

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

<b>Title</b>	<b>:</b>	<b>Group 11903 - Orthopedic Equipment (Implantable Prosthesis Appliances and Associated Products)</b>	
		<b>Classification Code(s): 42</b>	
<b>Award Number</b>	<b>:</b>	<b>01612</b>	<b>(Replaces Award 4250-G)</b>
<b>Contract Period</b>	<b>:</b>	<b>February 1, 2002 through January 31, 2004</b>	
<b>Bid Opening Date</b>	<b>:</b>	<b>October 18, 2001</b>	
<b>Date of Issue</b>	<b>:</b>	<b>March 7, 2002</b>	
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids</b>	
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>	

### Address Inquiries To:

<b>All State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
Name : William Englander	Name : Judy Gibbons
Title : Purchasing Officer	Title : Purchase Coordinator
Phone : 518-474-3822	Phone : 518-474-6717
Fax : 518-474-1563	Fax : 518-474-2437
E-mail : <a href="mailto:william.englisher@ogs.state.ny.us">william.englisher@ogs.state.ny.us</a>	E-mail : <a href="mailto:customer.services@ogs.state.ny.us">customer.services@ogs.state.ny.us</a>

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

### Description

Award covers various product lines of Orthopedic Equipment including implantable knee, hip and shoulder systems, other plantable prosthesis appliances and associated products.

PR # 01612

(continued)

**NOTE: See individual contract items to determine actual awardees.**

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC58975	Biomet Orthopaedics, Inc. PO Box 587 Warsaw, IN 46581-0587	800-348-9500 ext. 1564 219-372-1564 Debra K. Nielsen Fax: 219-372-1723 E-mail: deb.nielsen@biometmail.com Website: www.biomet.com	351418342
PC58976	Smith & Nephew, Inc., Ortho Division 1450 Brooks Road Memphis, TN 38116	901-399-5005 David C. Farmer Fax: 901-399-5943 E-mail: davidfarmer@smithnephew.com Website: smithnephew.com	510123924
PC58977	Sulzer Orthopedics 9900 Spectrum Drive Austin, TX 78717	800-888-4676 512-432-9269 Gregg Wingrove Fax: 512-432-9261 E-mail: greg.wingrove@sous.com Website: sulzerortho.com	742206905
PC58978	Synthes 1690 Russell Road PO Box 1766 Paoli, PA 19301	610-719-6500 ext. 6753 Jolaine Allen Fax: 610-719-6637 E-mail: allenj@synthes.com	232465165
PC58979	Zimmer New England 2 Computer Drive West Albany, NY 12205	518-446-1202 ext. 11 J. Cucolo Fax: 518-446-0215 E-mail: joe.cucolo@zimmer.com	161518886

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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" at end of 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.

**NOTE TO AGENCY:**

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 of 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. destination any point in New York State as designated by the ordering agency including delivery inside storeroom door.

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

(continued)

**PRODUCT LINE:** **BIOMET**

Items Offered: Implants and Implant Instruments including Knee Systems, Hip Systems  
Extremity Systems, Cement Removal Systems, Trauma & Fixation Systems

Discount Offered: 5%

Identity of Price List: Y-NPG-039  
Effective October 1, 2001

Pages applicable: All Pages

Manufacturer: Biomet Orthopaedics, Inc.

Guaranteed Delivery: 7 Days A/R/O

Contractor offers Electronic Access Ordering (EDI).

Contractor accepts the NYS Procurement Card for orders up to \$2,500.00. No additional discount is offered for purchases made by NYS Procurement Card.

In addition to the contractor, orders may be sent to:

Tracy Weiss  
Biomet of Greater New York  
222 Westbury Ave.  
Carle Place, NY 11514  
Ph.: (516) 333-0300  
Fax: (516) 333-0364

Michael Fusilli  
Precision, Inc.  
2144 Brighton-Henietta Townline Rd.  
Rochester, NY 14623  
Ph.: (716) 424-6100  
Fax: (716) 424-6141

All purchase orders and payments should be made out to the contractor.

CONTRACTOR: BIOMET ORTHOPAEDICS, INC.

(continued)

**PRODUCT LINE:** **SMITH & NEPHEW**

Items Offered: Total Hip, Knee, Shoulder Systems, Cable Systems, Endoprosthesis Systems, Cementing Systems, External Fixation, Fracture Management System, Hip Screw System, Pins, Bone Screws and Associated Products.

Discount Offered: 5%

Identity of Price List: Smith & Nephew Orthopaedic Division Price List & Number 7198-0791  
January 1, 2001

Pages Applicable: All Pages

Manufacturer: Smith & Nephew Inc.

Guaranteed Delivery: 10 Days A/R/O

Contractor offers Electronic Access Ordering (EDI).

Contractor will also accept the NYS Procurement Card for orders up to \$2,500.00 with no additional discount offered.

Point of Contact for NYS orders:

Bob Castleman  
Toll Free Tele: (800)-238-7538  
Tel: (901) 399-5380  
Fax: (800) 238-7538  
E-mail: bobcastleman@smithnephew.com

CONTRACTOR: SMITH AND NEPHEW, INC.

(continued)

**PRODUCT LINE: SULZER ORTHOPEDICS INC.**

Items Offered: Femoral Hip Systems, Primary, Natural and Revision and Associated Products. Acetabular Systems, Primary and Revision Inter-Op Systems. Inter-Op Metasul Metal-on-Metal and Durasul Highly Crosslinked Polyethylene. Universal Implants, Staple Systems and Bone Screws. Knee Implants Systems, Shoulder Systems and Elbow Implants.

Discount Offered: 15%  
NET for New Technology Products which currently includes: Metasul for hips, Durasul for hips and knees, 38mm or larger heads, HA coated stems and Unispacer.

Identity of Price List: Sulzer Medica, Sulzer Orthopedics, Hospital Price List Number 1000-01-002F (H1)  
Dated January 1, 2001

Pages Applicable: All Pages

Manufacturer: Sulzer Orthopedics, Inc.

Guaranteed Delivery: 30 Days A/R/O

Contractor will accept the NYS Procurement Card for purchases up to \$2,500.00 with no additional discount offered.

Point of Contact for NYS orders:  
Maureen Gillen  
Marli Medical Supply Inc.  
166A Herricks Road  
Mineola, NY 11501  
Tel: (516) 739-0001  
Fax: (516) 739-8346  
E-mail: marli\_mea@yahoo.com

CONTRACTOR: SULZER OTHOPEDICS, INC.

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**PRODUCT LINE:** **SYNTHES**

Items Offered: Instruments and Implant Sets, Stainless Steel Implants cases, Trays and Screw Racks  
Screws, Pins, Nails, etc., Air-Powered Equipment

Discount Offered: NET, from New York State Price List

Identity of Price List: New York State Invitation for Bids #01612 for Orthopedic Equipment  
Group # 11903, October 18, 2001

Pages Applicable: All Pages

Manufacturer: Synthes (USA)

Guaranteed Delivery: 4 Days A/R/O

Contractor offers Electronic Access Ordering (EDI).

Point of Contact for NYS orders:

Customer Services

Tel: (610) 647-9700

Tel: (610) 523-0322

Fax: (610) 251-9050

CONTRACTOR: SYNTHES

(continued)

**PRODUCT LINE: ZIMMER**

Items Offered: Fracture Management Equipment, Manual and Powered Orthopedic Instruments,  
Prosthetic Implant and Specialty Orthopedic Products.

Discount Offered: NET

Identity of Price List: Zimmer Price List  
Dated January 1, 2001

Pages Applicable: All

Manufacturer: Zimmer, Inc.

Guaranteed Delivery: 10 Days A/R/O

Contractor offers Electronic Access Ordering (EDI).

Note: All orders shipped FOB destination UPS ground service only. Any rush orders requiring overnight service,  
shipping will be prepaid by Zimmer and added to the invoice.

All orders should be mailed or faxed to:

Zimmer New England,

Customer Services

10 Tech Circle

Natick, MA 01760

Fax: (508) 653-9181

Point of Contact for NYS orders:

Customer Service

Tel: (800) 999-6630

Tel: (508) 653-1655

Fax: (508) 653-9181

E-mail: [znewengland.albany@zimmer.com](mailto:znewengland.albany@zimmer.com)

Website: [www.zimmernewengland.com](http://www.zimmernewengland.com)

CONTRACTOR: ZIMMER, INC.

NOTE: PRODUCT LINES THAT ARE AWARD PENDING:

Agencies having requirements for the following product lines please notify this office at 518-474-3822 for  
purchasing instructions: Arthrex, Inc.

American Orthopedic Appliance Group

Howmedica Osteonics

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**DELIVERY:**

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

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.

**ESTIMATED QUANTITIES:**

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

**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.

**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.

**CONTRACT PERIOD AND RENEWALS:**

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 three (3) months prior to the effective date of cancellation. Cancellation will become effective the first month following the three-month notification. 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.

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. Price decreases or discount increases are permitted at any time.

**ESCALATOR CLAUSE FOR TWO YEAR CONTRACT:**

Prices are based on the manufacturer's established price list in effect at the time of the bid opening and are firm through January 31, 2003. Only one request for price escalation will be considered by the State. Such request will not be entertained any earlier than February 1, 2003 nor any later than July 31, 2003. Any price increase must be based on the manufacturer's established price list in effect at the time of the increase. Any increase shall be proportionate to the discount formula reflected in the original bid price. Decreases in discounts shall not be permitted. No escalation of price shall be allowed until such request has been reviewed in this office, and the contractor notified in writing of acceptance.

In the event the State finds the increase to be excessive, the right is reserved to unilaterally terminate the contract upon 90 days notice to the contractor.

The State must be notified of any and all price reductions subsequent to the contract commencement as evidenced by the manufacturer's established price list, and any such reduction must be extended to the State.

In the event of any contract extension, additional price adjustments will be considered on a yearly basis.

**CONTROLS:**

Absolute controls for sterility, toxicity, and pyrogenicity must be maintained and copies of such records must be immediately available to the State upon request.

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**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.

**RESERVATION:**

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$50,000.00.

**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.

**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>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.

**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](http://www.ogs.state.ny.us)). Click on "For Government-Contracts and Purchasing," then "About Procurement," then "Non-State Agency Legal References." 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 resulting from this bid solicitation 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.

**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.

**ELECTRONIC PAYMENTS:**

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or visit their website at [www.osc.state.ny.us](http://www.osc.state.ny.us).

**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.

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**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](http://www.ogs.state.ny.us)). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Bid Protest Procedures for Vendors."

**"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, Room 3711  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
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