

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group 10136 - CATHETERS, C.R. BARD PRODUCT LINE S.U.N.Y. UNIVERSITY HOSPITAL @ STONY BROOK
		Classification Code(s): 42
Award Number	:	<u>C-02611</u> (Replaces Award C-3658)
Contract Period	:	March 1, 2003 through February 28, 2005
Bid Opening Date	:	December 10, 2002
Date of Issue	:	February 10, 2003
Specification Reference	:	As Incorporated In The Request for Quotation
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

Name : William Englander
Title : Purchasing Officer I
Phone : 518-474-3822
Fax : 518-474-1563
E-mail : william.englisher@ogs.state.ny.us

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

C. R. Bard, Inc. Catheters and Associated products for diagnostic and interventional medical procedures. Bard Access Systems.

PR # 02611

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC60097	BARD ACCESS SYSTEMS 5425 W. Amelia Earhart Drive Salt Lake City, UT 84116	800-545-0890 Jim Beasly Fax: 801-595-5436 Company Web: www.bardaccess.com	870385835

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the bid solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. S.U.N.Y. Stony Brook University Hospital, Loading Dock Attn: CSS Stony Brook, N.Y. 11794-9111 including tailgate delivery.
In addition, delivery locations may be expanded per the "Extension of Use" clause.

(continued)

C. R. Bard Product Line - Catheter products S.U.N.Y.
University Hospital - Stony Brook, N. Y.

<u>Item No.</u>	<u>Product Description</u>	<u>Price Each</u>	<u>CR Bard Product No</u>
1.	2.7 Fr Broviac Catheter	\$131.00	0600042
2.	4.2 Fr Broviac Catheter	\$72.00	0600060
3.	6.6 Fr Broviac Catheter	\$56.00	0600100
4.	9.6 Fr Broviac Catheter	\$56.00	0600160
5.	7 Fr Hickman Catheter with Percutaneous Interducer Kit	\$187.00	0600572
6.	9 Fr Pediatric Hickman Catheter with Percutaneous Interducer Kit	\$147.08	0600580
7.	9 Fr Hickman Catheter with Percutaneous Introducer Kit	\$153.00	0600600
8.	12 Fr Hickman Catheter with Percutaneous Introducer Kit	\$187.00	0600622
9.	10 Fr. Leonard Catheter with Percutaneous Introducer Kit	\$187.00	0600632
10.	13.5 Fr Leonard Catheter with Percutaneous Introducer Kit	\$183.86	0600662
11.	5 Fr Peel-Apart Percutaneous Catheter	\$40.02	0601410
12.	7 Fr Peel-Apart Percutaneous Catheter	\$40.02	0601430
13.	10 Fr Peel-Apart Percutaneous Catheter	\$40.02	0601460
14.	13 Fr Peel-Apart Percutaneous Catheter	\$40.02	0601490
15.	Repair Kit for 4.2 Fr. Broviac, Hickman & Leonard Catheters	\$84.00	0601610
16.	Repair Kit for 6.6 Fr Broviac, Hickman & Leonard Catheters	\$65.00	0601620
17.	Repair Kit for Broviac, Hickman & Leonard Catheters, Red Leg	\$60.56	0601690

(continued)

C. R. Bard Product Line - Catheter products S.U.N.Y.
 University Hospital - Stony Brook, N. Y.

<u>Item No.</u>	<u>Product Description</u>	<u>Price Each</u>	<u>CR Bard Product No</u>
18.	Repair Kit for 10 Fr Broviac, Hickman & Leonard Catheters	\$94.00	0601750
19.	10 Fr MRI Dual Port Preattached Open-Ended Catheter Basic Tray	\$450.00	0602170
20.	6.6 Fr Low Profile Port with Peel-Apart Introducer Kit	\$300.00	0602190
21.	6.6 Fr Titanium Port with Peel-Apart Introducer Kit	\$300.00	0602290
22.	Non-Coring Needle-19 Gauge X.75", packed 12/case	\$30.00 case \$2.50 ea.	0602500
23.	Non-Coring Needle-19 Gauge X1.00", packed 12/case	\$30.00 case \$2.50 ea.	0602510
24.	Non-Coring Needle-19 Gauge X1.50", packed 12/case	\$30.00 case \$2.50 ea.	0602520
25.	Non-Coring Needle-20 Gauge X.75", packed 12/case	\$30.00 case \$2.50 ea.	0602530
26.	Non-Coring Needle-20 Gauge X1.50", packed 12/case	\$30.00 case \$2.50 ea.	0602550
27.	Non-Coring Needle-22 Gauge X.75", packed 12/case	\$30.00 case \$2.50 ea.	0602560
28.	9.6 Fr MRI Port with Peel-Apart Introducer Kit	\$300.00	0602660
29.	Non-Coring Needle-19 Gauge X.50", packed 20/case	\$50.00 case \$2.50 ea.	0603300
30.	Non-Coring Needle-25 Gauge X1.50", packed 20/case	\$50.00 case \$2.50 ea.	0603320
31.	Non-Coring Needle-22 Gauge X.75", packed 20/case	\$50.00 case \$2.50 ea.	2205220
32.	Non-Coring Needle-22 Gauge X.75", packed 20/case	\$50.00 case \$2.50 ea.	2205222
33.	Non-Coring Needle-22 Gauge X1.00", packed 20/case	\$50.00 case \$2.50 ea.	2206220

(continued)

C. R. Bard Product Line - Catheter products S.U.N.Y.
University Hospital - Stony Brook, N. Y.

<u>Item No.</u>	<u>Product Description</u>	<u>Price Each</u>	<u>CR Bard Product No</u>
34.	Non-Coring Needle-22 Gauge X1.00", packed 20/case	\$50.00 case \$2.50 ea.	2206222
35.	Titanium Port with Attachable Open-Ended 6.6 French Catheter, packed 5/case	\$300.00	0602220
36.	Titanium Port with Preattached Open-Ended 6.6 French Catheter	\$300.00	0602280
37.	Titanium Port with Attachable 8.0 French ChronoFlex Catheter	\$300.00	0605300
38.	Titanium Port with Attachable Open-Ended 9.6 French Catheter	\$300.00	0602210
39.	Titanium Port with Preattached Open-Ended 9.6 French Catheter	\$300.00	0602260
40.	Hickman 12 French Dual Lumen Catheter	\$94.00	0601710
41.	Hickman Triple Lumen Catheter Leg	\$65.00	0601730
42.	Hickman 12.5 French Triple Lumen Catheter	\$126.00	0601740
43.	Repair Kit for Hickman 13.5 French dual lumen Catheters	\$65.00	0601770
44.	Repair kit for Hickman 13.5 French dual lumen Catheters	\$65.00	0601780
45.	Winged Infusion Set with Injection Site 22 Gauge x 0.50	\$2.50	0603310
46.	Groshong 9.5 French Dual Lumen Catheter (Red Connector)	\$10.40	7712500
47.	Groshong 9.5 French Dual Lumen Catheter (White Connector)	\$10.40	7712510
48.	Groshong 9.5 and 5.0 Fr. Dual Lumen Catheter Leg Repair Kit	\$76.20	7740000

(continued)

C. R. Bard Product Line - Catheter products S.U.N.Y.
University Hospital - Stony Brook, N. Y.

<u>Item No.</u>	<u>Product Description</u>	<u>Price Each</u>	<u>CR Bard Product No</u>
49.	Hickman 12.5F Triple Lumen Catheter	\$253.00	0600652
50.	Broviac 2.7F Single Lumen Catheter	\$84.00	0601600
51.	Hickman 90.6F Repair Kit Single Lumen Catheter	\$65.00	0601630
52.	Hickman & Leonard Triple Lumen Catheter Repair Kit	\$50.56	0601680
53.	Peel apart Percutaneous introducer 16F	\$40.02	0601520
54.	Hickman 9F Dual Lumen Catheter	\$94.00	0601700
55.	7 French, dbl. Lumen Ped. Hickman Catheter	\$147.08	0600570
56.	Titanium implantable port 6.1 French	\$300.00	0602200
57.	Repair kit for 10 French triple Lumen Hickman Catheter	\$126.00	0601790
58.	Titanium implantable port 14.3 French	\$300.00	0603000

PRICE LIST FOR ITEMS 1-58 Bard Access Systems dated January 1, 2003

MANUFACTURER: Bard Access Systems

GUARANTEED DELIVERY: 5 Days A/R/O - based on product availability.

Person to contact for expediting New York State contract orders:

CUSTOMER SERVICES
TOLL FREE Telephone Number: 800-545-0890
Fax Number: 800-595-4948

Person or Persons to contact in the event of an emergency occurring after business hours or on weekends/holidays:

Normal Business Hours: Monday - Friday 7:30 a.m. - 4:30 p.m. MST
CUSTOMER SERVICES
Answering Service
Toll Free Telephone Number: 800-545-0890
Fax Number: 801-595-4948

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

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CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

If a purchase order is not received from the agency listed within two weeks after receipt of this award, the contractor should contact the agency directly requesting the submission of a purchase order. The Agency contact person is Marion D. Schlee, who can be reached at 631-444-4062.

NOTE TO CONTRACTOR:

In the event a specified manufacturer's product listed in the Contract Award Notification becomes unavailable or cannot be supplied to the State by the contractor for any reason (except as provided for in the "Savings/Force Majeure" clause in Appendix B, OGS General Specifications), a product deemed by the Office of General Services to be equal to or better than the specified product must be substituted by the contractor at no additional cost or expense to the State.

OVERLAPPING CONTRACT ITEMS:

Products available in this contract may also be available from other State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for this selection.

PSG's PROTEST POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of complaints through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written protests. A copy of PSG's Bid Protest Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Bid Protest Procedures for Vendors."

MINIMUM ORDER:

Minimum order shall be \$50.00

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs of \$12.00 from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill.

Agencies are encouraged to order in quantities exceeding the minimum, in order to avoid extra shipping charges.

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CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a term of two (2) years as stated on the Request for Quotation except that the commencement and termination dates appearing on the Request for Quotation may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

However, the State may unilaterally cancel the contract on a monthly basis any time after the initial twelve (12) months by providing written notification at least one (1) month prior to the effective date of cancellation. The minimum term of the contract shall be twelve (12) months. This provision does not affect the State's right of suspension or cancellation contained in the "Suspension of Work" and "Cancellation" clauses in Appendix B, OGS General Specifications.

Prices or discounts quoted are to be firm for the entire period of the contract. Price escalation or discount reduction will not be allowed and is specifically excluded from the terms and conditions of the Invitation for Bid, its specifications and subsequent contract award. Price decreases or discount increases are permitted at any time.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

PRICE SHEETS AND CATALOGS:

Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

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INSTRUCTION MANUALS:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
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The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Recycled or Recovered Materials" in Appendix B, OGS General Specifications.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate whether or not they will accept the NYS Purchasing Card for orders up to \$2,500 (see Questions at end of bid document).

(continued)

**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
 Customer Services, Room 3711
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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