

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
CHILD SAFETY SEATS 14-19**
Administered by the State of New Jersey (hereinafter "Lead State")

MASTER AGREEMENT
Evenflo Company Inc
A86334
(hereinafter "Contractor")

And

[State of Oklahoma]
(hereinafter "Participating State")

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1. Scope: This addendum covers the Child Safety Seats lead by the State of New Jersey for use by state agencies and other entities located in the Participating State of Oklahoma authorized by that state's statutes to utilize State of Oklahoma contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State of Oklahoma contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

See Attachment "A"

4. Purposely Left Blank

5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor	
Name	Patsy Pilcher
Address	PO Box 1046, Gulkman, AL 35056
Telephone	800-768-6077
Fax	800-382-4665
E-mail	

Participating Entity: State of Oklahoma, Central Purchasing

Name	Laura Bybee
Address	2401 N. Lincoln, Suite 116, Oklahoma City, OK 73105
Telephone	405-522-1037
Fax	405-522-1077
E-mail	laura.bybee@omes.ok.gov

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6. Subcontractors:

All [contractor] dealers and resellers authorized in the State of Oklahoma, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract # A86334 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: SW105 and the Lead State price agreement number: A86334.

9. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement, and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number A86334 (administered by the State of New Jersey) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its

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exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: <u>OKLAHOMA</u>	Contractor: <u>EVENFLO COMPANY, INC</u>
By: 	By: 
Name: <u>Scott Schlotthauer</u>	Name: <u>PATSY PILCHER</u>
Title: <u>State Purchasing Director</u>	Title: <u>ACCOUNT MANAGER</u>
Date: <u>5/8/2014</u>	Date: <u>5-7-2014</u>

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

WSCA-NASPO Cooperative Development Team

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	661-206-3858
E-mail	paul.stembler@wsca-naspo.org

[Fully executed PDF copy of this document should be emailed to FA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

ATTACHMENT A
STATE OF OKLAHOMA
CENTRAL PURCHASING DIVISION
TERMS AND CONDITIONS

Contract Period. The Contract Period for Award Number 14-X-23312 is May 1, 2014 through April 30, 2016.

Renewal. Upon mutual written agreement by both parties, the Oklahoma contract period is date of Award through April 30, 2015, and may be renewed under the same terms and conditions for an additional one (1) year period running through April 30, 2016.

Jurisdiction or Venue. The laws of the State of New Jersey shall govern the Master WSCA-NASPO agreement; provided that the laws of the State of Oklahoma govern the Participating Addendum and the individual transactions of the procuring agencies within the State of Oklahoma.

Evenflo agrees to provide the Central Purchasing Division a 1.0% Contract Management Fee as described below.

- Contract Management Fee will be paid within 30 calendar days after a calendar quarter based on total gross sales within the State of Oklahoma and mailed to:

OMES - Central Purchasing Division
Agency Business Services
3812 N. Santa Fe, Suite 290
Oklahoma City, OK 73118

- The Administrative Fee equals (1%) percent of the total quarterly sales reported.
- Evenflo will provide quarterly usage reports and other back up documentation to the Oklahoma Central Purchasing Division to substantiate the rebate amount.
- In accordance with New Jersey State Contract, 86334, the Administrative Fee may be added to the price of each item. A revised pricing scheduled must be sent with the signed copies of the Participating Addendum.

Audit and Records.

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. On forming any contract with the State, the Contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract.

(b) Contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

Ordering. Any supplies and/or services to be furnished under this contract shall be ordered by purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

Invoice. Proper invoices shall be submitted to the procuring agency with the appropriate purchase order, State Wide contract number and Vendors Contract Number referenced on the Invoice.

Payment . Payments shall be submitted to the Contractor at the address shown on the invoice. Payment shall be tendered to the Contractor within forty-five (45) of the date of receipt. After the forty-fifth day from the invoice receipt, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma statutes. The interest rate due is established by the Oklahoma State Treasurer's office each year. The Contractor is responsible for claiming the interest rate. The procuring agency shall make a good faith effort to pay within forty-five (45) days of the

invoice receipt. Once the order is placed, Applied Concepts, LTD. will ship it directly to the Agency. They will send Agency an invoice directly. Agency in turn, will remit payment directly to Applied Concepts.

PURCHASE CARD: Agencies may make payments for oral or written delivery orders by using the State of Oklahoma purchase card (p-card). Oral delivery requests will be honored by the Contractor when paid by Purchase Card. **Payments made using the purchase card are in accordance with the WSCA-NASPO State of New Jersey contract.** The contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

Product Availability. Contractor must use best effort to assure product availability through duration of contract period.

Additional Manufacturer Discounts. For contract items, the Contractor agrees to allow any particular Participating State or agency thereof to accept additional discounts offered by a Manufacturer for whom the Contractor is a distributor if those discounts will result in a lower net price to the State. The Contractor agrees to furnish these items under the terms and conditions of the Contract but at the lower net price as agreed by the Manufacturer and the Participating State.

Contractor Usage Reporting Requirements. Reports shall include information by product number, quantity, ordering entity and the total dollar by amounts sold/ordering entity by name. Reports shall be submitted quarterly. Usage Reports shall be submitted within thirty (30) calendar days upon completion of the quarter. Contract quarterly reporting periods are:

July 1 through September 30 - due October 30;
October 1 through December 31 - due January 31
January 1 through March 31- Due April 30
April 1 through June 30- Due May 31

Usage reports are to be emailed to the State of Oklahoma, OMES-Central Purchasing Division, at strageic.sourcing@omes.ok.gov

Failure to provide usage reports shall result in cancellation or suspension of contract.

Failure to Comply Statement. The Contractor agrees that should it be in non-compliance with this contract, any applicable federal or state laws, or regulations that the contract may be suspended, terminated, or canceled in part or in whole. Observance of the compliance with the requirements thereof shall be the responsibility of the Contractor, without reliance on or direction by the State of Oklahoma.

Product Acceptability. Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

Oral Agreements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation or the resultant contract. The Central Purchasing Division must make all modifications to the contract in writing.

Termination of Contract. Either party can cancel this contract with a thirty (30) day written notice to the business address of record.

The State of Oklahoma is Tax Exempt; proof of this status is available upon request.