



STATE OF ARKANSAS
**Department of Finance
and Administration**

OFFICE OF STATE PROCUREMENT

1509 West Seventh Street, Suite 300
Little Rock, Arkansas 72201-4222
Phone: (501) 324-9316
Fax (501) 324-9311
<http://www.arkansas.gov>

September 16, 2015

Senator Bill Sample, Co-Chair
Representative David Branscum, Co-Chair
Arkansas Legislative Council
Little Rock, AR 72201

RE: Contract Disclosure

Dear Senator Sample and Representative Branscum:

The Board of Trustees acting on behalf of the University of Arkansas for Medical Sciences wishes to enter into an office lease contract in West Memphis, Arkansas with On Broadway, LLC. Deborah Ferguson, Secretary and 50% owner of On Broadway, LLC, has disclosed that she is a current State Representative. Therefore, I am submitting this contract for the review of the Arkansas Legislative Council in accordance with the provisions of Ark. Code Ann. § 19-11-264.

Arkansas Building Authority confirms that this contract meets their minimum standards and criteria. The Office of State Procurement therefore recommends that this contract has fulfilled all necessary requirements to create a legal contract.

Respectfully yours,

A handwritten signature in cursive script that reads "Camber Thompson".

Camber Thompson, Administrator
Office of State Procurement

cc: ABA



STATE OF ARKANSAS

**Department of Finance
and Administration**

DIVISION OF BUILDING AUTHORITY

501 Woodlane Street, Suite 101N
Little Rock, Arkansas 72201
Phone: (501) 682-1833
Fax: (501) 682-5589
www.abaa.arkansas.gov

September 16, 2015

Marty Garrity, Director
Bureau of Legislative Research
State Capitol, Room 315
Little Rock, AR 72201

Re: State of Arkansas Lease Agreement #18-150-P3001 – UAMS East Regional Programs, West Memphis, AR

Dear Ms. Garrity:

Please find enclosed a copy of the lease agreement between On Broadway, LLC, as Lessor, and the Board of Trustees Acting on Behalf of the University of Arkansas for Medical Sciences as Lessee. Since Representative Deborah Ferguson (50% partner of On Broadway, LLC) is currently serving a term as State Representative/District 51, the following law is applicable.

Ark. Code Ann. § 21-1-403 provides certain restrictions on state agency leases, agreements, contracts, and grants. Subsection (a) (2) mandates that:

- (a) No constitutional officer may enter into any lease agreement, contract, or grant with any state agency unless:
- (2) If competitive bidding or a request for proposal was not required by law, it has received the prior approval of the Joint Budget Committee during legislative sessions, the Legislative Council between legislative sessions, and the Governor.

The attached lease agreement is being presented to you for your review and approval. A similar request has been provided to Governor Hutchinson for his review and approval. Additionally, the disclosure under EO98-04 was sent to Tim Leathers, Arkansas Department of Finance and Administration, and is pending approval. As you are aware, real estate lease transactions are exempt from state procurement competitive bid laws and are procured under the Building Authority Minimum Standards and Criteria. Additionally, no mandate exists in law or rule that leases, such as the one referenced above, must be competitively bid or placed out for proposals. In fact, negotiations for such transactions are clearly contemplated in Ark. Code Ann. §22-2-114. The lease term is to begin on October 1, 2015 and expire on September 30, 2017. Once the requisite approvals have been provided, I will execute the Lease Agreement. Should you have any questions please do not hesitate to contact me at 682-5568.

Sincerely,

Anne W. Laidlaw, Director

Attachment (1)

Cc: Governor Hutchinson
Representative Deborah Ferguson
Tim Leathers, Deputy Director/Commissioner of Revenue, DFA



STATE OF ARKANSAS

**Department of Finance
and Administration**

DIVISION OF BUILDING AUTHORITY

501 Woodlane Street, Suite 101N
Little Rock, Arkansas 72201
Phone: (501) 682-1833
Fax: (501) 682-5589
www.aba.arkansas.gov

September 16, 2015

The Honorable Asa Hutchinson
Office of the Governor
State Capitol, Room 250
500 Woodlane Street
Little Rock, AR 72201

Re: State of Arkansas Lease Agreement #18-150-P3001 – UAMS East Regional Programs, West Memphis, AR

Dear Governor Hutchinson:

Please find enclosed a copy of the lease agreement between On Broadway, LLC, as Lessor, and the Board of Trustees Acting on Behalf of the University of Arkansas for Medical Sciences, as Lessee. Since Representative Deborah Ferguson (50% partner of On Broadway, LLC) is currently serving a term as State Representative/District 51, the following law is applicable.

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- (2) If competitive bidding or a request for proposal was not required by law, it has received the prior approval of the Joint Budget Committee during legislative sessions, the Legislative Council between legislative sessions, and the Governor.

The attached lease agreement is being presented to you for your review and approval. A similar request has been provided to Marty Garrity, Bureau of Legislative Research for review and approval by the Arkansas Legislative Council. Additionally, the disclosure under EO98-04 was sent to Tim Leathers, Arkansas Department of Finance and Administration, and is pending approval. As you may be aware, real estate lease transactions are exempt from state procurement competitive bidding laws and are procured under the Building Authority Minimum Standards and Criteria. Additionally, no mandate exists in law or rule that leases, such as the one referenced above, must be competitively bid or placed out for proposals. In fact, negotiations for such transactions are clearly contemplated in Ark. Code Ann. §22-2-114. The lease term is to begin on October 1, 2015 and expire on September 30, 2017. Once the requisite approvals have been provided, I will execute the Lease Agreement. Should you have any questions please do not hesitate to contact me at 682-5568.

Sincerely,

A handwritten signature in cursive script, appearing to read "Anne W. Laidlaw".

Anne W. Laidlaw, Director

Attachment (1)

Cc: Marty Garrity, Director, BLR
Representative Deborah Ferguson
Tim Leathers, Deputy Director/Commissioner of Revenue, DFA

Division of Building Authority
STATE OF ARKANSAS
COUNTY OF PULASKI
Standard Lease Form 1
Approved by Attorney General
April, 2012

Lease Term: 10/01/15 to 09/30/17
Annual Rent: \$14,400.00
Square Feet: 2,197 Rate: \$6.55
Type: New
Worked By: Jennifer Restum
County: 18 Agency: 150
Lease #: P3001 gct

STATE OF ARKANSAS LEASE AGREEMENT

This Lease is made this 16th day of September, 2015, by which Lessor leases the PREMISES to Lessee through DBA, Lessee's Leasing Agent.

For the purposes of this Lease Agreement the following definitions apply:

"LESSOR" means: ON BROADWAY, LLC, 200 S. Rhodes, Suite B, West Memphis, Arkansas 72301, an Arkansas Limited Liability Company.

"LESSEE" means: THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, ACTING FOR AND ON BEHALF OF THE UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES, REGIONAL PROGRAMS – UAMS EAST, 4301 West Markham, Slot 605, Little Rock, Arkansas 72205, an agency of the State of Arkansas.

"DBA" means the Real Estate Services Section of Department of Finance and Administration, Division of Building Authority. By law DBA is the leasing agency for LESSEE. Arkansas Code Annotated §22-2-114. DBA is not an additional LESSEE and therefore shall not owe any rent.

"PREMISES" means the property which is the subject of this Lease which is further described in paragraph #1.

1. DESCRIPTION OF PREMISES:

Approximately 2,197 square feet of office and clinic space and adequate automobile parking spaces located at 215 West Bond Street; all situated in the City of West Memphis, County of Crittenden, Arkansas.

2. TERM:

The initial term will begin on October 1, 2015 and end on September 30, 2017. The LESSEE may elect to extend the term not more than ninety (90) days upon the same terms by written notice to LESSOR, not less than thirty (30) days before the end of the initial term.

3. RENT:

The LESSEE agrees to pay \$1,200.00 per calendar month on or before the tenth (10) day of each such period, upon invoice from the LESSOR. If the Term commences on a day other than the first day of a calendar month, then the installment of the Rent for such month shall be prorated upon a daily basis at the rate of \$39.45 per day and payable to LESSOR at: 200 S. Rhodes, Suite B, West Memphis, Arkansas 72301.

4. UTILITIES AND SERVICES:

The LESSOR will furnish the following utilities and services:

Yes - Electric	N/A - Elevator Service
Yes - Gas	Yes - Trash Removal
Yes - Water and Sewer	No - Janitorial Services and Supplies
Yes - Lamps, tubes, ballast and replacements	

5. MAINTENANCE, REPAIR AND REPLACEMENT:

The LESSOR shall maintain the leased PREMISES, including the building and all equipment, fixtures, and appurtenances furnished by the LESSOR under this Lease, in good repair and tenantable condition, except in case of damages arising from the acts of the LESSEE'S agents or employees. For the purpose of so maintaining said PREMISES and property, the LESSOR may at reasonable times, and with the approval of the authorized LESSEE representative in charge, enter and inspect the same and make any necessary repairs hereto. The LESSOR shall be responsible for maintaining all structural supports and exterior walls of the building, including windows, doors, and passageways from the lobby, street and parking areas leading to the leased property, and the adjacent sidewalks and entrance lobby, in good order and repair, and free of snow, ice, rubbish and other obstructions. LESSOR shall provide lawn and plant maintenance and shall provide monthly pest control service. LESSOR shall maintain in good working order and repair all plumbing, toilet facilities and other fixtures and equipment installed for the general supply of hot and cold water, heat, air-conditioning (including monthly maintenance and filters).

6. FAILURE TO PERFORM:

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this Lease are dependent. If the LESSOR shall breach any of the conditions required to be performed by it under this Lease, LESSEE may cure such breach and deduct the cost thereof from rent subsequently becoming due hereunder. If LESSOR fails to correct a deficiency within thirty (30) days after written notice from DBA and LESSEE, or within an appropriate shorter period stated in the notice, in the event of a deficiency constituting a hazard to the health and safety of the LESSEE'S employees, property, or any other person, DBA and LESSEE may elect to terminate this Lease.

Nothing shall prohibit the LESSEE from extending the time periods stated above if LESSEE determines that it is in its best interest to do so and LESSEE determines that the LESSOR is diligently seeking to cure such failure or breach and the deficiency can be corrected within the extended time period in a manner that will ensure throughout the time period as well as upon completion, the safety of the LESSEE'S employees, property and other persons.

7. DAMAGE BY FIRE OR OTHER CASUALTY:

LESSOR shall bear the risk of loss by fire or other casualty and shall maintain fire and extended coverage insurance to the full replacement value of the PREMISES. If the PREMISES are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, so as to render the PREMISES unsuitable for the purposes for which they are leased, as determined by LESSEE and DBA, the LESSEE, may terminate the Lease by giving written notice to the LESSOR through DBA, within fifteen (15) calendar days thereafter; if so terminated, no rent will accrue to the LESSOR after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

Nothing shall prohibit the LESSEE from extending the time periods stated above if LESSEE determines that it is in its best interest to do so and determines in addition that the LESSOR is diligently seeking to cure the partial destruction or damage and the partial destruction or damage can be corrected within the extended time period in a manner that will ensure throughout the time period as well as upon completion, the safety of the LESSEE'S employees, property and other persons.

8. ALTERATIONS:

The LESSEE may attach fixtures and install signs in or to the PREMISES with LESSOR'S approval, which shall not be unreasonably withheld. Such fixtures and signs shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time after the termination of this Lease provided the LESSEE shall restore the PREMISES to a condition as good as at the beginning of this Lease, ordinary wear and tear excepted.

DBA, acting as agent for LESSEE, may during the course of this Lease negotiate with LESSOR for other improvements to be made in the PREMISES. No additional cost or fee for services or work will be charged by LESSOR without the prior written authorization of DBA.

9. TERMINATION:

In addition to other remedies provided herein, the LESSEE may terminate this Lease by thirty (30) days written notice to LESSOR by DBA if the LESSEE'S funds are insufficient for it to continue the operations for which the PREMISES are being used.

10. SPECIAL PROVISIONS:

The parties agree that the terms and conditions of this Lease shall be read together and harmonized whenever possible; however in the event of a conflict between Section 10 or Section 11 and any other provisions elsewhere in this Lease Agreement, the provisions contained in Sections 1-10 (Special Provisions (a) through (e)) and Section 11 (Miscellaneous (a) through (e)) shall prevail.

- (a) LESSOR shall be responsible that this facility conforms to the Arkansas Fire Prevention Code, as amended, Arkansas State Plumbing Code, The National Electrical Code, and any

other state and local laws, codes, authorities, etc., applicable to the leased facility including the Arkansas adopted Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).

- (b) Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any LESSOR, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the LESSEE.

(1) The LESSOR shall prior to assigning this Lease with any person or entity, for which the total consideration is greater than \$25,000.00 requires the assignee to complete a Contract and Grant Disclosure and Certification Form. The LESSOR shall ensure that any contract agreement, current or future between the LESSOR and an assignee for which the total consideration is greater than \$25,000.00 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this Sublease. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the LESSEE.

(2) The LESSOR shall transmit to the agency a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the assignee and a statement containing the dollar amount of the Sublease. The LESSOR shall transmit to DBA a copy of the disclosure form within ten (10) days of entering into any agreement with assignee.

(3) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.

- (c) The LESSOR hereby acknowledges that there was no agent acting on its behalf for these lease negotiations.
- (d) LESSOR shall maintain the PREMISES throughout the term of this Lease in accordance with the Tenantable Condition Guidelines, which is attached and incorporated herein by reference as Exhibit "A".
- (e) The State shall not be responsible for the payment of any taxes or assessments for the PREMISES.
- (f) LESSOR asserts that it is the true owner of the PREMISES and the LESSOR'S rights to the PREMISES are not pursuant to a lease or sublease.
- (g) The LESSOR, LESSEE and DBA agree that should the Lease expire prior to the execution of any proposed Amendment Agreement, the parties agree that the Lease is hereby reinstated and ratified upon the Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of any subsequent Amendment Agreement shall govern in the event of conflict or inconsistencies, or both. This paragraph should not be construed

between the parties as an agreement that the Lease will be extended for additional terms, but rather as an option between the parties to enter into the future negotiations for additional terms should they so desire.

11. MISCELLANEOUS:

- (a) The Lease and any modifications or amendments to it will not be valid without the written approval of DBA.
- (b) This Lease shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.
- (c) The LESSEE may terminate this Lease by written notice from DBA to LESSOR upon the taking by eminent domain of any part of the PREMISES. This provision does not prevent the LESSEE from claiming or recovering from the condemning authority the value of LESSEE'S leasehold interests.
- (d) Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
- (e) This Lease contains the entire agreement of the parties.

Executed by the parties who individually represent that each has the authority to enter into this Lease.

LESSOR:

ON BROADWAY, LLC

By: _____
Dr. Scott Ferguson, Owner

Date: _____

DIVISION OF BUILDING AUTHORITY
As Agent for U of A Board of Trustees, UAMS

By: _____
Chris Thomas, Administrator
of Real Estate Services

Date: _____

LESSEE:

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS, ACTING
FOR AND ON BEHALF OF THE
UNIVERSITY OF ARKANSAS FOR
MEDICAL SCIENCES

By: _____
William R. Bowes, CFO
Vice Chancellor for
Finance & Administration

Date: _____

By: _____
Anne W. Laidlaw, Director

Date: _____

EXHIBIT "A"

TENANTABLE CONDITION GUIDELINES

The following guidelines have been established to ensure that the LESSOR and LESSEE understand the conditions in which the PREMISES is expected to be maintained throughout the designated lease term pursuant to provision five (5) Maintenance, Repair and Replacement contained within the Lease Agreement.

ROOF :

Areas to be checked twice annually and additionally after heavy rains and / or high winds.
Leaks to be repaired immediately upon request.

GUTTERS AND DOWNSPOUT :

Maintenance shall be twice a year or more as needed upon request.

PARKING LOT AND SIDEWALKS :

All holes and low spots are to be filled and maintained upon request. All walk areas must be accessible in accordance with ADAAG. In addition, all walkways are to be kept free of snow, ice and debris in accordance with the lease agreement. All damages must be corrected upon request.

ADAAG STRIPING/PARKING SPACES :

Designated accessible parking spaces are to be 11 ft wide with 5ft striped access aisle with the minimum number of required spaces for total lot size.

ADAAG PARKING SIGNAGE :

Standard ADA Signage R7-8 from the Manual of Uniform Traffic Control Devices must be displayed and directional signage provided to accessible front entry from parking lot.

PAINT :

Touch up painting may be done on a yearly basis upon request. Complete painting of entire leased space to be performed every five (5) years.

WINDOWS :

Glass and leaks are to be repaired upon notification. Cleaning is to be done upon request, a minimum of once annually.

DOORS, DOOR FRAMES AND CLOSURES :

Cleaned as necessary. Painted and/or stained as needed. Poundage according to ADAAG.

WEATHERSTRIPPING : (Doors and Windows)

Replaced if damaged or showing wear and tear.

AUTOMATIC DOOR :

Operable and maintained according to ADAAG.

HARDWARE : (Locks, Bolts, Pulls, Hinges, etc.)
Good working order at all times and meet ADAAG.

EXTERIOR SECURITY LIGHTING :
Maintained on a regular basis as to provide for proper security.

DUMPSTER AREAS :
Maintained properly in accordance with State Health Department regulations.

CEILING :
All ceiling tiles must be replaced if cracked, broken or stained upon request.

SHEETROCK :
All damaged areas are to be repaired and repainted upon request.

WALL COVERING :
Wall covering is to be repaired or replaced if stained, torn or damaged.

CHAIR RAIL :
Secure and maintained.

COUNTERS :
Kept in good condition and meet all ADAAG in work and break areas.

VINYL FLOOR COVERINGS :
Any floor covering damaged, broken, cracked or raised must be replaced upon request.

CARPET :
Carpet is to be cleaned once a year or more, to be determined by heavy traffic. Carpet is to be replaced if torn or stained beyond repair or due to age.

COVE BASE :
Cove base to be maintained and replaced if damaged or showing wear and tear.

WINDOW BLINDS AND COVERINGS :
Maintained on a regular basis and replaced if damaged.

ELECTRICAL OUTLETS :
Maintained in working order at all times. Repairs to be done upon request.

SWITCH AND RECEPTACLE COVERS :
Replaced if cracked or damaged.

LIGHT COVERS :
All light covers are to be cleaned if needed due to discoloration or debris. Covers to be replaced if cracked, broken or upon request.

RESTROOM STALLS :

Maintained in good condition. Repair and paint if necessary.

GRAB BARS :

Installed to meet ADAAG and secure at all times.

TOILETS AND URINALS :

Good working order at all times and meet ADAAG.

PLUMBING / FIXTURES :

All plumbing must meet State laws and codes. Repairs to be done upon request. This includes sinks, counter tops and piping.

MIRRORS :

Replaced if damaged or broken upon request and meet ADAAG.

SOAP DISPENSERS / HAND DRYERS & DISPENSERS :

Maintained in working order at all times. Repaired upon request and installed to meet ADAAG.

FEMININE HYGIENE DISPOSAL UNIT :

Maintained at all times. Replaced if broken upon request.

HVAC :

Heating and cooling system(s) to be maintained according to contract.

FILTERS :

Filters to be changed as needed, according to the lease agreement.

HVAC DUCTS AND GRILLS :

Kept clean and maintained.

WATER FOUNTAINS :

Good working order at all times and in compliance with ADAAG.

PEST CONTROL :

Provide monthly service or in accordance with the lease agreement.

EXIT / EMERGENCY LIGHTS :

Good working order at all times.

SMOKE DETECTORS AND ALARMS :

All smoke detectors inspected and panels tagged in accordance with State fire codes and kept in good working order at all times.

SPRINKLER SYSTEM :

System to be inspected once a year and panel tagged in accordance with State fire codes.

FIRE EXIT PANIC BARS AND CLOSURES :

Good working order at all times and comply with ADAAG.

FIRE EXTINGUISHERS :

Must be serviced once a year and tagged in accordance with State fire codes.

STAIRWELLS :

Kept clean and maintained in accordance with State fire codes.

HALLWAYS :

Kept clean and maintained in accordance with State fire codes.

ELEVATORS :

Maintained and license posted in elevator car and in compliance with ADAAG.

**** Please contact the ABA Real Estate Services office for a detailed list of Americans with Disabilities Act Accessibility Guidelines (ADAAG) for compliance references found throughout the text.**

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☒ Yes ☐ No

On Broadway LLC

TAXPAYER ID NAME: 263656951

IS THIS FOR:

☒ Goods?

☐ Services? ☐ Both?

YOUR LAST NAME: Ferguson

FIRST NAME: Edgar

M.I.: S

ADDRESS: 200 South Rhodes Ste B

CITY: West Memphis

STATE: AR

ZIP CODE: 72301

COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly		✓	State Representative	011994	011998	Edgar S Ferguson	self
Constitutional Officer							
State Board or Commission Member							
State Employee	✓		State Representative	012012	now	Deborah Ferguson	wife

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly		✓	representative	011994	011998	Edgar Ferguson	50	President
Constitutional Officer								
State Board or Commission Member								
State Employee	✓		representative	012012	now	Deborah Ferguson	50	Secretary

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature  Title President Date 08/27/2015

Vendor Contact Person Scott Ferguson Title President Phone No. (870) 735-5555

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____