



CONTRACT AMENDMENT NO.: 1
Contract No.: 42150000-20-MMCAP-ACS
Contract Name: Dental Supplies

This Contract Amendment to the Dental Supplies Contract No. 42150000-20-MMCAP-ACS (the "Contract," "Member-Requested Participation Addendum," or "MPA") is made by and between the Florida Department of Management Services, ("Department," or "Member") and Dental Health Products, Inc., a corporation with a principal address of 2614 North Sugar Bush Road, New Franken, WI 54229-0176 ("Vendor", or "Contractor") collectively referred to as the "Parties." The Contract Amendment is approved by Minnesota Multistate Contracting Alliance for Pharmacy, an agency of the State of Minnesota ("MMCAP Infuse"), and it is regarding MMS1900120 ("Master Agreement").

WHEREAS the Parties entered into the above-referenced Contract with the Contractor for the provisions of dental supplies on August 7, 2020 and it was approved by MMCAP Infuse on August 8 2020; and,

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section IV General Provisions C., Amendments, of the Contract; and,

WHEREAS, the Master Agreement was amended to extend the term with a new expiration date of January 31, 2023, as set forth in Amendment No. 1, Modifications, of the Master Agreement; and,

WHEREAS the Parties agree to renew the Contract to correspond with the amended term of the Master Agreement.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment.

- a) The MPA is amended to replace Section III, Scope, in its entirety with the following:

SCOPE

Exhibits A and B are attached and incorporated herein to the Contract

- b) The MPA is amended to replace section IV. General Provisions, subsection C., Amendments, in its entirety, with the following:

C. Amendments: Any amendment or modification to this MPA must be in writing and will not be effective until executed by the Vendor, the Member, and approved in writing by MMCAP Infuse.



CONTRACT AMENDMENT NO.: 1
Contract No.: 42150000-20-MMCAP-ACS
Contract Name: Dental Supplies

The Vendor shall notify Florida DMS within 15 calendar days, if the Master Agreement (MMS1900120) has been amended.

- c) Exhibit A is replaced in its entirety with the following:

The Master Agreement and Pricing.

The Master Agreement, which includes the pricing is attached herein as Exhibit A to this MPA. The Contract pricing shall be publicly displayed on the Department's website and in the MyFloridaMarketPlace punchout catalog in accordance with amended Additional Term No. 17. All adjustments to Contract pricing shall be made in accordance with the Master Agreement.

- d) The first paragraph of Exhibit B, Language Modification of the Agreement, is replaced in its entirety with the following:

Order of Precedence.

This Contract Amendment and the attached exhibits constitute the Contract and the entire understanding of the Parties. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract.

In the event of a conflict, the following order of precedence shall apply:

- i. This Contract Amendment
- ii. Exhibit B of the Contract, as amended herein
- iii. Exhibit A the Contract

Exhibit A, Master Agreement (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications term below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such



CONTRACT AMENDMENT NO.: 1

Contract No.: 42150000-20-MMCAP-ACS

Contract Name: Dental Supplies

citation or reference shall be replaced by the comparable Florida law or regulation.

- e) Exhibit B, Additional Terms, is amended to replace term number 4, Florida Transaction Fees, in its entirety, with the following:

4. Florida Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. Vendors delinquent in paying transaction fees shall be excluded from conducting future business with the state.

Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default



CONTRACT AMENDMENT NO.: 1
Contract No.: 42150000-20-MMCAP-ACS
Contract Name: Dental Supplies

and subject the Vendor to exclusion from business with the State of Florida.

- f) Exhibit B, Additional Terms, is amended to replace part e of term number 10, Public Records, with the following:

e.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

- g) Exhibit B, Additional Terms, is amended to replace term number 12, Suspended, Convicted, and Discriminatory, Vendor Lists in its entirety, with the following.

12. Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.



CONTRACT AMENDMENT NO.: 1
Contract No.: 42150000-20-MMCAP-ACS
Contract Name: Dental Supplies

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

- h) Exhibit B Additional Terms, is amended to replace term number 17, MFMP Electronic Invoicing, in its entirety, with the following:

17. MFMP Punchout Catalog and Electronic Invoicing.

The Contractor is required to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be



CONTRACT AMENDMENT NO.: 1
Contract No.: 42150000-20-MMCAP-ACS
Contract Name: Dental Supplies

used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN

This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- i) Exhibit B, Additional Terms, is amended to add an additional term, number 20 as follows:

20. Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

- j) Exhibit B, Additional Terms, is amended to add an additional term, number 21 as follows:



CONTRACT AMENDMENT NO.: 1
Contract No.: 42150000-20-MMCAP-ACS
Contract Name: Dental Supplies

21. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Agreement after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

- k) Exhibit B, Additional Terms, is amended to add an additional term, number 22 as follows:

22. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

II. Contract Renewal. The Contract is renewed for a period one year pursuant to the same terms and conditions, except as amended herein, with a new Contract expiration date of January 31, 2023.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

FOR THE MEMBER:
State of Florida
Department of Management Services

VENDOR:
Dental Health Products, Inc.

By: _____

By: _____



CONTRACT AMENDMENT NO.: 1
Contract No.: 42150000-20-MMCAP-ACS
Contract Name: Dental Supplies

Name: J. Todd Inman_____

Name: _____

Title: Secretary_____

Title: _____

Date: _____

Date: _____

IN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse

In accordance with Minn. Stat. 16V.03, subd. 3

By: _____

Name: _____

Date: _____

Minnesota Commissioner of Administration

In accordance with Minn. Stat. 16C.05, subd. 2

By: _____

Name: _____

Date: _____

Department of
**MANAGEMENT
SERVICES**



We serve those who serve Florida

CONTRACT AMENDMENT NO.: 1
Contract No.: 42150000-20-MMCAP-ACS
Contract Name: Dental Supplies

21. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Agreement after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

k) Exhibit B, Additional Terms, is amended to add an additional term, number 22 as follows:

22. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

II. Contract Renewal. The Contract is renewed for a period one year pursuant to the same terms and conditions, except as amended herein, with a new Contract expiration date of January 31, 2023.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

FOR THE MEMBER:
State of Florida
Department of Management Services

By: 

VENDOR:
Dental Health Products, Inc.

By: 

Department of
**MANAGEMENT
SERVICES**



We serve those who serve Florida

CONTRACT AMENDMENT NO.: 1
Contract No.: 42150000-20-MMCAP-ACS
Contract Name: Dental Supplies

Name: J. Todd Inman

Name: Steve Desautel

Title: Secretary

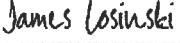
Title: Vice President, Sales & Marketing

Date: 1/25/2022

Date: January 14, 2022

IN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse
In accordance with Minn. Stat. 16V.03, subd. 3

By: 
UCAAB984AFAD40F...

Name: James Losinski

Date: 1/27/2022

Minnesota Commissioner of Administration
In accordance with Minn. Stat. 16C.05, subd. 2

By: 
C081B5019F684F6...

Name: Robbin J Tschida

Date: 1/27/2022