

**NEW YORK STATE
OFFICE OF GENERAL SERVICES
PROCUREMENT SERVICES GROUP
38th Floor - Corning Tower Building
Empire State Plaza
Albany, New York 12242**

Contract Award Notification

Title	: Group 10136 - Catheters, C. R. Bard Product Line (SUNY @ Stony Brook)
Award Number	: C-3658 (New)
Contract Period	: December 1, 1998 to November 30, 2000
Bid Opening Date	: August 31, 1998
Date of Issue	: January 22, 1999
Specification Reference	: As Incorporated in the Request for Quotation

Address Inquiries To:

Name	: James Gelston
Title	: Purchasing Officer I
Phone	: 518-474-0417
Fax	: 518-474-1563
E-mail	: James.Gelston@ogs.state.ny.us

Description

Various Bard Access Systems, Inc. (C. R. Bard, Inc.) Catheters and Associated Products for diagnostic and interventional medical procedures.

PR # 9233-T

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC54332	*C. R. BARD, INC. 111 Spring Street Murray Hill, NJ 07974-1195 Attn: Corp. Contract Sales	908-277-8380 Karolyn A. Suszynski FAX: 908-277-8073	221454160
*Note:	All orders should be sent to: Bard Access Systems, Inc. 5425 West Amelia Earhart Drive Salt Lake City, UT 84116 All remittances should be sent to: Bard Access Systems, Inc. P.O. Box 75767 Charlotte, NC 28275	1-800-545-0890	

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

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

FOR TAX FREE TRANSACTIONS UNDER THE INTERNAL REVENUE CODE, THE NEW YORK STATE REGISTRATION NUMBER IS **14740026K**.

NOTE TO AGENCY:

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

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the 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 includes all customs duties and charges is net, F.O.B. destination SUNY Stony Brook University Hospital, Loading Dock Attn: CSS Stony Brook, NY 11794 including tailgate delivery.

(continued)

Catheter products for SUNY Stony Brook
University Hospital

<u>Item</u> <u>No.</u>	<u>Bard Product Description</u>	<u>Price</u>	<u>Bard Access Systems</u> <u>Product Nos.</u>
1.	2.7 Fr Broviac Catheter	\$131.00/Ea.	0600042
2.	4.2 Fr Broviac Catheter	72.00/Ea.	0600060
3.	6.6 Fr Broviac Catheter	56.00/Ea.	0600100
4.	9.6 Fr Broviac Catheter	56.00/Ea.	0600160
5.	7 Fr Hickman Catheter with Percutaneous Introducer Kit	187.00/Ea.	0600572
6.	9 Fr Pediatric Hickman Catheter with Percutaneous Introducer Kit	147.08/Ea.	0600580
7.	9 Fr Hickman Catheter with Percutaneous Introducer Kit	153.00/Ea.	0600600
8.	12 Fr Hickman Catheter with Percutaneous Introducer Kit	187.00/Ea.	0600622
9.	10 Fr Leonard Catheter with Percutaneous Introducer Kit	187.00/Ea.	0600632
10.	13.5 Fr Leonard Catheter with Percutaneous Introducer Kit	183.86/Ea.	0600662
11.	Standard Adult Peritoneal Dialysis Catheter	61.65/Ea.	0600860
12.	Standard Adult Peritoneal Dialysis Catheter	61.65/Ea.	0600870
13.	Repair Extension Kit for Tenckhoff Catheter	60.00/Ea.	0600970
14.	5 Fr Peel-Apart Percutaneous Catheter	40.02/Ea.	0601410

(continued)

Catheter products for SUNY Stony Brook
University Hospital (Cont'd)

Item No.	Bard Product Description	Price	Bard Access Systems Product Nos. _____
15.	7 Fr Peel-Apart Percutaneous Catheter	\$ 40.02/Ea.	0601430
16.	10 Fr Peel-Apart Percutaneous Catheter	40.02/Ea.	0601460
17.	13 Fr Peel-Apart Percutaneous Catheter	40.02/Ea.	0601490
18.	Repair Kit for 4.2 Fr Broviac, Hickman & Leonard Catheters	84.00/Ea.	0601610
19.	Repair Kit for 6.6 Fr Broviac, Hickman & Leonard Catheters	65.00/Ea.	0601620
20.	Repair Kit for Broviac, Hickman & Leonard Catheters, Red leg	60.56/Ea.	0601690
21.	Repair Kit for 10 Fr Broviac, Hickman & Leonard Catheters	94.00/Ea.	0601750
22.	10 Fr MRI Dual Port Preattached Open-Ended Catheter Basic Tray	450.00/Ea.	0602170
23.	6.6 Fr Low Profile Port with Peel-Apart Introducer Kit	300.00/Ea.	0602190
24.	6.6 Fr Titanium Port with Peel-Apart Introducer Kit	300.00/Ea.	0602290
25.	Non-Coring Needle-19 Gauge X.75", packed 12/case	30.00/Cs. 2.50/Ea.	0602500
26.	Non-Coring Needle-19 Gauge X1.00", packed 12/case	30.00/Cs. 2.50/Ea.	0602510
27.	Non-Coring Needle-19 Gauge X1.50", packed 12/case	30.00/Cs. 2.50/Ea.	0602520
28.	Non-Coring Needle-20 Gauge X.75", packed 12/case	30.00/Cs. 2.50/Ea.	0602530

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Catheter products for SUNY Stony Brook
University Hospital (Cont'd)

<u>Item</u> <u>No.</u>	<u>Bard Product Description</u>	<u>Price</u>	<u>Bard Access Systems</u> <u>Product Nos.</u>
29.	Non-Coring Needle-20 Gauge X1.50", packed 12/case	\$ 30.00/Cs 2.50/Ea.	0602550
30.	Non-Coring Needle-22 Gauge X.75", packed 12/case	30.00/Cs. 2.50/Ea.	0602560
31.	9.6 Fr MRI Port with Peel-Apart Introducer Kit	300.00/Ea.	0602660
32.	Non-Coring Needle-19 Gauge X.50", packed 20/case	50.00/Cs. 2.50/Ea.	0603300
33.	Non-Coring Needle-25 Gauge X1.50", packed 20/case	50.00/Cs. 2.50/Ea.	0603320
34.	Non-Coring Needle-22 Gauge X.75", packed 20/case	50.00/Cs. 2.50/Ea.	2205220
35.	Non-Coring Needle-22 Gauge X.75", packed 20/case	50.00/Cs. 2.50/Ea.	2205222
36.	Non-Coring Needle-22 Gauge X1.00", packed 20/case	50.00/Cs. 2.50/Ea.	2206220
37.	Non-Coring Needle-22 Gauge X1.00", packed 20/case	50.00/Cs. 2.50/Ea.	2206222
38.	5 Fr Groshong Dual Lumen Catheter, packed 5/case	1,730.00/Cs. 346.00/Ea.	7726502
39.	Titanium Port with Attachable Open-Ended 6.6 French Catheter, packed 5/case	381.00/Cs. 76.20/Ea.	0602220
40.	Titanium Port with Preattached Open-Ended 6.6 French Catheter	300.00/Ea.	0602280
41.	Titanium Port with Attachable 8.0 French ChronoFlex Catheter.	300.00/Ea.	0605300

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Catheter products for SUNY Stony Brook
University Hospital (Cont'd)

<u>Item No.</u>	<u>Bard Product Description</u>	<u>Price</u>	<u>Bard Access Systems Product Nos.</u>
42.	Titanium Port with Attachable Open-Ended 9.6 French Catheter	\$300.00/Ea.	0602210
43.	Titanium Port with Preattached Open-Ended 9.6 French Catheter	300.00/Ea.	0602260
44.	Hickman 12 French Dual Lumen Catheter	94.00/Ea.	0601710
45.	Hickman Triple Lumen Catheter Leg	65.00/Ea.	0601730
46.	Hickman 12.5 French Triple Lumen Catheter	126.00/Ea.	0601740
47.	Repair Kit for Hickman 13.5 French Dual Lumen Catheters	65.00/Ea.	0601770
48.	Repair Kit for Hickman 13.5 French dual Lumen Catheters	65.00/Ea.	0601780
49.	Winged Infusion Set With Injection Site 22 Gauge X 0.50, packed 20/case	50.00/Cs. 2.50/Ea.	0603310
50.	Groshong 9.5 French Dual Lumen Catheter (Red Connector), packed 10/case	104.00/Cs. 10.40/Ea.	7712500
51.	Groshong 9.5 French Dual Lumen Catheter (White Connector), packed 10/case	104.00/Cs. 10.40/Ea.	7712510
52.	Groshong 9.5 and 5.0 Fr. Dual Lumen Catheter Leg Repair Kit, packed 5/case	381.00/Cs. 76.20/Ea.	7740000

(continued)

Catheter products for SUNY Stony Brook
University Hospital (Cont'd)

<u>Item</u> <u>No.</u>	<u>Bard Product Description</u>	<u>Price</u>	<u>Bard Access Systems</u> <u>Product Nos.</u>
53.	Hickman 12.5F Triple Lumen Catheter	\$253.00/Ea.	0600652
54.	Broviac 2.7F Single Lumen Catheter	84.00/Ea.	0601600
55.	Hickman 90.6F Repair Kit Single Lumen Catheter	65.00/Ea.	0601630
56.	Hickman & Leonard Triple Lumen Catheter Repair Kit	60.56/Ea.	0601680
57.	Peel apart Percutaneous Introducer 16F	40.02/Ea.	0601520
58.	Hickman 9F Dual Lumen Catheter	94.00/Ea.	0601700

Manufacturer (fabricator): Bard Access Systems

Guaranteed Delivery: 2 Days A/R/O

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.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract items have been delivered in satisfactory condition. 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 No., description of material, 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.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, they 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.

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NOTE TO CONTRACTOR:

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

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 Tom Dow, who can be reached at 516/444-4981.

PUBLIC OFFICERS LAW:

All contractors and contractor employees must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State. In signing the bid, each contractor has guaranteed knowledge and full compliance with those provisions for this and any other dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the State and/or State employees. Failure to comply with those provisions may result in cancellation of contract, disqualification from the bidding process and in other civil or criminal proceedings as required by law.

NOTE TO CONTRACTOR:

In the event a specified manufacturer's commodity 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 Clause of the General Specification) a product deemed by the Office of General Services to be equal to or better than the specified commodity must be substituted by the contractor at no additional cost or expense to the State.

OVERLAPPING CONTRACT ITEMS:

Items 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.

PURCHASE ORDERS:

Purchase orders are effective and binding upon the contractor when placed in the mail, faxed or electronically transmitted prior to the termination of the contract to the contractor at the address or facsimile number shown herein.

MINIMUM ORDER:

Minimum order shall be manufacturer's standard shipping package.

DELIVERY:

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order.

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DELIVERY: (Cont'd)

Delivery shall be made in accordance with instructions on Purchase Order from the agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

QUANTITIES:

The quantities or dollar values listed are estimated only. However, the contract shall be for the quantities or dollar values actually ordered during the contract period.

CONTRACT PERIOD:

Either the contractor or the State may unilaterally cancel the contract on a monthly basis any time after the initial twelve (12) months by providing written notification to the other party. The minimum term of the contract shall be twelve (12) months.

Notification of cancellation must be received by the intended recipient at least three (3) months prior to the requested date of cancellation. Cancellation will become effective the first of the month following the 3-month notification.

Prices quoted are to be firm for the entire period of the contract. Price escalation will not be allowed and is specifically excluded from the terms and conditions of the Request for Quotation, its specifications and this award.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be extended under the same terms and conditions for an additional period not to exceed twelve months.

GURANTEE:

The bidder guarantees that the product offered is new product (or re-manufactured to meet new specifications). Every unit delivered must be guaranteed against faulty material and workmanship. Faulty material shall be replaced without any cost to the State including any charges for parts, labor and transportation.

YEAR 2000 WARRANTY

DEFINITIONS:

"Product" shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term "Product" shall include resulting deliverables.

"Vendor's Product" shall include all Product delivered under this Agreement by Vendor other than Third Party Product.

"Third Party Product" shall include product manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. "Third Party Product" does not include product where Vendor is: a) a corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

(continued)

YEAR 2000 WARRANTY (Cont'd)

WARRANTY STATEMENT:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

Vendor also warrants all services associated with product(s) shall immediately perform, without interruption, in accordance with above requirements. Such services include, but are not limited to, billing, invoicing and the processing of maintenance and warranty claims.

WARRANTY DISCLOSURE (to be provided by vendor with bid):

For Vendor Products and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's installed Product) which have been specified to perform as a system and for Services associated with Products: Compliance or non-compliance of the Products and Services individually or as a system with the Warranty Statement set forth above; and

For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said Third Party Warranty from the Third Party Manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement.

This warranty shall survive beyond termination or expiration of the Agreement. Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this agreement.

ASSIGNMENT OF MONIES:

Approval of the Commissioner is not required for the assignment of monies due for contract deliveries. However, such assignments must be filed by the contractor directly with the Office of the State Comptroller.

Copies of any assignment of monies notification must also be sent by the contractor to the N.Y.S. Office of General Services, Procurement Services Group.

PAYMENTS OF INTEREST:

The payment of interest on certain payments due and owed by a State agency may be made in accordance with the criteria established in Article 11A of New York State Finance Law and the Comptroller's Bulletin No. A-91.

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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 Description</u>	<u>Total Quan. Shipped</u>	<u>Total \$ Value</u>
	(Size, Stock No., etc.)	(To be in Units listed in the Invitation for Bids)	

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 award and shall reference the commodity group number, the Invitation for Bids number, contract number, sales period, and contractor's name.

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

REBATES:

The Office of General Services has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

USE OF RECYCLED MATERIALS:

Notwithstanding the prohibition against used, damaged or obsolete items set forth in paragraph 11 of the General Specifications dated September 1983, New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled 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 unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein.

IMPORTANT NOTICE TO BIDDERS/RESULTANT CONTRACTORS AND STATE AGENCIES -
"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the product(s) included in the Notice of Contract Award are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase product(s) from sources other than the contractor provided that such product(s) are substantially similar in function, form or utility to the product(s) herein and are:

1. lower in price
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

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IMPORTANT NOTICE TO BIDDERS/RESULTANT CONTRACTORS AND STATE AGENCIES -
"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT: (Cont'd)

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office (currently for transactions in excess of \$10,000) and competitive bidding of requirements exceeding the discretionary bid limit (currently at \$15,000). State agencies should refer to CL-135 dated October 7, 1994 for complete procedural and reporting requirements under the "OGS or Less" Guidelines.

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**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 commodity, please make copies as needed. This office will use the information provided to take any necessary actions. **If necessary, a copy of this form should be provided to the product end user.**

Contractor: _____ Contract No. _____

Commodity provided (please identify): _____

	Excellent	Good	Acceptable	Unacceptable
• Commodity meets your needs				
• Commodity 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: _____
 Title: _____
 Address: _____ Date: _____
 Phone: _____
 E-mail: _____

Please detach or photocopy this form & return by fax (518/474-1563) or mail to:

The Purchasing Officer listed on the front of this contract
 OGS PROCUREMENT SERVICES GROUP
 Corning 2nd Tower
 Empire State Plaza
 Albany, New York 12242
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