

**AMENDMENT NO. 1 TO THE 42000000-23-ACS MPA FOR MMCAP INFUSE AGREEMENT NO. MMS2200733**

THIS AMENDMENT NO. 1 ("**Amendment**") is entered into on the date all required signatures are obtained for this document by and between the Florida Department of Management Services ("**Member**" or "**Florida DMS**") and Medline Industries, LP ("**Vendor**") collectively referred to as the "**Parties**" and MMCAP Infuse, an agency of the State of Minnesota ("**MMCAP Infuse**") regarding the Member Addendum for MMS2200733 ("**MPA**" or "**Contract**").

**RECITALS**

**WHEREAS**, Member and Vendor desire to amend the 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;

**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:

The following revisions are incorporated by reference into the MPA for MMS2200733. In the event of conflict between this Amendment and the MPA, the terms of this Amendment shall control.

**Revision 1:**

**Expiration Date:** Coincides with the Agreement termination date.

**Revision 2:**

**Termination Related to Statutory Certifications.** At the Member's option, the Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Contract based on the statutory provisions referenced therein.

**Revision 3:**

**Warranty of Ability to Perform.** Upon the effective date of the Contract, and each year on the anniversary date of the Contract, the Contractor shall submit to the Member a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations.

Additionally, the Contractor shall promptly notify the Member in writing if its ability to perform is compromised in any manner during the term of the Contract (including potential inability to renew the Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Member of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Member has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Member and use commercially reasonable efforts to perform its obligations on time notwithstanding the Member's delay.

**BY AND BETWEEN:**

**FOR THE MEMBER:**  
STATE OF FLORIDA

**Signature:**

DocuSigned by:  
*Pedro Allende*  
C94713929499485...

**Printed:**

Pedro Allende

**Title:**

Secretary

**Date:**

3/31/2025 | 7:43 PM EDT

**VENDOR (Medline Industries, LP):**

**Signature:**

*Chris Powers*

**Printed:**

Chris Powers

**Title:**

VP of Government Sales

**Date:**

03/18/2025

**IN AN APPROVAL CAPACITY ONLY:**

**State of Minnesota for MMCAP Infuse**

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

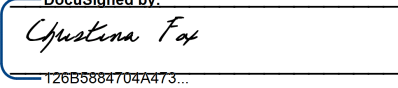
Printed: Rose Svitak

Signature:  Date: 4/1/2025

**Minnesota Commissioner of Administration**

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

Printed: Christina Fox

Signature:  Date: 4/1/2025