

Participating Addendum Number [#####]
for
CHILD SAFETY SEATS
between
State of Rhode Island
and
Child Source

This Participating Addendum is entered into by State of Rhode Island ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 24-COMG-99704, executed by Contractor and the State of New Jersey ("Lead State") for Child Safety Seats ("Master Agreement"):

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

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

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

Participating Entity's contact for this Participating Addendum is:

David J. Francis
Administrator of Purchasing Systems
David.Francis@purchasing.ri.gov
(401) 574-8100

II. TERM. This Participating Addendum is effective as of May 1, 2025, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

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Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the State of Rhode Island Purchase Order Number for this Purchase Order/Agreement Contract. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

See Attachment A: State of Rhode Island (RI) Modifications and Additions to Master Agreement Terms and Conditions.

VIII. FEDERAL FUNDING REQUIREMENTS. 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. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. INFORMATION TECHNOLOGY STANDARDS.

All vendors who currently (or in the future) sell products and/or services to the State of Rhode Island are required to self-register with Ocean State Procures™ (OSP). The OSP Vendor Registration Portal for registering your business is <https://ridop.ri.gov/ocean-state-procures-osp/osp-vendor-registration/vendor-registration>.

The OSP Vendor Registration Portal provides your organization the ability to self-register and maintain your vendor account after establishing your username and password. This is a two-phase process to establish your company to do business with the State of Rhode Island:

- Soft Registration – Steps 1-6 will establish your initial vendor account and allow vendors to view and submit responses to solicitations. Your account will be in "Pending" status.
- Full Registration – Steps 7-10 will be required to receive an awarded Purchase Order(s), Contract(s) and/or Payment(s). Your account will need to transition to an "Approved" status during this phase. Regardless of account status, a vendor can self-manage their account's information and users at any time.

Osp Vendor Registration | Rhode Island Division of Purchases

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

- a. Attachment A: State of Rhode Island (RI) Modifications and Additions to Master Agreement Terms and Conditions.

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XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

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

For Participating Entity:

David J. Francis
Administrator of Purchasing Systems
David.Francis@purchasing.ri.gov
(401) 574-8100

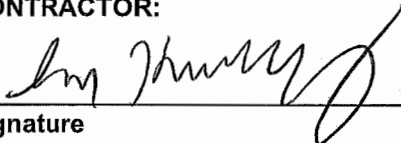
XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

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

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:



Signature

Sean Kennedy

Printed Name

Director of Sales

Title

03/27/2025

Date

PARTICIPATING ENTITY: State of Rhode Island

Signature

Jay Hauser

Printed Name

Director, State Purchasing Agent

Title

03/27/2025

Date

Attachment A: State of Rhode Island (RI)
Modifications and Additions to Master Agreement Terms and Conditions

Additional Terms:

- 1) Jurisdiction and venue for any lawsuits arising here from Exhibit B of this MPA shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.
- 2) Any Rhode Island Purchase Agreement arising from this MPA shall be subject to the Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, *et. seq.*
- 3) The Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase located at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>.
- 4) General Conditions of Purchase Addendum A, Schedule A1: <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>.
- 5) Vendor(s) must register in Ocean State Procures (OSP) before this MPA may be executed.
- 6) RI Master Price Agreement Contract Rhode Island Fee:

RHODE ISLAND FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Rhode Island Chief Purchasing Officer to establish, charge and collect from vendors an administrative fee not to exceed one percent (1%) of the total value of the annual spend against this MPA ("**Rhode Island Fee**"). Rhode Island understands and agrees that the Rhode Island Fee is separate from the MMCAP Infuse administration fee and Vendor will raise the Agreement prices and/or amend the discounts to Rhode Island Facilities and the Member by this amount. All Rhode Island Fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to Rhode Island procurement. In accordance with this legislative initiative the Division of Purchases of Rhode Island is upgrading the Rhode Island procurement system through the purchase and installation of an eProcurement system. The Rhode Island fee shall be applicable to all purchase orders issued relative to Rhode Island. Therefore, after full execution of this MPA, all purchases under this MPA shall be assessed the 1% Rhode Island Fee.

MPA Vendor Submission Requirements

MPA quarterly reports and fee payments (checks) are due quarterly and must be received by the Division of Purchases no later than thirty (30) days after the end of each quarter. Quarterly reporting is required even if there were no sales.

Quarterly Report

At a minimum the report will include: purchasing entity name; billing and ship to locations; purchasing entity and contractor purchase order identifier/number(s); date of order; ship date;

order type (sales order, credit, determined by industry practices); and line item description, including product number on all products/services sold under the MPA. Annual reporting quarters and due dates are as follows: MPA 1% Administrative Fee

Assessed at one-percent (1%) of the total value of the annual spend against MPA contracts, paid on a quarterly basis.

- **Quarter 1 - January 1 through March 31; due no later than April 30**
- **Quarter 2 - April 1 through June 30; due no later than July 31**
- **Quarter 3 - July 1 through September 30; due no later than October 31**
- **Quarter 4 - October 1 through December 31; due no later than January 31**

Delivery Instructions

Spend Reports shall be emailed to:

- Rhode Island's contract administrator of record; &
- doa.purchasing@purchasing.ri.gov

Checks shall be made payable to RI Division of Purchases and delivered to:

MPA Coordinator

RI Division of Purchases, FL 2 One Capitol Hill Providence, RI 02908

