

Master Agreement Number 24-COMG-99704
for
CHILD SAFETY SEATS
between
the State of New Jersey
and
Western Reserve Distributing dba Child Source

This Master Agreement is entered into by the State of New Jersey ("Lead State") and the following contractor (each a "Party" and collectively the "Parties") as a result of Solicitation Number 24DPP00938 (the "RFP") for the purpose of providing Child Safety Seats through the NASPO ValuePoint cooperative purchasing program:

Western Reserve Distributing dba Child Source ("Contractor")
5216 Portside Drive
Medina, OH 44256

MASTER AGREEMENT CONTACTS.

Contractor's contact for this Master Agreement is:

Sean Kennedy
Sales Manager
skennedy@childsource.com
330-635-6679

Lead State's contact for this Master Agreement is:

Haley Billings
Procurement Specialist – Commodities Unit
haley.billings@treas.nj.gov
609-292-8974

TERM. This Master Agreement is effective as of the date of the last signature below or **May 1, 2025** (Master Agreement effective date), whichever is later, and will terminate on **April 30, 2029**, unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to 3 years (through April 30, 2032) following the initial term may be exercised upon mutual agreement by the Parties.

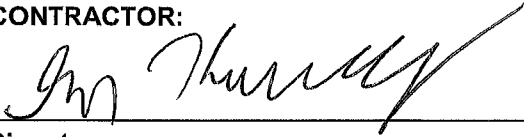
ATTACHMENTS. This Master Agreement includes the following attachments:

Attachment A: Master Agreement Terms and Conditions
Attachment B: Scope of Work
Attachment C: Pricing (price list in separate attachment)

SIGNATURE. The undersigned for each Party represents and warrants that this Master Agreement is a valid and legal agreement binding on the Party and enforceable in accordance with the Master Agreement's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Master Agreement and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

CONTRACTOR:



Signature

Sean Kennedy

Printed Name

Sales manager

Title

01/30/2024

Date

LEAD STATE:

Christine Murphy

Signature

Christine Murphy

Printed Name

Procurement Supervisor

Title

1/29/2025

Date



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Price List/Catalog** – A document published by a manufacturer, resellers, Dealers, or Distributors that typically contains product descriptions, a list of products with fixed prices to which a Bidder's percentage discount or markup bid is applied.
- 1.13 **Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.14 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of



some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for (4) years. The term of this Master Agreement may be amended beyond the initial term for (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a



Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.



V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.



- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.
- 5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.
- 5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**
- 5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to



record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least (30) days prior to the effective date.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.1.5** The Contractor may request a price list update for each contracted brand once during a rolling twelve (12) month period. If a Contractor has been awarded more than one (1) brand, each brand may be updated at different times during a rolling twelve (12) month period, but in no event shall a Contractor update a single awarded brand more than one (1) time during a rolling twelve (12) month period.
- 6.1.5.1** In a case of extreme volatility in the marketplace, a request for price list revision may be considered outside of this timeframe, provided that the Contractor provides justification pertaining to the cause of the volatility.
- 6.1.5.2** Requests for price list updates shall be limited to the category of product that a Contractor is awarded and shall meet the definition/requirements of the category. The file name should contain the Contract number and date of the revised price list. The Contractor must provide the revised price list for the specific category awarded to the procurement via email, in pdf or Excel format. The correspondence to the Division with the revised price list shall reference the location of the specific price line that has been revised. The revised price list will not be considered valid until it has been reviewed and approved by the Procurement Bureau and published in **NJSTART**.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or



the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the



expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;
 - 7.6.4** Purchasing Entity contact information;
 - 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6** A not-to-exceed total for the products or services being ordered; and
 - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.



IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty



- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").



- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 - 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.



- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief



- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.



- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3** **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4** **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5** **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.
- 14.2.6** **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.
- 14.3** **Assignment/Subcontracts**
- 14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- 14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.
- 14.4** **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
- 14.5** **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6** **Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to



indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.



- 14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- 14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.
- 14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.
- 14.11 No Waiver of Sovereign Immunity**
- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- 14.12 Governing Law and Venue**
- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the



Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.



ATTACHMENT B

SCOPE OF WORK

I. OVERVIEW

Child Safety Seats are an important and essential product for public agencies, especially those who support the welfare of children and families. Many of these agencies are responsible for driving children and families from their homes to a variety of appointments throughout the state. The safety of the children and families we serve is of paramount importance to the Participating Entities working with Children and Families. Therefore, procuring effective, safe child restraint systems for the children we transport is imperative.

MASTER AGREEMENT OBJECTIVES

The purpose of this competitive solicitation is to develop a Master Agreement for the purchase of Child Safety Seats. The RFP is requesting proposals to supply Child Safety Seats in the following categories:

- A. Category 1 – Forward Facing Seats
- B. Category 2 – Rear Facing Only
- C. Category 3 – Booster Seats
- D. Category 4 – Special Needs
- E. Category 5 – Additional/Optional Offerings

Offerors responding MUST accept orders from and extend contract prices to all 50 states and U.S. territories, to include qualified public entities and qualified non-profits.

II. CONTRACTOR RESPONSIBILITIES AND TASKS

A. Mandatory Requirements

The contractor must ensure that all child safety seats comply with any and all new regulations that may be implemented by the National Highway Traffic Safety Administration (NHTSA) during the course of the contract term. The contractor must provide safe and reliable child safety seats in compliance with or exceeding the requirements set forth in the Federal Motor Vehicle Safety Standards (FMVSS) which can be found here:

<https://www.federalregister.gov/documents/2022/06/30/2022-13658/federal-motor-vehicle-safety-standards-child-restraint-systems-child-restraint-systems-side-impact#:~:text=during%20side%20impacts,-.Standard%20No.,%2Dto%2Dvehicle%20side%20impact>

The Contractor must provide the following:

- Manufacturer warranty – Provide at a minimum, a one (1) year manufacturer's warranty for each required seat and device offered as part of this Master Agreement. The Contractor must provide direct Original Equipment Manufacturer warranties on all products offered;
- On-line instructional manual;
- Recall box located on its website listing all current recalls;
- Replace all child safety seats which have been recalled by NHTSA and/or the manufacturer at no additional cost to the Participating Entity;
- Offer replacement parts for all child safety seats;
- Ensure that the manufacturer's name(s) shall appear on the products



B. Child Safety Seat Upgrades

During the contract term, should any of the child safety seats be upgraded, the upgraded model must be made immediately available to the using entity for the next order placed at the same percentage discount offered off of the price list / catalog. The contractor shall not deplete its inventory, prior to making the newer model available to the using entity.

C. Delivery Requirements

The contractor shall provide FOB Destination, Freight Prepaid to all purchasing entities. FOB Destination, Freight Prepaid – the contractor shall make freight arrangements and deliver to any destination within the United States. Freight must be included in the price per unit. No additional handling fees, other charges or minimum order amount shall be permitted.

The contractor shall adhere to, at a minimum, the following delivery criteria:

- Ensure that all deliveries are made during the standard working hours established for each Participating Entity (As part of each Purchasing Entity's Participating Addendum, the contractor shall establish in conjunction with the Participating Entity standard working hours for each Participating Entity);
- Provide Inside Delivery as directed by the Participating Entity. For the purposes of this Bid Solicitation, Inside Delivery shall include, but not be limited to, anywhere in the building (e.g. storage room, office, etc.). The contractor's awarded shipping price shall be all-inclusive of any Inside Delivery charge; and
- Assume responsibility for any additional charges should the contractor fail to observe specific delivery days and receiving hours.

Delivery Time and Costs

Unless otherwise noted on the State-Supplied Price Sheet, all delivery times are thirty (30) calendar days after receipt of order (ARO) and prices for items in the Proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). The Offeror shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the Participating Entity or designated purchaser. Thirty calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Participating Entity at any destination in the state of the Participating Entity unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Offeror's convenience when a single shipment is ordered. The weights and measures of the Participating Entity receiving the shipment shall govern. Collect on Delivery (C.O.D.) Terms are not permitted.

D. Substitutions

The contract shall adhere to, at a minimum, the following substitution criteria:

- Ensure delivery of the items ordered and shall not substitute any item without prior written approval by the Participating Entity. Alternate items delivered without prior written approval will be rejected and returned to the Contractor at its expense; and
- In the event that the product ordered is no longer manufactured for reasons beyond the Contractor's control (e.g. product discontinuance, recalls, etc.). The Contractor shall notify the Lead State Contract Manager within ten (10) business days of confirmation that the ordered product is no longer available. Within five (5) business days of Lead State



notification, the Contractor shall provide an alternate product sample to the Lead State for review and approval. The substituted product shall meet and/or exceed all child Safety Seat specifications applicable to the original specified product. Upon approval, the Contractor must immediately commence shipping of all the substitute product.

E. Recalls

Contractor must ensure that all offered items are not on any current recall list. If an item is recalled by the National Highway Traffic Safety Administration (NHTSA) and/or the manufacturer, the Contractor must immediately alert all Participating Entity, identify a replacement item within 24-hours of the recall, and replace said item at no additional cost to the Participating Entity

F. Damaged and/or Defective Child Safety Seats

The Contractor shall replace any child Safety Seat that has been lost or damaged while in transit at no additional cost to the Participating Entity. Note: The Participating Entity reserves the right to refuse a delivery which arrives damaged and/or may appear to be damaged.

All deliveries refused due to damage shall be returned at the Contractor's expense. The Participating Entity will have 60 days to report any concealed damage. Upon receiving notification of damage by the Participating Entity, the Contractor shall replace the damaged seat at no additional cost within ten (10) business days of notification.

In the event that the Contractor delivers the wrong item to a Participating Entity, upon notification, it must immediately rectify the error by shipping the correct item to the Participating Entity at no additional cost. Note: Each Participating State has the right to negotiate additional wrongful delivery terms via its Participating Addendum.

G. Website

- A current online instructional manual for each seat and device offered as part of this Contract;
- Develop, implement, and maintain a product recall section on its website that lists the Contractor's current product recalls. Additionally, the site must include information advising consumers on how to proceed with repairing, replacing, or returning the recalled item; and
- Optional ordering capabilities on website.

III. Master Agreement Deliverables: Seat Specific Requirements

A. FORWARD FACING SAFETY SEAT (CATEGORY 1, Price Lines 1 through 3)

1. Combination Seats – Price Line 1: The Contractor shall ensure that forward facing Combination Safety Seats adhere to, at a minimum, the following requirements:
 - a. Accommodate a child's weight of 22 pounds to at least 50 pounds with use of Harness;
 - b. Accommodate a child's weight of 40 pounds to at least 100 pounds when used as a Booster Seat without Harness;
 - c. Support the back & head of the child up to at least 57 inches in height;
 - d. Include a push button release;
 - e. Include, at a minimum, the following Harness requirements:



- a. Five-Point Harness Internal Protection System with secure fit around hips;
 - b. An upfront Harness Adjustment strap; and
 - c. A Harness Retainer Clip; and
 - f. Include the ability to keep shoulder straps secure at shoulders;
 - g. Include an open-loop shoulder belt guide to help ensure proper seat belt positioning of the shoulder and lap portions of the belt;
 - h. Include a minimum of two (2) adjustable crotch strap positions; and
 - i. Include Lower Anchors and Tethers for Children (LATCH) & Tether system. A tether strap with tilt-lock adjuster must be attached.
 - j. Additionally, the Contractor should ensure, at a minimum, that the seat:
 - a. Supports the back & head of the child up to at least 57 inches in height;
 - b. Includes a minimum of three (3) Harness height positions;
 - c. Includes a Harness Retainer Clip;
 - d. Includes a Harness with a splitter plate mechanism for easy access and adjustment to height positions to accommodate growth;
 - e. Includes a padded arm rest (padding can be cloth or other material that reduces heat absorption to the area)
2. CONVERTIBLE SEATS – WITH HARNESS RETHREADING REQUIRED - Price Line 2: The Contractor shall ensure that Convertible Safety Seats with Harness rethreading adhere to, at a minimum, the following requirements:
- a. Rear Facing Safety Seat - Accommodate a child's weight of 5 pounds to 40 pounds;
 - b. Forward Facing Safety Seat - Accommodate a child's weight of 22 pounds to at least 65 pounds;
 - c. Include, at a minimum, the following Harness requirements:
 - a. Five-Point Harness Internal Protection System;
 - b. A two (2) piece Chest Clip;
 - c. An upfront Harness Adjustment strap; and
 - d. A crotch/Harness strap with a push button release. The crotch/Harness should possess a minimum of two (2) adjustable crotch strap positions;
 - d. Include a Locking Clip or have the ability to be provided upon request;
 - e. Infant and toddler belt routing must be easy to access;
 - f. The rear facing and forward facing belt path must be wide enough to easily accept a standard vehicle safety belt;
 - g. Must recline for rear facing position;
 - h. Include upright position for toddlers;
 - i. Include a LATCH & pre-installed tether strap with tilt-lock adjuster;
 - j. Include durable molded polypropylene plastic shell with sides for head protection and comfort for sleeping child; and
 - k. Include a wraparound car/vehicle seat cover and pad for head.
 - l. Additionally, the Contractor should ensure, at a minimum, that the seat:
 - a. Supports the back & head of the child up to at least 49 inches in height;
 - b. Includes a minimum of three (3) Harness height positions; and
 - c. Includes a padded arm rest (padding can be cloth or other material that reduces heat absorption to the area).



3. CONVERTIBLE SEATS – WITHOUT HARNESS RETHREADING – Price Line 3: The Contractor shall ensure that Forward Facing Convertible Safety Seats without Harness rethreading adhere to, at a minimum, the following requirements:
- a. Rear Facing Safety Seat - Accommodate a child's weight of 5 pounds to 40 pounds;
 - b. Forward Facing Safety Seat - Accommodate a child's weight of 22 pounds to at least 65 pounds;
 - c. Include height adjustment that does not require Child Restraint System to be rethreaded;
 - d. Include, at a minimum, the following Harness requirements:
 - a. Five-Point Harness Internal Protection System;
 - b. An upfront Harness Adjustment strap; and
 - c. A Crotch/Harness Strap with a push button release. The crotch/ Harness strap should possess a minimum of two (2) adjustable crotch strap positions;
 - e. Include a Locking clip or have the ability to be provided upon request;
 - f. Infant and toddler belt routing must be easy to access;
 - g. The rear facing and forward facing belt path must be wide enough to easily accept a standard vehicle safety belt;
 - h. Must have ease of use when changing from rear-facing to forward facing;
 - i. Must recline for rear facing positioning;
 - j. Include an upright position for toddlers;
 - k. Include a LATCH & pre-installed tether strap with tilt-lock adjuster;
 - l. Include durable molded polypropylene plastic shell with sides for head protection and comfort for sleeping child; and
 - m. Include a wraparound car/vehicle seat cover and pad for head.
 - n. Additionally, the Contractor should ensure, at a minimum, that the seat:
 - a. Support a child's height of at least 49 inches;
 - b. A minimum of three (3) Harness slots; and
 - c. Includes a padded arm rest (padding can be cloth or other material that reduces heat absorption to the area).

B. REAR FACING ONLY (CATEGORY 2, Price Line 4)

1. Rear Facing Infant Seats - Price Line 4: The Contractor shall ensure that Rear Facing Infant Safety Seats without Harness rethreading adhere to, at a minimum, the following requirements:
- a. Accommodate an infants' weight of 4 pounds to at least 35 pounds;
 - b. Include a removable and adjustable base;
 - c. Include, at a minimum, the following Harness requirements:
 - a. Five-Point Harness Internal Protection System;
 - b. A two (2) piece Harness Retainer Clip;
 - c. A center Front Harness Adjustment;
 - d. A Harness secured with a splitter mechanism for easy access and
 - e. Capable of adjusting to varying height positions to accommodate growth;
 - d. Must be able to keeps shoulder straps secure at shoulders;
 - e. Include a push button buckle release,
 - f. Include a LATCH system;
 - g. Must be able to thread belts through pad and snap them into place;



- h. Include a foot or prop mechanism on the base for assisting in proper angle/recline adjustment of seat;
- i. Include a Locking Clip or have the ability to be provided upon request;
- j. Provide side impact protection;
- k. Include an adjustable carrying handle; and
- l. Include an infant pillow for added head support that adjusts with growth of child.
- m. Additionally, the Contractor should ensure, at a minimum, that the seat:
 - a. Includes a minimum of three (3) shoulder Harness positions for newborn to infant growth;
 - b. Includes an gravity/level-to-ground indicator on the base; and
 - c. Includes a padded arm rest (padding can be cloth or other material that reduces heat absorption to the area)

C. BOOSTER SEATS (CATEGORY 3, Price Line 5 through 7)

1. Backless Booster – Price Line 5

- a. Accommodate a child's weight of 40 pounds to at least 100 pounds;
- b. Include capability to be used with vehicle lap & shoulder seat belt system;
- c. Include a Comfort Clip to keep shoulder strap away for the child's neck; and\
- d. Include armrests (The armrest should be padded with cloth or other material that reduces heat absorption to the area).
- e. Additionally, the Contractor should ensure, at a minimum, that the seat supports the height of a child up to at least 57 inches. Note: The Backless Booster should not be a combination seat (i.e. Backless Booster that also includes a high-back).

2. High Back Booster – Price Line 6

- a. Accommodate a child's weight of 40 to at least 100 pounds with backrest;
- b. Include an open-loop shoulder belt guides and padded armrest to help ensure proper seat belt positioning of the shoulder & lap portions of the belt;
- c. Provide 2-in-1 Belt Positioning; and
- d. Include head & back support.
- e. Additionally, the Contractor should ensure, at a minimum, that the seat supports the back & head of the child up to at least 57 inches in height.

3. High Back Booster with Removable Back – Price Line 7

- a. Accommodate a child's weight of 40 to at least 100 pounds when used as a High Back Booster;
- b. Must have a removable back for transition to a Backless Booster for children weighing 40 pounds to at least 100 pounds;
- c. Include open-loop shoulder belt guides and padded armrest to help ensure proper seat belt positioning of the shoulder & lap portions of the belt;
- d. Include a comfort clip which positions shoulder belt strap away from child's neck;
- e. Provide 2-in-1 belt positioning;
- f. Provide head & back support; and
- g. Additionally, the Contractor should ensure, at a minimum, that the seat:
 - a. Supports the back & head of the child up to at least 57 inches in height;
 - b. Includes a padded arm rest (padding can be cloth or other material).



D. SPECIAL NEEDS (CATEGORY 4, Price Line 8 through 12)

All Category 4 items shall meet, at a minimum, the following general requirements:

- Ensure that fabric cover is easily removed and machine washable. Additionally, fabric material must meet Federal Motor Vehicle Safety Standard (FMVSS) No. 302 for flammability of interior materials;
- Include a registration card with each item as specified in FMVSS-213.8.1 (a)-(d);
- Demonstrate labeling as specified in FMVSS-213 S5.5, S5.5.1 and S5.5.2 (a)-(m);
- Each item must include written instructions in English and Spanish;
- Must not be on any current recall list;
- All items must (at the time of the original Quote submission, after award, and at the time of delivery meet and/or exceed the current requirements set forth in FMVSS-213a including side impact testing; and
- Must comply with any and all new regulations that may be implemented by NHSTA during the course of the Contract term.
- Additionally, the Contractor should ensure that each item offers replacement parts.

1. Infant Car/Vehicle Bed – Price Line 8: Utilized for infants who must remain fully reclined while transported in a vehicle. The Contractor shall ensure that Infant Car/Vehicle Beds adhere to, at a minimum, the following requirements:

- a. Must provide for supine or prone positioning for special needs infants weighing less than 9 pounds and measuring less than 20 inches;
- b. Must allow the child to be positioned on stomach or if medically necessary, on back or side according to individual needs;
- c. Include one-hand front-release push button buckle;
- d. Include a Polypropylene molded shell;
- e. Ensure that each car/vehicle Bed option offers replacement parts
- f. Include a Locking Clip or have the ability to be provided upon request; and
- g. Must be recognized by the American Academy of Pediatrics for transporting preemies, low birth weight infants, and other medically fragile infants who must ride lying down.

2. Safety Seat 22LBS-100LBS - Price Line 9: The Contractor Shall provide the following larger safety seats

- a. Large medical seats - designed for occupants who require supplemental positioning support from a car seat beyond that offered by a conventional restraint.
- b. Adaptive Belt-Positioning Boosters - boosters used with the vehicle's existing restraint system with the harness for position purposes only to provide supplemental support to a child with special health care needs. Can include accessories that aid with positioning, such as abductor wedges, support pads, lap trays, foot props, and turning bases

3. Safety Vests for Use on School Buses - Price Line 10: The Contractor shall provide Safety Vests for use in school buses and vehicles, as per the manufacturer's instructions. All Safety Vests must meet all requirements in accordance with FMVSS 213a.

4. Adjustable Vest - Price Line 11: Contractor shall ensure that Adjustable Vests adhere to, at a minimum, the following requirements:

- a. Accommodate children from age two (2) to adult;
- b. Accommodate weight of 20 pounds to 168 pounds;



- c. Include adjustable shoulder straps to easily lengthen and shorten the vest;
 - d. Ensure that the hip strap must remain low around the hip;
 - e. Must be compatible for use with a lap belt and strap (CamWrap belts) which wraps around the back of the seat where the shoulder Harness straps are hooked;
 - f. Must also be able to be used if no lap belt is present;
 - g. Include adjustable zipper panel to accommodate growth and bulky clothing;
 - h. Include bar slides to back thread shoulder straps and lock into place;
 - i. Ability to snap securely into seat mount;
 - j. Must be available with sewn and portable crotch straps. Additionally, the crotch straps must be in compliance with NHTSA guidelines; and
 - k. Must be able to be comfortably fitted/worn prior to entering school bus and/or vehicle.
5. Push Button Vest – Price Line 12: The Contractor shall ensure that Push Button Vests adhere to, at a minimum, the following requirements:
- a. Accommodate children of age two (2) and up, with a weight ranging limit ranging from 20- 65 pounds;
 - b. Must accommodate larger children and adults up to 168 pounds;
 - c. Ability to snap securely into seat mount;
 - d. Must offer a quick snap on and simple release button;
 - e. Chest and waist straps must easily adjust for a secure fit; and
 - f. Must offer portable and sewn crotch straps that are in compliance with NHTSA guidelines.

E. ADDITIONAL OFFERINGS (CATEGORY 5, Price Line 13)

Additional items not covered under categories 1-4. These items can include but not limited to:

- Accessories
- Services
- Maintenance Plans
- Rotating Seats – sits on a base and turns, either 360 degrees or 180 degrees. A front outboard swivel seat must have lap and upper torso restraints that fit the occupant of the seat in any position in which the seat would be occupied while the vehicle is in motion, including the rearward facing position. A release control provided to allow the seat to be rotated into a new position.
- Training – Web-based Training Videos i.e. training on the proper installation of child Safety Seats (i.e. Customer Support Technician, on-line training, etc.)
- Safety Technology – The Contractor should offer safety technology that alerts the driver if and when a Safety Seat is in use.
- Air Travel Safety Seats – The Contractor should offer Child Safety Seats approved for air travel in compliance with the FMVSS-213a. In the event that the Contractor offers child Safety Seats approved for air travel, it must bear the label "Certified for use in motor vehicles and aircraft".
- A Take-Back and/or recycling program for child Safety Seats and other items offered under this Bid Solicitation, which are outdated and/or no longer needed or damaged due to everyday use, In the event that the Contractor offers a Take-Back/Recycling Programs, it should also offer a rebate percentage back to the Participating Entity on all items it returned using the programs. In the event that a rebate is offered, the terms of the remittance shall be agreed upon and documented as part of each Participating Entity Participating Addendum.