



MASTER AGREEMENT #061626
CATEGORY: Law Enforcement Equipment
SUPPLIER: Whelen Engineering Company Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Whelen Engineering Company Inc., 51 Winthrop Road, Chester, CT 06412 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article I:
General Terms

The General Terms in this Article I control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article II), and between Supplier and Participating Entity (Article III), respectively. These Article I General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- A. **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- B. **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- C. **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

- D. **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.
- E. **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on 10/2/2030, unless it is cancelled or extended as defined in this Agreement.
1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- F. **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- G. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in 061626 ("RFP") to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Law Enforcement Equipment, construed to consist of equipment, gear, tools, and instruments (including related services), designed or used for law enforcement, corrections, security, and defense activity, criminal investigation, tactical response, and traffic enforcement, of the following types:
 - a. Law enforcement duty gear;
 - b. Traffic safety enforcement equipment, devices, and instruments;
 - c. Crime scene management and evidence collection equipment and supplies;
 - d. Tactical and Explosive Ordnance Disposal (EOD) equipment (with the exception of those items excluded in subsections 2. or 3. below); and,
 - e. Services related to the respondents offering of the solutions in subsections 1. a. – d. above, such as training, installation, testing, maintenance, warranty programs, and technical support.
- H. **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- I. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- J. **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

- K. **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- L. **Open Market.** Supplier's open market pricing process is included within its Proposal.
- M. **Supplier Representations:**
1. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 2. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 3. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- N. **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- O. **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- P. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**
1. Sourcwell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcwell did not issue the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.
 2. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. The terms and

conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

- All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier

certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. **The Supplier further certifies** that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322. Participating Entities will be responsible for notifying suppliers of any applicable

requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II: Sourcewell and Supplier Obligations

The Terms in this Article II relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- A. **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- B. **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
- Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- C. **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- D. **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- E. **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- F. **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- G. **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- H. **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- I. **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- J. **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- K. **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- L. **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- M. **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- N. **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- O. **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- P. **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- Q. **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- R. **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

S. Grant of License.**1. During the term of this Agreement:**

- a. **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- b. **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.**3. Use; Quality Control.**

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

4. Termination. Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.**T. Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- U. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- V. **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
1. **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 2. **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 3. **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 4. **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

5. **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- W. **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' **written** notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- X. **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of **material** breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article III: Supplier Obligations to Participating Entities

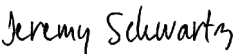
The Terms in this Article III relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article I General Terms control over any conflict with this Article III. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

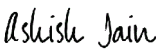
- A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- B. **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.
- C. **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- D. **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- E. **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- F. **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- G. **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- H. **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar **document** extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Whelen Engineering Company Inc.

Signed by:

C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 10/6/2026 | 7:27 AM CDT

DocuSigned by:

9B897DB70C3A4A2...
 By: _____
 Ashish Jain
 Title: CFO
 Date: 10/5/2026 | 2:12 PM EDT

ATTACHMENT 1**PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS**

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

Participating Entities may have additional requirements based on specific funding source terms or conditions. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. Davis-Bacon Act, As Amended (40 U.C.S. § 3141-3148).

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Suppliers must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Suppliers must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage

determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Suppliers and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Supplier or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. Copeland "Anti-Kickback" Act.

1. **Supplier.** The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2. **Subcontracts.** The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages.** The grant recipient or sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts.** The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5). Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

D. Rights To Inventions Made Under a Contract or Agreement.

If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).

Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

F. Debarment And Suspension (Executive Orders 12549 And 12689).

A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).

Suppliers who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Supplier's Authorized Official

Name and Title of Supplier's Authorized Official

Date

H. Record Retention Requirements.

To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. Energy Policy And Conservation Act Compliance.

To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance.

Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. Access to Records (2 C.F.R. § 200.336).

Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents. (For FEMA funded projects see paragraph X.)

L. Procurement of Recovered Materials (2 C.F.R. § 200.322).

A non-federal entity that is a state agency or agency of a political subdivision of a state and its Suppliers must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. Federal Seal(s), Logos, And Flags.

The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval. (For FEMA funded projects see paragraph X.)

N. No Obligation by Federal Government.

The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. Program Fraud and False or Fraudulent Statements or Related Acts.

The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. Federal Debt.

The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. Conflicts Of Interest.

The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. Executive Order 13224.

The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment.

To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. Domestic Preferences for Procurements.

To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. Build America, Buy America Act (BABAA).

Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an

infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43).

A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from Participating Entity and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Participating Entity and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

All organizations receiving federal money through Participating Entity to provide social services shall provide the following notice, in substance, to beneficiaries of the protections listed herein:

“Name of Organization:

Name of Program:

Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):

Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:

- We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance
- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and
- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity.”

W. Additional FEMA Recommended Provisions:

1. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

- i. This clause does not prohibit Suppliers from providing—
 - (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - (a) Covered telecommunications equipment or services that:
 - (1) Are not used as a substantial or essential component of any system; and
 - (2) Are not used as critical technology of any system.
 - (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

- i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for

reporting the information.

- ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:
 - (a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

- a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass-through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.
- c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

d. **Copyright and Data Rights.**

License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**

Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

RFP 061626 - Law Enforcement Equipment

Vendor Details

Company Name:	Whelen Engineering Company Inc.
Address:	51 Winthrop Rd
	Chester, CT 06412
Contact:	Craig Szymanski
Email:	cszymanski@whelen.com
Phone:	860-718-2304
Fax:	860-718-2304
HST#:	06-0725110

Submission Details

Created On:	Thursday April 30, 2026 12:51:22
Submitted On:	Tuesday June 09, 2026 13:14:55
Submitted By:	Craig Szymanski
Email:	cszymanski@whelen.com
Transaction #:	29eda603-4c35-4d73-9b7b-72b1064cc136
Submitter's IP Address:	10.13.1.13

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond "N/A" if the question does not apply to your organization and include an explanation why it does not apply.

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, DBA, and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer's corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	Whelen Engineering Company, Inc	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	Whelen Engineering Company, Inc. does not have and subsidiaries, DBAs or Affiliates which will be responsible for offering and performing delivery of Solutions within this Proposal. Whelen will be using Authorized Distributors who are independent and are not owned by Whelen.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier: K93HX96LHLE5 Cage Code: 10402	*
5	Provide your NAICS code applicable to Solutions proposed.	335129 334220	
6	Proposer Physical Address:	Whelen Engineering Company, Inc. is headquartered at 51 Winthrop Road, Chester CT 06412	*
7	Proposer website address (or addresses):	www.whelen.com and www.whelenmassnotification.com	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.	Name: Ashish Jain Title: CFO Address: 51 Winthrop Road, Chester Ct 06412 Email address: ajain@whelen.com Phone: 860-718-2099	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email	Name: Craig Szymanski Title: Director of Sales Administration	*

	address, and phone number:	Address: 51 Winthrop Road, Chester Ct 06412 Email: cszymanski@whelen.com Phone, Office: 860-718-2304, Cell: 860-790-1080	
10	Identify the Proposer's other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Automotive Products: Name: Bob Blair Title: Strategic Account Manager Address: 51 Winthrop Road, Chester Ct 06412 Email: rblair@whelen.com Phone: 860-718-2379 Mass Notification Products: Name: Chris Schaefer Title: National Sales Manager Address: 51 Winthrop Road, Chester Ct 06412 Email: cschaefer@whelen.com Phone: 860-718-2291	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	Whelen Engineering's mission is clear: to protect those who protect others. This commitment drives every aspect of our business, from product design to customer support. We develop reliable, high-quality solutions that first responders and critical professionals around the world depend on in the most demanding environments. Every product is engineered with precision, rigorously tested on-site, and certified to meet or exceed the highest industry standards—ensuring our customers remain visible, safe, and ready for any situation. Founded in 1952 by George W. Whelen in a garage in Deep River, Connecticut, Whelen Engineering has grown into a global leader with nearly 75 years of industry experience. Our legacy is rooted in American innovation and manufacturing excellence, with state-of-the-art facilities in Connecticut and New Hampshire totaling nearly one million square feet. We design and manufacture a comprehensive portfolio of solutions, including emergency warning lights, white illumination systems, sirens, control systems, cloud-based technology, and mass notification solutions, serving markets such as Law Enforcement, Fire, EMS, DOT, Commercial, Utility, and Mass Notification. Our core values center on quality, innovation, and a deep commitment to the professionals who rely on our products. With the industry's largest engineering team and a workforce of over 2,000 employees, we continuously push the boundaries of technology and performance. Many of our team members are volunteer first responders, providing valuable real-world insight that directly informs product development and strengthens our connection to the markets we serve. As we continue to lead the industry, Whelen remains dedicated	*

		to delivering dependable solutions and supporting the everyday heroes who rely on our technology.	
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	If awarded another contract, Whelen will continue to support and serve Sourcewell and Canoe members with state-of-the-art emergency warning products at exceptional value. As with our current awarded contract (090122-WHL), we will actively promote the contract throughout the United States and Canada (Canoe) to our authorized participating distributors. Whelen's independent representatives and authorized participating distributors will also continue to market the contract directly to end users, creating greater visibility and opening new channels for growth. Whelen and Sourcewell have previously conducted mandatory training seminars for our authorized participating distributors. These sessions were recorded and are regularly shared with both existing and new distributors participating in the contract. The training covered all key elements of the agreement, including pricing, locating member numbers, onboarding new members, promoting the contract, and highlighting its benefits. If awarded a new contract, we will continue to provide this training and expand it further. We hope Sourcewell will again participate in these sessions, as their involvement has proven extremely valuable in addressing questions and enhancing distributor understanding. These procedures have directly contributed to a substantial increase in sales volume under the current contract. Our recent sales history demonstrates this success. Sales under the current contract have increased significantly year over year, and based on current trends, we anticipate that 2026 Sourcewell sales will exceed 2025 results by a wide margin.	*
13	Provide non-confidential indicators that demonstrate your organization's financial strength and long-term stability. Acceptable examples include such items as: • Annual revenue range (select a range—do not provide confidential statements) • Years in business • Publicly available SEC filings (if applicable) • Third party credit scores or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR	Whelen Engineering is a privately held company, and this information is not available. However, Whelen's assets include approximately 1 million square feet of production, engineering, sales and corporate offices in New England, supported by over 2,000 employees, while its liabilities do not have any third-party debt. Whelen's financial strength has consistently allowed us, and will continue to allow us, to support all Sourcewell and Canoe members with the most advanced emergency warning equipment available. Our in-house engineering capabilities and cutting-edge manufacturing facilities enable us to respond quickly to evolving market conditions, ensuring we deliver innovative, reliable products designed to help protect first responders.	*

	PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.		
14	Describe your US market share for your proposed Solutions. OR Provide the number of US Education and Government entities you have served over the past three (3) years, along with the total number of states where you have made sales.	As the largest supplier of automotive emergency warning products in the industry, Whelen maintains a dominant position and Whelen is the market share leader in Law Enforcement, Fire, EMS and State DOT markets. Mass Notification is a well-established solution within the industry and has already exceeded last fiscal year's orders and invoicing performance. Adoption continues to accelerate, with agencies transitioning to our solution at a pace that surpasses historical trends. Despite a competitive landscape with several established players, we maintain a strong position.	*
15	Describe your Canadian market share for your proposed Solutions. OR Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	As the largest supplier of emergency warning products in the industry, Whelen maintains a dominant position across the Police, Fire, EMS, and Province DOT sectors. Mass Notification performs well in Canada, and adoption continues to grow with agencies transitioning to our solution at a pace that meets historical trends.	*
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	No, Whelen Engineering Company has never sought bankruptcy protection, nor have we been included as a responsible party.	*
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Whelen Engineering has not been debarred or suspended by any federal, state, or quasi-government agency.	*
18	Describe any relevant industry	Whelen has received the Connecticut Export Award for the past	*

	awards or achievements that your organization has received in the past three (3) years, including the year received.	three years, recognizing our significant growth in international markets and our successful expansion into new regions. We have also been honored by the Escambia County Sheriff Foundation for our commitment to supporting first responders and their community engagement efforts. In addition, the Florida Sheriffs Association recognized Whelen for our continued support of their mission to protect, lead, and unify. We have also received numerous supplier awards from our customers, reflecting our dedication to quality, reliability, and service excellence. Whelen is proud to support the National Fire Fighters Foundation and the National Law Enforcement Officers Memorial Fund.	
19	What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	State and local government agencies ultimately account for approximately 90% of our total sales. Whelen primarily sells its products to distributors or to emergency vehicle OEMs, who in turn sell directly to government agencies.	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	Whelen supports emergency warning lights and sirens used across the full spectrum of public safety and emergency response vehicles, including police, fire, EMS, and state and local government fleets. Our products are engineered specifically for mission critical applications where performance, reliability, and safety are paramount. While our equipment is widely deployed throughout public safety markets, we estimate the education sector represents less than 1% of our overall business.	*
21	List all state and cooperative purchasing agreements that you hold. Include the sales volume for each of these agreements over the past three (3) years.	Whelen is currently in its first Sourcwell contract period, and sales have increased significantly each year. Since the contract was awarded in November 2022, we have experienced strong and consistent growth. Rounded annual figures are as follows: 2023 - \$349,000, 2024 - \$1,554,500, 2025 Over \$3 Million. Whelen has a long-standing NASPO cooperative contract with a strong history of performance. Sales under this contract remain strong. We anticipate the Sourcwell contract sales to exceed NASPO sales in the coming years. NASPO rounded figures for the past 3 years have averaged over \$5,000,000 a year. New Jersey: 2023 - \$1.4 million, 2024 - \$4+ million, 2025 - \$5+ million Tennessee: 2024 - \$319,600, 2025 – \$1.59 million	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	GSA Contract Number: 47QSWA21D004M. Whelen continues to demonstrate steady growth under our GSA contract. 2023 - \$ 962,826, 2024 - \$ 1,159,139, 2025 - \$ 1,197,152.	*

Table 2B: References/Testimonials

Line Item 23. Supply reference information from three customers **who are eligible** to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami-Dade Sheriff's Office	Carlo Hollis-Brown	305.471.2001	*
Texas Department of Public Safety	Andrew Morgan	512.424.5595	*
Broward County Sheriff's Office	Scott Barnett	954.497.1440	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

#	Question	Response *	
24	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Whelen Engineering is best described as "b)", a manufacturer and service provider. Our diverse product line is supported by a robust network of factory sales personnel, independent representatives, and local distributors. Nearly 200 independent representatives and Whelen factory team members are in the field every day, by far the largest sales group in our industry. This dedicated team brings extensive product expertise and helps with product specification, programming, and troubleshooting. In addition, our vast distributor network of over 1,000 independent distributors ensures that every state and province is covered by knowledgeable product professionals. If awarded another contract, we will survey our distributor network and, for those who agree to all contract requirements, list them on our landing page as authorized participating distributors. For reference, you can view our current Sourcewell landing page here: https://www.whelen.com/sourcewell.	
25	Describe your sales force,	Whelen Engineering is exceptionally well equipped to support	*

	their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested Solutions.	Sourcewell and Canoe members throughout the United States, U.S. territories, and Canadian provinces with a large, experienced direct and indirect sales organization. As a current Sourcewell contract holder, Whelen maintains comprehensive national and regional coverage through our factory sales force, independent representatives, and extensive distributor network—ensuring full support across all 50 states and all Canadian provinces in both the Government and Education sectors. We operate 18 regional offices across the U.S., U.S. territories, and Canada, each staffed with knowledgeable professionals ready to assist members. Combined with our factory sales organization, Whelen deploys approximately 200 sales professionals in the field, providing unmatched coverage and support. In addition, we partner with hundreds of distributors across these regions. While not all distributors choose to participate in the contract, the largest and most capable distributors are actively engaged. Current Authorized Participating Distributors are listed on the following pages: U.S. Automotive: https://www.whelen.com/sourcewell, Canada Automotive: https://www.whelen.com/canoe, Mass Notification: https://www.whelenmassnotification.com/sourcewell. Whelen's geographical footprint and support structure stand apart from all competitors. This advantage is rooted in the size of our sales and service teams, our decades of experience in the emergency warning industry, and the deep technical expertise of our personnel. Whelen maintains the largest sales and service team in the market, and unlike many competitors, our sales teams also provide service support when needed. We also operate an internal service department dedicated to assisting Sourcewell and Canoe members, and our warranty is provided directly to the end user. This allows customers to work with Whelen directly for rapid, accurate issue resolution. Together, our sales force, service organization, representatives, and distributor network stand ready to promote, support, and ensure the continued success of the contract.	
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of dealers, distributors, resellers, and other distribution methods, as it relates to the requested Solutions.	As outlined above, Whelen's factory-direct sales force, independent representatives, and authorized distributors are exceptionally well equipped to support all Sourcewell and Canoe members with expert sales and service. Approximately 200 factory personnel and independent representatives operate throughout the United States, U.S. territories, and Canada—providing daily in-person support, site visits, and hands-on assistance. In addition, over 1,000 independent distributors help ensure customer satisfaction and responsive local service. We recognize the importance of having knowledgeable local representatives available during regular business hours. For this reason, Whelen has strategically positioned highly trained teams across all regions of the U.S. and Canada, ensuring that Sourcewell and Canoe members receive the highest level of service and support wherever they are located. Whelen employs more than 2,000 team members and operates two advanced manufacturing facilities in New England, one in Connecticut and one in New Hampshire. These facilities produce every product we	*

		sell. Whelen designs and manufactures all components in-house, including plastic molding, metalizing plastic parts, hard-coated lenses and domes for long life (we are the only manufacturer that offers hard-coated lenses as standard), building wire and wire harness assemblies, populating PC boards, and assembling all lights, sirens, and speakers. While this represents a substantial undertaking, it provides complete control over quality, consistency, and performance—ensuring that every product meets Whelen’s rigorous standards.	
27	Describe your service force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested solutions.	As mentioned above, Whelen operates factory service centers, and our warranty is provided directly by us, the manufacturer. This enables Sourcewell and Canoe members to work directly with Whelen for support and service whenever they choose. To further reduce downtime for emergency vehicles, we maintain a warranty and service center in Canada, eliminating delays often associated with cross border shipping and customs processing. Our Connecticut service department typically completes repairs within one to two working days of receiving the product. In addition, our extensive network of outside sales and service personnel—along with over 1200 factory sales personnel, independent representatives and authorized distributors—are always ready to assist with any service issues a member may encounter, whether in the government or education sector.	*
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	As with the current Sourcewell agreement, members will continue to have the option to work with their local sales representatives and/or authorized distributors for product selection and support. From there, the member may place an order through a local participating distributor or directly with Whelen. We strongly encourage members to utilize their local distributor whenever possible, as they are best positioned to provide timely assistance, as they operate within the same time zone, maintain local inventory, and offer installation services, and may assist with any warranty issue that may arise. These authorized distributors will be involved with the complete sales process, from product selection to take the order, invoice and collect payment from each member. All participating distributors agree to the terms and conditions of the Sourcewell agreement and submit quarterly sales reports to Whelen. This ensures that we can provide accurate, timely reporting to Sourcewell while maintaining full contract compliance.	*
29	Describe, in detail, the process and procedure of your customer service program. Include your response –times, escalation protocols, issue resolution timeframes, as well as any incentives that help your providers meet your stated service goals or promises.	As stated above, Whelen has an extremely large outside sales team that also assists with service issues, add to that our vast distributor network that also can assist with service issues, and you have the best team supporting Sourcewell members, within their respected time zones. Whelen also operates a full-service factory repair and service center in Chester, Connecticut. Whelen’s warranty is provided directly by the factory to the users which allows the users to contact us by phone or send products directly to the service center for repair or replacement. When the product in question is for an emergency vehicle, we also support the user by sending a replacement part prior to receiving the damaged one, so they can keep their mission critical emergency vehicle in service. We also provide out-of-warranty service, and no prior authorization is required for either type of	*

		support. This direct-to-factory approach allows Sourcewell and Canoe members to work with Whelen immediately and efficiently whenever service is needed. Our customer service department typically completes repairs within 1–2 business days of receiving the product. Additionally, our outside sales and service teams, along with our network of independent representatives and authorized distributors, are located throughout the U.S. and Canada and are available to assist with any service or support needs members may have.	
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	Whelen, along with our independent representatives and participating distributors, provides comprehensive support to customers throughout the United States and Canada. If awarded a new Sourcewell contract, we will continue to promote the contract and support all Sourcewell and Canoe members just as we do today under our current agreement. Our expert sales team is equipped to guide members in selecting the right products for their specific needs. This team will continue to support both existing and prospective members through every stage of the process, from initial concept and product selection to installation support and ongoing service throughout the life of the equipment.	*
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The same support is offered to the State of Hawaii, Alaska and the US Territories. For Alaska and Hawaii, orders totaling \$1,000 or more qualify for free freight; orders under \$1,000 will have applicable freight charges added to the invoice. For U.S. territories, freight charges will be added to the invoice along with any additional fees including import taxes, duties, or other government-imposed charges. These additional charges will be the responsibility of the members.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	If awarded a new contract, Whelen will fully support all geographical areas and markets within Canada. Our Canadian support structure mirrors the strength of our U.S. efforts, with a dedicated team consisting of independent representative groups, factory employees, and an extensive distributor network. Together, these resources assist members from initial concepts through the product's entire life cycle. Any additional fees, such as import taxes, duties, or related charges are the responsibility of the member. All emergency warning products available in the U.S. are also available in Canada, ensuring consistent access to our full product portfolio. Our product experts are readily available to guide Canoe members through product selection, installation planning, and ongoing service—ensuring a seamless and positive purchasing experience.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no area of the US or Canada that will not be fully serviced, Whelen's sales organization, consisting of factory-direct personnel, independent representatives, and authorized participating distributors will fully support all regions of the U.S., U.S. territories, and Canadian provinces. Members can be confident that comprehensive coverage is in place across all geographic areas. While Whelen can sell directly, we strongly prefer to work through our authorized participating distributors, as they are highly qualified, locally accessible, and well positioned to provide timely service and support. These distributors will play a primary role in assisting members, ensuring consistent, high-quality service wherever it is needed.	*

34	Identify any account type or Participating Entity type from the RFP that will not have full access to the requested Solutions if an agreement is awarded, along with the reason(s) why.	Whelen Engineering, along with our representatives and authorized participating distributors, will fully support all products and services outlined in the Sourcwell RFP for all Sourcwell and Canoe members. We will actively promote these contracts to eligible agencies. If a member agency is unable or not permitted to purchase through the Sourcwell or Canoe cooperative contract, we will respectfully honor their procurement requirements and work with them through alternative compliant channels.	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Whelen Engineering is committed to supporting all organizations that are eligible to purchase through the Sourcwell cooperative contract. This includes government agencies, public safety entities, educational institutions, and qualifying nonprofit organizations. Whelen will supply products and services to any nonprofit entity that participates in the Sourcwell contract program, provided the organization is permitted under its governing regulations and procurement policies to purchase through a cooperative agreement. We recognize that eligibility requirements may vary by jurisdiction or organizational type, and we will work closely with each nonprofit to ensure compliance with all applicable purchasing rules. Eligible nonprofit members can expect full access to Whelen's contract pricing, product portfolio, technical support, and service resources. As with all Sourcwell members, nonprofits may work directly with Whelen or through our authorized participating distributors to obtain assistance with product selection, ordering, installation coordination, and ongoing service throughout the life of the equipment.	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	If awarded a contract, Whelen will engage our extensive distribution network by issuing a standardized onboarding form outlining the key components of the new agreement. This form will require distributors to provide the name and contact information for their contract reporting point of contact, as well as their sales team contacts. Once all submissions are received, we may host a mandatory Microsoft Teams meeting to review contract requirements, expectations, and compliance obligations. During this session, we will also provide links to the Sourcwell homepage, where distributors can access product videos, marketing collateral, and additional resources. These authorized participating distributors, in collaboration with Whelen representatives and factory personnel, will actively market and promote the agreement to Sourcwell and Canoe members. To support these efforts, we maintain dedicated landing pages for U.S. Automotive, Canadian Automotive, and Mass Notification product lines, all of which are easily accessible through our website. Each page is tailored to the specific contract group and provides state or province specific listings of local representatives and authorized participating distributors. This structure will be used for the new contract and ensures that Sourcwell and Canoe members can easily identify their local contacts and navigate the	*

		purchasing process with confidence and simplicity. Throughout the contract period, we will remain in close communication with our representatives and authorized distributors to ensure they have the latest information and resources. We will share the Sourcewell Resource Website, offer updated training sessions, and continue distributing Sourcewell Sales Academy content. These academies have proven highly informative in the past, and we will leverage them to keep our teams fully aligned with contract requirements and best practices. Whelen will also remain available to assist any individual or agency interested in the Sourcewell contract—including current members and potential new members. Our team has extensive experience with the Sourcewell purchasing process due to our existing contract, enabling us to answer members' questions efficiently and accurately. In situations where additional clarification is required, we will coordinate directly with our Sourcewell contacts to ensure that every member receives complete and reliable support.	
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	Whelen utilizes a comprehensive, data-driven digital marketing strategy to improve overall marketing effectiveness and audience engagement. We promote our products and brand across major social media platforms, including Facebook, Instagram, LinkedIn, YouTube, X, and TikTok, where we maintain highly engaged audiences with tens of thousands of followers per channel. Our digital outreach also involves targeted email marketing campaigns sent to subscribers, partners, and sales networks, providing timely product announcements, updates, and industry insights. These efforts are supported by advanced analytics and marketing technology platforms like Google Analytics, Sprout Social, HubSpot, and proprietary in-house tools. Using these platforms, we track and analyze key performance indicators, including impressions, engagement rates, click-through rates, email open rates, and website traffic. We also leverage metadata and audience segmentation to understand user behavior better, optimize content delivery, and personalize messaging. This data-driven approach allows Whelen to continuously assess performance, adjust strategies in real time, and maximize the reach, relevance, and impact of our marketing efforts.	*
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	Whelen has been very successful with our current Sourcewell contract, experiencing substantial year-over-year growth in sales. We attribute much of this success to the high-quality training and information provided to our sales teams by both Sourcewell and our internal leadership. The guidance and support offered by the Sourcewell team particularly in explaining contract processes and procurement pathways, has been invaluable. If awarded a new contract, we hope to continue receiving support from the Sourcewell Supplier Development team. Their ability to speak directly with procurement officers, government employee to government employee, has proven to be far more effective than when we, as the supplier, attempt to convey the same information. This direct communication often results in a clearer understanding of the contract and smoother adoption by agencies. We fully understand that it is the responsibility of Whelen, our representatives, and our authorized participating distributors to actively promote and support the Sourcewell and Canoe contracts. At the same time, we greatly value the ongoing partnership with Sourcewell, whose team is available to support us throughout the contract term and help	*

		ensure shared success.	
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	If Whelen is awarded a new contract, we will continue to provide comprehensive training for our authorized distributors to ensure successful program execution. We welcome participation from Sourcewell in these training sessions; however, should they be unavailable, Whelen is fully experienced and qualified to conduct these sessions independently. We will remain readily available to address questions, share access to the Sourcewell Resource Website, and continue promoting Sourcewell Sales Academy sessions by distributing schedules and encouraging participation. Sourcewell contracts streamline the procurement process, creating additional opportunities for our authorized participating distributors to expand their business and better serve member agencies.	
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and educational customers have successfully utilized them.	Whelen promotes sales primarily through our extensive representatives and distribution network. For the new contract period, we will publish updated lists of authorized participating distributors for each state and province on our website, ensuring that Sourcewell and Canoe members can easily locate their local purchasing and support resources. Whelen does not offer an e-procurement ordering system, as many of our products and systems are highly configurable and require technical consultation to ensure the correct specifications are selected. Because of this, e-procurement is not an ideal tool for the majority of our offerings. We are committed to ensuring that each Sourcewell member receives a positive experience and products that meet their unique operational requirements. Several of our participating distributors do maintain websites that allow members to order standard or commodity products. These resources provide additional flexibility for members whose needs are suited to online ordering.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

#	Question	Response *	
41	Describe any training programs related to your proposed Solution(s) available to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	If awarded a contract, Whelen along with our representatives and authorized participating distributors will continue to fully support members with any questions related to product operation and functionality. In many cases, this support includes onsite visits to ensure that members select the appropriate products suited to their specific operational requirements. Our product offerings are straightforward and require minimal training at the user level, as participating distributors typically program the products prior to delivery and/or final acceptance by the member. Training and support are not mandatory but are available whenever requested. All training sessions are tailored to the member's needs and may be conducted in a variety of formats, including onsite at the member's facility, virtual meetings (Teams, video calls, or conference calls), at the Whelen factory, or at regional locations. Training is generally provided at no cost to the member, excluding travel expenses and travel time when applicable. Any applicable training costs, not related to travel expenses, if applicable will be provided to the member prior the performance of any training. Training topics may include, but are not limited to: best practices for installation, product programming, product operation, and system	*

		configuration and optimization. Because our systems are customized to meet each Sourcewell and Canoe member's requirements, users typically have a full understanding of product operation prior to delivery. However, as always, Whelen remains committed to providing ongoing support after the sale to ensure a positive and successful experience throughout the product's life.	
42	Describe any technological advances that your proposed Solutions offer.	Whelen offers state-of-the-art solutions designed to provide first responders with the highest level of protection. Our advanced control systems can be programmed to automatically deliver situational awareness without requiring driver input. For example, when a vehicle's warning lights and sirens are activated, and the vehicle begins to brake, the system can automatically adjust the light flash pattern and change the siren tone to help safely clear an intersection. Another example is when a vehicle is in park with warning lights activated. If an officer opens the door, the end lights of the lightbar, or any other designated light, can be preprogrammed to automatically shut off. This prevents the officer from being silhouetted by flashing lights, increasing safety during roadside operations. Whelen also has a connected solution, branded Core+ and Whelen Cloud Platform (WCP). Core+ features include: • Geofencing: Automates' warning equipment and in-cab notifications. The user can select an area of the city/county/state that they would like the warning system to operate in a particular way. Example, if the vehicle is entering a busy intersection, the system can change the light pattern and siren tone to compensate for such change. If there is an area known to have blind corners or other obstacles, the in-cab speaker can send a warning message to the drive, "you are approaching a blind corner" or whatever the agency would like the message to say. • Over-the-Air-Updates: Allow the fleet manager, or other authorized manager, to update firmware, change vehicle configuration without the need to touch each vehicle. Premade messages can be also uploaded to each vehicle; this is ideal for parades or for use during disasters and can be created in multiple languages. • Core Lock: Locks the Core control system so unauthorized changes to the system can't be made. Whelen Cloud Platform, WCP, includes all the Core+ features plus: • Live Map: Fleet managers or admins can see where every vehicle is in their fleet on a detailed map. • Playback: Create a look back on specific time for reviewing vehicle location during a particular time period. This is beneficial in reviewing and optimizing routes, response times, etc. • Analytics: There is a variety of analytics, including vehicle status, operation hours, gun lock status, etc. • Alerts: Emailed, text or logging into the system, notifications on operating status. Internal vehicle temperature for use on K-9 vehicles to ensure the safety of the K-9. • Heatmap: Visual display of connected vehicles. • Preemption: Connected vehicles can automatically communicate with preemption devices and can change red lights to green to decrease response time. Different types of vehicles can have different priorities; Fire vehicles can have priority over police or DOT-type vehicles. • WCP is connected to third-party partners. These partners offer features to	*

		assist in fleet management and first responder safety, including Maintenance, Traffic Preemption and Digital Alert partners.	
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	Whelen Engineering Company, Inc. is committed to protecting the environment, the health and safety of our employees, and the community in which we conduct business. It is our policy to seek continual improvement throughout our business operations to lessen our impact on the local and global environment by conserving energy, water and other natural resources; reducing waste generation; recycling; and; reducing our use of toxic materials. We are committed to environmental excellence and pollution prevention, meeting or exceeding all environmental regulatory requirements, and purchasing products with greater recycled content with lower toxicity and packing that reduce the use of natural resources. Whelen Engineering Company, Inc. focuses on many continuous goals contributing to the overall Environmental Policy. The contributing goals to achieve the Environmental Policy are: • Increase renewable energy. • Increase recycling. • Reduce the amount of hazardous waste generated. • Reduce the use of toxic materials. • Conserve energy, water, and natural resources. • Reduce packaging and other waste. • Minimize supplier transportation. • Minimize operational waste.	*
44	Describe any third-party issued, eco-labels, ratings, or certifications that your proposed solutions hold.	Eco-labels, ratings, and certifications are not standard measurement frameworks within the industry we serve. As noted above, Whelen remains committed to continuous improvement through a range of ongoing initiatives aligned with our Environmental Policy, all aimed at reducing emissions and minimizing our environmental impact.	*
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	Whelen Engineering is the world's largest supplier of emergency warning equipment. We engineer, manufacture, and assemble our products entirely in the United States. With more engineers dedicated to developing innovative new products than all of our competitors combined, innovation is at the core of everything we do. Our vertically integrated manufacturing sets us apart. We design and populate our own printed circuit boards, mold our plastic components, build our cable harnesses, fabricate metal brackets, powder coat our products, metallize the reflectors we produce, and hard-coat our lenses, an offering no other lighting supplier provides as a standard option. Every product is then assembled, tested, packaged, and shipped from our two New England locations. By controlling every step of the process, from initial concept to final product, we ensure the highest levels of quality, consistency, and reliability.	*

		Whelen is also the only lighting company in our market to offer a true connected network through the Whelen Cloud Platform (WCP) and Core+. This advanced ecosystem enables all of the powerful features outlined in Section 42, further strengthening our leadership in the industry.	
--	--	--	--

Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
46	Minority Business Enterprise (MBE)	☐ Yes ☒ No	Whelen Engineering Company, Inc., is an Equal Employment Opportunity (EEO) employer and does not tolerate harassment, discrimination, or prejudice based on race, color, religion, sex (including sexual harassment and pregnancy discrimination), sexual orientation, gender identity, national origin, age, genetic information, protected veteran status, disability (physical or mental), or retaliation for protected EEO activity. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. Reasonable accommodations will be provided for applicants and employees with disabilities upon request. Furthermore, Whelen Engineering Company, Inc., intends that all matters related to employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, job titles, rates of pay or other forms of compensation, selection for training, including apprenticeship, as well as all Whelen Engineering Company, Inc., - sponsored social and recreational programs and treatment on the job, be free of unlawful discriminatory practices. The company also prohibits retaliation or punishment, including harassment, intimidation, threats or coercion, against employees and applicants for filing a complaint, opposing any discriminatory act or practice, or assisting or participating in any manner in a review, investigation, or hearing regarding Whelen Engineering Company's employment practices. Whelen Engineering Company complies with all Office of Federal Contract Compliance Program requirements for federal contractors and takes affirmative steps toward assuring EEO compliance throughout all levels of Whelen Engineering Company. We surveyed our distributors who are participating in the current Sourcwell agreement. We had roughly a 70% response rate. 20.51% answered yes to one or more of these questions.	*
47	Women Business Enterprise (WBE)	☐ Yes ☒ No	See above.	*
48	Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	See above.	*

49	Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	See above.	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	See above.	*
51	Small Business Enterprise (SBE)	☐ Yes ☒ No	See above.	*
52	Small Disadvantaged Business (SDB)	☐ Yes ☒ No	See above.	*
53	Women-Owned Small Business (WOSB)	☐ Yes ☒ No	See above.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
54	Describe your payment terms.	Payment terms are Net 30 days.	*
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	We accept payment by check, wire transfer, and credit card. For items purchased through an authorized participating distributor, payment must be made directly to the distributor from whom the purchase was made. While our participating distributors typically accept the same forms of payment, members should confirm accepted payment methods with the distributor directly.	
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	Whelen does not offer these services. This is not an option in our industry.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Whelen and our authorized participating distributors will accept purchase orders from Sourcewell and Canoe members, and these can be sent to the authorized participating distributor or to Whelen. Certain products require software to create lighting configurations (WeCad, Illumination Designer), or to program siren systems (Command). Additional information and downloads are available on the Whelen Engineering website, including: Software Downloads - Whelen Engineering, Login - Illumination Designer - Whelen. These tools enable Sourcewell members to configure products to meet their specific operational requirements. To utilize Core+ or the Whelen Cloud Platform (WCP), the end user must execute a Master Service Agreement, which may be updated	*

		from time to time. Please refer to the attached documentation for details. Mass Notification products offer two optional software packages. E1000 software for use with the E1000 consoles, the distributor programs the E1000 at time of installation. Members can download from Whelen's Mass Notification web site for free, if they want to make ongoing operational changes independently. Software Downloads - Whelen Mass Notification Siren Diagnostic & Programming Tool Software (Model: SDPTS13) is a service tool used at the siren site to manage Whelen Mass Notification Siren Systems. The authorized participating distributor will have a copy of this program. The Sourcewell member is not required to have a copy of this program. It allows users to configure the siren, by reading and/or modifying its setup while physically connected to the siren's ESC2020/ESC2030 Logic Board. It also provides diagnostic status by displaying static and dynamic system health information, including voltages, amplifier status, radio signal quality, system faults, the number of times the siren has been activated, and the installed firmware revision. For testing purposes, it also allows the local activation of tones, voice messages, and strobe functions. Key clarification: SDPTS13 is not a remote-control activation platform. It requires a direct local connection to the siren's controller via a DB9 M/F cable, provided with the software. The software is intended to be used by technicians for setup, testing, and troubleshooting in the field. If you have issues with the above links, for automotive, log into www.whelen.com and on the top banner, click on Software. Mass Notification, visit: www.whelenmassnotification.com/software-downloads. If you have any issues, please let us know, and we'd be happy to assist.	
58	Describe your pricing model AND quantify the proposed discount(s) offered. If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the "Master Agreement Price". B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted: (1) an active URL to a	Whelen is offering the following pricing: FYI: Automotive Price lists files are attached and may be found at: Downloads: Whelen brochures, catalogs product sheets, installation guides & technical info - Whelen Engineering. Mass Notification Price list is attached and not available online. Automotive: US customers: For automotive price list, PL26.0WL and PL26.0PAWL, as updated from time to time, a 42% discount will be offered on all list prices, (List – 42%). For installation of these products, the installation will be offered at the installing distributors' normal hourly rate, not to exceed \$149 per hour. Miscellaneous shop supplies will not exceed \$180 per vehicle. This includes items required to provide best practice installations, such as cleaning supplies, wire, wire harnesses, Cable Ties, Fuse and Fuse boxes, etc. Whelen Cloud Platform and Core+: There is no discount offered on this product, all prices are net. Automotive: Canadian customers, Canoe: For automotive price list, PL26.0WL and PL26.0PAWL, as updated from time to time, a 42% discount will be offered on all list prices (multiplied by the exchange rate at time of quote), (List – 42% plus exchange rate). For installation of these products, the installation will be offered at the installing distributors' normal hourly rate, not to	*

	current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional guidance.	exceed \$149 USD per hour (multiplied by the exchange rate at time of quote). Miscellaneous shop supplies will not exceed \$180 USD per vehicle (multiplied by the exchange rate at time of quote). This includes items required to provide best practice installations, such as cleaning supplies, wire, wire harnesses, Cable Ties, Fuse and Fuse boxes, etc. Tariffs, Duty and Custom charges are the responsibility of the Canoe Member. Mass Notification Product (MNP): US Customers: For MNP price list "Mass Notification List Price 2026" a 10% discount will be offered on all list prices, (List-10%). The Mass Notification Authorized Distributor may offer installation services at an additional charge. Freight: Prepay and Add to the invoice, or member may use their own freight company and freight billing account. Mass Notification Product (MNP): Canada Customers: For MNP price list "Mass Notification List Price 2026" a 10% discount will be offered on all list prices, plus the exchange rate at time of quote. (List-10% multiplied by the exchange rate.) The Mass Notification Authorized Distributor may offer installation services at an additional charge. Tariffs, Duty and Custom charges are the responsibility of the Canoe Member. Freight: Prepay and Add to the invoice, or member may use their own freight forwarder billing account. If there are any individual State, County, City, etc. Participating Addendum/contacts that require administration or other fees or requirements that are not mentioned in our offering, Whelen reserves the right to adjust the discount to take into account these extra fees/requirements. Whelen's Authorized Participating Distributors may offer directly related equipment and accessories and services that are complementary to our products being offered. They will be priced at a cost plus or at a discount off of list. Members should reach out to these participating distributors for pricing.	
59	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	Whelen Engineering and its authorized participating distributors do not offer standard volume-based discounts. However, Whelen or an authorized participating distributor may, at their discretion, offer discounted pricing to a specific member based on individual circumstances.	*
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	Whelen Engineering and its participating distributors offer a broad selection of sourced products that are used in conjunction with Whelen's product offerings. Pricing for these sourced products may be based on a discount from list price or MSRP, or may be provided on a cost-plus basis, depending on the product and supplier. Members are encouraged to request a quote from their preferred authorized vendor for specific pricing details.	*
61	Identify any element of the total cost of acquisition that is NOT included in the	Whelen and the authorized participating distributor may offer installation of the Whelen automotive Equipment. For automotive products (US), the installation will be offered at the	*

	pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges.	installing distributors' normal hourly rate, not to exceed \$149 per hour. Miscellaneous shop supplies will not exceed \$180 per vehicle. This includes items required to provide best practice installations, such as cleaning supplies, wire, wire harnesses, Cable Ties, Fuse and Fuse boxes, etc. For automotive products (Canada), the installation will be offered at the installing distributors' normal hourly rate, not to exceed \$149 USD per hour (multiplied by the exchange rate at time of quote). Miscellaneous shop supplies will not exceed \$180 USD per vehicle (multiplied by the exchange rate at time of quote). This includes items required to provide best practice installations, such as cleaning supplies, wire, wire harnesses, Cable Ties, Fuse and Fuse boxes, etc. Only items listed in the approved price lists and automotive install are considered contract items. All other items will be quoted as an open market item. Mass Notification Products, US and Canada: Our mass notification products are available throughout the United States and Canada via our authorized distributor network. Some distributors offer installation services directly, while the majority work with third-party installation partners to complete deployments. For more information regarding miscellaneous equipment, installation services, or local support, please contact your local authorized distributor, who will be able to supply a quote to members based on the agency's requirements.	
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	Whelen Engineering automotive product orders of \$100 or more are shipped freight prepaid within the contiguous United States and Canada. For shipments to Canada's Northern Territories, freight charges will be added to the invoice. Any additional fees, such as import taxes, duties, or related charges are the responsibility of the member. The selection of freight carriers is at the sole discretion of the shipper. Any other shipping method, premium, or expedited shipping services requested by the member will be the responsibility of the member, with all associated freight charges added to the invoice unless alternative arrangements are made in advance. Mass Notification products will have freight prepaid and added to the invoice, unless other arrangements are agreed to by both parties. The selection of freight carriers is at the sole discretion of the shipper. Any premium or expedited shipping services requested by the member will be the responsibility of the member, with all associated freight charges added to the invoice unless alternative arrangements are made in advance. Mass Notification products will have freight prepaid and added to the invoice.	*
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	Automotive product orders shipped to Alaska and Hawaii require a \$1,000 minimum order to qualify for free standard freight. Orders that do not meet the applicable minimums will have freight added to the invoice or shipped using another method as mutually agreed upon by the shipper and the member. Shipments to Canada's Northern Territories will have freight charges added to the invoice. Any additional fees, such as import taxes, duties, or related charges are the	*

		responsibility of the member. The choice of freight carrier is at the sole discretion of the shipper. Any other shipment method, premium, or expedited shipping methods requested by the member will be the responsibility of the member. Mass Notification products will have all freight charges added to the invoice, unless other arrangements are made and agreed to by both parties.	
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	Whelen and the authorized participating distributor may use any shipping method that meets the requirements stated in this document, including hand delivering the product. Participating distributors may have commodity items in stock for faster delivery.	*
65	Describe any self-audit processes or programs that you will employ to verify that Sourcewell participating entities have obtained Agreement pricing and to verify compliance with the resulting Agreement.	Whelen uses a quote system that calculates the Sourcewell-approved pricing and captures all the Sourcewell sales throughout the contract period. This system efficiently generate accurate sales reports at the conclusion of each quarter. All authorized participating distributors must agree to the terms and conditions of the Sourcewell contract as well as terms and conditions set forth by Whelen. The authorized distributor must remain in good standing, maintain appropriate inventory levels, provide both sales and contract administrator contact information, and agree to submit required quarterly sales reports in a timely manner. Distributors will either receive training or be provided with Whelen's current training materials to ensure a clear understanding of pricing requirements and the operational aspects of the cooperative contract. As with the current Sourcewell agreement, Whelen will issue quarterly reminders to its authorized participating distributors, and responses are required even if no sales occurred during the reporting period. If any issues are identified at any time, Whelen will address them promptly and implement any necessary pricing corrections without delay.	*
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	Whelen monitors key performance indicators (KPIs) on a quarterly basis to evaluate contract performance and adoption. These metrics include the market segments utilizing the contract, the percentage of authorized distributors actively participating, and overall sales performance. Under the current contract, sales have demonstrated strong exponential growth year-over-year, indicating increasing adoption across our distribution network and growing recognition of the value the contract provides to members. The continued addition of new distributors to the contract further reflects its success and expanding reach. Whelen remains committed to ensuring that all sales team members are properly trained and fully understand the structure and requirements of the contract. We will continue to provide access to designated contract specialists who are available to address questions and provide guidance as needed. Sales personnel will also be encouraged to attend Sourcewell University events held across the country to further strengthen their knowledge and support effective contract utilization.	*
67	Provide a proposed Administration Fee	Whelen Engineering proposes a 1% administrative fee, consistent with the percentage applied under our current contract. This administrative	*

	payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	fee will apply to all eligible contract items, net of any credits or returns, and exclude open-market items, freight charges, and non-product-related fees. Whelen requires its authorized participating distributors to submit quarterly sales reports to ensure timely and accurate reporting. These reports enable Whelen to promptly submit the required sales documentation and remit the applicable administrative fees for all Sourcewell and Canoe contract sales directly.	
--	--	---	--

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	Consistent with our standard market pricing typically offered to individual municipalities, universities, or school districts.	Whelen Engineering is committed to offering consistent and competitive pricing across all cooperative and state contracts. While the application of relative parity pricing may vary slightly to accommodate specific contract requirements, our overall approach is to maintain alignment wherever possible. Whelen currently participates in one cooperative contract and several state contracts, all of which utilize similar pricing structures that comply with their respective requirements and are consistent with the pricing proposed herein.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

#	Category or Type	Offered *	Provide a detailed description of all solutions offered.	
69	Law enforcement duty gear	☐ Yes ☒ No	Not Offered.	*
70	Traffic safety enforcement equipment, devices,	☒ Yes ☐ No	#70 Whelen delivers a comprehensive portfolio of solutions for the emergency services market, spanning everything from lightbars, sirens, and speakers to dash and deck lighting, warning beacons,	*

	and instruments		and large outdoor siren systems. This is further complemented by advanced control systems and cloud-based solutions, enabling an end-to-end ecosystem that supports agencies across their full operational needs.	
71	Crime scene management and evidence collection equipment and supplies	☐ Yes ☒ No	Not Offered.	*
72	Tactical and Explosive Ordnance Disposal (EOD) equipment (with the exception of those items excluded in subsections 2. or 3. below)	☐ Yes ☒ No	Not Offered.	*
73	Services related to the respondents offering of the solutions in subsections 1. a. – d. above, such as training, installation, testing, maintenance, warranty programs, and technical support	☒ Yes ☐ No	Installations: Most of Whelen's automotive authorized participating distributors also provide installs, which is being offered by Whelen for consideration under this new Sourcewell opportunity. Whelen performs training session to assist our installing distributors with best practices when it comes to installation and these are offered both on-line and in-person. Training: Whelen's automotive team along with our representatives and authorized participating distributors will continue to fully support members with any questions related to product operation and functionality. In many cases, this support includes onsite visits to ensure that members select the appropriate products suited to their specific operational requirements. Our product offerings are straightforward and require minimal training at the user level, as participating distributors typically program the products prior to delivery and/or final acceptance by the member. Training and support are not mandatory but are available whenever requested. All training sessions are tailored to the member's needs and may be conducted in a variety of formats, including onsite at the member's facility, virtual meetings (Teams, video calls, or conference calls), at the Whelen factory, or at regional locations. Training is generally provided at no cost to the member, excluding travel expenses and travel time when applicable. Any applicable training costs, not related to travel expenses, if applicable will be provided to the member prior to the performance of any training. Training topics may include, but are not limited to best practices for installation, product programming, product operation, and system configuration and optimization can be supplied by our vast distributor network but mainly is supported directly by Whelen. Mass Notification provides consistent, product-focused training for both distributors and end users. These training sessions are specifically designed around the Mass Notification product line to ensure comprehensive understanding and effective use. The majority of training is conducted at Whelen's corporate	*

			headquarters at no cost; however, attendees are responsible for their own travel related expenses. Whelen offers technical assistance from our Connecticut location, however our representatives and authorized participating distributor are very knowledgeable and can help with technical questions, maintenance and training questions. Warranty is covered by either the Whelen Automotive or Mass Notification warranty listed in #75 below.	
74	Please describe other Solutions not specifically mentioned in this Table 7A, that are within the scope of this RFP	☐ Yes ☒ No	Not Offered.	*

Table 7B: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *	
75	Describe in detail warranties and extended warranties offered and how they will be administered, including any repair services provided under warranty. Include whether coverage applies to all products, parts, labor, technician travel, and geographic locations.	Whelen operates factory service centers, and our warranty is provided directly by us, the manufacturer. This enables Sourcewell and Canoe members to work directly with Whelen for support and service whenever they choose. To further reduce downtime for emergency vehicles, we maintain a warranty and service center in Canada, eliminating delays often associated with cross border shipping and customs processing. Our Connecticut service department typically completes repairs within one to two working days of receiving the product. In addition, our extensive network of outside sales and service personnel—along with our independent representatives and authorized distributors—is always ready to assist with any service issues a member may encounter. Automotive Products: Whelen's warrants products of its manufacture against defects in material and workmanship. This is provided that the product has been installed and operated in accordance with the manufacturer's recommendations. This warranty is between the first purchaser (ultimate user) only and Whelen Engineering Company, Inc. (manufacturer). No prior authorization is required for returning Whelen products for warranty consideration. Each Whelen product sold is covered only by the official warranty in effect at time of purchase. Whelen agrees that the Whelen Factory Repair Center or an Authorized Whelen Repair Center† will repair or replace (the Repair Center's option) any parts or electronic assemblies of the unit which disclose a defect in material or workmanship during the warranty period (see below). The Whelen Repair Center will return the repaired unit, with the transportation cost prepaid by Whelen via UPS Ground, per Whelen's current freight policy. In the event that Whelen determines, in its sole discretion, that it cannot repair or replace a particular product, for any reason including but not limited to end of life of the particular product, Whelen will replace it with a similar product (as determined by Whelen in its sole discretion) or repay the per-piece prorated amount as determined by Whelen for the irreparable item. This warranty and the repair-and-replace remedy are not applicable to any Whelen product that has failed from damage as a result of incompatible chemicals (including de-icing or road treatment) or cleaning products; or due to	*

		abuse, misuse, improper installation, excessive voltages, or alterations to the product that affects, in the manufacturer's judgment, intended use and service. Whelen will not be held liable for any incidental or consequential damages and assumes no responsibility or liability for expenses incurred in the removal and/or re-installation of products requiring service and/or repair; nor the packaging, handling, and shipping to the Factory Repair Center or Authorized Whelen Repair Center†; nor for the handling of products returned from the repair center after service or repair. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Whelen Engineering Company, Inc. reserves the right to modify this warranty statement at any time; or discontinue, modify, or upgrade any products of its manufacture with design improvements without prior notice. The use of magnetic or vacuum/suction mounted warning lights mounted on the roof or exterior of a vehicle in motion is at the sole discretion and risk of the user. Whelen Engineering makes no warranties or guarantees of equipment used in this way. All power plugs/cigar plugs, incandescent and halogen bulbs, polycarbonate/plastic materials, radar products, aviation equipment, industrial products and high-power voice/siren systems are not covered by this warranty (see applicable warranty statement). All Non-Whelen manufactured items that are sold by Whelen are covered by that manufacturer's warranty and are excluded from this warranty statement (such as Miovision Emitters or *Antennas). This warranty will be void when using or substituting other than all-genuine Whelen system components, such as remote head assemblies, xenon flash tubes, shielded cables, strobe power supplies, siren amplifiers, and siren speakers. This warranty gives you specific rights, and you may also have other rights which vary from state to state. STANDARD / 2-YEAR WARRANTY Whelen products are covered by a direct warranty for up to a maximum of two years from date of purchase (not to exceed three years from the date of manufacture), with proof of purchase for items that are not listed below. In accordance with the policy statement described herein, the product may be returned directly to the factory or to an Authorized Whelen Repair Center† for warranty consideration. Whelen siren speakers, when used with a Whelen siren amplifier, are covered by a 2-year warranty from the date of manufacture. For warranty consideration, the siren speakers are subject to the conditions and steps described herein. SIRENS, LED PRODUCT, CONTROL HEADS AND SWITCH BOXES 10-Year Warranty*: Product dated 1/2023 or after *CenCom Core® and WeCanX® peripherals: Electronic circuit boards are covered by a 10-year warranty for products manufactured on or after 01/2023. LED Lightheads: Field Series®, ION®, T-Series™, Mega T-Series, Mini T-Series, M-Series®, Vertex™, Micron™, U-Series™, V23™ Series, Strip-Lite™ Plus, DOT-400, Inner Edge® FST™/RST™/XLP, Liberty™ II, Freedom® IV, Legacy®, VXE™ Series, and WeCanX 2250 Series. 5-Year Warranty: 295HFS, 295SLS, 295SSA, and 295SDA: Electronic circuit boards are covered by a 5-year warranty. LED lightheads not listed in the 10-Year Warranty section: the electronic circuit boards are covered by a 5-year warranty. LC/HC I/O Boards, and Flashers: Electronic circuit boards are covered by a 5-year warranty. 2-Year Warranty*:	
--	--	---	--

		Product dated 1/2023 or after *CenCom Sapphire™, *Carbide™, 295SL100 Series, Howler™, Alpha™, Beta™, Epsilon™, HHS, WPS, WSS, PAP112, and PAH112 Series: Electronic circuit boards are covered by a 2-year warranty. *WeCan® I/O Boards are covered by a 2-year warranty. Economical Sirens, Airhorns, Traffic Advisor™ Control Heads, and Switch Boxes: Electronic circuit boards are covered by a 2-year warranty. Mechanical components, i.e., Switches, relays, microphones, housings, mounting brackets, and hardware are covered for 2 years for defect in material or workmanship. All other electronic circuit and I/O boards not expressed herein are covered by a 2-year warranty. Warranty starts from date of manufacture. All other electronic circuit and I/O boards not expressed herein are covered by a 2-year warranty. Warranty starts from date of manufacture. 12-MONTH WARRANTY — BACK-UP ALARMS : Whelen Back-Up Alarms are covered by a 12-month warranty and are subject to the conditions and steps described herein. 6-MONTH WARRANTY — STROBE POWER SUPPLIES/FLASH TUBES AND OBSOLETE/ DISCONTINUED PRODUCTS: If an obsolete/discontinued “Whelen” brand product is returned to Whelen within 6 months of the date which is affixed to the unit, Whelen will repair or replace that unit free of charge ONE TIME ONLY, subject to the conditions and steps herein. WHELEN ENGINEERING COMPANY OUT-OF-WARRANTY FACTORY REPAIR PROGRAM*: *If found to be repairable, the Whelen Factory Repair Center (only) will repair Non-Lightbar Electronic Strobe Power Supplies for \$264.00 each. All other repairs (nonstrobe) will be \$211.00 per unit. This does not include replacement of any other electro-mechanical parts including flash tubes, polycarbonate domes, motors, or hardware items. Follow the “Steps to Be Taken for Return” noted below and include a check or money order. For Whelen products older than 10 years, repair charges will be determined upon examination only (minimum charge is \$316.00). Contact the factory service center for further details. determined upon examination only (minimum charge is \$316.00). Contact the factory service center for further details. Whelen’s warranty on Whelen Mass Notification Products is limited to the following: For a period of 24 months from the date of manufacture, Whelen will repair* or replace at its option, defective modules, which are manufactured by Whelen Engineering Company, Inc. in their entirety, and are returned by the customer via prepaid freight. Whelen will return repaired modules via prepaid ground transportation if shipping address is within the 48 contiguous states or District of Columbia. Repaired modules shipped outside of the 48 contiguous states or District of Columbia are at customer’s expense. Excluded from warranty consideration is any loss arising from vandalism, tampering, misuse, improper installation, environmental damage or alterations to the product. A “pass-through” warranty is offered for products manufactured by other companies that are sold with Whelen Mass Notification Products. Typical examples of such products include, but are not limited to: computers, printers, weather data sensors, un-interruptible power supplies, and batteries. Warranties on these products are “pass-through”, meaning the equipment warranty will be limited to that offered by the equipment’s original manufacturer	
--	--	---	--

		and that the warranty will exist solely between the manufacturer and end user. Exceptions will be by prior contractual agreement only. For a three-year period following the 24 month warranty, Whelen will repair defective modules, which are manufactured in their entirety by Whelen and are returned to Whelen via prepaid freight for a flat fee of \$125. Whelen reserves the right to determine if the unit is repairable. This offering is limited to defective modules, exclusive of any loss arising from vandalism, misuse, improper installation, tampering or environment damage. Whelen warrants its repair of defective modules for a period of one year. Whelen will not be held liable for any incidental or consequential damages, and assumes no responsibility or liability for expenses incurred in the removal and/or reinstallation of products requiring service and/or repair, nor the packaging, handling and shipping to the Factory Repair Center; nor for the handling of products returned from the repair center after service or repair. Failure to use the batteries recommended by Whelen Engineering Company, Inc. will void your warranty. There are no warranties, expressed or implied, including, but not limited to, any implied merchantability or fitness for a particular use. Whelen Engineering Company, Inc. reserves the right to discontinue, modify, or upgrade any products of its manufacture with design improvements without prior notice. This Warranty gives you specific rights and you may also have other rights which vary from state to state. These warranties may be updated from time to time at the sole discretion of Whelen.	
76	Demonstrate your ability and experience in providing solutions to Military agencies.	Whelen maintains a dedicated team that works directly with military agencies to support product selection and deliver tailored solutions for their emergency warning needs. We have proudly served the military sector for decades, providing reliable products and expertise. Our commitment remains steadfast in supporting all customers with best-in-class solutions and exceptional service to meet the most demanding operational requirements.	*
77	Describe how your company ensures product quality, safety, and compliance with applicable industry standards.	Whelen employs more than 2,000 team members and operates two advanced manufacturing facilities in New England, one in Connecticut and one in New Hampshire. Whelen designs and manufactures all components in-house, including plastic molding, metalizing plastic parts, hard-coated lenses and domes for long life (we are the only manufacturer in our industry that offers hard-coated lenses as standard), building wire and wire harness assemblies, populating PC boards, and assembling all lights, sirens, and speakers. While this represents a substantial undertaking, it provides complete control over quality, consistency, and performance—ensuring that every product meets Whelen’s rigorous standards. Whelen is ISO 9001 certified and AMECA certified, with an AMECA-certified laboratory on-site for testing our lights and siren products to ensure they meet or exceed SAE, Triple K, and NFPA requirements. Where applicable, our products are UL Listed in the US and Canada. Whelen provides its installing distributors with access to the Whelen Engineering Vehicle Technician (WEVT) Training Program. This program enables our premier installation partners to expand their technical expertise and improve installation efficiency, ensuring all Whelen equipment is installed in accordance with industry best practices. We also provide Master Tech Training to our distributor network. This thorough	*

		8-hour course can be conducted in person or online. It aims to deepen understanding of Whelen hardware and improve proficiency with Whelen software. After completing the course, distributors will have the skills needed to operate Whelen products and applications effectively and accurately, leading to higher-quality installations and better performance for their customers.	
--	--	--	--

Table 8: Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

Line Item 77. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) **via redline in the Master Agreement Template provided** in the "Bid Documents" section. Proposer must upload the **redlined Master Agreement Template, in Microsoft Word format** in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Response *
	No

Table 9: Selected Bid Pricing Line Items *****NOT SCORED*****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.

#	Product Category	Unit Price or Range	Discount Range
78	Fully Rugged Laptop		
79	Semi-Rugged Laptop		
80	Rugged Tablet		
81	Radar Speed Sign		
82	Speed/Message Trailer		
83	Duty Holster		
84	Tactical Flashlight		
85	Handcuffs		
86	Portable LED Scene Light		
87	Evidence Bags		
88	Evidence Markers		
89	Crime Scene Tape		

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - PL26.0WL. Extended.zip - Tuesday May 26, 2026 14:13:39
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Webinar Mandatory Whelen & Sourcewell Contract Review-20250113_203834-Meeting Recording.mp4 - Tuesday May 26, 2026 14:58:44
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - MSA for WCP.pdf - Tuesday May 26, 2026 14:51:18

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Craig Szymanski, Director of Sales Administration, Whelen Engineering Company, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Law_Enforcement_Equipment_RFP_061626 Tue June 2 2026 03:38 PM	☒	2
Addendum_2_Law_Enforcement_Equipment_RFP_061626 Thu May 21 2026 04:03 PM	☒	1
Addendum_1_Law_Enforcement_Equipment_RFP_061626 Tue May 12 2026 04:30 PM	☒	3