

Attachment B

SCOPE OF WORK

This Scope of Work describes the Deliverables being sought through this RFP and the scope of what Contractors will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide potential Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or excludes any relevant or essential data.

I. OVERVIEW

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

MASTER AGREEMENT OBJECTIVES

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

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

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

II. CONTRACTOR RESPONSIBILITIES AND TASKS

A. Mandatory Requirements

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

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

The Contractor must provide the following:

- Manufacturer warranty – Provide at a minimum, a one (1) year manufacturer's warranty for each required seat and device offered as part of this Master Agreement. The

Contractor must provide direct Original Equipment Manufacturer warranties on all products offered;

- On-line instructional manual;
- Recall box located on its website listing all current recalls;
- Replace all child safety seats which have been recalled by NHTSA and/or the manufacturer at no additional cost to the Participating Entity;
- Offer replacement parts for all child safety seats;
- Ensure that the manufacturer's name(s) shall appear on the products

B. Child Safety Seat Upgrades

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

C. Delivery Requirements

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

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

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

Delivery Time and Costs

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

D. Substitutions

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

- Ensure delivery of the items ordered and shall not substitute any item without prior written approval by the Participating Entity. Alternate items delivered without prior written approval will be rejected and returned to the Contractor at its expense; and
- In the event that the product ordered is no longer manufactured for reasons beyond the Contractor's control (e.g. product discontinuance, recalls, etc.). The Contractor shall notify the Lead State Contract Manager within ten (10) business days of confirmation that the ordered product is no longer available. Within five (5) business days of Lead State notification, the Contractor shall provide an alternate product sample to the Lead State for review and approval. The substituted product shall meet and/or exceed all child Safety Seat specifications applicable to the original specified product. Upon approval, the Contractor must immediately commence shipping of all the substitute product.

E. Recalls

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

F. Damaged and/or Defective Child Safety Seats

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

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

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

G. Website

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

III. Master Agreement Deliverables: Seat Specific Requirements

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

1. Combination Seats – Price Line 1: The Contractor shall ensure that forward facing Combination Safety Seats adhere to, at a minimum, the following requirements:
 - a. Accommodate a child's weight of 22 pounds to at least 50 pounds with use of Harness;
 - b. Accommodate a child's weight of 40 pounds to at least 100 pounds when used as a Booster Seat without Harness;
 - c. Support the back & head of the child up to at least 57 inches in height;
 - d. Include a push button release;
 - e. Include, at a minimum, the following Harness requirements:
 - Five-Point Harness Internal Protection System with secure fit around hips;
 - An upfront Harness Adjustment strap; and
 - A Harness Retainer Clip; and
 - f. Include the ability to keep shoulder straps secure at shoulders;
 - g. Include an open-loop shoulder belt guide to help ensure proper seat belt positioning of the shoulder and lap portions of the belt;
 - h. Include a minimum of two (2) adjustable crotch strap positions; and
 - i. Include Lower Anchors and Tethers for Children (LATCH) & Tether system. A tether strap with tilt-lock adjuster must be attached.
 - j. Additionally, the Contractor should ensure, at a minimum, that the seat:
 - Supports the back & head of the child up to at least 57 inches in height;
 - Includes a minimum of three (3) Harness height positions;
 - Includes a Harness Retainer Clip;
 - Includes a Harness with a splitter plate mechanism for easy access and adjustment to height positions to accommodate growth;
 - Includes a padded arm rest (padding can be cloth or other material that reduces heat absorption to the area)
2. CONVERTIBLE SEATS – WITH HARNESS RETHREADING REQUIRED - Price Line 2: The Contractor shall ensure that Convertible Safety Seats with Harness rethreading adhere to, at a minimum, the following requirements:
 - a. Rear Facing Safety Seat - Accommodate a child's weight of 5 pounds to 40 pounds;
 - b. Forward Facing Safety Seat - Accommodate a child's weight of 22 pounds to at least 65 pounds;
 - c. Include, at a minimum, the following Harness requirements:
 - Five-Point Harness Internal Protection System;
 - A two (2) piece Chest Clip;
 - An upfront Harness Adjustment strap; and
 - 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;

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

1. Rear Facing Infant Seats - Price Line 4: The Contractor shall ensure that Rear Facing Infant Safety Seats without Harness rethreading adhere to, at a minimum, the following requirements:
 - a. Accommodate an infants' weight of 4 pounds to at least 35 pounds;
 - b. Include a removable and adjustable base;
 - c. Include, at a minimum, the following Harness requirements:
 - Five-Point Harness Internal Protection System;
 - A two (2) piece Harness Retainer Clip;
 - A center Front Harness Adjustment;
 - A Harness secured with a splitter mechanism for easy access and
 - Capable of adjusting to varying height positions to accommodate growth;
 - d. Must be able to keeps shoulder straps secure at shoulders;
 - e. Include a push button buckle release,
 - f. Include a LATCH system;
 - g. Must be able to thread belts through pad and snap them into place;
 - h. Include a foot or prop mechanism on the base for assisting in proper angle/recline adjustment of seat;
 - i. Include a Locking Clip or have the ability to be provided upon request;
 - j. Provide side impact protection;
 - k. Include an adjustable carrying handle; and
 - l. Include an infant pillow for added head support that adjusts with growth of child.
 - m. Additionally, the Contractor should ensure, at a minimum, that the seat:
 - Includes a minimum of three (3) shoulder Harness positions for newborn to infant growth;
 - Includes an gravity/level-to-ground indicator on the base; and
 - Includes a padded arm rest (padding can be cloth or other material that reduces heat absorption to the area)

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

1. Backless Booster – Price Line 5
 - a. Accommodate a child's weight of 40 pounds to at least 100 pounds;
 - b. Include capability to be used with vehicle lap & shoulder seat belt system;
 - c. Include a Comfort Clip to keep shoulder strap away for the child's neck; and\
 - d. Include armrests (The armrest should be padded with cloth or other material that reduces heat absorption to the area).
 - e. Additionally, the Contractor should ensure, at a minimum, that the seat supports the height of a child up to at least 57 inches. Note: The Backless Booster should not be a combination seat (i.e. Backless Booster that also includes a high-back).
2. High Back Booster – Price Line 6
 - a. Accommodate a child's weight of 40 to at least 100 pounds with backrest;
 - b. Include an open-loop shoulder belt guides and padded armrest to help ensure proper seat belt positioning of the shoulder & lap portions of the belt;
 - c. Provide 2-in-1 Belt Positioning; and
 - d. Include head & back support.

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

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

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

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

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

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

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

- a. Must provide for supine or prone positioning for special needs infants weighing less than 9 pounds and measuring less than 20 inches;
- b. Must allow the child to be positioned on stomach or if medically necessary, on back or side according to individual needs;
- c. Include one-hand front-release push button buckle;
- d. Include a Polypropylene molded shell;
- e. Ensure that each car/vehicle Bed option offers replacement parts
- f. Include a Locking Clip or have the ability to be provided upon request; and

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- f. Must offer portable and sewn crotch straps that are in compliance with NHTSA guidelines.

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

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

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