

**STATEMENT OF WORK
LESS LETHAL AND DUTY GEAR
INVITATION TO QUALIFY (ITQ) CONTRACT**

OVERVIEW: The purpose of the Less Lethal and Duty Gear ITQ is to qualify responsible and responsive Contractors to perform consulting services to Commonwealth of Pennsylvania's executive agencies. In addition, Local Public Procurement Units, as defined by the Commonwealth Procurement Code, may use this contract in accordance with the COSTARS Provision contained in this document.

ISSUING OFFICE: This ITQ is managed and administered by the Commonwealth of Pennsylvania, Department of General Services (DGS), Bureau of Procurement. All inquiries should be referred to:

Jason Collett, Commodity Specialist
Department of General Services
Bureau of Procurement, 6th Floor
555 Walnut Street
Harrisburg, PA 17101-1914
Telephone: (717) 346-3273
Email: jcollett@pa.gov

QUALIFICATIONS: Contractors interested in becoming an ITQ Contractor must meet the following requirements. Failure to meet the below requirements will result in the application being rejected. Each Contractor that meets the minimum qualifications will be awarded a contract. Award of a contract to a Contractor is not a guarantee of business.

- A. Contractors must provide documentation showing two (2) years of experience in the appropriate commodity code selected under Service Categories.
- B. If Contractor is not the Manufacturer of the offered products, the Contractor must provide a letter signed by the Manufacturer stating that the Contractor is authorized to sell said Manufacturer products and that the Manufacturer will honor any responsibilities under the warranty for products sold by the Contractor.
- C. Contractor must identify Manufacturer's Represented Manufacturer's/OEMs which they represent. Once a Contractor is qualified under this ITQ they will not be permitted to unilaterally change authorized Manufacturers Represented. Contractors may, add or remove Manufacturers with a 60-day written notice to the Contracting Officer. DGS reserves the right to permit Contractor(s) to add Manufacturers' to their Contract as necessary to meet the needs of Commonwealth Agencies.
- D. Attachment A, Bid Sheet, Contractors must identify the Manufacturer that they represent for each category of Manufacturers' products they intend to provide; additional Manufacturers can be added to the list if Manufacturer line has the categorized equipment listed in the categories provided in the sheet. Contractors are to complete and submit, Attachment A, Manufacture Line Sheet, to be considered responsive. Contractors are not required to bid on all categories.

LESS LETHAL AND DUTY GEAR CATEGORIES: Contractors will need to choose the appropriate commodity code(s) to qualify for this contract. Contractors will select the appropriate code(s) under the Business Details section of the qualification process. The Commonwealth may add additional commodity codes as the need arises. The table below lists the appropriate commodity code and description of each category.

COMMODITY CODE	DESCRIPTION OF CATEGORY
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46100000-ITQ-235 Less Lethal and Duty Gear	This ITQ Contract covers the requirements of Commonwealth agencies for Law Enforcement Tactical Weapons, Equipment, Supplies & Duty Gear, and will provide
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	<p>the ability to purchase directly from Manufacturers/Original Equipment Manufacturers (OEMs) or through their authorized dealers. The type of equipment provided under this ITQ contract are divided into a (11) categories, Contractors must identify those requirements from a list of Manufacturers; additional Manufacturers can be added to the list if Manufacturer line has the categorized equipment that falls into the categories below. Contractors must identify the category(s) and list the Manufacturers (OEMS) that the Contractor represents.</p> <p><u>Categories:</u></p> <ol style="list-style-type: none"> 1. Electroshock Weapons & Accessories 2. Oleoresin Capsicum (OC) Products, Deployment Equipment & Accessories 3. Chemical Munitions, Deployment Equipment & Accessories 4. Duty Belts, Holsters, Pouches 5. Tactical Lights 6. Scopes, Sights 7. Binoculars, Rangefinders 8. Weapons Cases, Bipods, Shooting Sticks, Slings 9. Helmets, Shields (Non-Ballistic) Gas Masks, Batons 10. Restraints 11. Body and Vehicle Cams <p><u>Product Updates:</u> Contractors may adjust which Manufacturers they represent, which are identified in this contract with a 60-day written notice. All Contract adjustments must be submitted in writing to the Contracting Officer, and not the purchasing agency.</p> <p><u>Minimum Delivery:</u> There is no minimum delivery requirement for this contract.</p> <p><u>Receiving:</u> It is required that the Contractors communicate and confirm special delivery requirements and/or instructions. Delivery scheduling must be communicated on an individual basis, per agency, due to various receiving hours and warehouse requirements. Non-compliance of this communication will result in possible rejection of delivery.</p> <p><u>Exclusions:</u> The following products are excluded from this contract Firearms & Ammunition; Uniforms (duty or otherwise); Clothing (including, but not limited to, coats, shirts, pants, hats, caps, etc.); Boots & Shoes; Gloves; Eye Wear; and Cleaning Kits & Accessories.</p> <p><u>Add/Delete:</u> DGS reserves the right to add or delete product categories and/or Manufacturers to this Contract at Commonwealth discretion. If a new category or Manufacturer should be added or deleted, Contractors will be notified in writing of any categories or Manufacturers which are being deleted from the Contract.</p>
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GENERAL INFORMATION/REQUIREMENTS:

- A. Type of Contract.** Upon determination that the Contractor meets the ITQ requirements, the Commonwealth will issue a contract to the Contractor. Upon receipt of a Purchase Order (PO) issued under this Contract, the Contractor agrees to furnish the requested services to the Commonwealth agency issuing the PO.
- B. Order of Precedence.** If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be: i. This Contract;

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- ii. The data resident on the ITQ web site and incorporated herein by reference at the date of execution of the Contract or issuance of an RFQ off of this Contract, whichever is later, including but not limited to the promises and certifications the Contractor made in qualifying for the Contract;

If any conflicts or discrepancies should arise in the interpretation of a PO, the order of precedence shall be:

- i. The consulting service category definitions, descriptions, qualification requirements, and contract terms and conditions set forth in the RFQ;
- ii. This Contract;
- iii. The PO and any attachment thereto, including: (1) the Contractor's Proposal, as accepted by the Commonwealth; (2) the RFQ.

C. Bid Protest Procedure (April 2016) The Bid Protest Procedure is on the DGS website. [Click here](#)

D. COSTARS Purchasers. Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Members") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Members. DGS has identified this ITQ as one which will be made available for COSTARS Members' participation.

- a. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.
 1. A "local public procurement unit" is:
 - Any political subdivision (local government unit), such as a municipality, school district, or commission;
 - Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
 - Any tax-exempt, nonprofit educational institution or organization;
 - Any tax-exempt, nonprofit public health institution or organization;
 - Any nonprofit fire, rescue, or ambulance company; and
 - Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as Local Public Procurement Units on a case-by-case basis.

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:
 - The Pennsylvania Turnpike Commission;
 - The Pennsylvania Housing Finance Agency;
 - The Pennsylvania Municipal Retirement System;

- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

The COSTARS Program is not available for use by Executive Agencies and Independent Agencies as defined by the Commonwealth Procurement Code, or any agency or entity using funds appropriated to the Department of General Services through Capital Budget Project Itemization legislation for the procurement of furniture, fixtures, and equipment.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.costars.state.pa.us/SearchCOMember.aspx>.
- b. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
 - c. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
 - d. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
 - e. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Required Administrative Fee
DGS-verified Small Diverse Business Contractor	\$166
DGS Self-Certified Small Business Contractor	\$500
All Other Contractor	\$1,500

1. Each Contractor electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the Contractor is a Department of

General Services Self-Certified Small Business or Department of General Services verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.

2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA”. The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.
- f. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.
1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or Contractors, any privileges it may have to use the COSTARS Brand under this Contract.
 - The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
 - Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
 - The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor’s use of the COSTARS Brand.
 - The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
- g. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter’s Contract purchasing activity, using the

form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

1. The Contractor shall submit the reports through the web-based COSTARS Contractors' Gateway of the PA Contractor Portal at <https://paContractorportal.state.pa.us/irj/portal/anonymous> , Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
 2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
 3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- h. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.costars.state.pa.us.
1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.costars.state.pa.us, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
 2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@pa.gov

- i. **COSTARS Program Election to Participate.** If the Contractor is willing to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to COSTARS members, the Contractor should complete and return the COSTARS Program Election to Participate form which is an attachment to this ITQ. If the Contractor is asserting that it is a Department of General Services Certified Small Business, the Contractor must submit its active certification.

E. COSTARS Reporting Requirements. If you checked "Yes" in Step 6 when developing your qualification bid for the ITQ contract, you agreed to participate in the Commonwealth's COSTARS program, and you are bound by the COSTARS Purchasers Provision contained within this Statement of Work. The requirement to report COSTARS sales to DGS' COSTARS Program Office is

contained in Section E of the COSTARS Purchasers Provision. By agreeing to participate in the COSTARS program, you are required to report COSTARS sales to DGS on a quarterly basis. Even if you had no COSTARS sales, you must file a report.

COSTARS sales for the ITQ contract can now be reported through the automated COSTARS sales reporting system located on the COSTARS website. Information required will be your vendor number, contract number, date of sale, customer name and the amount of the sale. It is also recommended that you record the COSTARS Member ID number. Detailed instructions appear below.

The deadline for submitting sales information is the 15th day of the month following the end of the quarter. Failure to report COSTARS sales is in breach of contract, and may result in DGS suspending your participation in the COSTARS program.

Note: This system is to be used to record sales to COSTARS members ONLY! ZERO sales for a particular quarter must also be reported.

INSTRUCTIONS FOR COSTARS SALES REPORTING FOR STATEWIDE CONTRACT CONTRACTORS

- Go to www.dgs.state.pa.us/costars. ‘Click’ on the Contractors button.
- ‘Click’ on the COSTARS Contractors’ Gateway link on the right. Click on the State Contract link.
- Enter your Vendor Number to gain access to the system. When your Vendor Number is found, you will be taken to the Sales Reporting Authorization screen.
- Enter your first and last name. ‘Click’ Continue.
- You will be taken to the Sales Reporting Screen. Select from the Contract Number dropdown the Contract Number you want to report sales for and then ‘click’ the Continue button located next to it.
- To enter a new Sale or to report “No Sales this Quarter”, ‘click’ on the Insert button at the top left.
- Enter the Customer Name or part of the Customer Name into the Customer Search field. If you are reporting “NO SALES THIS QUARTER”, type NO SALES into the search field. ‘Click’ the Search button.
- Select the Customer Name from the dropdown list, or select NO SALES THIS QUARTER. To proceed, you will need to ‘click’ on the Continue button to the right of the list. The system will locate the Customer Name in the Members database and will pre-fill the Address and County fields for you.
- You will then enter a Sales Date and Sales Amount.
- ‘Click’ on the Save button. The data is saved and immediately accessible by COSTARS Program staff. For your convenience, there is also a Sales Reporting Manual – for Statewide Contracts in the Resource Center on this site. For additional assistance or questions, please call 1-866-768-7827.

F. Prices. The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

- G. Approved Equal.** Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.
- H. Alternates.** A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award. If an item or items in the IFB are designated "no substitute," this provision does not apply, and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.
- I. New Equipment.** Unless otherwise specified in this ITQ, all products offered by Contractors must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Contractors from offering products with recycled content, provided the product is new or remanufactured.
- J. Post-Submission Descriptive Literature.** The Commonwealth may, during its evaluation of the bids, require any Contractor to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.
- K. Reciprocal Limitations Act.** Electronic Submittal (February 2007) This procurement is subject to the Reciprocal Limitations Act. Bidders must complete and submit with the Bid Response the State of

Manufacture Chart, which is contained in GSPUR-89 ("Reciprocal Limitations Act Requirements") which is attached to and made part of this IFB. The completed State of Manufacture Chart should be submitted as part of the Bid Response.

L. Iran Free Procurement Certification and Disclosure. Electronic Submittal (November 2016) Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.

M. Tie Bids/Quotes. All tie bids/quotes will be broken by the Issuing Office.

N. Prompt Payment Discounts. Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Contractor, however, the Issuing Office will take advantage of such offer.

REQUEST FOR QUOTES (RFQ) PROCEDURES: Commonwealth Agencies will issue an RFQ to qualified Contractors, through the Commonwealth's Custom Portal, powered by the JAGGAER system. Contractors will respond to the RFQ in the system. The requesting Agencies may require the qualified Contractors to furnish, upon request, additional documentation in the RFQ. The qualified Contractors selected for the RFQ process will receive a Purchase Order (PO) and will supply the service to meet the specific requirements as indicated in the RFQ.

Agencies will exercise a scoring method based upon the criteria set forth in the RFQ. The Scoring Methods are defined as follows:

- **Best Value** ○ Refers to the process of selecting the quote which provides the greatest value to the agency based on evaluating and comparing all pertinent criteria, including cost, so that the Contractor whose overall proposal best suits the agency's needs is selected for each individual project; and
- **Low Cost** ○ Refers to the lowest cost quoted from all proposals received that are deemed both responsive and responsible for the project.