

## **Introduction**

OGS Procurement Services is providing this document to assist both Contractors and Authorized Users (AUs) on how to correctly use the Distribution of Vaccines including Influenza Vaccines Contract. These guidelines do not relieve the Contractors and AUs from complying with the terms and conditions of the awarded contracts or with all applicable statutes, regulations, AU internal procurement guidelines, policies and procedures as well as control agency requirements. This document is a living document that may be revised by OGS Procurement Services at any time.

## **Scope**

The scope of this Award provides Authorized Users with a means of acquiring distribution services for general vaccines and seasonal influenza vaccines via a Piggyback Contract with a Contract Awardee resulting from MMCAP Infuse (formerly known as Minnesota Multistate Contracting Alliance for Pharmacy, or “MMCAP”) Request for Proposal (RFP) number 34056. More information about MMCAP Infuse can be found at: <https://www.infuse-mn.gov/>

## **Overlapping Contract Products**

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

## **Procurement Instructions**

To use this Award, the Authorized User must be an MMCAP member. To become a member of MMCAP and access contract products, or to verify your membership information, please reach out to MMCAP’s Membership Coordinator at [mmcap\\_infuse.membership@state.mn.us](mailto:mmcap_infuse.membership@state.mn.us). If you have any questions regarding MMCAP membership, please contact MMCAP at (651) 201-2420.

## **Ordering**

Purchase Orders shall be made in accordance with the terms set forth in Appendix B *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor’s receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

### **A. Influenza Vaccine Orders:**

1. Influenza vaccine prebook orders will be taken via Vendor’s customer service department or via an online mechanism January – March 31st of each year. Influenza vaccine prebook orders will be delivered July – October of each year, based on manufacturer’s ability to supply.
2. Orders placed on or after April 1st of each year will be at the Contract Price and may be subject to later delivery dates.
3. There are no order minimums.
4. All deliveries of prebooked products will be prioritized and delivered prior to October 31st of each year, based on manufacturer’s ability to supply.

**How to Use****B. Product Ordering:**Vendor Name/Address

FFF Enterprises, Inc.  
44000 Winchester Rd.  
Temecula, CA 92590

Phone: (800) 843-7477

Email: [fffcustomer@fffenterprises.com](mailto:fffcustomer@fffenterprises.com)

Website for ordering influenza vaccines: [www.myfluvaccine.com](http://www.myfluvaccine.com)

Website for ordering routine vaccines: BioSupply <https://biosupply.fffenterprises.com/>

Customer Service

Phone: (800) 843-7477 Hours of Operation: 24/7/365 days a year

Federal ID Number

33-0309114

Shipping and Delivery

- No minimum order requirements.
- No shipping fees.
- Damaged products should be reported to vendor immediately upon receipt-contact customer service for instructions.
- FOB Destination.
- Orders may be cancelled or modified at any time up until shipment.
- Influenza vaccine should be pre-booked January – March 31st each year for delivery in July – October of each year.

Payment Terms

- 2% 30 days; Net 60 days for influenza vaccines.
- Net 30 for routine vaccines.
- Credit applications may be required as per the discretion of the Vendor's Credit Department.

Product Pricing

All Influenza vaccine products are fixed pricing for the influenza vaccine season Routine vaccine products are distributed at the MMCAP Infuse manufacturer contract pricing and are subject to change in accordance with the manufacturer contract agreements with MMCAP Infuse. To ensure contract pricing with GSK a DEC form must be in place.

**Price**

The price for products and services included in the Master Contract shall either be at the agreed-upon discounts and service rates in the Master Contract, or at a price that is more advantageous to the Authorized User, as mutually agreed to by the Parties.

Any discounts, pricing or Products offered on the OGS Piggyback Contract or included on an Authorized User invoice must be set forth within the Master Contract Price list or in another Master Contract document and shall be disclosed to and agreed upon in advance by 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.

Pricing is available via secure member login on the MMCAP website or by request sent to the OGS Contract Manager listed on the Award.

## How to Use

### **Invoicing and Payment**

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>

### **Returned Goods/Credits for Influenza Vaccines**

Members may return contracted purchased full pack quantities of product to Vendor via the following guidelines for credit.

Contact Vendor's Customer Care Team at 1-800-843-7477 for complete returns instructions.

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<b>Manufacturer</b>	<b><u>Return Eligibility</u></b>
AstraZeneca	Up to 25% of doses are eligible for return. (with minimum order of 100 doses). Otherwise 15% of doses eligible for return.
GSK	Up to 15% of doses are eligible for return
Sanofi Pasteur	Up to 15% of doses are eligible for return
Seqirus	Up to 15% of doses are eligible for return

## **COVID Vaccine Returns**

All returns will go directly back to the Supplier, Customers will need to work directly with Moderna/Pfizer on returns, FFF will ONLY pass through credit to customers once returns are processed by the supplier/returns processor.

## **Return Goods Policy for Contract products EXCEPT Influenza and Covid Vaccines**

### **Returnable Items**

1. Damaged product. Please note: Damage must be indicated on carrier's delivery receipt and Customer Service should be notified within two business days of receipt.
2. Product shipped in error. Product shipped in error, provided the Product is returned within ten (10) days of the invoice date.

### **Non-returnable Items**

1. Damaged product not reported within two business days of receipt.
2. Products purchased on a non-returnable basis, including refrigerated products and drop- ship orders.

### **Returned Items not eligible for Credit**

1. Product not returned within ten business days of receipt of an RGA number.
2. Product not stored or returned within the manufacturer's product specifications.
3. Product returned in unsaleable condition, not in original packaging, or with broken seal.
4. Product not properly packaged per FFF's packaging instructions.

### **Terms of Return Policy**

1. All returns require a Returned Goods Authorization (RGA) number, provided by FFF.
2. An RGA number is valid for ten business days from the date of receipt.
3. An RGA is an authorization to return product, not a guarantee of credit.
4. The credit amount for returned products is based on the original purchase price.

### **Requirements for Returning Items to FFF**

1. Contact your Sales Representative or Customer Care Rep at 800-843-7477 to have a Request for Return Letter faxed to you.
2. Complete necessary information requested and fax back to FFF's Customer Care Department.
3. Upon approval, FFF will issue you an RGA number.
4. Please include a copy of your RGA with your return, and the return must be sent to the address indicated on RGA.
5. **Please be sure that the RGA number is prominently displayed on the outside shipping container or address label.**

### **Company Disclaimers**

1. FFF reserves the right to change conditions of the Return Goods Policy without notice.
2. In the case of unauthorized or non-compliant returns, the return will be refused, and no credit will be issued.

### **Additional Information**

FFF's Return Goods Policy does not apply to product recalls and withdrawals.

### **“OGS Or Less” Guidelines**

Purchases of the Products included in the Solicitation and resulting 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.

### **Non-State Agencies Participation in Centralized Contracts**

New York State political subdivisions and others authorized by New York State law may participate in Centralized 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 Appendix B *Participation in Centralized Contracts*. 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 (<https://online.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

### **New Accounts**

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.