

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

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [20133](#)

**DATE:** June 30, 2011

**GROUP:** 12403 – Dialysis Supplies, Perfusion  
Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Ayana Mendoza  
Purchasing Officer I  
(518) 474-3034  
[ayana.mendoza@ogs.state.ny.us](mailto:ayana.mendoza@ogs.state.ny.us)

**CONTRACT PERIOD:** July 26, 2006 -  
July 24, 2011

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/  
CONTRACT NO.:** Baxter Healthcare Corp.  
U.S. Renal Division/ PC62426

**SUBJECT:** **CONTRACT EXPIRATION NOTIFICATION**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contract for Group 12403 for Dialysis Supplies, Perfusion Products (Statewide) Award 20133 PC62426 with Baxter Healthcare Corporation U.S. Renal Division is set to expire on July 24, 2011.

Based on sales volumes OGS is not issuing a replacement contract.

All Authorized Users are reminded that purchases should be completed in accordance with applicable statutory requirements and guidelines after the expiration of this contract.

State agencies and contractors may direct communications pertaining to the above referenced contract to the Purchasing Officer listed above.

**All other terms and conditions of the award remain the same.**

New York State Office Of General Services  
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Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [20133](#)

**DATE:** January 19, 2011

**GROUP:** 12403 – Dialysis Supplies, Perfusion  
Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Ayana Mendoza  
Purchasing Officer I  
(518) 474-3034  
[ayana.mendoza@ogs.state.ny.us](mailto:ayana.mendoza@ogs.state.ny.us)

**CONTRACT PERIOD:** July 26, 2006 -  
July 24, 2011

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/  
CONTRACT NO.:** Baxter Healthcare Corp.  
U.S. Renal Division/ PC62426

**SUBJECT:** **PRICE LIST UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contract for Group 12403 Dialysis Supplies, Perfusion Products (Statewide) has been revised to include an updated price list dated January 11, 2011.

The revised award and updated price list can be found at the following url:

<http://www.ogs.state.ny.us/purchase/spg/awards/1240320133Can.htm>

Please direct communications pertaining to the above referenced contract to the Purchasing Officer listed above.

**All other terms and conditions of the award remain the same.**

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

## **PURCHASING MEMORANDUM**

### **CONTRACT AWARD NOTIFICATION UPDATE**

**AWARD NUMBER:** [20133](#)

**DATE:** July 13, 2010

**GROUP:** 12403 – Dialysis Supplies, Profusion Products  
(Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Ayana Mendoza  
Purchasing Officer I  
(518) 474-3034  
[ayana.mendoza@ogs.state.ny.us](mailto:ayana.mendoza@ogs.state.ny.us)

**CONTRACT PERIOD:** July 25, 2006 –  
July 24, 2011

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/  
CONTRACT NO.:** Baxter Healthcare Corporation  
PC62426

**SUBJECT:** **Contract Period Update**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

A clarification is provided regarding the term for the above-mentioned contract with Baxter Healthcare Corporation. The correct contract end date should be July 24, 2011 and not October 31, 2010. A revised award can be found at the following URL:

<http://www.ogs.state.ny.us/purchase/spg/awards/1240320133CAN.HTM>

Please contact the Purchasing Officer above if you should have any questions.

**All other terms and conditions remain unchanged.**

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

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [20133](#)

**DATE:** March 3, 2010

**GROUP:** 12403 – Dialysis Supplies, Profusion Products  
(Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Ayana Mendoza  
Purchasing Officer I  
(518) 474-3034  
[ayana.mendoza@ogs.state.ny.us](mailto:ayana.mendoza@ogs.state.ny.us)

**CONTRACT PERIOD:** January 26, 2006 – October 31, 2010

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR**

**CONTRACT NO.:** Baxter Healthcare Corp.  
PC62426

**SUBJECT:** Updated Price List

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The vendor, Baxter Healthcare Corp., has provided us, and we have accepted, an updated price list dated March 2, 2010. The Notice of Contract Award has been revised and pricing may be accessed via the Pricing Information link at the following url: <http://www.ogs.state.ny.us/purchase/spg/awards/1240320133CAN.HTM>

All other terms and conditions remain unchanged.

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

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [20133](#)

**DATE:** August 24 , 2006

**GROUP:** 12403 – Dialysis Supplies, Perfusion Products

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Jason D. Wilkie  
Purchasing Officer I  
(518) 474-4723  
[jason.wilkie@ogs.state.ny.us](mailto:jason.wilkie@ogs.state.ny.us)

**CONTRACT PERIOD:** July 26, 2006 -  
October 31, 2010

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** Baxter Healthcare Corporation  
**CONTRACT NO.:** PC62426

**SUBJECT: ADDITION OF PRODUCTS**

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for Baxter Healthcare Corporation, dated **August 23, 2006** which is effective immediately. Please refer to the pricing information button on the Contract Award Notification (CAN) for the updated price list.

Please contact the Purchasing Officer above if you should have any questions.

All other terms and conditions remain unchanged.

**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 12403 - DIALYSIS SUPPLIES, PERFUSION PRODUCTS (Statewide)</b><br><b>Classification Code: 42</b> |
| <b>Award Number</b>            | <b>:</b> | <b><u>20133</u></b> (Replaces Award C-01198)   |
| <b>Contract Period</b>         | <b>:</b> | <b>July 26, 2006 to October 31, 2010</b>   |
| <b>Bid Opening Date</b>        | <b>:</b> | <b>September 15, 2005</b>  |
| <b>Date of Issue</b>           | <b>:</b> | <b>July 26, 2006</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>State Agencies &amp; Vendors</b>   | <b>Political Subdivisions &amp; Others</b>   |
|---|--|
| <b>Name :</b> Jason Wilkie<br><b>Title :</b> Purchasing Officer I<br><b>Phone :</b> 518-474-4723<br><b>Fax :</b> 518-474-5052<br><b>E-mail :</b> <a href="mailto:jason.wilkie@ogs.state.ny.us">jason.wilkie@ogs.state.ny.us</a> | <b>Customer Services</b><br><b>Phone :</b> 518-474-6717<br><b>Fax :</b> 518-474-2437<br><b>E-mail :</b> <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**

This contract award is to provide various product lines of Dialysis Supplies (dialyzers, tubing, concentrates, solutions and related product) and Disposable perfusion Products (oxygenators, cardiomy reservoirs, monitoring lines, perfusion packs and related product).

PR #20133

(continued)

| <u>CONTRACT #</u> | <u>CONTRACTOR &amp; ADDRESS</u>   | <u>TELEPHONE #</u>  | <u>FED.IDENT.#</u> |
|-------------------|---|---|--------------------|
| PC62426           | BAXTER HEALTHCARE CORP.<br>U.S. RENAL DIVISION<br>1620 Waukegan Rd.<br>McGaw Park, IL 60085 | 847/473-6706<br>JoAnn M. Nobler<br>Fax No.: 847/473-6915<br>E-mail: joann_nobler@baxter.com<br>Web-site: www.baxter.com | 362604143          |

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 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).

(continued)

## PRICE:

Price includes all customs duties and charges and is 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.

## LOT I DIALYZERS &amp; RELATED ACCESSORIES

| Product Code          | Product Description                             | *List Price/Cs. | Pack Factor | Each Price | % Discount from List | Final NYS Price/ Cs. |
|-----------------------|---|-----------------|-------------|------------|----------------------|----------------------|
| <b>HD DIALYZERS</b>   |   |                 |             |            |                      |                      |
| 5M1730                | CA 70 cellulose acetate dialyzer                | \$1,713.48      | 24          | \$11.50    | 83.89%               | <b>\$276.00</b>      |
| 5M2132                | EXELTRA plus 210 dialyzer (for single use only) | \$3,050.64      | 24          | \$23.00    | 81.91%               | <b>\$552.00</b>      |
| 5M2731                | CA-HP 90 cellulose diacetate dialyzer           | \$2,228.03      | 24          | \$12.00    | 87.07%               | <b>\$288.00</b>      |
| 5M2732                | CA-HP 110 cellulose diacetate dialyzer          | \$2,466.14      | 24          | \$14.75    | 85.65%               | <b>\$354.00</b>      |
| 5M2736                | CA-HP 210 cellulose diacetate dialyzer          | \$3,012.09      | 24          | \$38.00    | 69.72%               | <b>\$912.00</b>      |
| <b>HD DISPOSABLES</b> |   |                 |             |            |                      |                      |
| 5K5566                | 5M4110 priming set, each                        | \$70.00         | 1           | \$0.34     | 99.51%               | <b>\$0.34</b>        |
| 5M0498                | 14g x 1", fixed hub                             | \$70.00         | 50          | \$0.50     | 64.29%               | <b>\$25.00</b>       |
| 5M0563                | 15g x 1", fixed hub                             | \$70.00         | 50          | \$0.50     | 64.29%               | <b>\$25.00</b>       |
| 5M0564                | 16g x 1", fixed hub                             | \$70.00         | 50          | \$0.50     | 64.29%               | <b>\$25.00</b>       |
| 5M0565                | 17g x 1", fixed hub                             | \$70.00         | 50          | \$0.50     | 64.29%               | <b>\$25.00</b>       |
| 5M0567                | 16g x 1", rotating hub                          | \$71.77         | 50          | \$0.50     | 65.17%               | <b>\$25.00</b>       |
| 5M0568                | 15g x 1", rotating hub                          | \$77.00         | 50          | \$0.50     | 67.53%               | <b>\$25.00</b>       |
| 5M0569                | 16g x 1", rotating hub                          | \$77.00         | 50          | \$0.50     | 67.53%               | <b>\$25.00</b>       |
| 5M0572                | 15g x 1 1/4", fixed hub                         | \$70.00         | 50          | \$0.50     | 64.29%               | <b>\$25.00</b>       |
| 5M0575                | 16g x 1 1/4", rotating hub                      | \$77.00         | 50          | \$0.50     | 67.53%               | <b>\$25.00</b>       |
| 5M0577                | 17g x 1", rotating hub                          | \$77.00         | 50          | \$0.50     | 67.53%               | <b>\$25.00</b>       |
| 5M4110                | priming set with needleless access port         | \$185.00        | 200         | \$0.34     | 63.24%               | <b>\$68.00</b>       |
| 5M4143P               | double luer lock transducer protector           | \$294.00        | 300         | \$0.23     | 76.53%               | <b>\$69.00</b>       |
| 5M4144                | MEDIC anti-stick needle/connector               | \$367.50        | 1000        | \$0.15     | 59.18%               | <b>\$150.00</b>      |
| 5M8630                | medisystems high flow bloodline k3-8630/9795    | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M8630M               | medisystems high flow bloodline d3-8630M 9795   | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9601                | medisystems READYSET bloodline k3-9601/9700     | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9605                | medisystems READYSET bloodline k3-9605/9795     | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9612                | medisystems READYSET bloodline k3-9612/9714     | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9631                | medisystems READYSET bloodline k3-9630/9750     | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9633                | medisystems READYSET bloodline k3-9633/9750     | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9633M               | medisystems high flow bloodline d3-9633M 9793   | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9634                | bloodline set 8mm post-pump for TINA/ARENA      | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9642M               | medisystems high flow bloodline d3-9642M 9795   | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9680M               | medisystems high flow bloodline d3-9680M 9793   | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9681M               | medisystems high flow bloodline d3-9681M 9793   | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9689                | medisystems READYSET bloodline k3-9689/9793     | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9690                | medisystems READYSET bloodline k3-9690/9792     | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9691                | medisystems READYSET bloodline k3-9691/9792     | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9692                | medisystems READYSET bloodline k3-9692/9793     | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9692M               | medisystems high flow bloodline d3-9692M 9793   | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9693                | bloodline set 8mm pre-pump for TINA/ARENA       | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9696                | medisystems READYSET bloodline k3-9696/9793     | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |
| 5M9696M               | medisystems READYSET bloodline d3-9696M 9793    | \$192.00        | 24          | \$2.85     | 64.38%               | <b>\$68.40</b>       |

(continued)

## LOT I DIALYZERS &amp; RELATED ACCESSORIES (Cont'd)

| Product Code                                   | Product Description                                | *List Price/Cs. | Pack Factor | Each Price | % Discount from List | Final NYS Price/ Cs. |
|--|--|-----------------|-------------|------------|----------------------|----------------------|
| <b>EQUIPMENT</b>                               |  |                 |             |            |                      |                      |
| 5C4275   | CXD II   | \$575.00        | 1           | \$145.00   | 74.78%               | <b>\$145.00</b>      |
| 5C4406   | HOMECHOICE cyclor carry case                       | \$133.75        | 1           | \$50.00    | 62.62%               | <b>\$50.00</b>       |
| 5C4471L  | HOMECHOICE automated pd monthly rental rate        | \$545.00        | 1           | \$195.00   | 64.22%               | <b>\$195.00</b>      |
| 5C4942   | CXD II carrying case                               | \$75.00         | 1           | \$35.00    | 53.33%               | <b>\$35.00</b>       |
| 5C8310L  | HOMECHOICE PRO automated pd monthly rental rate    | \$545.00        | 1           | \$205.00   | 62.39%               | <b>\$205.00</b>      |
| 5C8310U  | HOMECHOICE PRO upgrade fr HOMECHOICE rate          | \$545.00        | 1           | \$205.00   | 62.39%               | <b>\$205.00</b>      |
| R5C4522  | HOMECHOICE PRO card                                | \$212.06        | 6           | \$20.00    | 43.41%               | <b>\$120.00</b>      |
| R5C4526  | HOMECHOICE PRO patient data card adapter           | \$176.72        | 1           | \$90.00    | 49.07%               | <b>\$90.00</b>       |
| R5C4532  | PD LINK software, single user                      | \$545.00        | 1           | N/C        | 100.00%              |                      |
| R5C4532  | PD LINK software, multi user                       | \$545.00        | 1           | N/C        | 100.00%              |                      |
| <b>ALL OTHER</b>                               |  |                 |             |            |                      |                      |
| 5Z0090   | HOMECHOICE/HOMECHOICE PRO freight                  | \$200.00        | 1           | \$150.00   | 25.00%               | <b>\$150.00</b>      |
| 5Z0095   | HOMECHOICE/HOMECHOICE PRO return freight charge    | \$150.00        | 1           | \$50.00    | 66.67%               | <b>\$50.00</b>       |
| <b>LOT II DIALYSIS CONCENTRATES, SOLUTIONS</b> |  |                 |             |            |                      |                      |
| <b>PD SOLUTIONS</b>                            |  |                 |             |            |                      |                      |
| 5B4825   | DIANEAL low calcium solution 1.5% dextrose 2l/2l   | \$99.25         | 6           | \$6.20     | 62.52%               | <b>\$37.20</b>       |
| 5B4826   | DIANEAL low calcium solution 1.5% dextrose 5l/5l   | \$61.74         | 2           | \$10.00    | 67.61%               | <b>\$20.00</b>       |
| 5B4974   | EXTRANEAL pd-2 solution 2l/3l single bag           | \$432.00        | 6           | \$10.25    | 85.76%               | <b>\$61.50</b>       |
| 5B4976P  | EXTRANEAL pd-2 solution 2.5l/3l single bag         | \$460.00        | 5           | \$11.25    | 87.77%               | <b>\$56.25</b>       |
| 5B4984   | EXTRANEAL pd-2 solution 2l/3l ULTRABAG             | \$528.00        | 6           | \$11.25    | 87.22%               | <b>\$67.50</b>       |
| 5B4986   | EXTRANEAL pd-2 solution 2.5l/3l ULTRABAG           | \$550.00        | 5           | \$12.25    | 88.86%               | <b>\$61.25</b>       |
| 5B5160   | DIANEAL pd-2 solution 1.5% dextrose .25l/.5l       | \$372.87        | 24          | \$7.83     | 49.60%               | <b>\$187.92</b>      |
| 5B5161   | DIANEAL pd-2 solution 1.5% dextrose .5l/1l         | \$226.31        | 12          | \$8.04     | 57.37%               | <b>\$96.48</b>       |
| 5B5163   | DIANEAL pd-2 solution 1.5% dextrose 1l/1l          | \$265.36        | 12          | \$7.98     | 63.91%               | <b>\$95.76</b>       |
| 5B5166   | DIANEAL pd-2 solution 1.5% dextrose 2l/2l          | \$99.25         | 6           | \$5.95     | 64.03%               | <b>\$35.70</b>       |
| 5B5168P  | DIANEAL pd-2 solution 1.5% dextrose 2.5l/3l        | \$98.61         | 5           | \$7.11     | 63.93%               | <b>\$35.57</b>       |
| 5B5169   | DIANEAL pd-2 solution 1.5% dextrose 3l/3l          | \$114.84        | 4           | \$8.05     | 71.96%               | <b>\$32.20</b>       |
| 5B5171   | DIANEAL pd-2 solution 2.5% dextrose .5l/1l         | \$234.83        | 12          | \$8.04     | 58.91%               | <b>\$96.48</b>       |
| 5B5173   | DIANEAL pd-2 solution 2.5% dextrose 1l/1l          | \$285.26        | 12          | \$8.26     | 65.25%               | <b>\$99.12</b>       |
| 5B5177   | DIANEAL pd-2 solution 2.5% dextrose 2l/3l          | \$119.85        | 6           | \$5.95     | 70.21%               | <b>\$35.70</b>       |
| 5B5178P  | DIANEAL pd-2 solution 2.5% dextrose 2.5l/3l        | \$103.13        | 5           | \$7.44     | 63.93%               | <b>\$37.20</b>       |
| 5B5179   | DIANEAL pd-2 solution 2.5% dextrose 3l/3l          | \$117.19        | 4           | \$8.21     | 71.97%               | <b>\$32.85</b>       |
| 5B5181   | DIANEAL pd-2 solution 4.25% dextrose .5l/1l        | \$234.78        | 12          | \$8.04     | 58.91%               | <b>\$96.48</b>       |
| 5B5183   | DIANEAL pd-2 solution 4.25% dextrose 1l/1l         | \$284.28        | 12          | \$8.23     | 65.25%               | <b>\$98.78</b>       |
| 5B5187   | DIANEAL pd-2 solution 4.25% dextrose 2l/3l         | \$121.06        | 6           | \$5.95     | 70.51%               | <b>\$35.70</b>       |
| 5B5188P  | DIANEAL pd-2 solution 4.25% dextrose 2.5l/3l       | \$106.68        | 5           | \$7.70     | 63.91%               | <b>\$38.50</b>       |
| 5B5189   | DIANEAL pd-2 solution 4.25% dextrose 3l/3l         | \$119.85        | 4           | \$8.40     | 71.95%               | <b>\$33.61</b>       |
| 5B5193   | DIANEAL pd-2 solution 1.5% dextrose 5l/5l          | \$61.74         | 2           | \$9.75     | 68.42%               | <b>\$19.50</b>       |
| 5B5194   | DIANEAL pd-2 solution 2.5% dextrose 5l/5l          | \$63.37         | 2           | \$10.00    | 68.44%               | <b>\$20.00</b>       |
| 5B5195   | DIANEAL pd-2 solution 4.25% dextrose 5l/5l         | \$64.93         | 2           | \$10.25    | 68.43%               | <b>\$20.50</b>       |
| 5B5202   | DIANEAL low calcium solution 2.5% dextrose 5l/5l   | \$63.37         | 2           | \$10.25    | 67.65%               | <b>\$20.50</b>       |
| 5B5203   | DIANEAL low calcium solution 4.25% dextrose 5l/5l  | \$64.93         | 2           | \$10.50    | 67.66%               | <b>\$21.00</b>       |
| 5B9710   | DIANEAL pd-2 solution 1.5% dextrose 6l/6l          | \$74.09         | 2           | \$12.73    | 65.65%               | <b>\$25.45</b>       |
| 5B9711   | DIANEAL pd-2 solution 2.5% dextrose 6l/6l          | \$76.05         | 2           | \$12.73    | 66.54%               | <b>\$25.45</b>       |
| 5B9712   | DIANEAL pd-2 solution 4.25% dextrose 6l/6l         | \$77.92         | 2           | \$12.73    | 67.34%               | <b>\$25.45</b>       |
| 5B9718P  | DIANEAL low calcium solution 1.5% dextrose 2.5l/3l | \$98.61         | 5           | \$7.36     | 62.67%               | <b>\$36.82</b>       |

(continued)

## LOT II DIALYSIS CONCENTRATES, SOLUTIONS (Cont'd)

| Product Code          | Product Description  | *List Price/Cs. | Pack Factor | Each Price | % Discount from List | Final NYS Price/ Cs. |
|-----------------------|--|-----------------|-------------|------------|----------------------|----------------------|
| <b>PD SOLUTIONS</b>   |  |                 |             |            |                      |                      |
| 5B9727                | DIANEAL low calcium solution 2.5% dextrose 2l/3l             | \$119.85        | 6           | \$6.20     | 68.96%               | <b>\$37.20</b>       |
| 5B9728P               | DIANEAL low calcium solution 2.5% dextrose 2.5l/3l           | \$103.13        | 5           | \$7.69     | 62.72%               | <b>\$38.45</b>       |
| 5B9747                | DIANEAL low calcium solution 4.25% dextrose 2l/3l            | \$121.06        | 6           | \$6.20     | 69.27%               | <b>\$37.20</b>       |
| 5B9748P               | DIANEAL low calcium solution 4.25% dextrose 2.5l/3l          | \$106.67        | 5           | \$7.95     | 62.74%               | <b>\$39.75</b>       |
| 5B9757                | DIANEAL low calcium solution 1.5% dextrose 3l/5l ULTRABAG    | \$136.22        | 4           | \$9.49     | 72.13%               | <b>\$37.96</b>       |
| 5B9758                | DIANEAL low calcium solution 2.5% dextrose 3l/5l ULTRABAG    | \$139.23        | 4           | \$9.82     | 71.79%               | <b>\$39.28</b>       |
| 5B9759                | DIANEAL low calcium solution 4.25% dextrose 3l/5l ULTRABAG   | \$143.48        | 4           | \$10.08    | 71.90%               | <b>\$40.32</b>       |
| 5B9765P               | DIANEAL low calcium solution 1.5% dextrose 1.5l/2l ULTRABAG  | \$237.42        | 8           | \$7.93     | 73.30%               | <b>\$63.40</b>       |
| 5B9766                | DIANEAL low calcium solution 1.5% dextrose 2l/2l ULTRABAG    | \$166.43        | 6           | \$7.93     | 71.43%               | <b>\$47.55</b>       |
| 5B9768P               | DIANEAL low calcium solution 1.5% dextrose 2.5l/3l ULTRABAG  | \$153.94        | 5           | \$9.09     | 70.48%               | <b>\$45.44</b>       |
| 5B9770                | DIANEAL low calcium solution 1.5% dextrose 6l/6l             | \$74.09         | 2           | \$12.73    | 65.65%               | <b>\$25.45</b>       |
| 5B9771                | DIANEAL low calcium solution 2.5% dextrose 6l/6l             | \$76.05         | 2           | \$12.73    | 66.54%               | <b>\$25.45</b>       |
| 5B9772                | DIANEAL low calcium solution 4.25% dextrose 6l/6l            | \$77.92         | 2           | \$12.73    | 67.34%               | <b>\$25.45</b>       |
| 5B9775P               | DIANEAL low calcium solution 2.5% dextrose 1.5l/2l ULTRABAG  | \$243.98        | 8           | \$7.93     | 74.01%               | <b>\$63.40</b>       |
| 5B9776                | DIANEAL low calcium solution 2.5% dextrose 2l/2l ULTRABAG    | \$185.70        | 6           | \$7.93     | 74.39%               | <b>\$47.55</b>       |
| 5B9778P               | DIANEAL low calcium solution 2.5% dextrose 2.5l/3l ULTRABAG  | \$158.31        | 5           | \$9.42     | 70.26%               | <b>\$47.08</b>       |
| 5B9795P               | DIANEAL low calcium solution 4.25% dextrose 1.5l/2l ULTRABAG | \$245.83        | 8           | \$7.93     | 74.21%               | <b>\$63.40</b>       |
| 5B9796                | DIANEAL low calcium solution 4.25% dextrose 2l/2l ULTRABAG   | \$187.39        | 6           | \$7.93     | 74.63%               | <b>\$47.55</b>       |
| 5B9798P               | DIANEAL low calcium solution 4.25% dextrose 2.5l/3l ULTRABAG | \$161.70        | 5           | \$9.68     | 70.08%               | <b>\$48.38</b>       |
| 5B9857                | DIANEAL pd-2 solution 1.5% dextrose 3l/5l ULTRABAG           | \$136.22        | 4           | \$9.49     | 72.13%               | <b>\$37.96</b>       |
| 5B9858                | DIANEAL pd-2 solution 2.5% dextrose 3l/5l ULTRABAG           | \$139.23        | 4           | \$9.82     | 71.79%               | <b>\$39.28</b>       |
| 5B9859                | DIANEAL pd-2 solution 4.25% dextrose 3l/5l ULTRABAG          | \$143.48        | 4           | \$10.08    | 71.90%               | <b>\$40.32</b>       |
| 5B9865P               | DIANEAL pd-2 solution 1.5% dextrose 1.5l/2l ULTRABAG         | \$237.42        | 8           | \$7.93     | 73.30%               | <b>\$63.40</b>       |
| 5B9866                | DIANEAL pd-2 solution 1.5% dextrose 2l/2l ULTRABAG           | \$166.43        | 6           | \$7.68     | 72.33%               | <b>\$46.05</b>       |
| 5B9868P               | DIANEAL pd-2 solution 1.5% dextrose 2.5l/3l ULTRABAG         | \$153.94        | 5           | \$9.09     | 70.48%               | <b>\$45.44</b>       |
| 5B9875P               | DIANEAL pd-2 solution 2.5% dextrose 1.5l/2l ULTRABAG         | \$243.98        | 8           | \$7.93     | 74.01%               | <b>\$63.40</b>       |
| 5B9876                | DIANEAL pd-2 solution 2.5% dextrose 2l/2l ULTRABAG           | \$185.70        | 6           | \$7.68     | 75.20%               | <b>\$46.05</b>       |
| 5B9878P               | DIANEAL pd-2 solution 2.5% dextrose 2.5l/3l ULTRABAG         | \$158.31        | 5           | \$9.42     | 70.26%               | <b>\$47.08</b>       |
| 5B9895P               | DIANEAL pd-2 solution 4.25% dextrose 1.5l/2l ULTRABAG        | \$245.83        | 8           | \$7.93     | 74.21%               | <b>\$63.40</b>       |
| 5B9896                | DIANEAL pd-2 solution 4.25% dextrose 2l/2l ULTRABAG          | \$187.39        | 6           | \$7.68     | 75.43%               | <b>\$46.05</b>       |
| 5B9898P               | DIANEAL pd-2 solution 4.25% dextrose 2.5l/3l ULTRABAG        | \$161.70        | 5           | \$9.68     | 70.08%               | <b>\$48.38</b>       |
| 5B9901                | DIANEAL low calcium solution 1.5% dextrose 3l/3l             | \$114.84        | 4           | \$8.05     | 71.96%               | <b>\$32.20</b>       |
| 5B9902                | DIANEAL low calcium solution 2.5% dextrose 3l/3l             | \$117.19        | 4           | \$8.21     | 71.97%               | <b>\$32.85</b>       |
| 5B9903                | DIANEAL low calcium solution 4.25% dextrose 3l/3l            | \$119.85        | 4           | \$8.40     | 71.95%               | <b>\$33.61</b>       |
| <b>PD DISPOSABLES</b> |  |                 |             |            |                      |                      |
| 5C4129                | locking titanium adapter                                     | \$1,021.03      | 5           | \$160.00   | 21.65%               | <b>\$800.00</b>      |
| 5C4145P               | 15l drainage bag   | \$264.31        | 30          | \$3.15     | 64.25%               | <b>\$94.50</b>       |
| 5C4150A               | pd transfer set change kit                                   | \$231.66        | 20          | \$3.35     | 71.08%               | <b>\$67.00</b>       |
| 5C4169                | locking cap for pd catheter adapter                          | \$327.65        | 25          | \$0.65     | 95.04%               | <b>\$16.25</b>       |
| 5C4212P               | disconnect cap (walnut cap)                                  | \$292.02        | 60          | \$0.50     | 89.73%               | <b>\$30.00</b>       |
| 5C4426                | apd 5 prong manifold set                                     | \$252.70        | 30          | \$3.35     | 60.23%               | <b>\$100.50</b>      |
| 5C4449                | minicap extended life pd transfer set (6") w/roller          | \$481.35        | 6           | \$37.26    | 53.56%               | <b>\$223.56</b>      |
| 5C4456                | FLEXICAP disconnect cap for high dose therapy                | \$82.33         | 30          | \$1.07     | 61.01%               | <b>\$32.10</b>       |
| 5C4462                | empty sterile bag, 3 liter                                   | \$537.47        | 48          | \$1.53     | 86.34%               | <b>\$73.44</b>       |
| 5C4464P               | sterile drain extension line, 12 feet                        | \$148.93        | 30          | \$1.80     | 63.74%               | <b>\$54.00</b>       |

(continued)

LOT II DIALYSIS CONCENTRATES, SOLUTIONS (Cont'd)

| Product Code          | Product Description  | *List Price/Cs. | Pack Factor | Each Price | % Discount from List | Final NYS Price/ Cs. |
|-----------------------|--|-----------------|-------------|------------|----------------------|----------------------|
| <b>PD DISPOSABLES</b> |  |                 |             |            |                      |                      |
| 5C4466P               | minicap disconnect cap   | \$273.03        | 60          | \$0.50     | 89.01%               | <b>\$30.00</b>       |
| 5C4469                | HOMECHOICE automated pd set w/cassette - 4 prong                     | \$758.96        | 30          | \$9.00     | 64.43%               | <b>\$270.00</b>      |
| 5C4476                | effluent sample bag, 150ml   | \$50.53         | 6           | \$3.00     | 64.38%               | <b>\$18.00</b>       |
| 5C4480P               | 12 foot patient extension line with EASY-LOCK connector              | \$214.81        | 30          | \$3.00     | 58.10%               | <b>\$90.00</b>       |
| 5C4482                | minicap extended life pd transfer set (6") with twist clamp          | \$299.65        | 6           | \$39.20    | 21.51%               | <b>\$235.20</b>      |
| 5C4527                | outlet port clamp with short nose                                    | \$68.71         | 12          | \$3.50     | 38.87%               | <b>\$42.00</b>       |
| 5C8302                | HOMECHOICE low recirculation volume apd set with cassette            | \$1,989.00      | 30          | \$21.25    | 67.95%               | <b>\$637.50</b>      |
| <b>SERVIPAK OTHER</b> |  |                 |             |            |                      |                      |
| 5K4005                | ALCAVIS 50-500 ml  | \$17.88         | 1           | \$6.17     | 65.49%               | <b>\$6.17</b>        |
| SVPKNCI               | SERVIPAK - 5k/5q (no gloves) ( <b>Contact Vendor for Pricing</b> )   |                 |             |            | 25.00%               |                      |
| SVPKGLVS              | SERVIPAK - 5k/5q (gloves only) ( <b>Contact Vendor for Pricing</b> ) |                 |             |            | 10.00%               |                      |

Date of Price List: November 1, 2005

Manufacturer: Baxter Healthcare

Guaranteed Delivery: 10-14 Days A/R/O

Storage: Manufacturer recommends storage of dialysis products at room temperature, away from heat source and in a clean environment.

Minimum Order: Disposables orders totaling less than \$250.00 will be assessed a minimum order charge of \$40.00

Agencies are advised to order in accounts over \$250.00 to avoid this additional charge.

Telephone Number for expediting New York State Contract orders:

800/284-4060 for home patients

808/229-001 for hospitals and in-centers

Name and Telephone Number to call in the event of an emergency occurring after business hours or on weekends/holidays:

Baxter Healthcare - Renal Division, On-call Rep. 800/284-4060

Normal business Hours: M-F 5:30 Am - 5:00 PM (CST)

**LOT III - DISPOSABLE PERFUSION PRODUCTS, OXYGENATORS, CARDIOTORMY RESERVOIRS, CARDIOPLEGIA DELIVERY SETS AND RELATED ITEMS**

**- NO AWARD**

MODIFICATIONS TO APPENDIX B:

Paragraph 43, "BEST PRICING" shall be modified to include "Baxter offers to other agencies with the same purchase volume; similar terms and conditions that being offered to the State of New York.

Paragraph 71, "WARRANTIES" see the contractors standard warranty listed on page 'ii.' of the Baxter Catalog with the effective date of June 1, 2005.

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.

(continued)

**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. **ELECTRONIC PAYMENTS:**

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at [www.osc.state.ny.us](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**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.

**PSG's DISPUTE RESOLUTION POLICY:**

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution 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)).

**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)). 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:**

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 manufacturers standard shipping package.

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:**

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 are 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 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.

**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.

**ESCALATOR CLAUSE FOR FIVE YEAR CONTRACT:**

Prices quoted must be based on the manufacturer's established price list in effect at the time of the bid opening and be for a period of one year from the commencement date of the contract. Only one request for price escalation will be considered by the State annually on the anniversary of the start of this contract. 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. No escalation of price shall be allowed until such request has been reviewed in this office, and the contractor notified in writing of acceptance.

(continued)

**ESCALATOR CLAUSE FOR FIVE YEAR CONTRACT: (Cont'd)**

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.

**WARRANTIES:**

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

**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>Item/<br/>SubItem<br/>Number</u> | <u>Product or<br/>Catalog<br/>Number</u> | <u>Product/<br/>Service<br/>Description</u> | <u>Total<br/>Quantity Shipped</u> | <u>Total \$<br/>Value</u> |
|-------------------------------------|--|---|-----------------------------------|---------------------------|
|-------------------------------------|--|---|-----------------------------------|---------------------------|

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.

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**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.

**OVERLAPPING CONTRACT ITEMS:**

Products/services available in this contract may also be available from other New York 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 the 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.

**DISTRIBUTION SCHEDULE:**

Contractors should note that the following State agencies are major users of the products listed in this award.

SUNY Health Science Center, Brooklyn  
Brooklyn, NY 11203

SUNY Health Science Center, Syracuse  
Syracuse, NY 13210

SUNY Stony Brook, University Hospital  
Stony Brook, NY 11794

(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, 37th Floor  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242

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(continued)