

Member-Requested Participation Addendum (MPA)

This Addendum ("**MPA**") is entered into by the Florida Department of Management Services, ("**Member**" or "**Florida DMS**") and Henry Schein Dental, a division of Henry Schein, Inc., a corporation, with a principal address of 135 Duryea Rd., Melville, NY 11747 ("**Vendor**") and the MMCAP Infuse, an agency of the State of Minnesota ("**MMCAP Infuse**"), regarding MMS1900159 ("**Agreement**").

WHEREAS, MMCAP and Vendor executed the Agreement on December 23, 2019.

WHEREAS, Member and Vendor wish to amend the terms and conditions of the Agreement to address the matters of Member.

WHEREAS, MMCAP Infuse has sole approval authority to any changes to the Agreement, thus is a signatory to this MPA.

WHEREAS, Member, MMCAP Infuse, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP Infuse and Vendor nor the relationship between any other member of MMCAP and Vendor.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

I. DEFINITIONS

- A. **Membership**: Means the joint power cooperative comprised of the MMCAP Infuse authorized states, departments, facilities, and other municipalities.
- B. **Customer**: Means the authorized departments, facilities, and other municipalities approved by Member and MMCAP Infuse to access and use this MPA.

II. EFFECTIVE DATE AND TERM

- A. **Effective Date**: This MPA is effective on December 01, 2023, or the date all signatures have been obtained, whichever is later. On the Effective Date, this MPA will supersede the prior MPA between Member and Vendor.
- B. **Expiration Date**: Coincides with the Agreement termination date.
- C. **Termination**: This MPA terminates upon:
 - 1. Thirty calendar days' written notice to the other parties; or
 - 2. The termination of the Agreement; or
 - 3. Written agreement executed by all parties.

III. SCOPE

- A. This MPA is an addendum to the Agreement, and all subsequent amendments, executed by MMCAP Infuse and Vendor. The terms of the Agreement, as amended, and this MPA shall govern the contractual relationship between Member and Vendor. The most current iteration of the Agreement, which shall be incorporated into **Exhibit A**, can be viewed by Member and Customers on MMCAP's website located at <https://members.infuse-mn.gov/user/login?destination=/contract-documents>. A copy of these documents can also be obtained by contacting the Florida DMS contract manager. MMCAP Infuse agrees to provide written notice updating Florida DMS on any amendments to the Agreement. Vendor agrees to, where applicable, maintain a current and complete punchout catalog for use by Florida DMS and Customers.
- B. **Exhibit B**: Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationships between Member and Vendor. In the event of any conflict between the terms of the Agreement, as amended and incorporated into Exhibit A and Exhibit B of this MPA, the terms of Exhibit B will supersede as between Member and Vendor. Neither MMCAP Infuse, the State of Minnesota, nor any other party of the Membership are bound by the terms of Exhibit B.

IV. GENERAL PROVISIONS

- A. **Assignment:** Except as required by law, neither the Member nor Vendor will assign, delegate, or transfer any rights or obligations under this MPA without the prior written consent of MMCAP Infuse.
- B. **Counterparts and Electronic Signature:** The MPA cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP, Member and Vendor expressly agree to conduct transactions under the MPA by electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this MPA by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this MPA is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions required by MMCAP Infuse in order for this MPA to be a transferable record, to ensure that MMCAP Infuse has control of the authoritative copy of such transferable record.
- C. **Amendments:** Any amendment or modification to this MPA must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP Infuse.

IN WITNESS WHEREOF, the undersigned parties have caused this MPA to be signed on their behalf intending to be bound thereby.

BY AND BETWEEN:**FOR THE MEMBER:**

STATE OF FLORIDA

Department of Management Services

Signature: _____

DocuSigned by:
Pedro Allende

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Printed: _____

Pedro Allende

Title: _____

Secretary

Date: _____

4/2/2024 | 10:57 AM EDT

VENDOR (Henry Schein Dental, a division of Henry Schein, Inc.):

Signature: _____

DocuSigned by:

Andy Goldy

16541A4DD362B447d

Printed: _____

Andy Goldy

Title: _____

VP, Government

Date: _____

3/23/2024

IN AN APPROVAL CAPACITY ONLY:**State of Minnesota for MMCAP Infuse**

In accordance with Minn. Stat. § 16C.03, subd. 3

Signature: _____

DocuSigned by:

Nalee Xiong

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Printed: _____

Nalee Xiong

Date: 4/3/2024

Minnesota Commissioner of Administration

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

Signature: _____

DocuSigned by:

Christina Fox

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Printed: _____

Christina Fox

Date: 4/3/2024

EXHIBIT A

Master Contract, Contract Pricing, and other Applicable Legal Documents

1. **MMS1900159** MMCAP. The most current iteration of the Agreement is incorporated herein into Exhibit A. The Agreement, and all subsequent amendments, can be viewed by Member and Customers on MMCAP's website located at <https://members.infuse-mn.gov/user/login?destination=/contract-documents>. A copy of these documents can also be obtained by contacting the Florida DMS contract manager.

EXHIBIT B**Language Modification of the Agreement**

The following terms and conditions are entered into between Vendor and the Member and are incorporated in the documents identified on Exhibit A. Neither MMCAP Infuse, the State of Minnesota, nor the Membership (except for the Member and applicable Facilities), are bound by the terms within this Exhibit.

1. All references to "State" will equate to the State of Florida.
2. All references to "supplier" or "Contractor" will equate to Vendor.
3. All references to "Contract" will equate to MPA.

Modification of Terms:

1. **Payment Invoicing.** The Vendor will be paid in accordance with section 215.422, F.S., upon submission of proper invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit.
2. **Orders.** Vendor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

Additional Terms:

1. **Travel.** Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, Florida Statutes.
2. **Annual Appropriation.** Pursuant to section 287.0582, Florida Statutes, if the MPA binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the MPA is contingent upon an annual appropriation by the Florida Legislature.
3. **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(24), Florida Statutes. All payments issued by Facilities to registered Vendors for purchases of commodities or contractual services under Chapter 287, F.S. shall be assessed Florida Transaction Fees of one percent (1%) as prescribed by Rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall pay the Florida Transaction Fee and are subject to automatic deduction of the Florida Transaction Fee, when automatic deduction becomes available. Member understands that the Vendor will adjust pricing in the Agreement and/or amend the discounts the Vendor provides to Florida Customers to reflect the Florida Transaction Fee. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C.. All such reports and payments are subject to audit. The Agency will have grounds for declaring the Vendor in default if the Vendor fails to comply with the payment of the Florida Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.
4. **Respect.** Subject to the agency determination provided for in Section 413.036, Florida Statutes, the following statement applies:
IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS MPA SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION [413.036](#)(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS MPA THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS MPA SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

5. **Pride.** Subject to the agency determination provided for in Sections 946.515 and 287.042(1), Florida Statutes, the following statement applies:
IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS MPA SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED

UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), FLORIDA STATUTES; AND FOR PURPOSES OF THIS MPA THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS MPA SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

6. **Vendor Certification.** The Department may, at its option, terminate the MPA if the Vendor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
7. **Cooperation with Inspector General.** Pursuant to section 20.055(5), F.S., the Vendor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Vendor must provide any information the Inspector General deems relevant to the Vendor's integrity or responsibility. Such information may include, but will not be limited to, the Vendor's business or financial records, documents, or files of any type or form that refer to or relate to the MPA. The Vendor will retain such records for the longer of five years after the expiration of the MPA, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Vendor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Vendor's compliance with the terms of this or any other agreement between the Vendor and the State of Florida which results in the suspension or debarment of the Vendor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Vendor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the MPA.
8. **Financial Consequences of Non-Performance.** Pursuant to section 287.058(1)(h), Florida Statutes, financial consequences for non-performance are required. The Vendor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the MPA. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the Member for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited. For the avoidance of doubt, the Vendor agrees that once a purchase order is accepted, if the Agreement is later amended to increase pricing, the Customer cannot be invoiced for a higher price than that listed on the purchase order. The Vendor must also respond to and resolve identified pricing discrepancies or any other Customer issue as soon as practicable.
9. **Public Records.** The Member may unilaterally cancel this MPA for refusal by the Vendor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Vendor in conjunction with the MPA, unless the records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), Florida Statutes. Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below. If, under a resulting MPA or purchase order, the Vendor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Vendor shall:
 - a. Keep and maintain public records required by the public agency to perform the service;
 - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the MPA term and following the completion of the MPA if the vendor does not transfer the records to the public agency;
 - d. Upon completion of the MPA, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the MPA, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the MPA, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided

to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

e. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MPA, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OF THE ORDERING ENTITY.**

10. **Dispute Resolution, Governing Law, and Venue.** Any dispute between the Vendor and Member concerning performance of the MPA shall be decided by the Florida DMS designated Contract Manager, who will reduce the decision to writing and serve a copy on the Vendor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Vendor's ability to pursue legal action related to the MPA or any other form of dispute resolution. For disputes between the Vendor and Member, the laws of the State of Florida govern the MPA. Vendor and Member submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the MPA. Further, the Vendor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Vendor hereby submits to venue in the county chosen by Florida DMS.
11. **Suspended, Convicted, Antitrust Violator, and Discriminatory Vendor Lists.** In accordance with sections 287.133, 287.134, and 287.137, F.S., the Vendor 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 MPA, 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 MPA. The Vendor 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 MPA. 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.
12. **E-Verify.** E-Verify. The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.
Pursuant to sub-paragraph (5)(c)1 of section 448.095, F.S., if the Member has a good faith belief that the Vendor has knowingly violated section 448.09(1), F.S., it will terminate the MPA. If terminated for such reason, the Vendor will not be eligible for award of a public contract for at least one year after the date of such termination. The Member reserves the right to order the immediate termination of any contract between the Vendor and a subcontractor performing work on its behalf should the Member develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.
13. **Inspection of Records, Papers, and Documents.** In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Vendor that are directly related to the performance of the MPA or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Vendor which the Department determines are necessary to monitor the performance of the MPA or to ensure that the terms of the MPA are being met. The Vendor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.
14. **Purchases Prerequisites.** Before fulfilling any Customer purchases and receiving payment, the Vendor and applicable subcontractors, affiliates, partners, resellers, distributors, and dealers must have met the following requirements, unless further notated below:
- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Member with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>) (only required by applicable subcontractors, affiliates, partners, resellers, distributors, and dealers if receiving payment).
 - Not be on the State's Convicted, Suspended, or Discriminatory Vendor lists (http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
 - Have a copy of e-Verify Status on file

- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>) (only required by applicable subcontractors, affiliates, partners, resellers, distributors, and dealers if receiving payment).

15. **MFMP Electronic Invoicing.** The Vendor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MyFloridaMarketPlace (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 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 Vendors to submit invoices via the AN for catalog and non-catalog goods and services. Vendors 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 Vendor warrants and represents that it is authorized and empowered to and hereby grants the State of Florida and the third-party provider of MFMP, a State of Florida contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Vendor 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 Vendor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Vendor under the MPA.

The Vendor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

16. **MPA Reporting.** The Vendor shall provide the following reports associated with this MPA.

- 1) MPA Quarterly Sales Reports. The Vendor shall submit Quarterly Sales Reports to the Member's Contract Manager within 30 calendar days after the close of each Florida fiscal quarter (Florida's fiscal quarters close on September 30, December 31, March 31, and June 30). The Vendor's first Quarterly Sales Report will be due 30 calendar days after the first full quarter following MPA execution.

Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at [FL DMS Quarterly Sales Report Form](#). The report shall include all Customer sales received and associated with this MPA during the quarter. Initiation and submission of the Quarterly Sales Report is the responsibility of the Vendor without prompting or notification from the Member's Contract Manager. If no orders are received during the period, the Vendor must submit a report stating that there was no activity. If the Vendor fails to submit two consecutive quarterly sales reports, the MPA may be terminated, or the Member may choose to not renew the MPA.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Vendor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
- 3) Ad Hoc Sales Reports. The Member may require additional MPA sales information such as copies of purchase orders or ad hoc sales reports. The Vendor shall submit these documents and reports within the timeframe specified by the Member.
- 4) MFMP Transaction Fee Reports. The Vendor shall submit monthly Florida Transaction Fee Reports to the Member. Reports are due 15 calendar days after the end of each month. Information on how to submit Florida Transaction Fee Reports online can be located on the [Transaction Fee and Reporting website](#). Assistance with the transaction fee reporting system is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – due 30 calendar days after close of the period
- Quarter 2 - (October-December) – due 30 calendar days after close of the period
- Quarter 3 - (January-March) – due 30 calendar days after close of the period
- Quarter 4 - (April-June) – due 30 calendar days after close of the period

The Member may not consider renewal of the MPA or price adjustments if the Vendor is late on submitting required reports or for outstanding fees owed.

17. **Business Review Meetings.** Both the Member and Customer reserve the right to schedule business review meetings. The Member or Customer will provide the format for the Vendor's agenda. In the event the Member or Customer schedules a business review meeting, the Vendor shall submit the completed agenda to the Member or Customer for review and acceptance prior to the meeting. The Vendor shall address the agenda items and any of the Member's or Customer's additional concerns at the meeting. At a minimum, the agenda items may include:
- a. MPA compliance
 - b. Savings report (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Vendor being placed on a Corrective Action Plan and possible termination of the MPA.