

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 23110600000000000053	
COMMODITY/SERVICE DESCRIPTION: Medical Supplies	
START DATE: 11/6/2023	END DATE: 12/31/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 <sup>th</sup> Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Henry Schein Inc.		
ADDRESS: 135 Duryea Road E270		
CITY: Melville	STATE: NY	ZIP CODE: 11747
PROVIDER'S VENDOR CUSTOMER #: VC1000036215		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

DocuSigned by:  
  
 Michelle Fournier  
 066BBD96EE5347F...  
 Bill Allen, Senior Procurement Manager  
 Date 7/3/2025

DocuSigned by:  
  
 Andy Goldy  
 3B4F87143BC043F...  
 Andy Goldy Vice President  
 Date 7/2/2025

*The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.*

**DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD**

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Michael McNeil	
EMAIL: michael.mcneil@maine.gov	TELEPHONE: 207-956-2351

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: Cristina Bowman	
EMAIL: Cristina.Bowman@henryschein.com	TELEPHONE: 864-381-5900

Any changes to the individuals identified above may be changed at any time through written notice by either party.

**Master Agreement (MA) procurement method:** PA (MMCAP Infuse Contract MMS2200734)

## Member-Requested Participation Addendum (MPA)

This Addendum ("**MPA**") is entered into by State of Maine ("**Member**") and Henry Schein, Inc., a corporation with a principal address of 135 Duryea Road, Melville, NY, 11747 ("**Vendor**") and MMCAP Infuse, an agency of the State of Minnesota ("**MMCAP Infuse**"), regarding 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.

**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. **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 the date all signatures have been obtained.
- 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 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 B of this MPA, the terms of Exhibit B 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 B.*

### IV. **GENERAL PROVISIONS**

- A. **Assignment**: Except as affirmed in this MPA, 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 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.
- D. **Jurisdiction and Venue:** This MPA, except for the contents of Exhibit B, will be governed by the laws of Minnesota. Venue for all legal proceedings involving MMCAP Infuse arising out of this MPA, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All disputes between Member and Vendor will be governed as agreed upon in the Agreement.

**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 MAINE

Signed by:

Signature:

William J.E. Allen

Printed:

William J.E. Allen

Title:

NOI 0620250595 06/20/2025 - 06/26/2025

Date:

6/25/2025

**VENDOR: HENRY SCHEIN, INC.**

DocuSigned by:

Signature:

Andy Goidy

Printed:

Andy Goidy

Title:

VP, One Government

Date:

6/18/2025

**IN AN APPROVAL CAPACITY ONLY:**

**State of Minnesota for MMCAP Infuse**

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

DocuSigned by:

Signature:

Jared Huizenga

Printed:

Jared Huizenga

Date: 6/25/2025

**Minnesota Commissioner of Administration**

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

DocuSigned by:

Signature:

Christina Fox

Printed:

Christina Fox

Date: 6/25/2025

**[SIGNATURE PAGE]**

**EXHIBIT A**

**Agreement and other Applicable Legal Documents**

1. Agreement MMS2200734

**EXHIBIT B****Language Modification of the Agreement**

The following terms and conditions are entered into between Vendor and the Member and are added to 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.

**Additional Terms:**

**1. DEFINITIONS:** The following additional definitions are applicable to the additional terms in this Exhibit B:

- a. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
- b. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
- c. The term "Office" or "OSPS" shall refer to the Office of State of Procurement Services.

**2. WARRANTY:**

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this MPA or relieve the Vendor liability in respect of any warranties or responsibility for faulty material or workmanship. The Vendor shall remedy any defects in the work which shall appear within one year from the date of final acceptance of the work provided hereunder. The Office of State Procurement Services shall give written notice of observed defects with reasonable promptness.

**3. TAXES:** Vendor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. This does not exempt the Member from paying any mandated health care federal taxes. Vendor agrees to accept and use valid tax exemption certificates when supplied by the OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Vendor, Vendor agrees to notify the OSPS and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the OSPS.

**4. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified in the Agreement. Articles shall be suitably packed to secure the lowest commercially reasonable transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance which inspection shall be conducted within fifteen (15) business days of receipt. The Office of State Procurement Services, at its option, may either reject any article or work not in conformity with the requirements and terms of this order. The OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the OSPS for the cost of complete inspection of the articles included in such shipment. Rejected defective material may be returned at Contractor's risk and expense at the full invoice price plus applicable reasonable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the OSPS. If there is an inspection and return process in the Agreement, that will supersede this Paragraph, regardless of Order of Precedence.

**6. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Agreement number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Office of State Procurement Services.

**7. INTERPRETATION:** This MPA shall be governed by the laws of the State of Maine as to interpretation and performance between Member and Vendor.

**8. DISPUTES:** As to disputes exclusively between Member and Vendor as to the quality and acceptability of articles provided and installation of such articles, the OSPS and Vendor will attempt to negotiate a resolution of such disputes in good faith. If the parties are unable to resolve such dispute, the OSPS will decide in a commercially reasonable manner any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this MPA; provided, that the OSPS's and any Member's sole and exclusive remedy if Vendor disputes in good faith any such finding by the OSPS is a full refund for the activities and articles such to such dispute.

**9. SOLICITATION:** The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this MPA, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this MPA. For breach or violation of this warranty, the OSPS shall have the absolute right to annul this MPA or, in its discretion, to deduct from the MPA price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**10. WAIVER:** The failure of the OSPS to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Vendor with respect to such future performance shall continue in full force and effect.

**11. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in the State of Maine must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**12. COMPETITION:** By accepting this MPA, Vendor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the OSPS of Purchases.

**13. INTEGRATION:** In respect to the relationship between the Member, and Vendor, all terms of this MPA are to be interpreted in such a way as to be consistent at all times with this document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Agreement.

**14. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this MPA and the Agreement in respect to the relationship between Member and Vendor, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. This MPA
- c. Scope of Work - If applicable
- d. Agreement - as referenced in Exhibit A

**15. CYBERSECURITY AND PROHIBITED TECHNOLOGIES:** The Vendor certifies to the best of Vendor's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this MPA:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

By signing this MPA, Vendor acknowledges that it has been advised by the OSPS that a person who signs this MPA, with knowledge that it is in violation of this section 15, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.

Accurate as of February 12, 2025

The most current version

<https://members.infuse-mn.gov/contract-documents>



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Minnesota Department of Administration  
Office of State Procurement  
50 Sherburne Avenue, Suite 112 Administration Building, St. Paul, MN 55155  
Phone: 651.201.2420

Henry Schein, Inc.

MMS2200734

Prepared on August 3, 2023



**AMENDMENT NO. 2 TO MMCAP INFUSE AGREEMENT NO. MMS2200734**

THIS AMENDMENT NO. 2 ("Amendment") to MMS2200734 ("Agreement") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of MMCAP Infuse ("MMCAP Infuse") and Henry Schein, Inc., a corporation with an address of 135 Duryea Rd., Melville, NY 11747 ("Vendor").

**RECITALS**

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

**Capitalized Terms; Definitions; Conditions.** The Agreement and Amendment shall be read together as one document. Any capitalized terms used in the Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

**Modifications**

**Revision 1:** Line 2 of the *Agreement Term* in the Agreement will be revised as follows:

2. **Expiration Date:** ~~May 1, 2025~~ December 31, 2026

**Revision 2:** *Attachment A-3* of the Agreement will be removed in its entirety and replaced with a new *Attachment A-3*, which is attached and incorporated as *Exhibit 1* to this Amendment.

**VENDOR: Henry Schein, Inc.**

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name:

DocuSigned by:

Andy Goldy

Signature:

3B4F871A0EC0DF

Title:

VP, One Government

Date:

12/9/2024

**STATE OF MINNESOTA FOR MMCAP INFUSE**

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

Name:

DocuSigned by: Nalee Xiong

Signature:

Nalee Xiong

Date:

12/10/2024

**COMMISSIONER OF ADMINISTRATION**

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

Name:

DocuSigned by: Tina Fox

Signature:

Tina Fox

Date:

12/10/2024