

**GROUP 12000 – AWARD 22563**  
**Basic Chemicals, Basic Biological Materials**

**HOW TO USE THE CONTRACTS**

This is a brief summary of how to use the “Basic Chemicals and Basic Biological Materials” Contracts. Authorized Users are reminded they should follow any Agency Procurement Policies and Procedures. All 22563 Contracts and its terms and conditions may be accessed on the Contractor Information summary page (WEB LINK), by following the “Terms and Conditions” link.

**1. Scope of Contract**

**Lot 3 – Basic Chemicals**

Basic Chemicals include products that contain basic and complex chemical compounds routinely used in laboratory or medical settings and are readily available in the marketplace. Examples are acids, bases, alcohols, desiccants, drying agents, detergents, surfactants, dyes, stains, indicators, water, resins, metals, standards, polymers, solvents, organics and inorganics.

| <b>Contractor Status</b> | <b>Secondary Contractor</b> | <b>% Discount from List</b> |
|--------------------------|-----------------------------|-----------------------------|
| Primary                  | Fisher Scientific, LLC      | 72%                         |
| Secondary                | Krackeler Scientific, Inc.  | 35%                         |

**Lot 4 – Basic Biological Materials**

Basic Biological Materials include products that contain basic biological substances routinely used in laboratory or medical settings and are readily available in the marketplace. Examples are carbohydrates, lipids, nucleic acids, proteins, antibiotics, antimycotics, cells, culture reagents, growth factors, hormones and reagent kits.

| <b>Contractor Status</b> | <b>Secondary Contractor</b>  | <b>% Discount from List</b> |
|--------------------------|------------------------------|-----------------------------|
| Primary                  | Fisher Scientific, LLC       | 26.7%                       |
| Secondary                | Government Scientific Source | 1.75%                       |

Services, including but not limited to the removal, service and maintenance, and inventory management are excluded from the scope of this Contract.

**2. Authorized Users**

Executive Agencies (Including the State University of New York)

As required by State Finance Law §162, an Authorized User that is subject to the requirements of State Finance Law §162.

Non-Executive Agencies

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, §39, 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 Contractor 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 <http://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 OGS Procurement Services Group's Customer Services at 518-474-6717.

### 3. Selecting a Contract

#### Preferred Sources

Section 162 of the State Finance Law requires that agencies afford first priority to the products and/or services of Preferred Source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products or services meet the Form, Function, and Utility of the agency. Some products in this Contract may be available from one or more Preferred Sources. Agencies are reminded to comply with the statutory requirements and resulting guidelines with respect to affording first priority to Preferred Sources

Authorized Users will be advised to select the most cost effective procurement method that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

1. Determine if the item(s) are available from a Preferred Source (see "Preferred Sources" note below)
  - Lot 3 Basic Chemicals
  - Lot 4 Basic Biologicals
2. Determine if the item(s) are available from the Primary Contractor
  - Yes – Purchase from Primary Contractor
  - No – Next Step
3. Determine if the item(s) are available from the Secondary Contractor
  - Yes – Purchase from Secondary Contractor
  - No – Next Step
4. Determine if the item(s) are available from another OGS Statewide Contract
  - Yes – Purchase from OGS Statewide Contract
  - No – Next Step

If no OGS Contractors are able to meet an Authorized User's Form, Function, and Utility requirements, Authorized Users must follow statutory requirements for determining the appropriate source.

### 4. Determining Price

Pricing for each Item is listed in the "Contractor's Price List" which can be accessed from the Award summary page, WEB LINK, by following the "Price Information" link. The Discount is listed at the top of the price page for each Item.

### 5. Contact Information

Contractor's "Contact Information" including Contractor Administrator, Sales, Order Submittal, Emergency Contact and Billing, may be accessed on the Contractor Information summary page (WEB LINK), by following the "Contact Information" link.

### 6. Minimum Order

The minimum order shall be \$100.00.

Contractor may elect to honor orders for less than the minimum order. For such orders only, 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 Authorized User.

### 7. Order Acceptance

Authorized Users may submit orders electronically via web-based ordering system, via e-mail, or via facsimile at any time. Authorized Users may submit orders over the phone at minimum during Business Hours. Orders shall reference Contract number, requisition and/or purchase order number, if applicable.

Contractor shall receive orders at a minimum during Business Hours. Orders submitted after Business Hours shall be received on the next Business Day.

Upon Contractor's receipt of order, order confirmation shall be provided to Authorized Users electronically or via facsimile for every order. Order confirmation shall be itemized and shall include purchase price, date of purchase, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

## **8. Web-Based Ordering System**

Contractor shall provide a web-based ordering system within thirty (30) days of Contract execution. The system shall allow Authorized Users to perform ordering, reporting, tracking and viewing of promotions in a fully secure, real-time system through the Internet. Web-based ordering systems shall have the ability to acknowledge receipt of customers' orders, handle simultaneous user access, and allow viewing of order histories.

## **9. 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. Authorized Users shall not be required to provide credit references.

## **10. Procurement Card**

Contractor must accept a Procurement Card as payment for purchases. Authorized Users are encouraged to use a Procurement Card as the primary means of payment.

## **11. Shipping Charges**

Generally, prices shall include all customs, duties and charges for delivery and be net F.O.B. destination for delivery to any location designated by the Authorized User within New York State. The exceptions are:

1. Special Handling

Delivery for items requiring special handling may be charged to Authorized Users. Delivery shall be the most economical method for the proper delivery of the product unless special instructions are stated on the order by the Authorized User. Authorized User must be informed of the additional cost prior to delivery and agree in writing to the additional charge. Shipping costs must be prepaid by the vendor and may be added to the invoice with a copy of the freight bill.

2. Dry Ice and Hazardous Materials Fees

Dry ice charges will only be allowable and charged to Authorized Users the manufacturer determines the item(s) need to ship on ice for quality control. Hazardous materials fees will only be allowable and charged to the Authorized Users when the shipper assesses a hazardous materials charge based on the item's composition. Overnight service charges will only be allowable and charged to the Authorized User if the Authorized User requests overnight delivery when the item could be delivered within (3) Business Days from the time of receipt of order

3. Expedited, Overnight Delivery

Expedited, overnight delivery air service when standard delivery service is available and the item(s) could be delivered within (3) Business Days from the time of receipt of order will only be allowable and charged to the Authorized Users when such delivery is requested by the Authorized User. The Authorized User must be informed of the additional cost prior to delivery and agree in writing to the additional charge.

## **12. Product Returns**

Products returned due to Authorized User error, quality problems, duplicate shipments, outdated product, incorrect item shipped, or Contractor errors otherwise not specified shall be replaced with specified products or the Authorized User shall be credited/refunded for the full purchase price. There shall be no restocking fee if returned products are resalable.

Product returns shall be replaced within three (3) Business Days of notification to the Contractor. Delivery terms for a replacement product shall be the same as those set forth § 2.20, *Delivery*.

Returned items shall be picked up by the Contractor in accordance with Appendix B, § 51 *Rejected Product*.