



# Contract Award Notification

<b>Title</b>	: <b>Group 10200 – MMCAP Infuse Influenza Vaccines (Statewide)</b> Classification Code(s): 51
<b>Award Number</b>	: <a href="#">PGB-23290</a> (Replaces Award PGB-23771)
<b>Contract Period</b>	: <b>March 27, 2023 – December 31, 2024</b>
<b>Bid Opening Date</b>	: <b>N/A</b>
<b>Date of Issue</b>	: <b>March 27, 2023</b>
<b>Specification Reference</b>	: <b>As Incorporated In The Piggyback Contract</b>
<b>Contractor Information</b>	: <b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
<b>Name</b> : Vivian Basile <b>Title</b> : Contract Management Specialist <b>Phone</b> : 518- 474-0912 <b>E-mail</b> : <a href="mailto:vivian.basile@ogs.ny.gov">vivian.basile@ogs.ny.gov</a>	<b>Procurement Services Customer Services</b>  <b>Phone</b> : 518-474-6717 <b>E-mail</b> : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

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

### Description

This award offers authorized users a selection of influenza vaccines manufactured by Sanofi Pasteur Inc. It is a Piggyback Contract off the Master Contract MMS2200727 between MMCAP Infuse (formerly the Minnesota Multistate Contracting Alliance for Pharmacy or "MMCAP") and Sanofi Pasteur Inc. Authorized users should contact the Contract Management Specialist named herein with any questions.

This Award has 0% MBE, 0% WBE and 0% SDVOB goal requirements.

PR # 23290

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	
<b>PC69850</b>	Sanofi Pasteur Inc. 1 Discovery Drive Swiftwater, PA 18370  Federal Identification: 980033013  NYS Vendor Identification: 1000009835	Contact Information:  Mackenzie Fetterman  E-mail: Mackenzie.Fetterman@sanofi.com  Phone: 570-957-3381  Toll Free: 800-822-2463  Website: www.vaccineshoppe.com
<ul style="list-style-type: none"> <li>• Electronic Access Ordering is available via <a href="http://www.vaccineshoppe.com">www.vaccineshoppe.com</a></li> <li>• An additional 1% savings is available for all orders placed through the on-line channel.</li> <li>• An additional 2% discount is available for those members participating in prompt pay per the terms of the contract (2% 30 days, Net 31 days).</li> <li>• Contractor accepts NYS Purchasing Card.</li> </ul>		

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

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES 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 PROCUREMENT SERVICES.

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.

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 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.

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.

CONTRACT DOCUMENTS AND CONFLICT OF TERMS

This Piggyback Contract shall incorporate the following appendices as if set forth herein at length. Only documents expressly enumerated below shall be deemed a part of this Piggyback Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect. Conflicts between these documents shall be resolved in the following descending order of precedence.

- A. Appendix A – *Standard Clauses for NYS Contracts* (October 2019);
- B. Master Contract MMS2200727, MMCAP Infuse;
- C. Piggyback Contract;
- D. Attachment 4 - *Insurance Requirements*;
- E. Appendix B – *General Specifications* (April 2016);
- F. Appendix C – *Federal Funding Agency Mandatory Terms and Conditions* (July 2021);
- G. Member-Requested Participation Addendum (MPA).

CONTRACT TERM AND EXTENSIONS

The term of the Piggyback Contract shall begin on the date of approval by OSC, pursuant to the MOU referenced above in Section 1.3 *NYS Comptroller Approval*, and shall end upon the expiration or termination of the Master Contract, subject to OGS' right to terminate the Piggyback Contract as provided in the Piggyback Contract. The term of the Piggyback Contract shall be deemed extended whenever the term of the Master Contract is extended, without the need for the Parties to execute an extension or amendment to the Piggyback Contract.

Notwithstanding the above paragraph, OGS reserves the right to renew the New York State Contract in accordance with Appendix B *Contract Term - Extension*.

PRICE

The price for Product shall either be at the agreed-upon discounts and service rates listed in Master Contract Article I *PRICING AND CHANGES*, or at a price that is more advantageous to the Authorized User. 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 Authorized User.

BEST PRICING OFFER

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Piggyback Contract.

CATALOGS AND PRICE SHEETS

Catalogs and price lists shall be provided in accordance with the terms of the Master Contract. Upon request, Contractor shall also assist Authorized Users in the use of such documents.

"OGS OR LESS" GUIDELINES

Purchases of the Products included in the Piggyback Contract are subject to the "OGS or Less" provisions of State Finance Law § 163(3)(a)(v). 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 Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

**MINIMUM ORDER**

There are no minimum order requirements or extra charges assessed to orders, regardless of order size or payment amount.

**State of New York  
 Office of General Services  
 PROCUREMENT SERVICES  
 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 complete and return this form by e-mail to [vivian.basile@ogs.ny.gov](mailto:vivian.basile@ogs.ny.gov) or mail to:**

OGS PROCUREMENT SERVICES  
 Customer Services, 38th Floor  
 Attn: Vivian Basile  
 Corning 2nd Tower - Empire State Plaza  
 Albany, New York 12242  
 \* \* \* \* \*