

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT RENEWAL

TO: Henry Schein, Inc.
135 Duryea Road
Melville, New York 11747

DATE ISSUED: November 27, 2019

CONTRACT NO: 17-170-1-R

CONTRACT TITLE: Dental Equipment & Supplies

THIS IS A NOTICE OF CONTRACT EXTENSION AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER.

This is your notice that the above referenced contract has been renewed. The "Contract Term" covered by this Notice of Contract Renewal is effective **December 1, 2019**, and expires **November 30, 2020**, subject to any modifications as provided for in the Contract Documents. The Commonwealth of Virginia contract has one (1) remaining option to renew.

The Contract Documents consist of the terms and conditions of Arlington County Agreement No. 17-170-1-R, Rider Agreement to the Commonwealth of Virginia contract #E194-761-42-MA2215, including any exhibits, attachments or amendments thereto.

ALL TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT REMAIN UNCHANGED.

VENDOR CONTACT: Ryan Finnegan

TELEPHONE NO: (414) 290-2530

EMAIL ADDRESS: Ryan.Finnegan@henryschein.com

COUNTY CONTACT: Yanbin Ge

TELEPHONE NO: (703) 228-5581

EMAIL ADDRESS: yge@arlingtonva.us

CONTRACT AUTHORIZATION

Procurement Officer: Vanessa Moorehead



COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #2
TO
CONTRACT NUMBER E194-76142
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
DENTAL HEALTH PRODUCTS, INC.

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Dental Health Products, Inc., a Wisconsin corporation, hereinafter referred to as the "Contractor" or "DHP", relating to the modification of Contract E194-76142 effective December 1, 2016, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A) renew the Contract. All changes are effective December 1, 2019 and shall be included in any subsequent modifications.

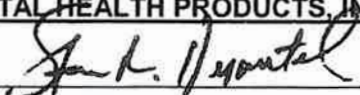

A. Reference: Contract E194-76142, "Renewal of Contract."

Both parties hereby agree to renew the above-referenced Contract for an additional one (1) year period, beginning December 1, 2019 through November 30, 2020. There is one (1) remaining one (1) year renewal options.

Both parties hereby agree to the modified pricing as outlined on the attached Price and Delivery Schedule.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-76142 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

<u>DENTAL HEALTH PRODUCTS, INC.</u>		<u>COMMONWEALTH OF VIRGINIA</u>	
BY:		BY:	
NAME:	<u>Steven Desautel</u> Printed Name	NAME:	<u>Angela J. Shearn, VCO, VCA</u> Printed Name
TITLE:	<u>Vice President Sales + Marketing</u>	TITLE:	<u>Statewide Sourcing & Contracting Officer</u>
DATE:	<u>11/25/19</u>	DATE:	<u>11/25/19</u>

**ATTACHMENT A
TO
CONTRACT E194-76142
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
DENTAL HEALTH PRODUCTS, INC.
GOODS AND PRICING SCHEDULE**

Attachment "A" is hereby incorporated into and made an integral part of Contract E194-76142 between the Commonwealth of Virginia and Dental health Products, Inc. In the event of any discrepancy between this Attachment "A" and the Contract, the provisions of the Contract shall control.

I. LISTING OF GOODS AND SERVICES

All requirements stated in the Commonwealth's IFB#E194-1947, Section III, entitled "Specifications"; and the Solution, including all goods and services, and integral products to the Solution, as applicable and as delineated in Contractor's bid, submitted in response thereto, for the provision of dental equipment and supplies as delineated therein, in accordance with the following, or as otherwise stipulated in any Modification to this Contract.

II. CONTRACT PERIOD

The contract shall be effective from December 1, 2019 through November 30, 2020.

There is one (1) potential one-year renewal options available for this contract.

III. PRICING SCHEDULE

The Manufacturer's price list will change periodically; however, **the percentage discount(s) will remain firm throughout the life of the Contract.** Contract price shall be in the form of a fixed percentage discount off the most recent manufacturer's published price list that has been approved and incorporated as part of the Contract. The discount shall include all other applicable charges. The percentage discount will remain the same throughout the term of the Contract, to include all renewals, and shall apply to any new products and/or accessories which may be introduced and added to the manufacturers' product lines.

IV. DISCOUNT STRUCTURE

25 % uniform discount off the current list price for all brands EXCEPT Health-Tee.
30% uniform discount off the current list price for HEALTH-TEC Brand.

V. REPORTING REQUIREMENTS

During the term of the Contract, or any renewal thereof, the Contractor agrees that the following reports shall be submitted to the Contract Officer. Failure to comply with reporting and payment requirements of this section may

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To Modification #2
To Contract #E194-76142
Dental Health Products, Inc.

result in payment(s) being withheld until compliance with the plan is received and confirmed. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Reports include, but are not limited to, the following:

A. Contractor's Quarterly Report of Sales

On a quarterly basis, the Contractor shall provide the Contract Officer with reports of the total dollar volume of purchases by each Contract User. Reports shall be due no later than the 15th day of the month following the reported quarter end. If the 15th of the month falls on a weekend or holiday, the report shall be due the next business day. All quarterly reports, in an unlocked spreadsheet format, shall be delivered electronically to the Contract Officer at Angela.Shearn@dgs.virginia.gov. An electronic copy shall also be delivered to the following email address: vappreport@dgs.virginia.gov.

Failure to submit information in the required format and time may result in cancellation of the contract.

B. Sure-Charge Adjustment (SCA)

The Contractor shall pay the Department of General Services (DGS) a Surcharge Adjustment Fee (SCA) under this Contract. The Contractor must remit the fee within 30 days after the end of each quarterly reporting date. The SCA fee equals two percent (2%) of the total monthly sales reported. The SCA fee amount due must be paid by check with identification of "Contract number," "report amounts," and "report period," on either the check stub or other remittance material. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check; however in the absence of an express written Agreement from DGS that validates the agreement, the payment shall be made by check as described herein.

- Checks are to be payable to: **Treasurer of Commonwealth of Virginia**
- Note in the Memo portion of the check that it is **for SCA fees & the Quarter for which it is being paid, the contract number & mail to:**

DGS/Div. of Purchases & Supply
Attn: SCA Coordinator
P.O. Box 1199
Richmond, VA 23218

Failure to submit timely payments as described above may result in cancellation of the contract.

VI. INVOICING AND PAYMENTS

A. Invoices:

As applicable, all invoices shall be rendered promptly to any Authorized User after all goods and/or services covered by the invoice have been provided. The Contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the Contract or individual order referencing this Contract. Invoices shall provide at a minimum:

1. Name of Authorized User (the ordering entity)
2. Authorized User point of contact name
3. Description of the Goods and/or Services provided

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4. Invoice number
5. Invoice date
6. Monthly charges
7. Contract number
8. Purchase order number

Contractor shall render invoices for any Authorized User in accordance with the instructions contained in the order.

B. Methods of Payment:

- i. Payment will be made thirty (30) days after receipt of goods and/or services or a valid invoice, whichever is later. Contractor shall submit a valid invoice to the invoice address designated in any order issued by an Authorized User in accordance with the invoice mailing instructions therein.
- ii. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold, Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment. For any amount exceeding \$5,000, or any then-current charge card small dollar usage threshold, Contractor shall accept payment by the Commonwealth's Gold Card, if the Gold Card is offered for payment.
- iii. Payment may be made by any other duly authorized official payment method or card as mutually agreed upon between any Authorized User and the Contractor.

C. Credit (Equipment):

Contractor will accept and provide full credit for equipment based on the manufacturer's decision regarding such return and credit. Contractor will act as an advocate in all instances.