

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300  
Little Rock, Arkansas 72201-04222  
501-324-9316

STATE CONTRACT EXTENSION

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 THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS  
SET FORTH IN THE ORIGINAL AGREEMENT.

BUYER: RENEE GATES

CONTRACT/BID NO.: SP-07- 0155

DESCRIPTION: IMAGE REPRODUCTION EQUIPMENT & RELATED SERVICES  
MANUFACTURER PRICING AGREEMENT

CONTRACT PERIOD: APRIL 19, 2008 THROUGH APRIL 30, 2009

WITH AN OPTION TO RENEW ON A YEAR TO YEAR BASIS OR A PORTION THEREOF FOR  
UP TO FIVE (5) ADDITIONAL YEARS

MANUFACTURER NAME & ADDRESS:  
Xerox Corporation  
17200 Chenal Parkway, Suite 230  
Little Rock, AR 72203

CONTACT NAME: Steve Sunwall  
TELEPHONE NUMBER: 501-821-5031  
FAX NUMBER: 501-821-5060  
FEDERAL IDENTIFICATION NO: 16-0468020

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

*Robin Rogae*

BY:

DATE:

*4-19-2008*



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>

COMMODITY: IMAGE REPRODUCTION EQUIPMENT

RENEWAL: State Procurement Tracking NO: SP-07-0155

CONTRACTOR: XEROX Corporation

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The Office of State Procurement and above contractor agrees to extend contract SP-07-0155 for a period of approximately one year through April 30, 2009. The original agreement, this extension agreement, the laws of the State of Arkansas and State Contract SP-07-0155 respectively constitute the entire agreement of the parties. All terms and conditions as stated in State contract SP-07-0155 will be applicable during the renewal period.

*[Signature]*  
 2 Apr 2008  
 \_\_\_\_\_  
 Date

*Renee Gates*  
 Renee Gates  
 OSP, Buyer  
 4-18-2008  
 \_\_\_\_\_  
 Date

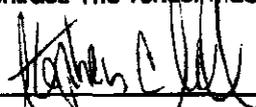
*Jenny Foshee DeSalvo*  
 Jenny Foshee  
 OSP, Team Leader  
 4-18-2008  
 \_\_\_\_\_  
 Date

**2.7 Software Support**

The vendor will be required to provide all software support. The vendor must be able to provide software support to customers by having Xerox Certified Software Engineer contact customers by phone, within two-hour (2) of notification of software problems.

**2.8 Service**

The vendor may offer Services directly to the customer. Services offered must be limited to those that are directly associated to the Xerox equipment and/or software listed in this contract. OSP reserves the right to review the list of services being offered and to eliminate any service that is beyond the scope of this contract. The vendor must identify in the table below the discount off retail for services offered.

*Acknowledged:*  20 APR 07

**DISCOUNT PERCENTAGES FOR SERVICES**

Categories:	% Off Retail for Services
<b>Office Services:</b>	
Asset Management Services for Output devices	10%
Help Desk Services for Output devices	10%
Break-fix Services for Output devices	5%
<b>Business Process Services:</b>	
Image Services	8%
Document Repository Services	5%
Product Lifecycle Services	5%
Packaged Imaging Services	5%
<b>Document Outsourcing and Communication Services:</b>	
Knowledge Extraction Workshops	10%
Production Publishing Services	10%
Off Site Print Services	5%
Packaged DOCS Services	5%
Content Management Software & Services	5%

Note: All services offered under this agreement must have a specified Scope of Work (SOW) document describing all details of required services. Included in the SOW, the specified commercial price will be listed with the corresponding State of Arkansas discounted price. Each SOW will require signature approval of the State of Arkansas Department or Agency approving services to be rendered.

**2.9 Problem Escalation**

The vendor must identify below their detailed requirements for Problem Escalation Procedures for hardware and software issues. Failure to provide a Problem Escalation Procedure document to may be grounds for termination.

Hardware Escalation Contact Person:	Phone Number/Email Address:
1. Primary: Xerox hotline & web support (ref. serial number)	800.821.2797 www.xerox.com
2. Second level support also available from 'hotline'	
3. Service Manager: Ken Gunderman	(501) 821-5000; kenneth.gunderman@xerox.com
4. Service Manager NWA: Bob Stone	(479) 422-7406; robert.stone@xerox.com
5. Xerox Sales: Steve Sunwall	(501) 821-5031; steve.sunwall@xerox.com

Software Escalation Contact Person:	Phone Number/Email Address:
1. Primary: Xerox hotline &/or web support	800.821.2797 www.xerox.com
2. Second level support also available from 'hotline'	Second level support (same number)
3.	Hotline will dispatch on-site Xerox analyst, as required
4.	
5.	

**2.10 Technical Support**

The vendor must identify below their detailed requirements for Technical Support Procedures. Failure to provide a Technical Support Procedure document to may be grounds for contract termination.

Contact Person:	Phone Number/Email Address:
1. Primary: Xerox hotline &/or web support	800.821.2797 www.xerox.com
2.	Second level support (same number)

<b>Software Escalation Contact Person:</b>	<b>Phone Number/Email Address:</b>
1. Primary: Xerox hotline &/or web support	800.821.2797 www.xerox.com
2. Second level support also available from 'hotline'	Second level support (same number)
3.	Hotline will dispatch on-site Xerox analyst, as required
4.	
5.	

### 2.10 Technical Support

The vendor must identify below their detailed requirements for Technical Support Procedures. Failure to provide a Technical Support Procedure document to may be grounds for contract termination.

<b>Contact Person:</b>	<b>Phone Number/Email Address:</b>
1. Primary: Xerox hotline &/or web support	800.821.2797 www.xerox.com
2.	Second level support (same number)
3.	Hotline will dispatch on-site customer service engineer, as required
4.	
5.	

Technical telephone support must be available 24 hours a day, 7 days a week. This includes a local or toll-free telephone number for access to technical support. Xerox must provide to each customer, information which:

1. Defines provisions of technical support regarding response time for support.
2. Itemizes all products (hardware and software), services, and labor that are excluded from technical support.
3. States any special provisions or requirements to acquire technical support: Must have full service maintenance contract
4. Outlines a plan of action for correcting any problems in acquiring technical support.

### 2.11 Reporting

The vendor will be required to provide a Contract Activity Report, by the 15<sup>th</sup> of the month, detailing the activity of the prior month to OSP. The report should cover all contract activity and should list all orders received regardless of their fulfillment or shipping status. The Contract Activity Report must be in Microsoft Excel format and include: Agency name, agency purchase order number, a brief description of items purchased, and order total. Reports outlined in this section should be sent to [Amy.Stoddard@dfa.state.ar.us](mailto:Amy.Stoddard@dfa.state.ar.us).

### 2.12 Licensed Use of Software

The vendor must grant the agency a personal, nonexclusive, nontransferable, non-sub-licensable license to internally:

- a) Install and execute the copy of the Software solely:
  - i) To the extent of the authorized activation or authorized usage level and solely for the purpose specified in the Documentation,
  - ii) In the country where the Software was delivered, and
  - iii) With specifically designated Hardware
- b) Use the associated Documentation solely in the function of support; and
- c) Make a single copy of the Software and associated Documentation solely for backup purposes.

The Agency agrees to maintain an accurate record of the whereabouts of the Software and any backup copy. The software publisher and/or its suppliers (as applicable) retain all right, title and interest in and to the Software and Documentation, including any derivatives thereto and copies thereof.

### 2.13 License Restrictions

Except as expressly authorized in accordance with the licensed use, the agency shall not

- a) Use, copy, adapt, translate, publish, display, sublicense, rent, lease, lend, transfer or distribute the Software, Documentation, or any copy thereof;
- b) Improve, enhance, revise, modify or make any other derivatives of the Software, Documentation or any copy or part thereof; and/or
- c) Merge, link, compile or combine the Software or any part thereof, or any copy thereof, with any other software or other item(s).

The agency shall not reverse assemble, reverse compile, reverse engineer or otherwise translate or decode the Software or any part thereof, or any copy thereof and shall not upload onto the Internet, permit downloading from the Internet or making



# GSA PRICE LIST

GSA Contract # GS-25F-0062L

October 1, 2007 - September 30, 2008

For further XEROX product information visit [www.XEROX.com](http://www.XEROX.com)



Technology | Document Management | Consulting Services

SIN	Payment Plans:	Bill Code	Min	MAX			
51-58a	Best Value Lease (BVL)	1199	36	60			
51-58	Lease to Ownership Plan (LTOP)	119U	12	60			
51-100	Outright Purchase	1195	N/A	N/A			
Market Code	Product Description	Purchase Price \$	GSA Discount \$	GSA List Price\$	Ext Wrty (mon)	Ext Wrty (mon)	Stop Order Taking Date
					1-3	1-6	
<b>Nuvera 100 / 120 / 144 Digital Production Systems Family of Products:</b>							
100-MFF (OSG)	Nuvera 100 EA Digital Production System with Scanner	\$57,143	\$21,054	\$36,089			
P100-MFF(PSG)	Nuvera 100 EA Digital Production System with Embedded Next Generation FreeFlow™ DocuSP Controller (X86) with Single-core 2.4GHz AMD Opteron Model 150 Processor, 160GB SATA Hard Drive, CD-RW/DVD-RW (software only supports writing of CD's at this time), 1GB Memory (2x512MB DIMMs) and Tyan Tomcat K8E (S2865) motherboard (AFR), Feed Module with Scanner (UMM), Feed Module Cover Kit (675K11080), Install Kit (675K64000), Vertical Trim Strips (675K43170 - Qty 2), Keyboard (BFG), Customer Materials Kit (650K28720), Operator Training Kit (650K28730), FreeFlow™ VI Interpreter Demo Software Kit (300S01619), 100 PPM License (RDN), Machine Badge - 100 (675K48320)	\$57,143	\$21,054	\$36,089			
120-MFF (OSG)	Nuvera 120 EA Digital Production System with Scanner	\$68,167	\$21,051	\$47,116			
P120-MFF(PSG)	Nuvera 120 EA Digital Production System with Embedded Next Generation FreeFlow™ DocuSP Controller (X86) with Single-core 2.4GHz AMD Opteron Model 150 Processor, 160GB SATA Hard Drive, CD-RW/DVD-RW (software only supports writing of CD's at this time), 1GB Memory (2x512MB DIMMs) and Tyan Tomcat K8E (S2865) motherboard (AFR), Feed Module with Scanner (UMM), Feed Module Cover Kit (675K11080), Install Kit (675K64000), Vertical Trim Strips (675K43170 - Qty 2), Keyboard (BFG), Customer Materials Kit (650K28720), Operator Training Kit (650K28730), FreeFlow™ VI Interpreter Demo Software Kit (300S01619), 120 PPM License (RDM), Machine Badge - 120 (675K48330)	\$68,167	\$21,051	\$47,116			
<b>Required Accessories for 100-MFF / P100-MFF / 120-MFF / P120-MFF</b>							
<b>Required Accessory – You MUST choose ONE of the following:</b>							
DPS100SW is non-shippable software.							
DPS100SW	Standard Software License (FYA), Enables Printeract - Connect (UHK), HP PCL Decomposer License (FVB)	\$5,013	\$0	\$5,013			
<b>Required Accessories – You MUST choose ONE of the Following:</b>							
MFFPRO	Multi-Function Finisher - Professional (PPP), Function Interface Module (PWW)	\$14,234	\$4,209	\$10,025			
MFFPROHP	Multi-Function Finisher - Professional with Hole Punch Kit (PPP), Multi-Function Interface Module (UYC)						
P100-DPS(PSG)	Nuvera 100 EA Digital Production System	\$78,192	\$37,592	\$40,600			

The optional accessories shown above are only available for purchase under this contract at the time of initial purchase and are not guaranteed for purchase at any other time.

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# ***Xerox Office Group Printers (formerly OPB)***

**PHASER**      **Current changes**  
**Phaser Equipment Sale & Maintenance**

**Professional Services Pricing (PSP) At A Glance - GSA (formerly known as Services Expectation Document - SED) 10/15 Discount Applied**

03/1/08 - This month's changes are indicated in Blue

Revised: 3/24/08

**NOTICE:** The PSP is for current products only. For additional products not currently listed, consult the Customer Ed Price List.

Office Monochrome	Systems Consulting		Customer Ed		Notes
	Amount	8R#	Amount	8R#	
<b>Office Digital</b>					CES pricing is for 1 session, up to 4 students
WC 5632/5638/5645 (including PL, T) Standalone		N/A	247.00	8R76073	
WC 5632/5638/5645 Copy/Print, PPL, P, PT	440.00	8R08007	274.00	8R76074	
WC 5632/5638/5645, PPL, P, PT w/Scan to Email and/or Fax	440.00	8R08007	274.00	8R76075	
WC 5632/5638/5645, PPL, P, PT w/Scan to PC Desktop	636.00	8R12431	274.00	8R76076	
WC 5655 (including T) Standalone		N/A	247.00	8R76077	
WC 5655 Copy/Print, PT	440.00	8R08007	329.00	8R76078	
WC 5655, PT w/Scan to Email and/or Fax	768.00	8R08007	366.00	8R76079	
WC 5655, PT w/Scan to PC Desktop	814.00	8R12431	366.00	8R76080	
WC 5665/5675/5687 (including T) Standalone		N/A	247.00	8R76081	
WC 5665/5675/5687 Copy/Print, PT	440.00	8R08007	329.00	8R76082	
WC 5665/5675/5687, PT w/Scan to Email and/or Fax	768.00	8R08007	366.00	8R76083	
WC 5665/5675/5687, PT w/Scan to PC Desktop	814.00	8R12431	366.00	8R76084	
WC5030, H, 5050H, WC4150, CC 232/238/245, H, PL, CC123/128, PL, CC123PL-CO; DIGBKA	440.00*	8R08007	232.00	8R75243	*Only required if fax is ordered
WC5030P, PH, 5050PH, WC4150 s/x/xf, WC 232/238/245, H, PL, WC123/128, PL; DC430S	440.00	8R08007	309.00	8R75245	
WC5030P, PH, 5050PH, WC4150 s/x/xf, WCP232/238/245, H, WCP123/128; DC430S w/Scan to Email	564.00	8R08007	386.00	8R75247	
Scan to PC Desktop	1,128.00	8R12431	462.00	8R75249	
<b>Office Departmental</b>					CES pricing is for 1 session, up to 4 students
CC 255, H	N/A		232.00	8R75908	
WC 255, H	440.00	8R08030	309.00	8R75909	
WCP 255, H, w/Scan to Email	564.00	8R75901	386.00	8R75910	
Scan to PC Desktop	1,128.00	8R75901	462.00	8R75911	
w/professional finisher	N/A		155.00	8R75190	*Add'l. training cost req'd. if purchased separately
CC 265H/275H, CC 65/75/90	N/A		232.00	8R75244	
WC 265H/275H	440.00	8R75899	309.00	8R75246	
WCP 265H/275H, WCP65/75/90 w/Scan to Email	564.00	8R12430	386.00	8R75248	
Scan to PC Desktop	1,128.00	8R12430	462.00	8R75250	
w/professional finisher	N/A		155.00	8R75190	*Add'l. training cost req'd. if purchased separately
<b>Simple Office Color</b>					CES pricing is for 1 session, up to 4 students
WC 7232/7242 Copy/Print	366.00	8R76141	265.00	8R76137	
WC 7232/7242 Copy/Print/Scan to Email/Fax	450.00	8R76141	321.00	8R76138	
Scan to PC Desktop	846.00	8R76141	385.00	8R76139	
WC 7328/7335/7345 Copy/Print	410.00	8R76069	265.00	8R76066	
WC 7328/7335/7345 Copy/Print/Scan to Email/Fax	500.00	8R76069	321.00	8R76067	
Scan to PC Desktop	846.00	8R76069	385.00	8R76068	
WC 7655 Standalone Copier	N/A		300.00	8R76343	
WC 7655 Printer	468.00	8R76347	343.00	8R76341	
WC 7655 Printer w/Scan to Email and/or Fax	564.00	8R76347	428.00	8R76342	
WC 7655 Printer w/Scan to PC Desktop	846.00	8R76347	514.00	8R76145	
WC 7665/7675 Color Standalone Copier	N/A		300.00	8R75929	
WC 7665/7675 Printer	468.00	8R75983	343.00	8R75931	
WC 7665/7675 Printer w/Scan to Email and/or Fax	564.00	8R75983	428.00	8R75932	
WC 7665/7675 Printer w/Scan to PC Desktop	846.00	8R75983	514.00	8R76146	
<b>Complex Mid-Range Color</b>					Mid-Range Color - CES pricing is per student
DocuColor 12			330.00	8R12556*	Edit pad 8R12653; Stapler 8R12654 @ \$150. *Additional students \$231 each
DocuColor 12 w/Splash G640	1,128.00	8R10881	651.00	8R12566	Additional students \$456 each

# xerox Consumables - STL Price List

State and Local Price Plan (Purchase Requirement - Customer Number must be assigned to STL)

**Effective July 1, 2007**

(Last Update March 24, 2008)

## Guidelines:

- 1 State and Local Governments receive "State and Local" Pricing according to their individual fiscal calendars.**
- 2 Contact your Supply Account Manager for additional assistance**
- 3a The following states will receive this pricing effective July 1 2007 :**  
Alaska, Arizona, Arkansas, California, Colorado, Georgia, Hawaii, Illinois, Iowa, Kansas, Louisiana, Maine, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, North Dakota, Pennsylvania, Puerto Rico, Rhode Island, South Dakota, Tennessee, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming, District of Columbia (Excluding City Government)
- 3b The following state will receive this pricing effective September 1, 2007:**  
Texas
- 3c The following states will receive this pricing effective October 1, 2007:**  
Alabama, Connecticut, Delaware, Florida, Idaho, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Missouri, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Virgin Islands, Virginia, Western Pacific Territories

## BLACK AND COLOR TONER

Reorder Number	Product Description	Cartons Per Order - Price Per Carton				Units/ Carton
		1-2	3-9	10 - 24	25+	
6R113	1050/5050/5052/5053 - OBSOLETE*	201	151	120	104	4
6R206	5090/DT135/5090S/5390/5690/4135/4635/6100/6115/6135/6155/ 6180/DP96/DP180/DT180/155/128 HLC	313	284	253	233	3
6R229	1065/5065/5365	364	249	184	166	5
6R244	5018/5021/5028/5034/5328/5334/5624/5626/5818/5820/5828/5830/ BK21Black	150	132	118	112	2
6R248	5018/5021/5028/5034/5328/5334/5624/5626/5818/5820/5828/ 5830/BK21 Red	154	154	154	154	1
6R249	5018/5021/5028/5034/5328/5334/5624/5626/5818/5820/5828/5830/ BK21 Blue	154	154	154	154	1
6R257	1012/5012/5014 - OBSOLETE*	171	171	171	171	2
6R258	5100/5800/5885/5895/5890/5900/5990/5995	312	245	203	184	2
6R287	7041/7042 - OBSOLETE*	75	62	59	57	2
6R296	4850/4890/DP350HC/DP390HC/DP184/DP92C Black	373	326	265	245	6
6R297	4850/4890/DP350HC/DP390HC/DP184/DP92C Red	949	808	744	728	3
6R299	4850/4890/DP350HC/DP390HC/DP184/DP92C Green	949	808	744	728	3
6R301	1075/1090/4050/4090/4450/4650/5388/5680/5892/DP390/DT90	204	132	105	102	3
6R364	5318/5320/5322 Black - OBSOLETE*	159	132	129	120	2
6R365	5320/5322/5340/5343/5350/5352/5665/5845C/5855C Red	37	37	37	37	1
6R366	5320/5322 Blue - OBSOLETE*	37	37	37	37	1
6R367	5320/5322/5340/5343/5350/5352/5665/5845C/5855C Green - OBSOLETE*	37	37	37	37	1
6R379	5312/5314 - OBSOLETE*	157	157	157	157	2
6R396	5337/5340/5350/5343/5352/5665/5837/5845C/ 5855C Black	247	198	180	172	2

## **CONTRACT EXTENSION 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 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 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.