

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

The State of New Jersey
(hereinafter "Participating State")

Page 1 of 6

1. **Scope:** This addendum covers the WSCA-NASPO Cooperative Contract for Child Safety Seats led by the State of New Jersey for use by state agencies and other entities located in the State of New Jersey authorized by the State of New Jersey statutes to utilize WSCA-NASPO cooperative contracts with the prior approval of the Director of the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Director").

Pursuant to N.J.S.A. 52:34-6.2 the Director "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services". In accordance with this authority, the State of New Jersey in conjunction with the WSCA-NASPO Cooperative Purchasing Organization, publicly advertised Request for Proposal 14-X-23312 ("RFP") on October 31, 2014.

Following a competitive bid process conducted in accordance with N.J.A.C. 17:12-1 et seq., the State of New Jersey, on behalf of WSCA-NASPO Cooperative Purchasing Organization, awarded a term contract to provide child safety seats to Evenflo Company Inc. ("Evenflo"). This award was based on the Director's determination that entering into an agreement with Evenflo to provide child safety seats is the most cost-effective method of procuring these goods, and that it is in the best interest of the State.

2. **Term:** This contract shall be effective from May 1, 2014 through April 30, 2016, with two (2) one-year extension options.

3. **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 WSCA-NASPO cooperative contracts are subject to the prior approval of the Chief Procurement Official for that state. Issues of interpretation and eligibility for participation are solely within the authority of each state's Chief Procurement Official.

4. **Participating State Modifications or Additions to Master Agreement:** No Changes are required.

5. **Master Agreement:** This Participating Addendum is made as of the first day of May 2014, by and between Evenflo Company Inc., whose address is P. O Box 1046, Cullman, Alabama 35056 and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Division") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey on behalf of the State of New Jersey ("the State").

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Page 2 of 6

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

Contractor

Name	Patsy Pilcher, Sales Representative
Address	P.O. Box 1046, Cullman, Alabama 35056
Telephone	800-768-6077
Fax	800-382-4566
E-mail	ppilcher@bellsouth.net

Participating Entity

Name	Lina Groninger, Contract Manager
Address	33 W. State Street, P O Box. 039, Trenton, NJ 08625
Telephone	609-943-4659
Fax	609-292-1114
E-mail	Michelina.Groninger@treas.state.nj.us

7. **Subcontractors:** Not applicable to this Master Agreement.

8. **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 the contractor representative listed above so they can arrange for proper ordering and delivery.

9. **Price Agreement Number:** All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the State of New Jersey Contract number also known as the Master Agreement number. The purchasing entity is authorized to order and the contractor is authorized to ship only those items covered by the master agreement resulting from the RFP. If a review of orders placed by the purchasing entity reveals that goods other than that covered by the master agreement have been ordered and delivered, such delivery shall be a violation of the terms of the master agreement and may be considered by the Director as a basis to terminate the contract.

The contractor must submit invoices to the purchasing entity and supporting documentation evidencing that goods for which payment is sought has been satisfactorily delivered. The contractor must submit the invoice (which will be mailed to the purchasing entity no later than the

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Page 3 of 6

day following the shipment date) and the original Bill of Lading (which will be provided upon delivery) to the purchasing entity. All invoices submitted for payment must clearly indicate the Master Agreement number (aka State of New Jersey contract number) and the appropriate line item number. All invoices must be approved by the purchasing entity before payment will be authorized. All invoices shall include the Lead State price agreement number A86334, which for the purposes of this participating addendum shall be identified as the Master Agreement number.

Payment of invoices by purchasing entities within the jurisdiction of this participating addendum will be made in accordance with the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., as per paragraph 6.5 of the State's Standard Terms and Conditions.

10. **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.

11. Miscellaneous:

- a. The contractor has read and understands that it is bound by the State of New Jersey Standard Terms and Conditions Revised; 10/21/2011 ("State's Terms and Conditions"), which are incorporated herein by reference. Any references to the Participating Addendum herein shall be deemed to include the State's Standard Terms and Conditions. Notwithstanding anything to the contrary contained in the Standard Terms and Conditions, in the event of any conflict or inconsistency between the Standard Terms and Conditions and the Master Agreement, the provisions of Standard Terms and Conditions will prevail.
- b. The contractor agrees to provide, on a calendar quarter basis, to the assigned State of New Jersey representative, a record of all purchases made under the contract.
- c. Any claims against the State under this Participating Addendum are subject to the Tort Claims Act (N.J.S.A. 59:1-1 et seq.), and the Contractual Liability Act (N.J.S.A. 59:13-11 et

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Page 4 of 6

seq.).

- d. All publicity and/or public announcements pertaining to this Participating Addendum shall be approved by the State prior to release.
- e. 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 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.
- f. No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.
- g. This Participating Addendum may not be amended or modified except by written agreement executed by authorized representatives of each party.
- h. The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.
- i. Any litigation arising from this Participating Addendum or relating thereto shall be brought in a State court of the State of New Jersey and governed by the applicable laws, regulations and rules of evidence of the State of New Jersey, without reference to conflict of law principles.
- j. The documents below shall govern the liability of Evenflo and the State for the products being provided by Evenflo in the following order of precedence:

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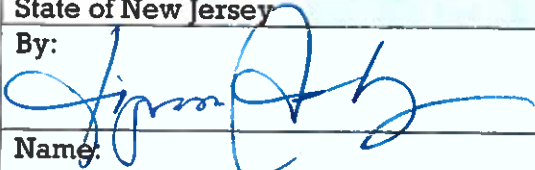

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Page 5 of 6


- i. New Jersey's Participating Addendum, including New Jersey's Standard Terms and Conditions;
- ii. The Master Agreement, including all Exhibits thereto;
- iii. WSCA-NASPO Standard Terms & Conditions;
- iv. The Request for Proposal; and
- v. All accepted sections of Evenflo's response to the Request for Proposal.

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

Participating State: State of New Jersey	Contractor: Evenflo Company Inc.
By: 	By: 
Name: Jignasa Desai-McCleary	Name: Patsy Pilcher
Title: Director	Title: Sales Representative
Date: 6/6/14	Date: 6-2-2014

Approved as to form by:

John Jay Hoffman
Acting Attorney General, State of New Jersey

By: 
Aimee Manocchio Nason
Deputy Attorney General

Date: 5-27-14

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Page 6 of 6

For questions on executing a participating addendum, please contact:

WSCA-NASPO Cooperative Development Team

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	paul.stembler@wsca-naspo.org

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

WSCA-NASPO
COOPERATIVE PURCHASING
ORGANIZATION