STATE OF ARKANSAS

Copy of Term Contract - DO NOT PROCESS

Vendor No. 100188046
Contact JAN ACKERMAN
Your reference SP-12-0122

ZEE MEDICAL INC
22 CORPORATE PK
IRVINE CA 92606

Contract No. 4600023850
Date 04/12/2012

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

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:
As stated on the agency purchase order.

Ship To:
STATEWIDE DELIVERY
LITTLE ROCK AR 72201

Valid from: 05/01/2012
Valid to: 04/30/2013

Reference Tracking: SP-12-0122

Commodity: Kits, First Aid
Brand: ANSI - Metal Standard Item #: 0042
Brand: ANSI - Plastic Item #: 0057

Vendor Contact: Jan Ackerman
Phone: (817) 561-7116
Fax: (817) 561-7115
Email: jan.ackerman@zeemedicalinc.com

Contract Type: TERM

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS DOES NOT REPRESENT YOUR AUTHORITY TO SHIP. THE ORDERING AGENCY WILL ISSUE A PURCHASE ORDER TO AUTHORIZE SHIPMENT. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

CONTRACT PERIOD: The term of this contract shall be for a period of twelve (12) months beginning May 1, 2012 through April 30, 2013 with option(s) to renew in six (6) one (1) year increments or a portion thereof upon mutual agreement.

SCOPE: This is to estabish a TERM contract to provide First Aid Kits/Personal Size and Pocket Survival Pack(s) for all State Agencies and Cooperative Purchasing Program participants within Arkansas. All contract(s) may be used

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on an as needed basis or during Emergency Activation.

Pricing: The unit price bid must include all of the materials and operations necessary for the production of items specified.

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0010	10024024 SUPPLY,EQUIP,FIRST AID & SAFETY,M,LMP SM Price Break Quantities per Case: Metal Kit 1 - 99 $ 28.95 100 - 499 28.45 500 and More 27.95	28,950.00	Lump Sum	1.00	$ 28,950.00
0020	10024024 SUPPLY,EQUIP,FIRST AID & SAFETY,M,LMP SM Price Break Quantities per Case: Plastic Kit 1 - 99 $ 14.97 100 - 499 14.47 500 - And More 13.97	14,970.00	Lump Sum	1.00	$ 14,970.00

Estimated Net Value **43,920.00**

As stated on the Agency Purchase Order

MINIMUM VENDOR REQUIREMENTS:

VENDOR RESPONSIBILITIES: Awarded vendors must be capable of the following:

To provide Pre-assembled First Aid Kits / Personal Size as shown in Specifications
To provide Pre-assembled Pocket Survival Pack(s) as shown in Specifications
24/7 Availability for ordering products
Catalog website
Contents to be of current manufacturing technology
Contents are to be packaged as to maintain sterile products
State Procurement Card Payment process must be accepted
State Declared Emergency Delivery Capabilities
Bilingual Product Identification (English and Spanish)
Tracking Abilities of both shipped and invoiced products

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RECORDS MAINTENANCE: Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. The records shall be retained by the Contractor for at least five (5) years after the Contract terminates, or until all audits initiated within the five (5) years have been completed, whichever is later.

MINIMUM ORDERS: Based on the end user's requirements on an as needed basis. Requirements may be based on Statewide Emergency Activation.

CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

Any purchase orders issued and received by the vendor prior to the cancellation date may be processed by the vendor and paid for but this does not obligate the State to continue the contract beyond the cancellation date.

DELIVERY (FOB Destination, freight paid - Normal Delivery) is requested within ten (10) working days after receipt of order. If this delivery cannot be met, the bidder must state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the delivery days obligates the bidder to complete delivery within ten (10) working days after receipt of order. Alternate delivery days/dates may be considered when in the best interest of the state.

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays.

Repeated failure to meet specified delivery requirements may result in Contract termination, or the State may pursue any other remedies that may be available to it, at its discretion.

Definition - Normal Delivery: Unit prices quoted include, at no additional charge, the contractor providing "normal delivery" service. "Normal delivery" is defined in this contract as: "Delivery to a building with an accessible dock to one specific room or area by use of material handling equipment without breaking shipping container to hand truck deliver individual cartons."

Delivery locations falling in the perimeters of this definition will not be subject to additional delivery charges. Agencies are encouraged to check with the vendor prior to ordering to ascertain any possible additional delivery charge amounts.

NOTE: Statewide Emergency Activation may require an emergency delivery requirement. The best route of delivery, based on the emergency, will be requested at that time and agreed upon between the State of Arkansas and the awarded vendor. Should the delivery during Statewide Emergency Activation require additional cost, that cost is to be negotiated by the awarded vendor and the ordering agency at the time of order placement.

CUSTOMER ACCOUNT NUMBERS: Contractor must establish customer/account identification for use by each individual Ordering Entity. Some Ordering Entities may require (and Contractor will provide) multiple customer/account numbers (Agencies with multiple locations of service).

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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.

SECTION 3: ITEM SPECIFICATIONS

Item #1: Pre-assembled First Aid Kits / Personal Size - Minimum Specifications
*Items bid must meet or exceed specifications.
(a). All kits shall be new
(b). Minimum of 18 to 24 Month Shelf-Life from Date of Manufacture
(c). First Aid Supplies are to be packaged in a weatherproof/waterproof container
(d). Minimum contents may include:

1. First Aid Guide Booklet (1) each
2. 2" x 2" Gauze Dressing Pad(s) (2) each
3. ½" x 5 yards Tape roll (1) each
4. ¾" x 3" Adhesive Plastic Bandages (8) each
5. 1" x 3" Adhesive Plastic Bandages (1) each
6. 3/8" x 1 ½" Plastic Bandages (12)
7. 1 ½" x 1 ½" Patch Bandages (1) each
8. Knuckle Fabric Bandage (1) each
9. Fingertip Fabric Bandage (1)each
10. Non-Aspirin Tablets, 325 mg (2) each
11. Ibuprofen Tablets, 200 mg (2) each
12. Aspirin Tablets, 81 mg (2) each
13. Antiseptics Alcohol Pads (4) each
14. Antibiotic Ointment Pack - 5 gm or 1 oz. tube (1) each
5. Scissors - Safety, Right or Left Handed, SS Blade (1) each
16. Tweezers - SS, Slanted/Square Tip (1) each
17. Vinyl Gloves, Size Large (1) pair

Item #2: Pre-assembled Survival Pack(s) - Minimum Specifications
*Items bid must meet or exceed specifications.
(a). All kits shall be new
(b). Minimum of 18 to 24 Month Shelf-Life from Date of
(c). Items are to be packaged in a weatherproof/waterproof container.
(d). Minimum contents may include:

1. Whistle, plastic 5.4x2.4x2 CM with nylon cord (1) each
2. Signal Mirror, 2" x 3" Shatter Resistant (1) each
3. 20 mm Survival Compass (1) each
4. Spark-Lite Firestarter (1) each
5. Tinder-quik# (1) each
6. Duct Tape Roll - 2" x 50" Grey (1) each
7. Needle, Miscellaneous Sizes, SS (1) packet

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8. Thread, Spool, Cotton, White or Black (1) Spool
9. Fish Hooks - #6, #8, or #10 (1) package
10. Scalpel, Disposable,#6- 5 3/16" (13.1cm) (1) each
11. Safety Pins, Combination Size, 20 each (1) packet
12. Nylon Rope (25) feet
13. Waterproof Matches (1) Box of 25
14. Can Opener, SS, Twist Handle (1) Manual
15. Bottle Opener, SS (1) Manual
16. Candle(s) (1) each Small 2"
17. Salt, Iodized 4 oz.
18. Soap 1 oz.
19. Eating Utensils - (Heavy Duty Plastic Fork, Spoon, Knife) 2 sets
20. Flashlight - 1 7/16" L x 7/8" W x 3/4 " D with batteries 1

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 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

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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

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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.Manufacture

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