency Name & Division)

of the State of Arkansas hereinafter referred to as the agency and

*SS Number _____ - _____ - _____ or *Fed ID Number _____ - _____

(Contractor Name)

(Address)

hereinafter referred to as the contractor.

II. OBJECTIVES AND SCOPE

A. Brief description of services to be provided. (DO NOT USE "SEE ATTACHED")

The contractor will assist SOD team members in examining digital technology and how it relates to archival situations especially that at the AHC, develop a comprehensive digitization plan for AHC primary source materials and conduct a test digitization of several AHC photograph collections.

B. The agency and contractor agree that the objective and scope of this agreement are as described herein or by attachments, if so noted.

See attachment No. 1

(Attachments No. 1, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____)

*Forms W-9 and AFGM 066A must be used to assign Social Security numbers and Federal ID numbers to the vendor system and attached to the contract unless previously established.

C. This contract X does _____ does not include the providing of services for data processing, management systems, or telecommunications equipment,

planning or services. (If so, attach a detailed description of those services to be provided.) See attachment #2a and #2b.

III. 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	COMPENSATION RATE	TOTAL FOR LEVEL
Consultant	1	NTE \$14,000	NTE \$14,000

Total compensation exclusive of expense reimbursement. \$ NTE \$14,000

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expense \$ 0.00

Total compensation inclusive of reimbursable expenses \$ Not to exceed \$14,000

IV. SOURCE OF FUNDS

CHECK APPROPRIATE BOX BELOW:

() State () Federal () Cash () Trust (X) Other (Specify) ANCRC Grant #00-010

FUND	AGENCY	APPROPRIATION	CHARACTER
TGT-17	915	143	10

% OF FEDERAL FUNDS _____ % OF STATE FUNDS 100%

Source of Federal Grants Funds _____
(Grantor Agency)

Source of Cash Funds _____
MUST BE SPECIFIC (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

V. RENDERING OF COMPENSATION

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows:

Upon completion of a substantial amount of work on the project the consultant will receive \$4,000. After a second visit to Little Rock for a review of intermediate project results, the consultant will receive \$5,000. Upon our acceptance of the final report, the consultant will receive the remaining \$5,000.

VI. TERMS

The term of this agreement will begin on 1st day of September, 1999, and shall
(Day) (Month) (Year)
end on the 30th day of June, 2000, and/or as agreed to separately in
(Day) (Month) (Year)

writing by both parties, but in no event shall the duration of such contract be for longer than one calendar year. Provided, however, that in the unusual event that the best interest of the state would be served by a contract which exceeds one year, the Chief Fiscal Officer may approve such contract, having first received review by the Legislative Council or the Joint Budget Committee. Provided further that in no event shall the initial term of a contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

This contract is subject to all of the provisions of the General Accounting and Budgetary Procedures Law (§19-4-1701).

Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which increase the total compensation to exceed the sum of \$10,000, 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.

This contract may be terminated by either party upon 30 day written notice.

VII. AGENCY/CONTRACTOR RESPONSIBILITY

- A. The agency agrees to make available advice, counsel, data and personnel, etc., described immediately below.

The AHC will make available the following SOD team members: Lynn Ewbank, Jane Hooker, Jeff Lewellyn, Michael Lewis and Paula Taylor.

- B. The agency representative who will act for the agency in coordinating work of this contractor will be

_____ Lynn Ewbank _____ Photo archivist _____
 (Name) (Title)

- C. The contractor agrees to list below, or on an attachment hereto, names, addresses, social security numbers 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	ADDRESS	SOCIAL SECURITY NUMBER	RELATIONSHIP

- D. 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.

- E. Does any current or former public official or state employee or their relative have an interest in this contract or subcontract thereof or receive any benefit from it? This includes any known relative. No. If yes, explain:

VIII. CERTIFICATION OF CONTRACTOR

- A. "I, _____ (Contractor) _____ (Title)

certify under penalty of perjury, 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 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 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 state agency?

IX. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04

Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the contractor to disclose 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 (Form PCS-D attachment II-10.3) 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.

X. EMPLOYMENT BY A STATE AGENCY

I, _____, certify that I am not presently an employee of the State of Arkansas. I have not been previously employed by the State of Arkansas except as indicated below.

AGENCY	DATES OF EMPLOYMENT (FROM/TO)	MAXIMUM ANNUAL SALARY

XI. ARCHITECTS AND/OR ENGINEER SERVICES

The following clause applies only to contracts in which the services of architects or engineers are required for the construction, renovation, or repair of buildings, facilities or lands owned or operated by the State of Arkansas:

“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.”

XII. AUTHORITY

- A. This contract shall be governed by the Laws of the State of Arkansas interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code 19-4-1701.
- 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.

XIII. SIGNATURES

_____	_____	_____	_____
CONTRACTOR	DATE	AGENCY DIRECTOR (Dr. John L. Ferguson)	DATE
_____		Director/State Historian	
TITLE		TITLE	
_____		Arkansas History Commission	
ADDRESS		One Capitol Mall	
		Little Rock, AR 72201	
		ADDRESS	

APPROVED: _____

_____ DATE

DEPARTMENT OF FINANCE AND ADMINISTRATION