11/1/2023

Member-Requested Participation Addendum (MPA)

This Addendum ("**MPA**") is entered into by the Washington State Department of Enterprise Services on behalf of the State of Washington ("**Member**") and Henry Schein, Inc., a corporation, with a principal address of 135 Duryea Road, Melville, New York 11747 ("**Vendor**") and incorporates MMCAP Infuse, an agency of the State of Minnesota ("**MMCAP Infuse**") agreement MMS2200734 ("**Agreement**").

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 Infuse and the Vendor.

THEREFORE, 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. **Approved Facilities**: Means the authorized departments, facilities, and other municipalities approved by Member and MMCAP Infuse to access and use this MPA, as identified on Exhibit B.

II. EFFECTIVE DATE AND TERM

A. **Effective Date**: This MPA is effective on November 1, 2023 or the date all signatures have been obtained, whichever is later.

B. **Termination**: This MPA terminates upon:

1. Thirty (30) calendar days' written notice to the other parties; or
2. The termination of the Agreement between MMCAP Infuse and the Vendor; or
3. Written agreement executed by all parties.

III. SCOPE

A. **Exhibit A**: Which is attached and incorporated herein, identifies the Agreement and all other documents to be incorporated into the contractual relationship between Member and Vendor.

B. **Exhibit B**: Which is attached and incorporated herein, identifies the Approved Facilities Member has approved to access the Agreement and MPA.

C. **Exhibit C**: Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationships between Member and Vendor, as referenced on Exhibit A. In the event of any conflict between the terms of the Agreement and Exhibit C of this MPA, the terms of Exhibit C will supersede as between Member and Vendor. *MMCAP Infuse, the State of Minnesota, nor any other party of the Membership (except for the Facilities) are bound by the terms of Exhibit C*.

IV. GENERAL PROVISIONS

A. **Assignment**: Except as affirmed in this MPA, the Member nor Vendor will not 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 Infuse, 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 WASHINGTON
Department of Enterprise Services:

Signature: Elena McGrew
By: Elena McGrew
Title: Procurement Manager
Date: 11/21/2023

HENRY SCHEIN, INC.:

Signature:
By: Jeff Klingler
Title: VP & GM, U.S. Specialty Group
Date: 11/20/2023

IN AN APPROVAL CAPACITY ONLY:

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

Signature: DocuSigned by: James Babbitt DDE5B1490A484FC... Printed: James Babbitt Date: 11/21/2023

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

Signature: DocuSigned by: Christina Fox 126B5884704A473... Printed: Christina Fox Date: 11/27/2023

EXHIBIT A

Agreement and other Applicable Legal Documents

1. Agreement MMS2200734
2. Revised Code of Washington (RCW)

EXHIBIT B

Approved Facilities

The following terms and conditions apply solely to the performance of Vendor and Member and solely for facilities designated as applicable by Member. These terms will be enforced by Member.

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Statewide contracts for goods and services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these Statewide contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to specified eligible purchasers. *See* RCW 39.26.050(1) & (2).
B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. *See* RCW 39.26.060(1).
C. Enterprise Services determined that entering into this MPA will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
D. The purpose of this MPA is to enable eligible purchasers to purchase certain goods/services as set forth herein.

PARTICIPATION – ELIGIBLE PURCHASERS ("APPROVED FACILITIES"):

This Agreement may be used by any of the following:

A. WASHINGTON STATE AGENCIES. Washington state agencies, departments, offices, divisions, boards, and commission

B. Washington State Institutions of Higher Education (colleges). Any of the following institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University;
- Evergreen State college;
- Community colleges; and
- Technical colleges.

C. CONTRACT USAGE AGREEMENT PARTIES. The Agreement also may be utilized by any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

EXHIBIT C

Language Modification of the Agreement

The following terms and conditions are entered into between Vendor and the Member and incorporate the documents identified on Exhibit A. Neither MMCAP, the State of Minnesota, nor the Membership, except for the Member (and applicable Facilities on Exhibit B), are bound by the terms within this Exhibit. The Member and Vendor understands and agrees that if the Vendor will assess any additional costs to accommodate these modifications and/or additional terms, those costs will only be applied to the Member or Approved Facilities and not directly or indirectly to MMCAP Infuse or the rest of the Membership. Additional costs will be applied or collected by one or more of the following: (i) increased pricing; (ii) a reduction in discounts; (iii) a surcharge or other fee; and/or (iv) a reduction in Shareback. Additional costs shall be negotiated and monitored only by the Member and the Vendor.

Modification of Terms:

1. **WASHINGTON STATE PROCUREMENT PRIORITIES.** Vendor understands and acknowledges that, in procuring goods/services, Washington State seeks to implement various state procurement priorities (e.g., goods/services that qualify as environmentally preferred products; goods/services produced in accordance with certain social welfare goals; and contracts with designated vendors (e.g., blind-made products, vendors who certify and qualify as Washington Small Businesses or Certified Veteran-Owned Businesses)) and may identify or categorize its goods/services contracts as such to assist eligible purchasers in identifying a procurement solution that meets their needs.
2. **WASHINGTON STATE GREEN PURCHASING POLICIES.** The summaries provided here are for convenience and are not intended to encompass the full description or requirements of each policy or statute. In addition, this list does not encompass in full the Washington State statutes with which the Vendor is required to comply.
    a. **Environmentally Preferred Purchasing (EPP) Reporting.** In support of Executive Order 20-01 and at Member's written request, Vendor shall provide annual sales reporting for all products purchased under this MPA in accordance with Exhibit A of this MPA. Product certifications shall be provided, as available from the manufacturer, for those products specified in Section 2.b. below.
    b. **Postconsumer Recycled Content.** In accordance with RCW 70A.245.020, Vendor shall, at Member's written request, if applicable and to the extent commercially reasonable and available to Vendor from manufacturers and suppliers of the applicable items, provide an annual report of postconsumer recycled content percentage on average for the total quantity of plastic containers, by weight, that are sold, offered for sale, or distributed by Vendor to Member hereunder in or into the State of Washington.
    c. **Expanded Polystyrene (EPS) Prohibition.** In accordance with RCW 70A.245.070, packing peanuts and other EPS void-filling packaging shall not be used in Vendor shipments to Member hereunder within or into the State of Washington. Effective June 2024, EPS portable coolers and food service containers shall not be used in Vendor shipments within or into the State of Washington.
    d. **Purchasing Preference for Products That Contain Recycled Materials.** If available to Vendor at no additional cost, Vendor shall provide products and product packaging that contain recycled materials. If multiple products containing recycled materials are available, Vendor shall attempt to provide the product with the highest amount of recycled material.
    e. **Purchasing Preference for Electronic Products Relating to Reduction or Elimination of Hazardous Materials.** If available from the manufacturers or suppliers of electronics sold by Vendor to Member hereunder, Vendor will endeavor to supply applicable electronics that are on the EPEAT Registry at Bronze level or higher or meet another environmental standard that reduces the use of hazardous substances (e.g., TCO or the EU's Restriction of Hazardous Substances (RoHS) Directive).
    f. **Purchasing Preference for Products and Product Packaging That Do Not Contain Polychlorinated Biphenyls (PCBs).** If available, Vendor shall supply a transparent, non-pigmented version of products and/or product packaging.
    g. **Purchasing Preference for Products Without Added Mercury.** Where there are nonmercury-added products available at no additional cost, Vendor shall endeavor to supply those products to Member. If nonmercury-added products are not reasonably available at comparable cost to mercury-added products, Vendor shall endeavor to supply products that contain the least amount of added mercury required to achieve product performance.

Additional Terms:

1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM**. Vendor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at https://pr-webs-customer.des.wa.gov/home.html.

2. **WASHINGTON'S STATEWIDE PAYEE DESK**. To be paid for Agreement sales, Vendor must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a vendor until it is registered. Registration materials are available here: https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services.

3. **QUALIFIED TO DO BUSINESS.** Vendor represents and warrants that Vendor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4. **INSURANCE**

   A. ADDITIONAL INSURED: Vendor agrees to include the State of Washington, including its officers, agents, and employees, as additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of the Vendor, and products and completed operations of the Vendor. The policy provision(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. Proof of this coverage shall be provided by the Vendor upon execution of this agreement.

   B. INSURANCE ENDORSEMENTS: Upon request Vendor will timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Agreement. The Member understands and agrees that the Vendor will assess any additional costs associated with the request, will only apply to the Member or Approved Facilities and not directly or indirectly to MMCAP Infuse or the rest of the Membership.

5. **REPORTING.** Vendor will timely provide to Enterprise Services sales report(s) when requested by Enterprise Services. The Member understands and agrees that the Vendor will assess any additional costs associated with the request, will only apply to the Member or Approved Facilities and not directly or indirectly to MMCAP Infuse or the rest of the Membership.

6. **VENDOR REPRESENTATIONS AND WARRANTIES**. Vendor makes each of the following representations and warranties as of the effective date of this MPA and at the time any order is placed pursuant to the Agreement. If, at the time of any such order, Vendor cannot make such representations and warranties, Vendor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

   A. WAGE VIOLATIONS. Vendor represents and warrants that, during the term of the MPA, and the three (3) year period immediately preceding the MPA, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

   B. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (Mandatory Individual Arbitration). Vendor represents and warrants that Vendor does NOT require its employees that reside or work in the State of Washington, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Vendor further represents and warrants that, during the term of this MPA, Vendor shall not, as a condition of employment, require its employees that reside or work in the State of Washington, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

7. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION**: Vendor shall comply with all applicable laws. Vendor shall promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Vendor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

8. **PRIMARY CONTACTS**: The primary contact individuals for this MPA are as follows (or their named successors):

Vendor	Member
Henry Schein, Inc. 135 Duryea Road Melville, New York 11747	State of Washington Department of Enterprise Services Contracts & Procurement P.O. Box 41411 Olympia, WA 98504-1411
Attn: Cristina Bowman Email: Cristina.Bowman@henryschein.com	Attn: Washington MMCAP Contract Administrator Email: DESContractsTeamFir@des.wa.gov

9. **ORDERS**: Unless the parties agree in writing that another contract or agreement applies to such order, any order placed by an Approved Facility set forth on Exhibit B for a product and/or service available from the Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Vendor as conditioned by this MPA.