ADDENDUM 2

Date: November 11, 2016

Contract Number: CNR01271 (E & I Cooperative)

Procurement Officer: Lisa D. Nettleton
Wichita State University
Office of Purchasing 1845
Fairmount, Box 12
Wichita, KS 67260-0012
Phone: 316-978-3783
Fax: 316-978-3528
E-Mail Address: lisa.nettleton@wichita.edu

Item: DENTAL SUPPLIES

Vendor Henry Schein Dental

The contact for this agreement has changed

Field Representative: David Criger
316-990-5888 Cell
david.criger@henryschein.com
INSTRUCTIONS TO WSU ACCOUNT HOLDERS

PRICING AGREEMENT: This pricing agreement is established for the purpose of furnishing dental supplies at a competitive price to Wichita State University Advanced Education in General Dentistry Clinic and to the Department of Dental Hygiene. Wichita State University is a tax-exempt institution of higher education in the State of Kansas.

ORDERING

A. By Purchase Order: Upon shipment of the merchandise, the contractor will submit two copies of the invoice to the department placing the order. Upon receipt of the invoice, the department will initiate payment. Invoices should reference the PO number, vendor account number, department name, item description, quantity and price. Terms are NET 30.

B. State Credit Card: Presently, a State of Kansas Business Procurement Card (VISA) is used by many departments in lieu of payment by state warrant for orders placed by phone or online. No additional charges will be allowed for using the card. The vendor may transact the VISA account at the time the order ships. The vendor shall provide documentation with the same level of detail as required in an invoice for orders placed by purchase order.

SHIPPING: All orders must be labeled clearly with the name, address, account number, and PO number if applicable, for the department placing the order. Prices are F.O.B. DESTINATION, PREPAID AND ALLOWED; delivered to a state agency's receiving dock or other designated point as specified without additional charge except as indicated.

PERFORMANCE: The contractor agrees to ship materials within the time frame of 1-3 on all in-stock items. The contractor agrees to provide fresh material(s) and to make replacement at no charge to the buyer should products not meet industry standards.

QUANTITY REQUIRED: The quantity and variety of products desired over the contract period may vary. The vendor will deliver only such quantities ordered by Wichita State University.
Overview

Henry Schein Dental offers E&I Members an extensive inventory of dental supplies, dental equipment, products and accessories plus innovative dentistry related services.

Through a centralized and automated distribution network, Henry Schein Dental distributes premier national brands, their own high-value Henry Schein brand and specialized products for orthodontics, endodontics, oral surgery, periodontics, and prosthodontics, cosmetic and general dentistry. These exclusive products support the learning and delivery of specialized services and the latest treatment technologies.

Contract Benefits

- Competitively Bid Contract
- 225 Item Specially Priced Core Market Basket
- Discounts on Full Catalog of Products Offered by Henry Schein Dental
- Additional Financial Incentives

Henry Schein Inc. is headquartered in Melville New York and employs more than 12,000 people in 20 countries. As North America’s leading Dental Supply Company, Henry Schein is committed to providing the highest quality, largest selection and best values in dental supplies

Terms and Conditions:

Contract Effective Dates: 7/1/10 - 6/30/15*

With one (1), five (5) year renewal

Prices/Discounts: Pricing Tiers will be determined by each individual E&I Member's annual dental supply/spend. Spend corresponds to Levels A-E designation on both Point Pricing Schedule and Core Market Basket.

Point Pricing Schedule provides price structures, by level, for all products and services offered by Henry Schein Dental and available on contract.

Core Market Basket consists of 225 most commonly purchased items by E&I Members. Institutions qualifying for Level B or above will be eligible for customized "Hot List" pricing of additional frequently purchased items.

*Additional Financial Incentives are available and will be dispersed by Henry Schein Dental to qualified E&I Members. Incentives are based on individual Members’ Henry Schein Dental purchase activity as a percentage of entire Dental spend, the percentage of Student Kits purchased through Henry Schein Dental and Speed of Cash Remittance for Henry Schein Dental purchases. See Point Pricing Schedule for matrix.

*All applicable financial incentives will be paid directly to the institution, approximately 30 days following the first anniversary date of submitted on line 'member usage and acceptance' form. Future financial incentives will follow annually, providing the terms and conditions have been achieved during the time period.

Place Orders With: To participate in the E&I contract, simply set up a new account or convert your existing accounts by submitting an online application. A Henry Schein Dental Representative will be in contact with you shortly after submission to discuss specific needs of your program. Once your accounts have been set up on the E&I program,

Place orders with:
Henry Schein, Inc.
135 Duryea Road, M-460
Melville, NY 11747
Phone at: (800) 851 - 0400, 8am-8pm ET
Fax at: (877) 350 - 7890 24, hours per day.
E-mail: dentsm@henryschein.com
For Customer Service call 1-800-472-4346 or e-mail: custserv@henryschein.com

Credit Cards Accepted : American Express, Discover MasterCard, Visa

Min. Order : Small Order Fees (For Orders Under $150): Waived for all institutions but subject to periodic or per institution review by E&I and Supplier.

Payment Terms : Net 30 days
Invoicing By: Henry Schein Dental

Delivery Terms: F.O.B. Destination, freight prepaid and allowed. Hazardous materials charges will apply where applicable. Expedited Shipping available at additional cost, contact Henry Schein Dental for quote.

Return Policy: Henry Schein Dental CANNOT ACCEPT ANY RETURNS WITHOUT PRIOR AUTHORIZATION. To arrange for a return, simply call Henry Schein Customer Service at: (800) 472 - 4346.

The following conditions must be complied with:

- All returns must be accompanied by a copy of your invoice and a reason for the return.
- Merchandise must be returned in its original container, unmarked, and properly packaged.
- Returned products must have been purchased within the previous thirty (30) days. Any returns past thirty (30) days are subject to a restocking fee.

Exceptions:
The following special, customized, or government-regulated items are not returnable:

- Immune globulin products
- Special order items (products that we do not ordinarily stock)
- Personalized and imprinted items
- Opened computer hardware and software
- Controlled drugs
- Hazardous items
- Expired products
- Items that cannot be returned to the manufacturer
- Any item marked non-returnable

Claims: Shortages or errors in shipments must be reported within seven (7) days of invoice date to receive credit (if applicable). Members should refuse delivery on any visible damage. In the event of concealed damage, contact Customer Service via phone: (800) 472 - 4346 or via e-mail: custserv@henryschein.com. Defective merchandise will be returned to Henry Schein for replacement, repair, or refund.

Warranty: Manufacturer's Warranty will apply. Warranty terms differ by manufacturer; Henry Schein will assist you with all warranty issues. After a warranty period has expired, Henry Schein offers ProRepair Service. ProRepair, is a manufacturer authorized service. All ProRepair in-house repair services provided under this agreement will be discounted 10% off current retail prices. All ProRepair manufacturer repair services provided under this agreement will be discounted 5% off current retail prices.

Request Literature: Samples, product demonstrations and literature can be requested and will be handled on a case-by-case basis by Henry Schein Dental.

Contract Number: CNR01271

Note: When placing orders, please identify yourself as an E&I Member. The information contained herein is confidential and proprietary to E&I and its members and is not to be shared with any third party.

All pricing and contract terms are strictly confidential and recipients are not authorized to disclose such information to competing suppliers or use it in negotiations with existing or potential suppliers.
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _______day of_____, 20_____.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. Agreement With Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Disclaimer Of Liability: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.), and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility For Taxes: The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a “self-insurance” fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."