

Copy of Term Contract - DO NOT PROCESS

Vendor No. 100061860
Contact Anthony J. Fontana Ph.D
Your reference SP-12-0222

TRUESDAIL LABORATORIES INC
3337 MICHELSON DR STE CN 750
IRVINE CA 92612

Contract No. 4600026006
Date 06/26/2012

Contact Judy Shirley
Telephone 501-324-9314
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

Invoice to:
AR Racing Commission
1515 W. 7th Street, 5th Floor
Little Rock, AR 72201

Ship To:

TRUESDAIL LABORATORIES INC
3337 MICHELSON DR STE CN 750
IRVINE CA 92612

Valid from: 07/01/2012
Valid to: 06/30/2019

Target value 632,527.90 USD

Amended: April 18, 2016 to include two (2) items:

Cobalt Tests (175) @ \$50.00 = \$8,750.00 and Supertests (1,048) @ \$135.00 = \$141,480.00.

Amended: March 28, 2016 to include quantities per agencies email request.

Amended: May 27, 2015 *Vendor informed OSP of new address: Truesdail Laboratories, 333 Michelson Drive, Irvine, CA 92612. Vendor to update AR Vendor Information.

Reference Tracking No: SP-12-0222

Commodity: Drug Testing Supplies / Lab Service
Equine (Oaklawn Park)/Canine (Southland Greyhound Park)

Vendor Contact: Dr. Anthony J. Fontana, Ph.D
Phone: 714-730-6239 ext. 190
Fax: 714-7306462
Email: afontana@truesdail.com

Contract Type: Term

Contract Period: The term of this contract shall be for July 1, 2018 through June 30, 2019. This is the final renewal. In no event shall the total contract term be more than seven (7) years.

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE

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OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

SCOPE: This is to establish a TERM Contract for Drug Testing Laboratory Services and Supplies, to include Oaklawn Race Track for Horses and Southland Greyhound Park locations in the State of Arkansas.

Oaklawn Jockey Club Estimated Dates: January 2016 - April 2016
 Southland Greyhound Park Estimated Dates: July 1, 2015- June 30, 2016

PRICE CHANGE CLAUSE: Prices will remain firm for the first term of the contract period. If adjustments are necessary at the end of the period, a request for increase must be submitted in writing to the Office of State Procurement with supporting manufacturer's documentation indicating percentage of increase and effective date. This increase must be for all customers in all states, not applicable to this contract alone. The State further reserves the right to reject any proposed price increase, cancel the contract and re-bid if determined to be in the best interest of the State. The Office of State Procurement will consider and rule on all price increase requests within twenty (20) working days of receipt of all required documentation from the contractor. Price increases are limited to one time per contract period in accordance with the terms of the Price Change Clause. The Price Change Clause will remain in effect for any agreed upon periods of extension.

It is understood and agreed in the event of a reduction in the manufacturer's price, the State of Arkansas will be given the full benefit of any such decline in price immediately upon the effective date of reduction. The State of Arkansas may monitor reductions by requesting the manufacturer to provide cost comparison data at any time after the first six months of the contract to reflect base cost (at time of award) to current cost (at time of request).

Item	Material/Description	Target QtyUM	Unit Price	Amount
0012	10132895 TECH SERVICE, URINE TESTING ON EQUINE Requisition #: 1000818765 Please deliver to: DFA - DIVISION OF RACING OAKLAWN PARK 2705 CENTRAL AVENUE HOT SPRINGS AR 71901	3 each	27.50	\$ 82.50
0013	10132938 TECH SERVICE, BLOOD TESTING ON EQUINE Requisition #: 1000818765 Please deliver to: DFA - DIVISION OF RACING OAKLAWN PARK 2705 CENTRAL AVENUE HOT SPRINGS AR 71901	3 each	18.00	\$ 54.00

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0015	10132951 TECH SERVICE,TESTING,MILKSHAKE TC02 Requisition #: 1000818765 Please deliver to: DFA - DIVISION OF RACING OAKLAWN PARK 2705 CENTRAL AVENUE HOT SPRINGS AR 71901	900 each	9.80	\$ 8,820.00
0016	10132952 TECH SERVICE,EPO TESTING Requisition #: 1000818765 Please deliver to: DFA - DIVISION OF RACING OAKLAWN PARK 2705 CENTRAL AVENUE HOT SPRINGS AR 71901	384 each	15.00	\$ 5,760.00
0017	10132954 TECH SERVICE,TESTING,SUPER TEST Requisition #: 1000818765 Please deliver to: DFA - DIVISION OF RACING OAKLAWN PARK 2705 CENTRAL AVENUE HOT SPRINGS AR 71901	1,283 each	135.00	\$ 173,205.00
0018	10132955 TECH SERVICE,TESTING,ANABOLIC STEROIDS Requisition #: 1000818765 Please deliver to: DFA - DIVISION OF RACING OAKLAWN PARK 2705 CENTRAL AVENUE HOT SPRINGS AR 71901	150 each	9.80	\$ 1,470.00
0019	10132956 TECH SERVICE,CANINE CLINICAL TESTING Requisition #: 1000818765 Please deliver to: DFA - DIVISION OF RACING SOUTHLAND PARK 1550 NORTH INGRAM BLVD. WEST MEMPHIS AR 72301	12,040 each	17.90	\$ 215,516.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0021	10132957 TECH SERVICE,COBOLT TESTING,EQUINE Requisition #: 1000818765 Pricing updated 04/26/17 per letter received from Truesdail Laboratories,Inc on January 6, 2017. Cobalt Testing on Equine (as needed basis) reduced from \$50.00 per test to \$35.00 per test. Please deliver to: DFA - DIVISION OF RACING OAKLAWN PARK 2705 CENTRAL AVENUE HOT SPRINGS AR 71901	700 each	35.00	\$ 24,500.00
0022	10132700 TECH SERVICE,VETERINARY LAB TESTING Requisition #: 1000818765 Please deliver to: STATEWIDE DELIVERY LITTLE ROCK AR 72201	76 each	1.00	\$ 75.84
Estimated Net Value				429,483.34
<p>Agency Contact Information: Cheryl Reed Fiscal Support Supervisor DFA/OAS, Purchasing 501-324-9138 phone 501-324-9212 fax cheryl.reed@dfa.arkansas.gov</p> <p>Wendy Brocato - (501) 682-1467 Email: carol.brocato@dfa.arkansas.gov</p> <p>MINIMUM VENDOR REQUIREMENTS</p> <p>ACCOUNT NUMBERS</p> <p>Vendor must provide account numbers for each testing location.</p> <p>Vendor must provide account identification for testing as: (1) Equine or (2) Canine, for each location.</p>				

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DRUGS

Vendor must be able to test for drugs as indicated in this IFB. See accompanying file listing drugs to be tested.

EQUIPMENT, TESTING

Current Equipment and Instrumentation dedicated to Veterinary Drug Testing.

INSURANCE

The Contractor must furnish, prior to awarding any resultant contract, an approved "Certification of Insurance", and must keep the insurance in force throughout the contract period. The insurance may not be modified without the Office of State Procurement and DFA-Racing Commission approval. The following is a list of liability limits.

Workers Compensation and Employee Fidelity Coverage
Standard limits as outlined by vendor's insurance carrier.

A. Workers Compensation and Employees Liability Policy
Workers Compensation Statutory Limits

Employers Liability \$1,000,000.00 each accident

B. Comprehensive General Liability Policy
Premises and Operations
Contractual Insurance
Personal Injury

Each item listed in Section B must have:

Bodily Injury \$500,000.00 each person
\$500,000.00 each occurrence

Property Damage \$1,000,000.00 each occurrence
\$1,000,000.00 aggregate

Vendor will assume all liability for any accidental or criminal occurrence.

Insurance is to be maintained during the term of the contract or any agreed upon extensions.

LABORATORY SCREENING METHODS:

To insure the integrity of Arkansas Horse Racing Commission, we are requiring the following methods:

All horse urine samples screened using a combination approach of rotating thin-layer chromatography, immunoassay screening, or instrumental screening using liquid chromatography/diode array (LC-DAD) detection or gas chromatography-mass spectrometry.

One-third (1/3) of all samples submitted will be screened utilizing HPLC, ELISA, GC/MS or Thin-Layer

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Chromatography (TLC) hydrolysis - acid extraction, salt-out extraction and enzyme hydrolysis basic extraction techniques. This will ensure coverage for commonly encountered therapeutic medications, such as the non-steroidal anti-inflammatory drugs (NSAIDS's) as well as a large diversity of compounds such as Ephedrine, Methocarbamol, Lidocaine, Procaine, Atropine, DMSO, etc.

One-third (1/3) of all urine samples submitted will be screened utilizing Enzyme Linked Immunosorbent Assay (ELISA) using a minimum of fifteen immunoassay tests, on a non-pooled basis, to address detection of trace amounts of RCI Class I, II, and III drugs.

One-third (1/3) of all urine samples submitted will be screened utilizing Instrumental Screening using either liquid chromatography/diode array detection (LC-DDAD) or gas chromatography - mass spectrometry (GC-MS) to detect a large diversity of compounds of all RCI drug classes.

MAINTENANCE

Vendor shall maintain maintenance of any required equipment at no additional cost to DFA-Racing Commission

ORDERING/WEBSITE AVAILABILITY

Vendor must establish a website for ordering supplies, scheduling pick-up services, test results, and providing reporting data.

Vendor must accept orders by phone, fax, and/or electronically.

Vendor's website must be: User friendly with easy access and maintain System Security.

RANDOM TESTS

Specimens are screened by Immunoassay. Any positive result is confirmed by Gas Chromatography with Mass Spectrometry (GC/MS) or Liquid Chromatography with Tandem Mass Spectrometry (LC/MS/MS). Expanded panels are to be included in pricing.

Note: DFA - Racing Commission acknowledges that if requested by DFA - Racing Commission, the successful vendor will provide laboratory services not identified in the IFB.

DFA - Racing Commission reserves the right to negotiate those laboratory services not identified in the IFB, if newer or additional drug testing services, which are unknown at the time of the IFB, are required.

REPORTING

72 hour turn-around-time from time of sample receipt to report of screening results by fax. Certificate of analysis will identify the screening technique utilized of each sample to be shown on the report.

Confirmation analysis within five (5) business days after notification of pending sample.

Fax transmission of all certifications of analysis to three (3) separate fax numbers: 1. (501) 682-5273 (LR-Racing Commission location) 2. Hot Springs location (Fax number supplied during the racing season), and 3. (870) 735-1782

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(Southland Park location). Emails are requested at the above sites as well as followed by mailing all original reports to designated location address.

Written pharmacological and analytical profile of all medication violations.

Vendor shall have procedures for reporting abnormal or adulterated results that exceed predefined criteria established by the contract.

Vendor shall not provide test results to anyone other than the approved DFA - Racing Commission recipient. Failure to comply may result in immediate termination of contract.

Vendor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and laboratory services.

SCREENING ANALYSIS

Screening Analysis of urine or blood samples using a rotating combination of methods; TLC, ELISA, HPLC, and/or GC/MS.

Equine urine screening consisting of fifteen (15) immunoassay tests and three (3) additional tests performed by TLC, HPLC, or GC/MS.

Equine blood screening consisting of fifteen (15) immunoassay tests and one (1) additional test performed by TLC, HPLC, or GC/MS. When urine samples are not available or possible serum sampling from ancillary information in case of identification.

Canine urine screening consisting of five (5) immunoassay tests and two (2) additional test performed by TLC, HPLC, or GC/MS.

Confirmation of all medication violations using GC-MS, LC-MS, or Tandem MS techniques of HPLC for PBZ/Oxpehnbutazone quantitation.

Screening analysis of confiscated materials (Pills, Syringes, etc)

SERVICES, TESTING

All testing to follow current guidelines in the American National Standard General Requirements for Competence of Testing and Calibration Laboratories #1SO 17025-1999 plus Animal Drug Testing Supplement.

SPECIMEN INTEGRITY

Vendor must contact the DFA-Racing Commission in the event that signs of tampering are evident, prior to the specimens being rejected.

STAFF

Vendor must provide specialized support staff for a successful drug-testing program.

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SUPPLIES

All supplies necessary for sample collection and shipment, including postage/shipping, sample cups, sample bags (4 per sample), blood tubes (4 per Sample), needles, sample identification tags, chain of custody forms, metal strip seals, locks and insulated shipping containers. (See Section 3, Specifications)

Vendor must provide all expendable drug testing supplies for onsite collection and transportation of urine specimens.

Vendor shall use universal precautions for collecting and handling all specimens.

Vendor shall provide tamper-resistant collection kits and absorbent packet to prevent leakage in transport.

Collection kits must meet federal specifications with easy to follow instructions.

Vendor will supply, if requested, Chain of Custody and Control forms, whether by electronic printing or through the supply ordering process.

TESTIMONY, EXPERT WITNESS

Data package provided when needed for legal proceeding involving medication violations.

Expert testimony for medication violations when required for legal proceedings at no additional cost to DFA-Racing Commission.

TRAINING

Vendor must provide training, when required, for onsite drug collections at no additional cost to DFA-Racing Commission.

TRANSITION PERIOD

Vendor must be available to work with the previous vendor during the requested three (3) week transition period, at the beginning of any resultant contract, from the IFB.

TRANSPORTATION

Vendor must provide a pick-up and transportation service for collection(s) to awarded vendors laboratory at no additional cost to DFA-Racing Commission.

Vendor must specify the minimum number of pick-up's without additional charge. Two (2) per week.

Vendor must provide same-day and overnight courier service to expedite supply distribution and sample analysis.

TECHNICAL SUPPORT

Vendor must provide qualified, certified/licensed and trained personnel and certified/licensed facilities for medical

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laboratory diagnostic testing and services.

Vendor shall provide statewide support on a timely basis. The awarded vendor must provide a Toll-Free Assistance line or allow for collect calls to be accepted Monday thru Friday, five (5) days per week. The requested hours of operation are between the hours of 7:00 A.M. and 6:00 P.M. (CST). Technical knowledgeable personnel are requested during these hours to answer questions and to provide assistance to the staff of the ordering entities.

TECH SUPPORT NUMBER: 714-730-6239

TECHNOLOGY UPGRADE/ADDITIONS

The State intends to obtain for the duration of this contract or any contract extensions thereof, drug testing services that reflect the industry's latest technology. The State recognizes that there will be technological modifications and improvements that will become available during the life of this contract that will be unavailable on the date of contract award.

Drug testing service changes due to industry change will be invoiced at the current contract price.

REPORTING

The successful bidder is required, if requested by DFA-Racing Commission, to prepare and send to DFA-Racing Commission a written report of the "results of each test performed by the laboratory", within fifteen (15) calendar days after the quarter ends. The report must identify the parties, the date the specimen was taken and tested, the results and conclusions drawn from the analysis and must include an affidavit signed before a notary public or by the duly qualified expert conducting the test or under whose supervision or direction the test and analysis have been performed. An interpretation of the data must be presented to include the level of drug content as measured in anagrams.

The report must be clear and concise and capable of being understood by a layperson.

Final details or any additional items will be determined and mutually agreed upon between agency and successful vendor.

Reporting Time Line: 1st Quarter July 1 - September 30
2nd Quarter October 1 - December 31
3rd Quarter January 1 - March 31
4th Quarter April 1 - June 30

DATA CONFIDENTIALITY

All test results, statistical, personnel and/or technical data supplied by DFA-Racing Commission to the awarded vendor are confidential.

Vendor is required to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from contracting. In addition, such conduct may be reported to the state Attorney General for possible criminal prosecution.

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LICENSE REQUIREMENTS

Vendor shall maintain in full force and effect all required licenses, permits and authorizations necessary to perform this contract.

MINIMUM ORDERS

A minimum of \$50.00 per order (including shipping) must be acceptable to the contractor(s). The ordering entity is responsible for all shipping costs on orders less than \$50.00.

Ordering entities requesting special handling (FedEx, UPS Next Day, etc.) may be required by the Contractor to pay additional freight charges not to exceed the carrier's actual freight charges.

MISCELLANEOUS CHARGES/ALLOWANCES

Prior to any work being performed under this contract that will result in additional costs, written authorization must be obtained from the Office of State Procurement. Any other costs incurred in production and not provided for in these instructions and specifications may be invoiced at the "fair market price" as established by the Office of State Procurement.

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the

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receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the

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contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the 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.

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