

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 10162 - SAFETY NEEDLES, SYRINGES AND SHARPS CONTAINERS (Statewide)
		Classification Code: 42
Award Number	:	<u>19951</u> (Replaces Award 01063-G)
Contract Period	:	December 14, 2005 to December 13, 2011
Bid Opening Date	:	September 22, 2005
Date of Issue	:	December 14, 2005 (Revised April 21, 2011)
Specification Reference	:	As Incorporated in the Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Ayana Mendoza Title : Purchasing Officer I Phone : 518-474-3034 Fax : 518-474-5052 E-mail : ayana.mendoza@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

Safety Needles, Syringes and Sharps Containers. The Retractable Technologies, Inc. and Tyco Healthcare Group Kendall product lines are included in this contract award.

PR # 19951

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62168	CAPITOL MEDICAL, INC. 5341 Jaycee Avenue Harrisburg, PA 17112	Brian K. Usko President 800-242-4216 Fax: 717-545-6580 E-mail: busko@capitolmed.com	23-2209049

Person to contact for expediting New York State contract orders:

Name: Brian K. Usko
Title: President
Toll Free Telephone No.: 800-242-4216
Fax No.: 717-545-6580
E-mail address: busko@capitolmed.com

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

Normal Business Hours: M-F 8:00 AM-4:30 PM
Name: Steve Gill
Title: Operations Manager
Telephone No.: 800-242-4216 ext. 222
Fax No.: 717-545-6580
E-mail address: sgill@capitolmed.com

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

(continued)

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

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 shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering agency including tailgate delivery.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

(continued)

LOT I: BLOOD & SPECIMEN COLLECTION PRODUCTS

Product Line

Retractable Technologies, Inc.

Products offered: (See Page 4 for Pricing)

Manufacturer: Retractable Technologies, Inc.

Guaranteed Delivery: 3 Days A/R/O

Minimum Order: 1 Case (Except for Item #22711 - a case is not available)

Contractor accepts the New York State Procurement Card for orders up to \$15,000.00.

VanishPoint blood collection products		Price Ea.	Box Price	Case Price
Catalog Number	Description			
22701	VanishPoint blood collection tube holder - 250 units per case	0.30	N/A	\$60.00
22711	VanishPoint small diameter tube adapter - 25 units per box	0.18	\$3.60	N/A

CONTRACTOR: LOT I - CAPITOL MEDICAL, INC.

LOT II: NEEDLES AND SYRINGES

A. Retractable Technologies, Inc.

B. Tronex - NO AWARD

Product Line

A. Retractable Technologies, Inc.

Products offered: (See Page 4 & 5 for Pricing)

Manufacturer: Retractable Technologies, Inc.

Guaranteed Delivery: 3 Days A/R/O

Minimum Order: 1 Case

Contractor accepts the New York State Procurement Card for orders up to \$15,000.00.

VanishPoint Allergy Syringe Tray - 25 per tray/1000 per case		Price Ea.	Box Price	Case Price
Catalog Number	Description			
10134	1cc VanishPoint Allergy Syringes 27G x 1/2"	\$0.44	N/A	\$352.00

1cc VanishPoint Syringes - 100 per box/ 800 per case

Catalog Number	Description			
10131	1cc VanishPoint tuberculin syringe 27G x 1/2"	\$0.35	\$35.20	\$281.60
10151	1cc VanishPoint tuberculin syringe 25G x 5/8"	\$0.35	\$35.20	\$281.60
10161	1cc VanishPoint tuberculin syringe 25G x 1"	\$0.35	\$35.20	\$281.60
10211	1cc VanishPoint U-100 insulin syringe 29G x 1/2"	\$0.35	\$35.20	\$281.60

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LOT II: NEEDLES AND SYRINGES (CONT'D)

3cc VanishPoint syringes - 100 per box/ 600 per case

Catalog Number	Description			
10301	3cc VanishPoint syringe 25G x 5/8"	\$0.31	\$30.80	\$184.80
10391	3cc VanishPoint syringe 25G x 1"	\$0.31	\$30.80	\$184.80
10311	3cc VanishPoint syringe 23G x 1"	\$0.31	\$30.80	\$184.80
10321	3cc VanishPoint syringe 23G x 1 1/2"	\$0.31	\$30.80	\$184.80
10331	3cc VanishPoint syringe 22G x 1"	\$0.31	\$30.80	\$184.80
10341	3cc VanishPoint syringe 22G x 1 1/2"	\$0.31	\$30.80	\$184.80
10351	3cc VanishPoint syringe 21G x 1"	\$0.31	\$30.80	\$184.80
10361	3cc VanishPoint syringe 21G x 1 1/2"	\$0.31	\$30.80	\$184.80
10371	3cc VanishPoint syringe 20G x 1"	\$0.31	\$30.80	\$184.80
10381	3cc VanishPoint syringe 20G x 1 1/2"	\$0.31	\$30.80	\$184.80

5cc VanishPoint syringes - 100 per box/ 600 per case

Catalog Number	Description			
10531	5cc VanishPoint syringe 22G x 1"	\$0.47	\$37.60	\$225.60
10541	5cc VanishPoint syringe 22G x 1 1/2"	\$0.47	\$37.60	\$225.60
10551	5cc VanishPoint syringe 21G x 1"	\$0.47	\$37.60	\$225.60
10561	5cc VanishPoint syringe 21G x 1 1/2"	\$0.47	\$37.60	\$225.60
10571	5cc VanishPoint syringe 20G x 1"	\$0.47	\$37.60	\$225.60
10581	5cc VanishPoint syringe 20G x 1 1/2"	\$0.47	\$37.60	\$225.60

10cc VanishPoint syringes - 100 per box/ 600 per case

Catalog Number	Description			
11031	10cc VanishPoint syringes 22G x 1"	\$0.49	\$39.20	\$235.20
11041	10cc VanishPoint syringes 22G x 1 1/2"	\$0.49	\$39.20	\$235.20
11051	10cc VanishPoint syringe 21G x 1"	\$0.49	\$39.20	\$235.20
11061	10cc VanishPoint syringe 21G x 1 1/2"	\$0.49	\$39.20	\$235.20
11071	10cc VanishPoint syringe 20G x 1"	\$0.49	\$39.20	\$235.20
11081	10cc VanishPoint syringe 20G x 1 1/2"	\$0.49	\$39.20	\$235.20

CONTRACTOR: LOT II - CAPITOL MEDICAL, INC.

LOT III: SHARPS CONTAINERS NO AWARD

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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 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.

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.

NOTE TO AGENCY:

Orders under this contract are to be submitted directly to the contractor.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

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MINIMUM ORDER:

Minimum order shall be 1 case.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B.

destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

DELIVERY:

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

Product is required as soon as possible.

Delivery shall be made in accordance with instructions on Purchase Order from each 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.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for the term as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids 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.

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.

CANCELLATION FOR CONVENIENCE

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

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.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.

Where accessories are to be supplied, they must be compatible with the rest of the product.

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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 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.

OVERLAPPING CONTRACT ITEMS:

Products/services available in the resulting contract may also be available from other New York State contracts. Contract users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed \$10,000 (see Questions at end of bid document).

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification 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 products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products 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.).

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 and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

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**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
 37th Floor Corning Tower - Empire State Plaza
 Albany, New York 12242
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