



# Bid Solicitation

## Bid # 18DPP00297

**For: M2002-Child Safety Seats: NASPO ValuePoint Master Agreement**

Event	Date	Time
<b>Vendor's {Bidder's} Electronic Question Due Date</b> (Refer to Bid Solicitation <a href="#">{Bid Solicitation Section 1.3.1}</a> for more information.)	8/9/18	2:00 PM
<b>Mandatory/Optional Pre-Quote Conference</b> (Refer to Bid Solicitation <a href="#">{Bid Solicitation Section 1.3.6}</a> for more information.)	Not Applicable	
<b>Mandatory/Optional Site Visit</b> (Refer to Bid Solicitation <a href="#">{Bid Solicitation Section 1.3.4}</a> for more information.)	Not Applicable	
<b>Mandatory Seat Demonstration</b> (Refer to Bid Solicitation <a href="#">Bid Solicitation Section 4.4.3.3.1</a> for more information.)	9/10/18-9/11/18	To Be Determined
<b>Quote Submission Date</b> (Refer to Bid Solicitation <a href="#">{Bid Solicitation Section 1.3.2}</a> for more information.)	8/29/18	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation refer to Eastern Time. All changes will be reflected in Bid Amendments {Addenda} to the Bid Solicitation posted on the Division of Purchase and Property website and on [www.njstart.gov](http://www.njstart.gov).

	Status	Category
<b>Small Business Set-Aside</b>	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> I <input type="checkbox"/> IV
	<input type="checkbox"/> Entire Blanket P.O.	<input checked="" type="checkbox"/> II <input type="checkbox"/> V
	<input type="checkbox"/> Partial Blanket P.O.	<input checked="" type="checkbox"/> III <input type="checkbox"/> VI
	<input checked="" type="checkbox"/> Subcontracting Only	

Bid Solicitation Issued By

Using Agency/Agencies

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

State of New Jersey  
New Jersey Cooperative Purchasing Program Participants  
NASPO ValuePoint Cooperative Purchasing Organization

Date: July 26, 2018

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**BID-SPECIFIC DOCUMENTS/ATTACHMENTS/APPENDICES:**

- Attachment #1 - NASPO ValuePoint Master Agreement Terms and Conditions;
- Attachment #2 - Prospective Participating State-Specific Terms and Conditions;
- Attachment #3 - NASPO ValuePoint Master Agreement Quote Overview Form;
- Price Schedule/Sheet;
- Vendor {Bidder} Data Sheet;
- Vendor {Bidder} Quote Overview Form;
- Offer & Acceptance Form; and
- Bid Solicitation Checklist.

## **1.0 INFORMATION FOR VENDORS {BIDDERS}**

**NOTICE:** This Bid Solicitation {Request for Proposal (RFP)} is part of the **NJSTART** Procurement Program. ***The Vendor {Bidder} is advised to thoroughly read all sections, as many have been revised, and follow all instructions contained in this Bid Solicitation, including the instructions on the Bid Solicitation's {RFP's} Offer and Acceptance Page {Signatory Page}*** and read through all Quick Reference Guides (QRGs) located on the [NJSTART Vendor Support Page \(http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml\)](http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml), before preparing and submitting its Quote.

**NJSTART** terminology is used in this document; legacy term appears in braces; thus: **NJSTART** term {legacy term}.

### **1.1 PURPOSE AND INTENT**

This Bid Solicitation is issued by the Procurement Bureau (Bureau), Division of Purchase and Property (Division), Department of the Treasury in furtherance with the National Association of State Procurement Official (NASPO) ValuePoint Cooperative Purchasing Program on behalf of various state agencies and Cooperative Purchasing Program Participants. The purpose of this Bid Solicitation is to solicit Quotes {Proposals} for the establishment of a NASPO ValuePoint Master Agreement (Master Agreement) with qualified manufactures and/or distributors for the provision of child safety seats and other child transport mechanisms for all participating states/Using Agencies.

The intent of this Bid Solicitation is to award Master Blanket Purchase Orders (Blanket P.O.s) {Contracts} to those responsible Vendors {Bidders} whose Quotes {Proposals}, conforming to this Bid Solicitation are most advantageous to the State, price and other factors considered. The State may award any and all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Blanket P.O. during the Blanket P.O. term, when deemed by the Director of the Division of Purchase and Property (Director) to be in the State's best interest.

It is the State's intent to award at least one (1) Blanket P.O. per region (Reference Section 1.2.1, *Geographical Regions*, for a breakdown by state). At award, the State intends to identify one (1) Prime Vendor {Contractor} (Prime) and at least one (1) Alternate Vendor {Contractor} (Alternate), if applicable. Using Agencies will purchase all items from the Prime Vendor {Contractor} of each region, pursuant to the Method of Engagement outlined in Section 1.2.2 of this Bid Solicitation. Consideration will be given for a Nationwide Blanket P.O. based on price, Vendor {Bidder} capability of providing services to all regions, and other factors.

The State of New Jersey (State) intends to extend the Blanket P.O.s {Contracts} awarded to the Division's Cooperative Purchasing Program participants. These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges, and State colleges. In order for the State Blanket P.O. to be extended to Cooperative Purchasing Program participants, the Vendor {Bidder} must agree to the extension by executing the Cooperative Purchase Form. Also refer to Section 4.4.6 of this Bid Solicitation. Although the State, with the consent of the Vendors {Bidders}, is making the use of any Blanket P.O. resulting from this Bid Solicitation available to non-State Agencies, the State makes no representation as to the acceptability of any State Bid Solicitation terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation. Additionally, the Blanket P.O. will be extended to all NASPO ValuePoint Cooperative Participating Entities.

### **1.2 BACKGROUND**

This is a reprocurement of similar services provided under the **M2002- Child Safety Seats WSCA-NASPO Cooperative** term Blanket P.O., presently due to expire on **10/31/18**. Vendors {Bidders}

interested in the current Blanket P.O. specifications and pricing information may review the current Blanket P.O. (Enter **M2002**) at <http://www.state.nj.us/treasury/purchase/pricelists.shtml> and are cautioned that this new Bid Solicitation may have additional or varying tasks from previous versions to address current requirements.

For the purpose of the reprourement, New Jersey is the Lead State and issuing office for this Bid Solicitation and all subsequent Bid Amendments {Addenda} relating to it. The objective of this Bid Solicitation is to obtain the best value, and in some cases achieve more favorable pricing, than may be obtainable by an individual state or local government entity through the use of collective volume of potential purchases.

The savings realized by the potential Vendor {Contractor} in managing one (1) comprehensive NASPO VALUEPOINT Master Agreement rather than numerous state and local Blanket P.O.s {Contracts} should result in the most attractive service level and discounts available in the marketplace.

The Master Agreement resulting from this Bid Solicitation may be used by state governments (including state departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.

**1.2.1 GEOGRAPHICAL REGIONS**

For the purposes of this Bid Solicitation, the United States has been divided into the following four (4) regions: Central, Eastern, Mountain, and Pacific. States comprising each region are indicated below:

<b>Central Region</b>	North Dakota, South Dakota, Minnesota, Nebraska, Iowa, Wisconsin, Illinois, Missouri, Kansas, Oklahoma, Arkansas, Tennessee, Mississippi, Alabama, Louisiana, Texas, Western Kentucky, and Western Indiana.
<b>Eastern Region</b>	Michigan, Eastern Indiana, Ohio, Eastern Kentucky, New York, Pennsylvania, New Jersey, New Hampshire, Maine, Rhode Island, Connecticut, Delaware, Maryland, District of Columbia (DC), North Carolina, South Carolina, Georgia, and Florida.
<b>Mountain Region</b>	Montana, Idaho, Wyoming, Utah, Colorado, Arizona, and New Mexico.
<b>Pacific Region</b>	Washington, Oregon, Nevada, Alaska, Hawaii, and California.

**1.2.2 METHOD OF ENGAGEMENT**

Using Agencies will purchase all items from the identified Prime of each region. In the event that the Prime cannot deliver the requested item, the Using Agency may bypass the Prime and purchase the requested item from the 1<sup>st</sup> Alternate, under the following limited circumstances:

- A. The Prime informs the Using Agency that the requested item is backordered, discontinued, recalled, and/or the Prime does not offer the desired item that meets the Participating State's needs, and a suitable replacement will not be available in the Using Agency's required time frame;
- B. The Prime's item does not possess the Using Agency's requested Optional Offering (as demonstrated in Bid Solicitation Section 3.10); and/or
- C. The Using Agency determines that the service provided by the Prime on three (3) previous orders was unsatisfactory as evidenced by the Using Agency filing complaints through the

Division's Contract Compliance and Audit Unit (CCAU) and the Participating State's formal complaint process.

In the event that the Prime and 1<sup>st</sup> Alternate cannot meet the Using Agency's needs (as referenced above), the Using Agency may engage additional Alternates (in sequential order). **Note:** In the event that neither the Prime nor the Alternate(s) of a specified region is able to provide the required item, the Using Agency may request to engage the Prime or Alternate of another region using the same method outlined above, with written approval from the Lead State Contract Manager.

**1.2.3 PARTICIPATING STATE'S HISTORICAL USAGE AND STATE-SPECIFIC TERMS AND CONDITIONS**

In addition to the Lead State conducting this solicitation, at this time, the below Participating States have requested to be named in this Bid Solicitation as potential users of the resulting Master Agreement. Historical usage data from the current Blanket P.O. from states who have indicated an interest in participating in the Blanket P.O. resulting from this Bid Solicitation, can also be found below. Please note that no minimum or maximum level of sales volume is guaranteed or implied during the term of this Blanket P.O. or any extension period thereto.

<b>Historical Spend</b>	
<b>State</b>	<b>Total Spend (Current Contract)</b>
Connecticut	\$5,000
Delaware	\$5,000
Hawaii	Not Available
Illinois	\$40,000
Maine	\$43,260
Minnesota	\$69,000
Missouri	\$20,000
Montana	Not Available
Nebraska	Not Available
New Jersey	\$300,000
North Dakota	\$50,000
Ohio	\$260,000
Rhode Island	\$6,900
South Dakota	\$190,000
Texas	\$200,000
Utah	Not Available

NASPO ValuePoint Master Agreement Terms and Conditions can be found in Attachment #1 of this Bid Solicitation. Terms and Conditions specific to a State will be addressed in the respective state's Participating Addendum. Please reference Attachment #2, *Prospective Participating State-Specific Terms and Conditions* for those terms specific to the aforementioned states. Please be advised that this attachment does not include Terms and Conditions for each state. Prospective states may negotiate special or unique terms and conditions that will govern its respective Participating Addendum. **Note:** This is not an extensive list as other states may elect to participate post award of the Blanket P.O. and subsequent issuance of the resulting Master Agreement. Future Participating States will negotiate terms and conditions directly with the awarded Vendors {Contractors}.

**1.2.4 NASPO VALUEPOINT BACKGROUND INFORMATION**

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia, and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint.

NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia, and the territories of the United States. NASPO ValuePoint facilitates administration of the 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. For more information on NASPO VALUEPOINT please reference the following websites [www.naspovaluepoint.org](http://www.naspovaluepoint.org) and [www.naspo.org](http://www.naspo.org).

#### **1.2.4.1 NASPO VALUEPOINT MASTER AGREEMENT**

The State of New Jersey's Blanket P.O. resulting from this Bid Solicitation will constitute the final NASPO ValuePoint Master Agreement except for Bid Solicitation Section 9.0, *State of New Jersey Standard Terms and Conditions* (this section will **ONLY** apply to the State of New Jersey). Negotiated terms and conditions specific to each state will be addressed in its respective Participating Addendum. The awarded Vendors {Contractors} resulting from this Bid Solicitation will enter into a Participating Addendum with each Participating State.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Division will electronically accept questions and inquiries from all potential Vendors {Bidders} via the "Q&A" Tab of the Bid Solicitation in **NJSTART**.

- A. Questions should be directly tied to the Bid Solicitation and asked in consecutive order, from beginning to end, following the organization of the Bid Solicitation; and
- B. Each question should begin by referencing the Bid Solicitation page number and section number to which it relates.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the [NJSTART Vendor Support Page](#).

A Vendor {Bidder} shall not contact the Using Agency and/or the Procurement Specialist directly, in person, by telephone or by e-mail, concerning this Bid Solicitation, prior to the final award of the Blanket P.O.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation is indicated on the Bid Solicitation cover sheet. In the event that questions are posed by Vendors {Bidders}, answers to such questions will be issued by Bid Amendment. Any Bid Amendment to this Bid Solicitation will become part of this Bid Solicitation and part of any Blanket P.O. awarded as a result of this Bid Solicitation. Bid Amendments {Addenda} to this Bid Solicitation, if any, will be posted as a File Attachment on the "Summary" page of the Bid Solicitation in **NJSTART** after the cut-off date. (See Bid Solicitation Section 1.4.1 for further information.)

#### **1.3.1.1 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)**

**Questions regarding the State of New Jersey Standard Terms and Conditions (SSTC), Attachment #1, NASPO ValuePoint Master Agreement Terms and Conditions, and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and shall contain the Vendor's {Bidder's} suggested changes and the reason(s) for the suggested changes. Please be advised that the Lead State will not address**



**any questions regarding Attachment #2 - Prospective Participating State-Specific Terms and Conditions.**

**1.3.2 SUBMISSION OF QUOTES {PROPOSALS}**

In order to be considered for award, the Quote must be received by the Procurement Bureau of the Division at the appropriate location by the required time.

Vendors {Bidders} shall submit a Quote either electronically through [NJSTART](#) or via hard copy.

**QUOTES {PROPOSALS} NOT RECEIVED PRIOR TO THE QUOTE OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE OPENING IS INDICATED ON THE BID SOLICITATION COVER SHEET AND ON THE "SUMMARY" TAB OF THE BID SOLICITATION WEBPAGE WITHIN [NJSTART](#).**

**IF THE QUOTE OPENING DEADLINE HAS BEEN REVISED, THE NEW QUOTE OPENING DEADLINE SHALL BE SHOWN ON THE POSTED BID AMENDMENT AND ON THE "SUMMARY" TAB OF THE BID SOLICITATION WEBPAGE WITHIN [NJSTART](#).**

Procedural inquiries concerning the use of [NJSTART](#) may be directed to [njstart@treas.nj.gov](mailto:njstart@treas.nj.gov) and/or (609) 341-3500.

The State will not respond to substantive questions related to the Bid Solicitation or any other Blanket P.O. via this e-mail address or phone number. For inquiries related to substantive questions refer to Section 1.3.1 (Electronic Question and Answer Period).

**1.3.3 VENDOR {BIDDER} SUPPORT**

Vendors {Bidders} are strongly encouraged to visit the [NJSTART Vendor Support Page](#), which contains Quick Reference Guides (QRGs), supporting videos, a glossary of [NJSTART](#) terms, and helpdesk contact information.

The Vendor {Bidder} should utilize the QRGs before attempting to submit its Quote using the [NJSTART](#) process. It is the Vendor's {Bidder's} responsibility to ensure that the [NJSTART](#) Quote and attachments have been properly submitted.

**1.3.4 MANDATORY/OPTIONAL SITE VISIT**

Not applicable to this procurement.

**1.3.5 MANDATORY/OPTIONAL PRE-QUOTE CONFERENCE**

**1.3.6 PRE-QUOTE DOCUMENT REVIEW**

Not applicable to this procurement.

**1.4 ADDITIONAL INFORMATION**

**1.4.1 BID AMENDMENTS {ADDENDA}: REVISIONS TO THIS BID SOLICITATION**

In the event that it becomes necessary to clarify or revise this Bid Solicitation, such clarification or revision will be by Bid Amendment. Any Bid Amendment to this Bid Solicitation will become part of this Bid Solicitation and part of any Blanket P.O. awarded as a result of this Bid Solicitation.

There are no designated dates for release of Bid Amendments {Addenda}. Those Vendors {Bidders} who are on the bid holder list either through commodity code registration in [NJSTART](#) or



by acknowledging the bid in **NJSTART** should receive notification of any Bid Amendment(s) {Addenda}. If a Vendor {Bidder} is not on the bid holder list to receive notifications related to a Bid Solicitation, Bid Amendments {Addenda} are still viewable on the “Summary” page of the Bid Solicitation in **NJSTART**.

**BID AMENDMENTS {ADDENDA} WILL BE ISSUED AS FILE ATTACHMENTS, AND ARE VIEWABLE ON THE “SUMMARY” PAGE OF THE BID SOLICITATION IN **NJSTART**.** Vendors {Bidders} may refer to the QRG “Submit a Quote” for additional instructions. QRGs are located on the [NJSTART Vendor Support Page](#).

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all Bid Amendments {Addenda} related to this procurement. An interested Vendor {Bidder} should check the **NJSTART** “Open Bids” Tab on a daily basis to ensure review of the most updated information.

#### **1.4.2 VENDOR {BIDDER} RESPONSIBILITY**

The Vendor {Bidder} assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quotes {Proposals} are opened because of a Vendor’s {Bidder’s} failure to be knowledgeable as to all of the requirements of this Bid Solicitation.

#### **1.4.3 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a Vendor {Bidder} in the preparation and submittal of a Quote in response to this Bid Solicitation.

#### **1.4.4 CONTENTS OF QUOTE**

Quotes {Proposals} can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know.

After the opening of sealed Quotes {Proposals}, including Quotes {Proposals} submitted through the **NJSTART** electronic process, all information submitted by a Vendor {Bidder} in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor {Bidder}. Proprietary and confidential information may be exempt from public disclosure by OPRA and/or the common law. When the Bid Solicitation contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Blanket P.O. is announced.

As part of its Quote, a Vendor {Bidder} may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Quote of any such designation should be clearly stated in a cover letter.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Vendor {Bidder} accordingly. Any proprietary and/or confidential information in a Quote will be redacted by the State. **The State will not honor any attempt by a Vendor {Bidder} to designate its entire Quote and/or prices as proprietary, confidential and/or to claim copyright protection for its entire Quote.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Vendor’s {Bidder’s} assertion of confidentiality with which the State does not concur, the Vendor {Bidder} shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Vendor {Bidder}. The State assumes no such responsibility or liability.

A Vendor {Bidder} shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the Bid Solicitation has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

#### **1.4.5 ANNOUNCEMENT OF QUOTE INFORMATION**

On the date and time Quotes {Proposals} are due under the Bid Solicitation, all information concerning the Quotes {Proposals} submitted may be publicly announced and shall be available for inspection and copying except as noted below:

- A. Information appropriately designated as proprietary and/or confidential shall not be available for inspection and copying; and
- B. Where negotiation is contemplated, only the names and addresses of the Vendors {Bidders} submitting Quotes {Proposals} will be announced, and the contents of the Quotes {Proposals} shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

#### **1.4.6 PRICE ALTERATION IN QUOTES {PROPOSALS}**

Any price changes including hand written revisions or "white-outs" must be initialed. Failure to initial price changes shall preclude a Blanket P.O. award from being made to the Vendor {Bidder}.

#### **1.4.7 QUOTE ERRORS**

In accordance with N.J.A.C. 17:12-2.11 "Proposal errors," a Vendor {Bidder} may withdraw its Quote as described below.

##### **1.4.7.1 QUOTE WITHDRAWAL PRIOR TO QUOTE OPENING**

**NJSTART**: A Vendor {Bidder} may withdraw its Quote submission in **NJSTART** prior to the Quote opening; however, Vendors {Bidders} should note that while withdrawn **NJSTART** Quotes {Proposals} remain viewable by the Vendor {Bidder} on its Vendor Profile Homepage, they are removed from the Division's view and cannot be considered for Blanket P.O. award. The Vendor {Bidder} may submit a revised Quote as long as the Quote is received prior to the announced date and time for Quote submission. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the [NJSTART Vendor Support Page](#).

**Hard Copy**: A Vendor {Bidder} may request that its hard copy Quote be withdrawn prior to the Quote opening. Such request must be made, in writing, to the Supervisor of the Proposal Review Unit at the address provided in Section 1.4.7.2 below. The Vendor {Bidder} may submit a revised Quote as long as the Quote is received prior to the announced date and time for Quote submission and at the place specified.

##### **1.4.7.2 QUOTE WITHDRAWAL AFTER QUOTE OPENING, BUT PRIOR TO BLANKET P.O. AWARD**

**NJSTART and Hard Copy**: If, after the Quote opening, but before Blanket P.O. award, a Vendor {Bidder} discovers an error in its Quote, the Vendor {Bidder} may make a written request to the Supervisor of the Proposal Review Unit to withdraw its Quote from consideration for award. If the Vendor's {Bidder's} request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the Quote beyond the loss of the benefit of the bargain to the State of the withdrawing Vendor's {Bidder's} offer, the request shall be granted. Evidence of the Vendor's {Bidder's} good faith in making this request can be demonstrated by one (1) or more of the following factors: A mistake is so significant that to enforce the Blanket P.O. resulting from

the Quote would be unconscionable; that the mistake relates to a material feature or term of the Blanket P.O.; and that the mistake occurred notwithstanding the Vendor's {Bidder's} exercise of reasonable care. After Quote opening, while pursuant to the provisions of this section a Vendor {Bidder} may request to withdraw its Quote and the Director may in her discretion allow said Vendor {Bidder} to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Vendor {Bidder} and take those prior requests to withdraw into consideration when evaluating the Vendor's {Bidder's} future Quotes {Proposals}.

All Quote withdrawal requests must include the Bid Solicitation identification number and the final Quote submission date and be sent to the following address:

Department of the Treasury  
Division of Purchase and Property  
PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0039  
Attention: Supervisor, Proposal Review Unit

If during a Quote evaluation process, an obvious pricing error made by a potential Blanket P.O. awardee is found, the Director or her designee shall issue written notice to the Vendor {Bidder}. The Vendor {Bidder} will have up to five (5) business days after receipt of the notice to confirm its pricing. If the Vendor {Bidder} fails to respond, its Quote shall be considered withdrawn, and no further consideration shall be given to it.

#### **1.4.8 JOINT VENTURE**

If a Joint Venture is submitting a Quote, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page {Signatory Page}. Each party to the Joint Venture must individually comply with all the forms and certification requirements in Sections 4.4.1 and 4.4.2 of this Bid Solicitation.

#### **1.4.9 RECIPROCITY FOR JURISDICTIONAL VENDOR {BIDDER} PREFERENCE**

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State Vendor {Bidder} whose state or locality maintains a preference practice for its in-state Vendors {Bidders}. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Vendor {Bidder} may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Vendor {Bidder}, etc. It is the responsibility of the Vendor {Bidder} to provide documentation with the Quote or submit it to the Director within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Director within five (5) business days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

#### **1.4.10 QUOTE ACCEPTANCES AND REJECTIONS**

N.J.A.C. 17:12-2.7(d), the Director's right to waive minor irregularities or omissions in a Quote and N.J.A.C. 17:12-2.2 which defines causes for Quote rejection, apply to all Quotes {Proposals}.

#### **1.4.11 ELECTRONIC SIGNATURES**

Vendors {Bidders} submitting Quotes {Proposals} through **NJSTART** may sign the forms listed in Section 4.4.1 (Forms, Registrations and Certifications Required with Quote) and Section 4.4.2 (Forms, Registrations and Certifications Required Before Blanket P.O. Award and That Should Be Submitted with the Quote) of this Bid Solicitation electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form to **NJSTART**.

Vendors {Bidders} submitting Quotes {Proposals} in hard copy format, must provide forms with original, physical signatures, otherwise its Quote may be deemed non-responsive.

## **2.0 DEFINITIONS**

### **2.1 CROSSWALK**

<b><i>NJSTART</i> Term</b>	<b>Equivalent Existing New Jersey Term</b>
Bid/Bid Solicitation	RFP/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

### **2.2 GENERAL DEFINITIONS**

The following definitions will be part of any Blanket P.O. awarded or order placed as a result of this Bid Solicitation.

***NJSTART*** terminology is used in this document; legacy term appears in braces; thus: ***NJSTART*** term {legacy term}.

**All-Inclusive Hourly Rate** – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

**Best and Final Offer or BAFO** – Pricing timely submitted by a Vendor {Bidder} upon invitation by the Bureau after Quote opening, with or without prior discussion or negotiation.

**Bid or Bid Solicitation {RFP or Solicitation}** – This series of documents, which establish the bidding and Blanket P.O. requirements and solicits Quotes {Proposals} to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments {Addenda}.

**Bid Amendment** – Written clarification or revision to this Bid Solicitation issued by the Bureau. Bid Amendments {Addenda}, if any, will be issued prior to Quote opening.

**Business Day** – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Calendar Day** – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Change Order {Contract Amendment}** – An alteration or modification of the terms of a Blanket P.O. between the State and the Vendor(s) {Contractor(s)}. A Change Order {Contract Amendment} is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

**Cooperative Purchasing Program** – The Division’s intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Blanket P.O.s {Contracts} issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

**Days After Receipt of Order (ARO)** – The number of calendar days ‘After Receipt of Order’ in which the Using Agency will receive the ordered materials and/or services.

**Director** – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey.

**Discount** – The standard price reduction applied by the Vendor {Bidder} to all items.

**Division** – The Division of Purchase and Property.

**Evaluation Committee** – A committee established or Division staff member assigned by the Director to review and evaluate Quotes {Proposals} submitted in response to this Bid Solicitation and recommend a Blanket P.O. award to the Director.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

**Joint Venture** – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

**Master Blanket Purchase Order (Blanket P.O.) {Contract}** – The Blanket P.O. consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation, the responsive Quote submitted by a responsible Vendor {Bidder} as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment {Addenda} or other supporting documents, or post-award documents including Change Orders {Contract Amendments} agreed to by the State and the Vendor {Contractor}, in writing.

**May** – Denotes that which is permissible or recommended, not mandatory.

**Must** – Denotes that which is a mandatory requirement.

**No Bid** – The Vendor {Bidder} is not submitting a price Quote for an item on a price line.

**No Charge** – The Vendor {Bidder} will supply an item on a price line free of charge.

**Primary Form** – An electronic form contained within a Vendor's {Bidder's} **NJSTART** profile designated by the Vendor {Bidder} as the primary or principal version of the required form.

**Procurement Bureau (Bureau)** – The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations {RFPs}, for the tabulation of Quotes {Proposals} and for recommending award(s) of Blanket P.O. (s) {Contract(s)} to the Director and the Deputy Director.

**Project** – The undertakings or services that are the subject of this Bid Solicitation.

**QRGs** – Quick Reference Guides.

**Quote** – Vendor's {Bidder's} timely response to the Bid Solicitation including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation.

**Retainage** – The amount withheld from the Vendor {Contractor} payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Vendor {Contractor}.

**Revision** – A response to a BAFO request or a requested clarification of the Vendors {Bidders} Quote.

**Shall** – Denotes that which is a mandatory requirement.

**Should** – Denotes that which is permissible or recommended, not mandatory.

**Small Business** – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

**State** – The State of New Jersey.

**State Contract Manager or SCM** – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order {Contract Amendment}.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**Subcontractor** – An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State Blanket P.O., while retaining full responsibility for the performance of all [the Vendor’s {Contractor’s}] obligations under the Blanket P.O., including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

**Task** – A discrete unit of work to be performed.

**Unit Cost** – All-inclusive, firm fixed price charged by the Vendor {Bidder} for a single unit identified on a price line.

**Using Agency[ies]** – A State department or agency, a quasi-State governmental entity, participating entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. procured by the Division. This Blanket P.O. may be used by the Using Agencies or quasi-governmental agencies specifically identified in the Bid Solicitation. In addition, with the approval of the Director of the Division of Purchase and Property and the agreement of the Vendor {Contractor}, the Blanket P.O. may be used by any Using Agency or quasi-State governmental entity. The term Using Agency shall also mean a Purchasing Entity as that term is defined in Attachment #1, NASPO ValuePoint Master Agreement Terms and Conditions.

**Vendor {Bidder}** – An entity offering a Quote in response to the Division’s Bid Solicitation.

**Vendor {Contractor}** – The Vendor {Bidder} awarded a Blanket P.O. resulting from this Bid Solicitation.



### 2.3 BLANKET P.O. {CONTRACT}-SPECIFIC DEFINITIONS/ACRONYMS

**Acceptance** – A written notice from a Using Agency to the Vendor {Contractor} advising it that the safety seat, booster, car/vehicle bed, vest, or any other proposed child transport mechanism, has passed its Acceptance Testing.

**Acceptance Testing** – The process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Using Agency.

**Alternate Vendor {Contractor}** – Refers to the awarded Vendor {Contractor} charged with the completion of scope of work engagements in the event that the Primary Vendor {Contractor} is bypassed (reference Bid Solicitation Section 1.2.2).

**Authorized Wholesale Dealer** – An agent or organization that is authorized to buy goods from a producer or distributor for wholesale and/or retail reselling.

**Backless Booster** – A firm platform, with no back, used with a lap-shoulder belt, that raises the child so that the height of his thighs and shoulders are closer to those of an adult and helps route both portions of the lap-shoulder belt to fit the smaller body. The booster utilizes the back of the vehicles seat for support of the child's torso.

**Belt-Positioning Booster Seat (BPB)** – A crash-tested device that raises the child so that the required lap and shoulder belts fit correctly. All BPBs act as pre-crash positioning devices and must be used with lap and shoulder belts. BPB models may have high backs, or be backless.

**Booster Seat** – A firm cushion of foam or plastic that raises the child higher in the car/vehicle to improve the position and angle of the shoulder belt.

**CamWrap** – A seat-mounted system for attaching a safety vest to a school bus seat. (See Portable seat mount).

**Child Restraint System (CRS)** – A crash-tested device or system that is specially designed to provide infant/child crash protection. General term for systems including child safety seats, safety vests or car/vehicle beds that meet Federal Motor Vehicle Safety Standard 213.

**Combination Safety Seat** – A type of forward-facing child restraint that is used with an internal Harness system to secure a child. With removal of the internal Harness, it is used as a Belt-Positioning Booster (BPB) seat.

**Convertible Safety Seat** – A child restraint that “converts” from rear-facing for infants and smaller children to forward-facing for children.

**Federal Motor Vehicle Safety Standards (FMVSS)** – A United States (U.S.) federal regulations specifying design, construction, performance, and durability requirements for motor vehicles and regulated automobile safety-related components, systems, and design features.

**Federal Motor Vehicle Safety Standard (FMVSS) 302** – A U.S. federal regulation that specifies burn resistance requirements for materials used in the occupant compartments of motor vehicles.

**Federal Motor Vehicle Safety Standard (FMVSS) 213** – A U.S. federal regulation that specifies requirements for Child Restraint Systems used in motor vehicles and aircraft.

**Five-Point Harness** – A form of seat belt that contains five (5) straps that are mounted to the car/vehicle frame.

**Free on Board (FOB) Destination, Freight Prepaid and Added** – The Vendor {Contractor} prepays the transportation charges, but adds the charges to the invoice for reimbursement.

**Freight Pre-Paid** – A shipping option where the Using Agency is allowed to choose its own shipping/delivery method and will be responsible for the freight charge.

**Forward-Facing Safety Seat** – A Child Restraint System that is intended for use only in the forward-facing position for a child that has outgrown his/her rear facing seat.

**Harness** – A system of straps that keep the child within the shell, distributes crash forces, and helps the child “ride down” the crash.

**Harness Adjuster** – A device used to tighten or loosen the internal Harness of a Child Restraint System.

**Harness Retainer Clip or Chest Clip** – A clasp that holds the shoulder straps together over the child’s chest at armpit level.

**High Back Booster Seats** – See Belt Positioning Booster.

**Inside Delivery** – Includes delivery, by request of the Using Agency, to any destination within a building, including, but not limited to: a storage room, hallway, subsequent floor than the delivery dock/front door.

**Lead State** – The State (New Jersey) conducting this cooperative procurement, evaluation, and subsequent Master Agreement award.

**List Price** – The price for one (1) unit only and does not include freight.

**Locking Clip** – A flat H-shaped metal item intended to clip lap and shoulder belt webbing together at a free-sliding latch plate in order to prevent the webbing from sliding through. A Locking Clip is a pre-crash positioning device only. It is not to be used as a belt shortening clip.

**Lower Anchors and Tethers for Children (LATCH) System** – Consists of built-in straps and hooks on the safety seat that are used to anchor hardware into the vehicle

**Manufacturer** – A company that, as its primary business function designs, assembles, owns the trademark/patent and markets child safety seats and offered devices.

**Master Agreement** – The underlying agreement (Blanket P.O. {Contract}) executed by and between the Lead State, as a NASPO Blanket P.O. {Contract} Administrator and the Contractor.

**Original Equipment Manufacturer (OEM)** – A company that makes a part or subsystem that is used in another company's end product.

**National Association of State Procurement Officers (NASPO)** – A non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia, and the territories of the United States.

**National Highway Traffic Safety Administration (NHTSA)** – An agency within the federal Department of Transportation charged with writing and enforcing Federal Motor Vehicle Safety Standards as well as regulations for motor vehicle theft resistance and fuel economy.

**Participating Addendum** – A bilateral agreement executed by a Vendor {Contractor} and a Using Agency/Participating Entity incorporating the terms and conditions included in the original Bid

Solicitation and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures, or other terms and conditions unique to the participating entity. The purpose of a Participating Addendum is to afford each party using a NASPO ValuePoint contract the protection of the solicitation's terms and conditions (Please reference Attachment #1 - *NASPO ValuePoint Master Agreement Terms and Conditions* as it defines Participating Entity and other terms related to participation in ValuePoint.

**Participating State (Entity)** – Those NASPO ValuePoint Cooperative Purchasing Participants/ that have entered into a Participating Addendum under this Master Agreement. **Note: For the purpose of this Bid Solicitation, Participating States are also references as Using Agencies.**

**Prime Vendor {Contractor}** – Refers to the awarded Vendor {Contractor} charged with the overall completion of all scope of work engagements unless bypassed by the SCM or Using Agency during the Method of Engagement (reference Bid Solicitation Section 1.2.2).

**Safety Seat** – A portable seat for an infant or a small child that attaches to an automobile seat and holds the child safely.

**Take-Back Program** – A voluntary program that offers to take back and recycle previously purchased items.

**Tether System** – A long piece of seat belt material that has a clip on the end located at the top back of a convertible car/vehicle seat.

**Wholesale Distributor** – An agent or organization which acts as the sales and service representative for a manufacturer or supplier.

### **3.0 SCOPE OF WORK**

The State of New Jersey's Master Blanket Purchase Order (Blanket P.O.) {Contract} resulting from this Bid Solicitation shall constitute the official NASPO ValuePoint Master Agreement (Master Agreement) to be followed by all Using Agencies, except for negotiated terms and conditions specific to each Using Agencies' specific Participating Addendum.

**Note: Any child Safety Seat manufacturer and/or authorized Wholesale Distributor awarded a Blanket P.O. {Contract} are herein referenced as Vendor {Contractor}.**

#### **3.1 ENGAGEMENT**

The Vendor {Contractor} will be engaged in accordance with Bid Solicitation Section 1.2.2, *Method of Engagement*. Upon engagement, during normal business hours (Monday-Friday, 8 a.m. – 5 p.m. (Eastern Standard Time (EST))), the Primary Vendor {Contractor} (Prime), shall inform the Using Agency within three (3) business day, if it is able to fill the order within the Using Agency's required time frame. In the event that the Prime is unable to meet this requirement the Using Agency may proceed as demonstrated in the aforementioned Method of Engagement Section.

#### **3.2 ESSENTIAL REQUIREMENTS**

The Vendor {Contractor} shall adhere to the following essential requirements:

- A. The Vendor [Contractor] shall service all states and Using Agencies within its awarded region;
- B. Adhere to the NASPO ValuePoint Master Agreement Terms and Conditions (Reference Attachment #1 of this Bid Solicitation);
- C. Identify and provide contact information for the individual assigned to provide the mandatory usage reports to the Lead State Contract Manager and NASPO ValuePoint representative within 15 days of the Blanket P.O. {"Contract} award;
- D. Supplying safe and reliable child Safety Seats in compliance with or exceeding the requirements set forth in the Federal Motor Vehicle Safety Standards (FMVSS);
- E. Provide at a minimum, a one (1) year manufacturer's warranty for each required seat and device offered as part of this Blanket P.O. {Contract}. The Vendor {Contractor} must provide direct Original Equipment Manufacturer warranties on all products offered;
- F. Ensure compliance with appropriate federal safety standards for all child Safety Seats and devices offered as part of this Blanket P.O. {Contract};
- G. 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 Vendor {Contractor} must immediately alert all Using Agencies, identify a replacement seat within 24-hours of the recall, and replace said item at no additional cost to the Using Agencies;
- H. Ensure that the manufacturer's name(s) shall appear on the child Safety Seats;
- I. Provide a website that includes, at a minimum:
  1. A current online instructional manual for each seat and device offered as part of this Blanket P.O. {Contract}; and
  2. Develop, implement, and maintain a product recall section on its website that lists the Vendor's {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.
- J. Ensure that no minimum order/shipping requirement is necessary for any delivery method;

- K. Offer replacement parts for:
  - 1. Category One (1) {Category 1} – Forward Facing Seats (referencing Section 3.5.1);
  - 2. Category Two (2) {Category 2} – Rear Facing Seats (referencing Section 3.5.2);
  - 3. Category Three (3) {Category 3} – Booster Seats (referencing Section 3.5.3); and
  - 4. Category Four (4) {Category 4} – Special Needs Seats (referencing Section 3.5.4, if applicable); and
- L. Ensure that during the course of the Blanket P.O. {Contract} term, should any of the child Safety Seats be upgraded by the Vendor {Contractor}, the upgraded model must be made immediately available to the Using Agency on the next placed order and include the same percentage discount offered off of the originally offered product.

**Note:** It is the intent of the Participating States to use the child safety seats in both school buses and passenger cars/vans.

### **3.3 GENERAL REQUIREMENTS**

#### **3.4 SEAT-SPECIFIC REQUIREMENTS (CATEGORIES 1-3)**

The Vendor {Contractor} shall ensure that Safety Seat Categories 1-3 adhere to, at a minimum, the following requirements:

- A. Ensure that fabric cover is easily removed and machine washable. Additionally, fabric material must meet the requirements set forth in FMVSS No. 302 for flammability of interior materials;
- B. Include side impact protection;
- C. Item must be shipped complete/fully assembled with all parts and accessories;
- D. Include a registration card with each Safety Seat, as specified in FMVSS-213.8.1 (a)-(d);
- E. Demonstrate labeling as specified in FMVSS-213 S5.5, S5.5.1 and S5.5.2 (a)-(m);
- F. Each seat must include written instructions in English and Spanish; and
- G. All seats must (at the time of the original Quote submission, after award, and at the time of delivery meet or exceed the current requirements set forth in FMVSS-213 including side impact testing.

Additionally, the Vendor {Contractor} should ensure that each seat option offers replacement parts.

### **3.5 SAFETY SEAT-SPECIFIC SPECIFICATION REQUIREMENTS**

The Vendor's {Contractor's} Safety Seat shall adhere to the following seat-specific requirements.

#### **3.5.1 FORWARD FACING SAFETY SEAT (CATEGORY 1)**

##### **3.5.1.1 COMBINATION SEATS**

The Vendor {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:
  - 1. Five-Point Harness Internal Protection System with secure fit around hips;
  - 2. An upfront Harness Adjustment strap; and
  - 3. 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.

Additionally, the Vendor {Contractor} should ensure, at a minimum, that the seat:

- J. Supports the back & head of the child up to at least 57 inches in height;
- K. Includes a minimum of three (3) Harness height positions;
- L. Includes a Harness Retainer Clip;
- M. Includes a Harness with a splitter plate mechanism for easy access and adjustment to height positions to accommodate growth;
- N. Includes a padded arm rest (padding can be cloth or other material that reduces heat absorption to the area)

### **3.5.1.2 CONVERTIBLE SEATS – WITH HARNESS RETHREADING REQUIRED**

The Vendor {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:
  - 1. Five-Point Harness Internal Protection System;
  - 2. A two (2) piece Chest Clip;
  - 3. An upfront Harness Adjustment strap; and
  - 4. 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.

Additionally, the Vendor {Contractor} should ensure, at a minimum, that the seat:

- L. Supports the back & head of the child up to at least 49 inches in height;
- M. Includes a minimum of three (3) Harness height positions; and
- N. Includes a padded arm rest (padding can be cloth or other material that reduces heat absorption to the area).

### **3.5.1.3 CONVERTIBLE SEATS – WITHOUT HARNESS RETHREADING**

The Vendor {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:
  - 1. Five-Point Harness Internal Protection System;
  - 2. An upfront Harness Adjustment strap; and
  - 3. 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.

Additionally, the Vendor {Contractor} should ensure, at a minimum, that the seat:

- N. Support a child's height of at least 49 inches;
- O. A minimum of three (3) Harness slots; and
- P. Includes a padded arm rest (padding can be cloth or other material that reduces heat absorption to the area).



### **3.5.2 REAR FACING INFANT SAFETY SEATS (CATEGORY 2)**

The Vendor {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:
  - 1. Five-Point Harness Internal Protection System;
  - 2. A two (2) piece Harness Retainer Clip;
  - 3. A center Front Harness Adjustment;
  - 4. A Harness secured with a splitter mechanism for easy access and
  - 5. 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.

Additionally, the Vendor {Contractor} should ensure, at a minimum, that the seat:

- M. Includes a minimum of three (3) shoulder Harness positions for newborn to infant growth;
- N. Includes an gravity/level-to-ground indicator on the base; and
- O. Includes a padded arm rest (padding can be cloth or other material that reduces heat absorption to the area)

### **3.5.3 BOOSTER SEATS (CATEGORY 3)**

The Vendor {Contractor} shall ensure that Booster Seats adhere to, at a minimum, the following requirements:

#### **3.5.3.1 BACKLESS BOOSTER**

- 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).

Additionally, the Vendor {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).

### **3.5.3.2 HIGH-BACK BOOSTER**

- 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.

Additionally, the Vendor {Contractor} should ensure, at a minimum, that the seat supports the back & head of the child up to at least 57 inches in height.

### **3.5.3.3 HIGH-BACK BOOSTER SEAT WITH REMOVABLE BACK**

- 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

Additionally, the Vendor {Contractor} should ensure, at a minimum, that the seat:

- G. Supports the back & head of the child up to at least 57 inches in height; and
- H. Includes a padded arm rest (padding can be cloth or other material).

### **3.5.4 SPECIAL NEEDS - (CATEGORY 4)**

#### **3.5.4.1 CATEGORY 4 - GENERAL REQUIREMENTS**

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

- A. 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;
- B. Include a registration card with each item as specified in FMVSS-213.8.1 (a)-(d);
- C. Demonstrate labeling as specified in FMVSS-213 S5.5, S5.5.1 and S5.5.2 (a)-(m);
- D. Each item must include written instructions in English and Spanish;
- E. Must not be on any current recall list;
- F. 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-213 including side impact testing; and

- G. Must comply with any and all new regulations that may be implemented by NHSTA during the course of the Blanket P.O. {Contract} term.

Additionally, the Vendor {Contractor} should ensure that each item offers replacement parts.

#### **3.5.4.2 SPECIAL NEEDS SAFETY SEAT 22LBS-100LBS**

The Vendor {Contractor} shall ensure that Special Needs Safety Seats/Items adhere to, at a minimum, the following requirements:

##### **3.5.4.2.1 INFANT CAR/VEHICLE BED**

Infant Car/vehicle Beds are utilized for infants who must remain fully reclined while transported in a vehicle. The Vendor {Contractor} shall ensure that Infant Car/Vehicle Beds adhere to, at a minimum, the following requirements:

- A. Car/vehicle Bed must provide for supine or prone positioning for special needs infants weighing less than 9 pounds and measuring less than 20 inches;
- B. Car/vehicle Bed 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.

##### **3.5.4.2.2 SAFETY VESTS – FOR USE ON SCHOOL BUSES**

The Vendor {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 213.

##### **3.5.4.2.2.1 ADJUSTABLE VEST**

The Vendor {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.

#### **3.5.4.2.2 PUSH BUTTON VEST**

The Vendor {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.

#### **3.6 LOST, DAMAGED, WRONGFUL DELIVERY, AND/OR DEFECTIVE CHILD SAFETY SEATS**

The Vendor {Contractor} shall replace any child Safety Seat that has been lost or damaged while in transit at no additional cost to the Using Agency. **Note: The Using Agency 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 Vendor's {Contractor's} expense. The Using Agency will have 60 days to report any concealed damage. Upon receiving notification of damage by the Using Agency, the Vendor {Contractor} shall replace the damaged seat at no additional cost within ten (10) business days of notification.

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

#### **3.7 SUBSTITUTIONS**

The Vendor {Contractor} shall adhere to, at a minimum, the following substitution criteria:

- A. Ensure delivery of the items ordered and shall not substitute any item without prior written approval by the Using Agency. Alternate items delivered without prior written approval will be rejected and returned to the Vendor {Contractor} at its expense; and
- B. In the event that the product ordered is no longer manufactured for reasons beyond the Vendor's {Contractor's} control (e.g. product discontinuance, recalls, etc.). The Vendor {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 Vendor {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 Vendor {Contractor} must immediately commence shipping of all the substitute product.

### **3.8 PACKING/SHIPPING/DELIVERY REQUIREMENTS**

#### **3.8.1 PACKAGING REQUIREMENTS**

The Vendor {Contractor} shall adhere to, at a minimum, the following packing requirements:

- A. Ensure items are packaged in such a manner as to ensure delivery in first class condition and properly marked for identification;
- B. Labeled to indicate the Manufacturer's name, purchase order number, and the following Using Agency - Specific information:
  - 1. Using Agency Name;
  - 2. Contact/Recipient Name; and
  - 3. Address.
- C. Ensure that all products are delivered in new packaging.

#### **3.8.2 DELIVERY METHODS/REQUIREMENTS**

##### **3.8.2.1 METHODS OF DELIVERY OPTIONS**

The Vendor {Contractor} shall provide, at a minimum, the following methods of delivery options to all Using Agencies. The Using Agency shall be permitted to select the most cost effective delivery option best meeting its needs. Each Using Agency will pay freight; however, the Vendor {Contractor} shall not charge any additional fees (including handling) or require a minimum order:

- A. **Freight Pre-Paid - Using Agency's Scheduled Shipping:** Upon placing an order, and at the Using Agency's request, it will provide the Vendor {Contractor} with one (1) of the following account numbers to bill for shipment:
  - 1. United Parcel Services (UPS);
  - 2. Federal Express (FedEx); or
  - 3. Truck Delivery - Upon placing an order the Using Agency will inform the Vendor {Contractor} that it will arrange for a carrier to pick-up the item for delivery to a specific location.
- B. **Vendor {Contractor} Scheduled Shipping:**
  - 1. **Free on Board (FOB) Destination, Freight added to the Invoice** – The Vendor {Contractor} shall ship FOB Destination and may add only the freight charges incurred to the Using Agency's invoice. No handling fees or other charges shall be included in the freight charge. Shipping regions are as follows:
    - a. **Central Region:** North Dakota, South Dakota, Minnesota, Nebraska, Iowa, Wisconsin, Illinois, Missouri, Kansas, Oklahoma, Arkansas, Tennessee, Mississippi, Alabama, Louisiana, Texas, Western Kentucky, and Western Indiana;
    - b. **Eastern Region:** Michigan, Eastern Indiana, Ohio, Eastern Kentucky, New York, Pennsylvania, New Jersey, New Hampshire, Maine, Rhode Island, Connecticut, Delaware, Maryland, District of Columbia (DC), North Carolina, South Carolina, Georgia, and Florida;
    - c. **Mountain Region:** Montana, Idaho, Wyoming, Utah, Colorado, Arizona, and New Mexico; and
    - d. **Pacific Region(s) :** Washington, Oregon, Nevada, Alaska, Hawaii, and California;

### **3.8.2.2 DELIVERY REQUIREMENTS**

As part of each Using Agencies Participating Addendum, the Vendor {Contractor} shall establish in conjunction with the Using Agency standard working hours for each Using Agency.

The Vendor {Contractor} shall adhere to, at a minimum, the following delivery criteria:

- A. Ensure that all deliveries are made during the standard working hours established for each Using Agency;
- B. Provide Inside Delivery as directed by the Using Agency. 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 Vendor's {Contractor's} awarded shipping price shall be all-inclusive of any Inside Delivery charge; and
- C. The Vendor {Contractor} shall be responsible for any additional charges should the Vendor {Contractor} fail to observe specific delivery days and receiving hours.

### **3.9 REPORTING REQUIREMENTS**

#### **3.9.1 SALES REPORT**

The Vendor {Contractor} must provide, as required by each Using Agency an electronic sales report (in excel format) that includes, at a minimum, the following for each item purchased:

- A. Brand;
- B. Model name;
- C. Model number;
- D. Manufacturer date
- E. Warranty expiration date;
- F. Purchase order number;
- G. Delivery location;
- H. Date of shipment; and
- I. Any additional reporting requirements deemed necessary by each Using Agency's Participating Addendum.

#### **3.9.2 NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS**

The Vendor {Contractor} must provide NASPO ValuePoint Summary and Detailed Usage Reports in accordance with Section 7 of the NASPO ValuePoint Master Agreement Terms and Conditions (Reference Attachment #1).

#### **3.9.3 FINAL USAGE FEE AND REPORTING PLAN**

Upon award, the Vendor {Contractor} shall finalize its Preliminary Usage Fee and Reporting Plan submitted with its original Quote (Reference Bid Solicitation Section 4.4.3(C) Submittals. The Final Usage Fee and Reporting Plan shall demonstrate how the Vendor {Contractor} will meet the usage fee and reporting requirements of the NASPO ValuePoint and Participating States and must include, at a minimum:

- A. The direct Vendor {Contractor} contact for usage reports;

- B. The method and frequency in which usage data will be collected from authorized distributors;
- C. The method in which usage fees will be distributed to NASPO ValuePoint and applicable Participating States; and
- D. The method in which up to date information will be provided to NASPO ValuePoint and the Lead State Contract Administrator.

The Vendor {Contractor} shall ensure that all information within the plan is kept current, with NASPO ValuePoint and the Lead State Contract Administrator being notified of any suggested changes to the usage fee and reporting plan immediately. The Vendor {Contractor} shall not finalize any changes until it has received approval from both NASPO ValuePoint and the Lead State Contract Administrator.

### **3.10 OPTIONAL OFFERINGS**

The Vendor {Contractor} should offer additional child transport options including, but not limited to:

#### **3.10.1 SAFETY TECHNOLOGY**

The Vendor {Contractor} should offer safety technology that alerts the driver if and when a Safety Seat is in use.

#### **3.10.2 AIR TRAVEL SAFETY SEATS**

The Vendor {Contractor} should offer Child Safety Seats approved for air travel in compliance with the FMVSS-213. In the event that the Vendor {Contractor} offers child Safety Seats approved for air travel, it must bear the label "Certified for use in motor vehicles and aircraft".

#### **3.10.3 OPTIONAL SUPPORT SERVICES**

The Vendor {Contractor} should offer the following support services at no additional cost to the Using Agency:

- A. Current web-based training videos and/or any other type of training available for the proper installation of child Safety Seats (i.e. Customer Support Technician, on-line training, etc.); and
- B. 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 Vendor {Contractor} offers a Take-Back/Recycling Programs, it should also offer a rebate percentage back to the Using Agency 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 Using Agencies Participating Addendum.



## **4.0 QUOTE PREPARATION AND SUBMISSION**

Failure to submit information as indicated below may result in your Quote being deemed non-responsive.

### **4.1 GENERAL**

A Vendor {Bidder} may submit additional terms as part of its Quote and Quotes including Vendor {Bidder} proposed terms and conditions may be accepted, but Vendor {Bidder} proposed terms or conditions that conflict with those contained in the Bid Solicitation, as defined in Section 2.0 of this Bid Solicitation, or that diminish the State's rights under any Blanket P.O. resulting from the Bid Solicitation, may render a Quote non-responsive. It is incumbent upon the Vendor {Bidder} to identify and remove its conflicting proposed terms and conditions prior to Quote submission. Where additional terms are submitted they may be accepted, rejected, or negotiated, in whole or in part, at the State's sole discretion where the terms do not conflict with material terms of the Bid Solicitation or do not diminish the State's rights under the Blanket P.O. resulting from the Bid Solicitation.

In the event that a Vendor {Bidder} intends to propose terms and conditions that conflict with the Bid Solicitation, those Vendor {Bidder} proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure set forth in Section 1.3.1 of this Bid Solicitation. Vendors {Bidders} shall not submit exceptions in the Quote or on the "Terms and Conditions" Tab through **NJSTART**.

After award of the Blanket P.O., if a conflict arises between a Vendor's {Bidder's} additional terms included in the Quote and a term or condition of the Bid Solicitation, the term or condition of the Bid Solicitation will prevail.

Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a Bid Solicitation. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the URL page shall be provided and will be considered as part of the Quote.

<p><b>The forms discussed herein and required for submission of a Quote in response to this Bid Solicitation are available on the <a href="http://www.state.nj.us/treasury/purchase/forms.shtml">Division's website (http://www.state.nj.us/treasury/purchase/forms.shtml)</a> unless noted otherwise.</b></p>
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### **4.2 QUOTE DELIVERY AND IDENTIFICATION**

A Quote must arrive at the Division in accordance with this Bid Solicitation's {RFP's} instructions within the time frames noted on the Bid Solicitation cover sheet and on the "Summary" page of the Bid Solicitation in **NJSTART**, or as indicated on the posted Bid Amendment if the Quote Opening Date has been changed. Vendors {Bidders} submitting electronic Quotes {Proposals} via **NJSTART** are cautioned to allow adequate time to ensure timely uploads of all Quote documents to mitigate unforeseen delays or issues. Vendors {Bidders} submitting hard copy Quotes {Proposals} are cautioned to allow adequate delivery time to ensure timely delivery of Quotes {Proposals}. **State regulation mandates that late Quotes {Proposals}, regardless of submission method, are ineligible for consideration.**

### **4.3 **NJSTART** ELECTRONIC SUBMISSION VS. HARD COPY SUBMISSION INSTRUCTION**

#### **4.3.1 **NJSTART** SUBMISSION OF QUOTE**

Vendors {Bidders} may refer to the QRGs "Vendor Registration" and "Submit a Quote" for additional instructions detailing how to enroll in **NJSTART** and submit a **NJSTART** electronic Quote. QRGs

are located on the [NJSTART Vendor Support Page](#). If the Vendor {Bidder} submits both a **NJSTART** and a hard copy of the Vendor's {Bidder's} Quote, the **NJSTART** Quote will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting a **NJSTART** Quote, do not use any symbols (i.e., #, @, \$, &, \*) in the filename. In addition, the Vendor {Bidder} should name each uploaded electronic file and folder as follows with the information in the brackets [] below as follows:

[Vendor {Bidder} name][Volume #][Bid Solicitation number]. Example: vendornameXXDPPXXXXX.  
**DO NOT UPLOAD .ZIP FILES.**

If the Vendor {Bidder} submits a Quote electronically through **NJSTART**, the Vendor {Bidder} should select the "Confidential" option in **NJSTART** for attachments on the "Attachments" Tab to request that the documents not be displayed publicly through **NJSTART**.

**Note:** Marking an attachment as "Confidential" in **NJSTART** shall not constitute the Vendor's {Bidder's} designation of the attachment as exempt from public disclosure under OPRA and/or the common law as outlined in Section 1.4.4.

#### **4.3.2 HARD COPY SUBMISSION**

If the Vendor {Bidder} is submitting a hard copy Quote, the Vendor {Bidder} must submit the following:

- A. **One (1) complete Quote, comprising all volumes and including original, physical signature**, clearly marked as the "ORIGINAL" Quote;
- B. **Three (3) complete and exact ELECTRONIC copies** of the original Quote in PDF file format on CD, DVD, or USB Drive. These should be cover to cover copies, and should not be password protected. **THE PRICE SCHEDULE (VOLUME 3) SHALL NOT BE INCLUDED ON THIS ELECTRONIC COPY; and**
- C. **One (1) complete and exact ELECTRONIC copy** of the original price schedule (Volume 3) in Microsoft Excel file format on CD, DVD, or USB Drive . This should be a cover to cover copy, and should not be password protected.

**THE EXTERIOR OF ALL QUOTE PACKAGES SHALL BE LABELED WITH THE BID SOLICITATION IDENTIFICATION NUMBER AND THE FINAL QUOTE SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

Copies are necessary in the evaluation of the Quote and for record retention purposes. A Vendor {Bidder} failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. The Vendor {Bidder} should make and retain a copy of its Quote.

Hard copy Quote must be submitted to the physical location noted below:

PROPOSAL RECEIVING ROOM – 9TH FLOOR  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230

Directions to the Division are available on the web at <http://www.state.nj.us/treasury/purchase/directions.shtml>.

**QUOTES {PROPOSALS} NOT RECEIVED PRIOR TO THE QUOTE OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE OPENING IS INDICATED ON THE BID SOLICITATION COVER SHEET AND ON THE “SUMMARY” TAB OF THE BID SOLICITATION WEBPAGE WITHIN NJSTART.**

**IF THE QUOTE OPENING DEADLINE HAS BEEN REVISED, THE NEW QUOTE OPENING DEADLINE SHALL BE SHOWN ON THE POSTED BID AMENDMENT AND ON THE “SUMMARY” TAB OF THE BID SOLICITATION WEBPAGE WITHIN NJSTART.**

**Note:** A Vendor {Bidder} using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Proposal Receiving Room. A Vendor {Bidder} should make every effort to submit its Quote well ahead of the Quote submission deadline to mitigate unforeseen delays or issues. The Vendor {Bidder} is solely responsible for the timely submission of its Quote in response to this Bid Solicitation.

#### **4.4 QUOTE CONTENT**

The Quote should be submitted in three (3) volumes with the content of each volume as indicated below.

- A. Volume 1  
Section 1 - Forms (Sections 4.4.1 and 4.4.2).

**Note:** In general, Volume 1 applies to hard copy submissions; however, there may be instances where Bid Solicitation specific forms are required through **NJSTART** electronic submission as well.

- B. Volume 2  
Section 2 - Technical Quote (Section 4.4.3);  
Section 3 - Organizational Support and Experience (Section 4.4.4); and  
Section 3A - Any other miscellaneous documents to be included by the Vendor {Bidder}.

- C. Volume 3  
Section 4 – Price Schedule (Section 4.4.5).

**Note:** Vendors {Bidders} submitting Quotes {Proposals} through **NJSTART** must complete the State-supplied price sheet/schedule(s) (Volume 3) accompanying this Bid Solicitation and upload it as an attachment on the “Attachments” Tab (See Section 4.4.5 of this Bid Solicitation).

The Vendor {Bidder} must enter a Unit Cost of \$1.00 for each price line item on the “Items” Tab in **NJSTART**. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation Section 6.8 and prevent all pricing from being publicly displayed in **NJSTART**.

In the event that a Vendor {Bidder} uploads a price sheet/schedule attachment and completes the Items Tab in **NJSTART** (instead of entering a Unit Cost of \$1.00 as instructed), the price sheet/schedule attachment will govern.

##### **4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE**

Vendors {Bidders} should refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation through **NJSTART**. Vendors {Bidders} may also refer to the QRG “Vendor Categories and Certifications” for additional instructions on completing shortened versions of required forms by completing certifications on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

In the event that a Vendor {Bidder} fails to attach a required form, or the attached form is deemed deficient, the Division may access the Primary Form to be considered as part of the Quote.

Vendors {Bidders} submitting forms through hard copy must complete the full version of the form and may refer to instructions included within the forms on the [Division's website](#).

Vendors {Bidders} are under a continuing obligation to report updates to the information contained in its required forms whether submitting through **NJSTART** or as a hard copy.

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.4 of this Bid Solicitation.

#### **4.4.1.1 OFFER AND ACCEPTANCE PAGE {SIGNATORY PAGE}**

The Vendor {Bidder} shall complete and submit the Offer and Acceptance Page {Signatory Page} accompanying this Bid Solicitation prior to the initiation of negotiation. The Vendor {Bidder} should submit the Offer and Acceptance Page {Signatory Page} with the Quote. All information requested on the Offer and Acceptance Page {Signatory Page} must be submitted.

If the Offer and Acceptance Page {Signatory Page} is not submitted with the Quote or is incomplete, the State will require the Vendor {Bidder} to submit the Offer and Acceptance Page {Signatory Page}. If the Vendor {Bidder} fails to comply with the requirement within seven (7) business days of the demand, the State may deem the Quote non-responsive.

The Offer and Acceptance Page {Signatory Page} must be signed by an authorized representative of the Vendor {Bidder}. If the Vendor {Bidder} is a limited partnership, the Offer and Acceptance Page {Signatory Page} must be signed by a general partner. If the Vendor {Bidder} is a joint venture, the Offer and Acceptance Page {Signatory Page} must be signed by a principal of each party to the joint venture.

#### **4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION**

The Vendor {Bidder} must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the Bid Solicitation Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is automatically certifying that either:

- A. The Vendor {Bidder} has no operations in Northern Ireland; or
- B. The Vendor {Bidder} has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Vendor {Bidder} electing not to certify to the MacBride Principles must nonetheless sign the Bid Solicitation Offer and Acceptance Page {Signatory Page} AND must include, as part of its Quote, a statement indicating its refusal to comply with the provisions of this Act.

#### **4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION**

For a Quote that does NOT include the use of any Subcontractors, by signing the Bid Solicitation Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is *automatically* certifying that:

- A. In the event the award is granted to the Vendor's {Bidder's} firm and the Vendor {Bidder} later determines at any time during the term of the Blanket P.O. {Contract} to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the Vendor {Bidder} shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of Subcontractors; and
- B. If the Blanket P.O. {Contract} is a small business subcontracting set-aside, the Vendor {Bidder} certifies that in engaging Subcontractors, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

#### **4.4.1.1.3 NON-COLLUSION**

By submitting a Quote and signing the Bid Solicitation Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} certifies as follows:

- A. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Vendor {Contractor, Bidder} or any other party;
- B. Neither the price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Vendor {Bidder} or potential Vendor {Bidder}, and they will not be disclosed before the Quote submission;
- C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Blanket P.O. {Contract}, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;
- D. The Quote of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote; and
- E. The Vendor {Bidder}, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public Blanket P.O. {Contract}.

#### **4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by Vendors {Bidders/Contractors} in its dealings with the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at:

[http://www.state.nj.us/treasury/purchase/ethics\\_guide.shtml](http://www.state.nj.us/treasury/purchase/ethics_guide.shtml)

By signing the Bid Solicitation Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28.



#### **4.4.1.2 NJ STANDARD BID SOLICITATION FORMS REQUIRED WITH THE QUOTE**

Vendor's {Bidder's} failure to complete, sign, and submit the forms in Section 4.4.1.2 shall be cause to reject its Quote as non-responsive.

##### **4.4.1.2.1 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Vendor {Bidder} is a corporation, partnership or limited liability company, the Vendor {Bidder} must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Blanket P.O. {Contract} to said Vendor {Bidder} unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, to comply with this section, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

Vendors {Bidders} using **NJSTART** to submit a Quote shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Ownership Disclosure Form. Vendors {Bidders} not using **NJSTART** to submit a Quote must complete the full Ownership Disclosure Form located on the [Division's website](#). This form is also available in **NJSTART** ([www.njstart.gov](http://www.njstart.gov)).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through **NJSTART**. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} utilizing **NJSTART** should designate one (1) version of the Ownership Disclosure Form as the Primary Form. In the event that a Vendor {Bidder} fails to attach an Ownership Disclosure Form, or the attached Ownership Disclosure Form is deemed deficient, the Division may access the Primary Form and consider it as part of the Quote. **Note:** The Primary Form must have a Date Created within six (6) months of the Quote submission deadline to be considered valid.

##### **4.4.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

Pursuant to N.J.S.A. 52:32-58, the Vendor {Bidder} must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Vendor {Bidder} is unable

to so certify, the Vendor {Bidder} shall provide a detailed and precise description of such activities as directed on the form. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Blanket P.O. {Contract} to said Vendor {Bidder}.

Vendors {Bidders} using **NJSTART** to submit a Quote shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Disclosure of Investment Activities in Iran form. Vendors {Bidders} not using **NJSTART** to submit a Quote must complete the full Disclosure of Investment Activities in Iran form located on the [Division's website](#). The full version of the form is also available in **NJSTART** ([www.njstart.gov](http://www.njstart.gov)).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through **NJSTART**. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} utilizing **NJSTART** should designate the most current version of the Disclosure of Investment Activities in Iran form as the Primary Form. In the event that a Vendor {Bidder} fails to attach a Disclosure of Investment Activities in Iran form, or the attached Disclosure of Investment Activities in Iran form is deemed deficient, the Division may access the Primary Form, as designed in the Vendor {Bidder} profile, to be considered as part of the Quote.

#### **4.4.1.3 SUBCONTRACTOR UTILIZATION PLAN**

Please note that the State of New Jersey will not be utilizing the "Subcontractor" Tab in **NJSTART**. Vendors {Bidders} intending to use a Subcontractor shall submit a Subcontractor Utilization Plan form.

The Subcontractor Utilization Plan form is located on the [Division's website](#). The form is also available in **NJSTART**. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

#### **4.4.1.4 SMALL BUSINESS REGISTRATION FOR SET-ASIDE BLANKET P.O. {CONTRACTS}**

As defined at [N.J.A.C. 17:13-1.2](#), "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories:

For good and services - (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5 million; and (iii) those with gross revenues that do not exceed \$12 million or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any Blanket P.O. {Contract}, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on Blanket P.O.s {Contracts} designated for revenue classifications below its respective levels.

For construction services: (iv) those with gross revenues not exceeding \$3,000,000; (v) those with gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201; and (vi) those with gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201. While companies registered as having revenues below \$3,000,000 can bid on any Blanket P.O. {Contract}, those earning more

than the revenue standards established at CFR 121.201 will not be permitted to bid on Blanket P.O.s {Contracts} designated for revenue classifications below their respective levels.

Vendors {Bidders} should verify its Small, Minority, Veteran, and Women Owned Business Certification status on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor’s {Bidder’s} Small, Minority, Veteran, and Women Owned Business Certification status, [NJSTART](#) provides a link to take corrective action.

**4.4.1.4.1 SMALL BUSINESS SET-ASIDE BLANKET P.O. {CONTRACTS}**

Not applicable to this procurement.

**4.4.1.5 SMALL BUSINESS SUBCONTRACTING SET-ASIDE BLANKET P.O. {CONTRACTS}**

**NOTE: THE VENDOR {BIDDER} SHALL NOT USE THE “SUBCONTRACTOR” TAB IN [NJSTART](#).**

This is a Blanket P.O. {Contract} with set-aside subcontracting goals for New Jersey Small Business Enterprises. As defined at [N.J.A.C. 17:13-1.2](#), "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories:

For good and services - (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5 million; and (iii) those with gross revenues that do not exceed \$12 million or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any Blanket P.O. {Contract}, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on Blanket P.O.s {Contracts} designated for revenue classifications below its respective levels.

For construction services: (iv) those with gross revenues not exceeding \$3,000,000; (v) those with gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201; and (vi) those with gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201. While companies registered as having revenues below \$3,000,000 can bid on any Blanket P.O. {Contract}, those earning more than the revenue standards established at CFR 121.201 will not be permitted to bid on Blanket P.O.s {Contracts} designated for revenue classifications below their respective levels.

If the Vendor {Bidder} intends to subcontract, it must submit a Subcontractor Utilization Plan and should take the following actions to achieve the set-aside subcontracting goal requirements:

- A. Attempt to locate eligible small businesses in Categories I, II, III, IV, V, and/or VI as appropriate to the Bid Solicitation;
- B. Request a listing of small businesses by Category from the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit;
- C. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
- D. Provide all potential Subcontractors with detailed information regarding the specifications;
- E. Attempt, whenever possible, to negotiate prices with potential Subcontractors submitting higher than acceptable price Quotes;



- F. Obtain, in writing, the consent of any proposed Subcontractor to use its name in response to the Bid Solicitation; and
- G. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Quotes {Proposals} should also contain a copy of the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit's proof of registration as a small business for any business proposed as a Subcontractor; and documentation of the Vendor's {Bidder's} good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Proposal Review Unit of the Division to effectively assess the Vendor's {Bidder's} efforts to comply if the Vendor {Bidder} has failed to attain the statutory goals.

If the Vendor {Bidder} chooses to use Subcontractors and fails to meet the small business subcontracting targets set forth above, the Vendor {Bidder} must submit documentation demonstrating its good faith effort to meet the targets with its Quote or within seven (7) business days upon request.

**NOTE: A VENDOR'S {BIDDER'S} FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR TO PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE QUOTE OR WITHIN SEVEN (7) BUSINESS DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A BLANKET P.O. {CONTRACT} TO THE VENDOR {BIDDER}.**

If awarded the Blanket P.O. {Contract}, the Vendor {Bidder} shall notify each Subcontractor listed in the Plan, in writing.

Each Vendor {Bidder} awarded a Blanket P.O. {Contract} for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the Vendor's {Bidder's} compliance with N.J.A.C. 17:13-1.1 et seq., and this Bid Solicitation.

#### **4.4.1.6 BID SECURITY**

Not applicable to this procurement.

#### **4.4.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE BLANKET P.O. {CONTRACT} AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE**

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.4.11 of this Bid Solicitation.

##### **4.4.2.1 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. {Contract}. To facilitate the Quote evaluation and Blanket P.O. {Contract} award process, the Vendor {Bidder} should submit a copy of its valid BRC and those of any named Subcontractors with its Quote. See Section 2.1 of the SSTC.

Any Vendor {Bidder}, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote opening, or whose BRC was revoked prior to the submission of the Quote, should proceed immediately to register its business or seek reinstatement of a revoked BRC. Vendors {Bidders} should verify its BRC status on the "Maintain Terms and

Categories” Tab within its profile in **NJSTART**. In the event of an issue with a Vendor’s {Bidder’s} BRC, **NJSTART** provides a link to take corrective action.

The Vendor {Bidder} is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Vendor’s {Bidder’s} early attention to this requirement is highly recommended. The Vendor {Bidder} and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busreqcert.shtml>.

A Vendor {Bidder} otherwise identified by the Division as a responsive and responsible Vendor {Bidder}, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Quote must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Vendor {Bidder} failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for Blanket P.O. {Contract} award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Vendor {Bidder} receiving a Blanket P.O. {Contract} award as a result of this procurement and any Subcontractors named by that Vendor {Bidder} will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed Blanket P.O. {Contract}, inclusive of any Blanket P.O. {Contract} extensions.

#### **4.4.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

The Vendor {Bidder} should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Vendor {Bidder} does not submit the form with the Quote, the Vendor {Bidder} must comply within seven (7) business days of the State’s request or the State may deem the Quote non-responsive.

Vendors {Bidders} using **NJSTART** to submit a Quote shall make the appropriate certification on the “Maintain Terms and Categories” Tab within its profile by checking the applicable box and, if required, complete and attach the shortened **NJSTART** form. Vendors {Bidders} not using **NJSTART** to submit a Quote must complete the full version of the form located on the [Division’s website](#). This form is also available in [NJSTART](#).

Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation through **NJSTART**. Vendors {Bidders} may also refer to the QRG “Vendor Categories and Certifications” for additional instructions on completing shortened versions of required forms by completing certifications on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

#### **4.4.2.3 SOURCE DISCLOSURE**

Not applicable to this procurement.

#### **4.4.3 VENDOR {BIDDER} DEMONSTRATION OF ITS ABILITY TO COMPLETE THE SCOPE OF WORK**

In this section, the Vendor {Bidder} should describe its approach and plans for accomplishing the work outlined in the Scope of Work section (Section 3.0 of the Bid Solicitation). The Vendor {Bidder} should set forth its understanding of the requirements of this Bid Solicitation and its approach to successfully complete the Blanket P.O. The Vendor {Bidder} should demonstrate the level of detail it determines necessary to assist the Division in its evaluation of the Vendor's {Bidder's} Quote.

##### **4.4.3.1 VENDOR {BIDDER} QUOTE OVERVIEW FORM**

The Vendor {Bidder} should submit the Vendor {Bidder} Quote Overview Form with its Quote. The Vendor {Bidder} should complete all of the information requested on the form, so that the State is able to evaluate the Vendor's {Bidder's} ability to complete the Scope of Work.

The Vendor's {Bidder's} responses to the questions on the form should be designed to demonstrate to the State that the Vendor's {Bidder's} plans and approach proposed to complete the Scope of Work are realistic, attainable, appropriate, and that the Vendor's {Bidder's} Quote will lead to the successful completion of the tasks required by this Blanket P.O.

##### **4.4.3.2 VENDOR {BIDDER} DATA SHEET**

The Vendor {Bidder} should submit the Vendor {Bidder} Data Sheet with its Quote. The Vendor {Bidder} Data Sheet will be used to evaluate the Vendor's {Bidder's} ability to complete the Scope of Work.

The Vendor {Bidder} should provide in its response to Part I of the Vendor {Bidder} Data Sheet all relevant information regarding its experience in successfully completing contracts of a similar size and scope to the work required by this Bid Solicitation.

The Vendor {Bidder} must provide in Part II of the Vendor {Bidder} Data Sheet details of any negative actions taken by other contracting entities against it in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Vendor {Bidder} should provide details, including any negative audits, reports, or findings by any governmental agency for which the Vendor {Bidder} is/was the contractor on any contracts of similar scope. In the event a Vendor {Bidder} neglects to include this information in its Quote, the Vendor's {Bidder's} omission of necessary disclosure information may be cause for rejection of the Vendor's {Bidder's} Quote by the State.

If proposing to use a Subcontractor, the Vendor {Bidder} should provide as an attachment to the Vendor {Bidder} Data Sheet documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Vendor's {Bidder's} Quote. The Vendor {Bidder} must provide a detailed description of services to be provided by each Subcontractor.

##### **4.4.3.3 ADDITIONAL SUBMISSIONS**

###### **4.4.3.3.1 SAMPLE DEMONSTRATION**

Upon request and in accordance with Bid Solicitation Sections 4.4.7 and 6.6, the Vendor {Bidder} must provide a sample of each seat/item offered in its submitted Quote (Please reference each section for additional information). The samples presented/demonstrated for evaluation must meet the specification requirements set forth in Section 3.0 of this Bid Solicitation and must be representative of the product proposed. Requested Quote samples for evaluation are to be made available on the date demonstrated on the cover of the Bid Solicitation and at the Vendor's Bidder's

expense. The Sample Presentation will be held in Trenton, NJ. Vendors {Bidders} will be provided additional information in accordance with Section 6.6, *Oral Presentation*.

#### **4.4.3.3.2 SEAT/ITEM DOCUMENTATION**

The Vendor {Bidder} shall provide, at a minimum:

- A. In Accordance with Categories 1-4, a list of all proposed seats/items to be offered under the Master Agreement; and
- B. A completed/signed NASPO ValuePoint Master Agreement Quote Overview Form, Statement of Compliance (Part A).

The Vendor {Bidder} should provide, at a minimum:

- C. A specification sheet for each proposed seat/item to be offered under the Master Agreement. The specification sheet should provide a summary of seat/item features. The specification sheet should identify the seat/item's model/serial number for an accurate comparison to the provided list (Reference Subsection (A) of this section) and the model numbers listed on the provided price sheet (Reference Bid Solicitation Section 4.4.5.2, *State-Supplied Price Sheet Instructions* and the accompanying Price Sheet Attachment).

If the information is not supplied with the Quote, the State may still require the Vendor {Bidder} to submit it within three (3) business days of the request;

- D. A list of replacement parts (including the list price and applicable discount), for each proposed seat/item, if applicable;
- E. A completed NASPO ValuePoint Master Agreement Quote Overview Form, NASPO ValuePoint Cooperative Procurement Program Support Summary (Part B). The State reserves the right to request clarification regarding a Vendor's {Bidder's} NASPO ValuePoint Master Agreement Quote Overview Form; and
- F. The address of the Vendor's {Bidder's} office where responsibility for managing the Blanket P.O. {Contract} will take place. The Vendor {Bidder} should include the telephone number and name of the individual to contact.

#### **4.4.4 FINANCIAL CAPABILITY OF THE VENDOR {BIDDER}**

The Vendor {Bidder} should provide sufficient financial information to enable to State to assess the financial strength and creditworthiness of the Vendor {Bidder} and its ability to undertake and successfully complete the Blanket P.O. {Contract}. In order to provide the State with the ability to evaluate the Vendor's {Bidder's} financial capacity and capability to undertake and successfully complete the Blanket P.O. {Contract}, the Vendor {Bidder} should submit the following:

- A. For publically traded companies the Vendor {Bidder} should provide copies or the electronic location of the annual reports filed for the two most recent years; or
- B. For privately held companies the Vendor {Bidder} should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Vendor's {Bidder's} most recent fiscal year.

If the information is not supplied with the Quote, the State may still require the Vendor {Bidder} to submit it. If the Vendor {Bidder} fails to comply with the request within seven (7) business days, the State may deem the Quote non-responsive.

A Vendor {Bidder} may designate specific financial information as not subject to disclosure when the Vendor {Bidder} has a good faith legal/factual basis for such assertion. A Vendor {Bidder} may submit specific financial documents in a separate, sealed package clearly marked “Confidential-Financial Information” along with the Quote.

The State reserves the right to make the determination to accept the assertion and shall so advise the Vendor {Bidder}.

#### **4.4.5 PRICE SCHEDULE/SHEET**

The Vendor {Bidder} must submit its pricing using the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation and located on the “Attachments” Tab.

Vendors {Bidders} may refer to the QRG “Submit a Quote” for instructions detailing how to submit a [NJSTART](#) electronic Quote. QRGs are located on the [NJSTART Vendor Support Page](#).

##### **4.4.5.1 NJSTART PRICING SUBMISSION INSTRUCTIONS**

If the Vendor {Bidder} is submitting a [NJSTART](#) Quote, the Vendor {Bidder} must enter a Unit Cost of \$1.00 for each price line item on the “Items” Tab in [NJSTART](#). The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation Section 6.8 and prevent all pricing from being publicly displayed in [NJSTART](#).

##### **4.4.5.2 PRICE SHEET/SCHEDULE ATTACHMENT INSTRUCTIONS**

The Vendor {Bidder} shall provide, at a minimum:

- A. The brand/model (A) and model number (B) for each proposed seat/item in Categories 1-4;
- B. The current List Price (C) for all proposed items included in Categories 1-4;
- C. A percentage discount (D) off of the List Price for each of the Vendor’s {Bidder’s} proposed items in Categories 1-4;
- D. A percentage discount (E) for all proposed replacement parts offered on the Vendor’s Bidder’s submitted Replacement Part Price list for each of its proposed items in Categories 1-4;
- E. If the Vendor {Bidder} is proposing to provide any of the optional offerings (Reference Bid Solicitation Section 3.10), it must provide pricing for each (F);
- F. If the Vendor {Bidder} is proposing to provide an optional Take-Back/Recycling program rebate, it must provide the percentage rebate (Reference Bid Solicitation Section 3.10.3(B). In the event that the Vendor {Bidder} does not wish to offer a rebate, it should enter a “0” (G);
- G. The Vendor {Bidder} shall provide its FOB Destination cost by Region (H). In accordance with Bid Solicitation Section 3.8.2.2, Delivery Requirements, the Vendor {Bidder} shall ensure that all Inside Delivery charges are included in its FOB Destination Charge. **Note: The Vendor {Bidder} should not include its shipping cost with the item cost demonstrated for each Category (See Subsection A instructions. The Vendor should provide its shipping as a separate cost in Section H, *Destination by Region*, of the price schedule;** and
- H. **OPTIONAL Volume/Spend Discounts (I):** The Vendor {Bidder} may provide an additional discount based on a multi-tiered dollar spend by each Using Agency, as demonstrated below. If the Vendor {Bidder} proposes to provide a volume/spend discount it must provide

percentage discount for each tier. In the event that the Vendor {Bidder} does not wish to offer a rebate, it should enter a "0".

Tier 1	\$0.00 to \$249.00	Tier 6	\$1,250.00 to \$1,499.00
Tier 2	\$250.00 to \$499.00	Tier 7	\$1,500.00 to \$1,749.00
Tier 3	\$500.00 to \$749.00	Tier 8	\$1,750.00 to \$1,999.00
Tier 4	\$750.00 to \$999.00	Tier 9	\$2,000.00 & up
Tier 5	\$1,000.00 to \$1,249.00		

Where the Price Sheet/Schedule includes an estimate quantity column, Vendors {Bidders} are advised that estimated quantities may vary throughout the Blanket P.O. {Contract} term resulting from this Bid Solicitation. There is no guaranteed minimum or maximum volume for these price lines.

In the event that a Vendor {Bidder} using **NJSTART** to submit a Quote uploads a price sheet/schedule attachment and completes the "Items" Tab in **NJSTART** (instead of entering a Unit Cost of \$1.00 as instructed), the price sheet/schedule attachment will govern.

#### **4.4.5.3 USE OF "NO BID" VERSUS "NO CHARGE" ON THE PRICE SHEET/SCHEDULE**

If the Vendor {Bidder} is not submitting a price for an item on a price line, the Vendor {Bidder} must indicate "No Bid" on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation. If the Vendor {Bidder} will supply an item on a price line free of charge, the Vendor {Bidder} must indicate "No Charge" on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation. The use of any other identifier may result in the Vendor's {Bidder's} Quote being deemed non-responsive. If the Vendor {Bidder} leaves a price line blank, this shall mean that it was the Vendor's {Bidder's} intent to not submit a price for that price line.

#### **4.4.5.4 DELIVERY TIME AND COSTS**

Unless otherwise noted elsewhere in the Bid Solicitation, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in Quotes {Proposals} shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). Quotes {Proposals} submitted other than 30 calendar days ARO/F.O.B. may be deemed non-responsive. The Vendor {Contractor} shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. 30 calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Vendor's {Contractor's} convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

#### **4.4.5.5 COLLECT ON DELIVERY (C.O.D.) TERMS**

C.O.D. terms are not acceptable as part of a Quote and shall be deemed non-responsive.

#### **4.4.5.6 CASH DISCOUNTS**

The Vendor {Bidder} is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes {Proposals}.

Should the Vendor {Bidder} choose to offer cash discounts the following shall apply:

- A. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
- B. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

#### **4.4.6 COOPERATIVE PURCHASING PROGRAM**

The Vendor {Bidder} should complete the Cooperative Purchasing Form indicating willingness or unwillingness to extend State Blanket P.O. {Contract} pricing and terms to Cooperative Purchasing Program participants. The Cooperative Purchasing Form is located on the [Division's website](#).

#### **4.4.7 ORAL PRESENTATIONS**

This Bid Solicitation includes an oral presentation component. The Vendor {Bidder} should include in its Quote the presentation materials it intends to present to the State if selected to make an oral presentation. The presentation materials included in the Quote should include, without limitation, the slide deck, visual presentation, multimedia files, and all other material(s) the Vendor {Bidder} intends to present or distribute during the presentation. Where Vendor {Bidder} has a digital version of its presentation materials, the digital version of the files should be included with the Quote for use during the oral presentation either as an attachment to the Quote submitted through [NJSTART](#) or on CD or DVD. The oral presentation is an opportunity for the Vendor {Bidder} to present a sample of each seat/item it has proposed as part of its Quote Submission.

Vendors {Bidders} invited to give an oral presentation shall provide a presentation of the following each Seat/item and demonstrate its features as they relate to Section 3.0 of the Bid Solicitation (Please reference Bid Solicitation Section 4.4.3.3, *Additional Submissions* .

A Vendor {Bidder} may only present materials and information that were provided in its Quote. No supplemental information outside of the material submitted with the Quote shall be provided during oral presentations. The State will not consider or score any such supplemental information.

Where a Vendor {Bidder} fails to include any presentation materials within the Quote, the State may request the Vendor {Bidder} provide presentation materials within forty-eight (48) hours of the State's request.

A Vendor's {Bidder's} failure to include presentation materials within its Quote or provide them upon the State's request may affect the Vendor's {Bidder's} technical evaluation score.



## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE BLANKET P.O. {CONTRACT}**

### **5.1 NASPO VALUEPOINT MASTER AGREEMENT COMPLIANCE**

NASPO ValuePoint Master Agreement(s) resulting from this Bid Solicitation will constitute the final NASPO ValuePoint Master Agreement (Master Agreement) except for negotiated terms and conditions specific to a Participating State's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions (Reference Attachment #1), the Lead State specific terms and conditions (Reference Section 5.0 and 9.0 of this Bid Solicitation) required to execute a Master Agreement, this Bid Solicitation and its Scope of Work (Reference Section 3.0) and s the Vendor {Contractors} submitted Quote.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Vendors {Contractors} shall be bound to all the terms and conditions when executing a NASPO ValuePoint Master Agreement as shown in Attachment #1 and memorialized by the Vendor's {Contractor's} signature on the Certification of Understanding and Acceptance form (Reference Attachment #3 of this Bid Solicitation).

### **5.2 BLANKET P.O. {CONTRACT} TERM AND EXTENSION OPTION**

The term of this Blanket P.O. {Contract} shall be for a period of **three (3) years**. The anticipated "Blanket P.O. {Contract} Effective Date" is provided on the "Summary" page the Bid Solicitation in **NJSTART**. If delays in the procurement process result in a change to the anticipated Blanket P.O. {Contract} Effective Date, the Vendor {Bidder} agrees to accept a Blanket P.O. {Contract} for the full term of this Blanket P.O. {Contract}.

This Blanket P.O. {Contract} may be extended up to **two (2) years** with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Blanket P.O. {Contract} or rates more favorable to the State.

### **5.3 BLANKET P.O. {CONTRACT} TRANSITION**

In the event that a new Blanket P.O. {Contract} has not been awarded prior to this Blanket P.O. {Contract} expiration date, including any extensions exercised, and the State exercises this Blanket P.O. {Contract} transition, the Vendor {Contractor} shall continue this Blanket P.O. {Contract} under the same terms, conditions, and pricing until a new Blanket P.O. {Contract} can be completely operational. At no time shall this transition period extend more than **180** days beyond the expiration date of this Blanket P.O. {Contract}, including any extensions exercised.



## **6.0 QUOTE EVALUATION**

### **6.1 RIGHT TO WAIVE**

Pursuant to N.J.A.C. 17:12-2.7(d) the Director may waive minor irregularities or omissions in a Quote. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

### **6.2 DIRECTOR'S RIGHT OF FINAL QUOTE ACCEPTANCE**

The Director reserves the right to reject any or all Quotes {Proposals}, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or Blanket P.O.s {Contracts} in accordance with N.J.S.A. 52:34-12. Tie Quotes {Proposals} will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

### **6.3 STATE'S RIGHT TO INSPECT VENDOR (BIDDER) FACILITIES**

The State reserves the right to inspect the Vendor's {Bidder's} establishment before making an award, for the purposes of ascertaining whether the Vendor {Bidder} has the necessary facilities for performing the Blanket P.O. {Contract}.

The State may also consult with clients of the Vendor {Bidder} during the evaluation of Quotes {Proposals}. Such consultation is intended to assist the State in making a Blanket P.O. {Contract} award that is most advantageous to the State.

### **6.4 CLARIFICATION OF QUOTE / STATE'S RIGHT TO REQUEST FURTHER INFORMATION**

After the submission of Quotes, unless requested by the State as noted below, Vendor {Bidder} contact with the State is not permitted.

After the Quotes are reviewed, one (1), some, or all of the Vendors {Bidders} may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities, or clerical errors. Clarifications cannot correct any deficiencies or material omissions, or revise or modify a Quote.

Further, the Director reserves the right to request a Vendor {Bidder} to explain, in detail, how the Quote price was determined.

### **6.5 QUOTE EVALUATION COMMITTEE**

Quotes {Proposals} may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

### **6.6 ORAL PRESENTATION**

After the Quotes are reviewed, one (1), some or all of the Vendors {Bidders} may be asked to give an oral presentation to the State concerning its Quote. The content of the oral presentation shall be limited to the materials presented within the Vendor's {Bidder's} Quote as detailed in Section 4.4.7. Vendors {Bidders} may only present details to clarify information already provided in its

Quote. No supplemental information outside of the material submitted with the Quote shall be provided during oral presentations.

A Vendor {Bidder} may not attend the oral presentations of its competitors.

It is within the State's discretion whether to require the Vendor {Bidder} to give an oral presentation or require the Vendor {Bidder} to submit written responses to questions regarding its Quote. Action by the State in this regard should not be construed to imply acceptance or rejection of a Quote. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

## **6.7 EVALUATION CRITERIA**

Pursuant to N.J.A.C. 17:12-2.7, Quotes {Proposals} will be evaluated either by an Evaluation Committee or by a Division staff member assigned to conduct the procurement. After the evaluation is completed, a recommendation will be made to the Director to award a Blanket P.O. to the responsible Vendor {Bidder} whose Quote, conforming to this Bid Solicitation, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected Vendor(s) {Bidder(s)}.

The Evaluation Committee or assigned Division staff member will evaluate the Vendor's {Bidder's} ability to complete the scope of work as demonstrated by its Quote.

### **6.7.1 VENDOR'S {BIDDER'S} PRICE SCHEDULE**

The Bureau will evaluate the Vendor's {Bidder's} pricing for cost reasonableness.

### **6.7.2 QUOTE (PROPOSAL) DISCREPANCIES**

In evaluating Quotes {Proposals}, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

In the event that a Vendor {Bidder} using **NJSTART** to submit a Quote uploads a price sheet/schedule attachment and completes the "Items" Tab in **NJSTART** (instead of entering a Unit Cost of \$1.00 as instructed), the price sheet/schedule attachment will govern.

## **6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes {Proposals}, the Bureau may establish a competitive range and enter into negotiations with one (1) Vendor {Bidder} or multiple Vendors {Bidders} within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Vendor {Bidder} or multiple Vendors {Bidders}. Negotiations will be structured by the Bureau to safeguard information and ensure that all Vendors {Bidders} are treated fairly.

Similarly, the Bureau may invite one (1) Vendor {Bidder} or multiple Vendors {Bidders} to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the

BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Vendor's {Bidder's} most advantageous previously submitted pricing.

If required, after review of the BAFO(s), clarification may be sought from the Vendor(s) {Bidder(s)}. The Division may conduct more than one (1) round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of Quotes {Proposals} and as applicable, negotiation(s), and/or BAFO(s), the Bureau will recommend, to the Director, the responsible Vendor(s) {Bidder(s)} whose Quote(s) {Proposal(s)}, conforming to the Bid Solicitation, is/are most advantageous to the State, price, and other factors considered. The Director may accept, reject or modify the recommendation of the Bureau. The Director may initiate additional negotiation or BAFO procedures with the selected Vendor(s) {Bidder(s)}.

**Negotiations will be conducted only in those circumstances where it is deemed by the Bureau or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Vendor {Bidder} is advised to submit its best technical and price Quote in response to this Bid Solicitation since the State may, after evaluation, make a Blanket P.O. {Contract} award based on the content of the initial submission, without further negotiation and/or BAFO with any Vendor {Bidder}.**

All contacts, records of initial evaluations, any correspondence with a Vendor {Bidder} related to any request for clarification, negotiation or BAFO, any revised technical and/or price Quotes {Proposals}, and related documents will remain confidential until a Notice of Intent to Award a Blanket P.O. {Contract} is issued.

If the Bureau contemplates negotiation, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Vendor {Bidder} will be publicly announced at the Quote opening.

#### **6.9 "REQUEST FOR REVISION" WITHIN NJSTART**

The State may request a revision of the Vendor's {Bidder's} Quote within **NJSTART**. The Vendor {Bidder} shall respond to the "Request for Revision" (e.g., to reduce pricing if a BAFO is requested) only for the reason(s) identified by the State. Any changes made by a Vendor {Bidder} to the Quote other than as requested by the State shall be considered null and void.

#### **6.10 POOR PERFORMANCE**

A Vendor {Bidder} with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation. The following materials may be reviewed to determine Vendor {Bidder} performance: Blanket P.O. {Contract} cancellations for cause pursuant to Section 5.7(b) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Vendor's {Bidder's} work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Vendors {Bidders} should note that this list is not exhaustive.

## **7.0 BLANKET P.O. {CONTRACT} AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE BLANKET P.O. {CONTRACT} AWARD**

#### **7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 ET SEQ.**

- A. The State shall not enter into a Blanket P.O. {Contract} to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods;
- B. Prior to awarding any Blanket P.O. {Contract} or agreement to any Business Entity, the Business Entity proposed as the intended Vendor {Contractor} of the Blanket P.O. {Contract} shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four (4) years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Vendor {Contractor} for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Blanket P.O. {Contract}, the intended Vendor {Contractor} shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State’s request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the “Signature” block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Blanket P.O. {Contract} under this Bid Solicitation, as well as future Blanket P.O. {Contract} opportunities; and
- C. Further, the Vendor {Contractor} is required, on a continuing basis, to report any contributions it makes during the term of the Blanket P.O. {Contract}, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Vendor {Contractor} with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the [Division’s website](#). The form is also available in [NJSTART](#). Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation through [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} should verify its Chapter 51 Compliance status on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor’s {Bidder’s} Chapter 51 Compliance status, [NJSTART](#) provides a link to take corrective action.

## **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

Not applicable to this procurement.

### **7.1.2.1 BREACH OF BLANKET P.O. {CONTRACT}**

Not applicable to this procurement.

## **7.1.3 AFFIRMATIVE ACTION**

The intended Vendor {Contractor} must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended Vendors {Contractors} not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf).

Vendors {Bidders} should verify its Affirmative Action Compliance status on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. In the event of an issue with a Vendor’s {Bidder’s} Affirmative Action Compliance status, **NJSTART** provides a link to take corrective action.

## **7.1.4 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. {Contract}. See Section 4.4.2.1 of this Bid Solicitation for further information.

Vendors {Bidders} should verify its Business Registration Certification Active status on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. In the event of an issue with a Vendor’s {Bidder’s} Business Registration Certification Active status, **NJSTART** provides a link to take corrective action. Vendors {Bidders} may refer to the QRG “Vendor Categories and Certifications” for instructions on completing certifications on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

## **7.2 FINAL BLANKET P.O. {CONTRACT} AWARD**

Blanket P.O. {Contract} award[s] will be made with reasonable promptness by written notice to that responsible Vendor(s) {Bidder(s)}, whose Quote(s) {Proposal(s)}, conforming to this Bid Solicitation, is(are) most advantageous to the State, price, and other factors considered. Any or all Quotes {Proposals} may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

## **7.3 INSURANCE CERTIFICATES**

The Vendor {Contractor} shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket P.O. {Contract}, naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this Bid Solicitation.

Vendors {Bidders} should verify its Insurance Certification Compliance status on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. In the event of an issue with a Vendor’s {Bidder’s} Insurance Certification Compliance status, contact the Division Procurement Specialist.

#### 7.4 PERFORMANCE SECURITY

Not applicable to this procurement.

## **8.0 BLANKET P.O. {CONTRACT} ADMINISTRATION**

### **8.1 STATE CONTRACT MANAGER**

The State Contract Manager (SCM) is the State employee responsible for the overall management and administration of the Blanket P.O. {Contract}.

The SCM for this project will be identified at the time of execution of Blanket P.O. {Contract}. At that time, the Vendor {Contractor} will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency Blanket P.O. {Contract} where only one (1) State office uses the Blanket P.O. {Contract}, the SCM will be responsible for engaging the Vendor {Contractor}, assuring that Purchase Orders are issued to the Vendor {Contractor}, directing the Vendor {Contractor} to perform the work of the Blanket P.O. {Contract}, approving the deliverables and approving payment vouchers. The SCM is the person who the Vendor {Contractor} will contact **after the Blanket P.O. {Contract} is executed** for answers to any questions and concerns about any aspect of the Blanket P.O. {Contract}. The SCM is responsible for coordinating the use of the Blanket P.O. {Contract} and resolving minor disputes between the Vendor {Contractor} and any component part of the SCM's Department. The SCM is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the Blanket P.O. {Contract}, direct or approve a Change Order {Contract Amendment}.

If the Blanket P.O. {Contract} has multiple users, the SCM shall be the central coordinator of the use of the Blanket P.O. {Contract} for all Using Agencies, while other State employees engage and pay the Vendor {Contractor}. All persons and agencies using the Blanket P.O. {Contract} must notify and coordinate the use of the Blanket P.O. {Contract} with the SCM.

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any Blanket P.O. {Contract} user that is unable to resolve disputes with a Vendor {Contractor} shall refer those disputes to the SCM for resolution. Any questions related to performance of the work of the Blanket P.O. {Contract} by Blanket P.O. {Contract} users shall be directed to the SCM. The Vendor {Contractor} may contact the SCM if the Vendor {Contractor} cannot resolve a dispute with Blanket P.O. {Contract} users.