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MASTER AGREEMENT #061626
CATEGORY: Law Enforcement Equipment
SUPPLIER: Industrial Strength Industries LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Industrial Strength Industries LLC, 732 Sound View Road, Oyster Bay, NY 11771 (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.

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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.

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

K. **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell 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 Sourcewell 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 Sourcewell 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. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell 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

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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.

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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.

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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.

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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.

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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.

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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	Industrial Strength Industries LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Ara Basmajian A2CEA7CAD7FD4EA...
By: _____	By: _____
Jeremy Schwartz	Ara Basmajian
Title: Chief Procurement Officer	Title: Director of Sales
Date: 10/9/2026 | 11:00 AM CDT	Date: 10/9/2026 | 10:30 AM CDT

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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 "Anit-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

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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).

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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,

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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.

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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** a**nd Video Surveillance Services** o**r 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** f**or 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

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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;

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

- 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;

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

(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

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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.

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

RFP 061626 - Law Enforcement Equipment

Vendor Details

Company Name:	Industrial Strength Industries LLC
Does your company conduct business under any other name? If yes, please state:	NY
Address:	732 Sound View Road OYSTER BAY, NY 11771
Contact:	Sheila White
Email:	sales@industrialstrengthsupply.com
Phone:	203-979-6700
Fax:	516-413-2251
HST#:	47-2762630

Submission Details

Created On:	Monday June 01, 2026 15:03:01
Submitted On:	Monday June 15, 2026 12:33:09
Submitted By:	Sheila White
Email:	sales@industrialstrengthsupply.com
Transaction #:	980b8ac6-6fd0-4a6d-bb8d-7704fedb315a
Submitter's IP Address:	10.13.0.10

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

Specifications

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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.	Industrial Strength Industries	*
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.	Y	*
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.	NA	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	80LY2	*
5	Provide your NAICS code applicable to Solutions proposed.	332999, 339113, 333112,333991,334220,336612,339920,339999,423490,423830,423910, 423990,811310	
6	Proposer Physical Address:	732 Sound View Road Oyster Bay, NY 11771	*
7	Proposer website address (or addresses):	www.IndustrialStrengthSupply.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.	Ara Basmajian - 732 Sound View Road Oyster Bay, NY 11771 Director of Sales 516-413-2251 ara@indsutrialstrengthsupply.com	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Ara Basmajian - 732 Sound View Road Oyster Bay, NY 11771 Director of Sales 516-413-2251 ara@indsutrialstrengthsupply.com	*
10	Identify the Proposer’s other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Sheila White Executive Administrator 340 Valley Road Cos Cob, CT 06807 203-979-6700	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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.	Industrial Strength Industries was founded to address the needs of law enforcement, first responders, and industrial clients in New York State who seek to include small businesses in their supply chain. With over 25 years of experience, Industrial Strength Industries can assist you in meeting your diversity and small business goals.	*
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	We anticipate providing law enforcement agencies with disciplined, compliant law-enforcement equipment centered on breaching/tactical entry, duty/tactical accessories, CBRN/decon, and possibly helmets/shields that fall within the scope of the contract	*
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 PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.	years in business = 12 years 2025 Revenue 5+ million. Projected 2026 6million-7million	*
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.	Number of government entities we have served over last 3 years = 50 Total number of states we have made sales = 40 states	*
15	Describe your Canadian market share for your proposed	None	*

	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.		
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.	none	*
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.	none	*
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	yes. award for service for NYPD emergency Service, 2025	*
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%.	100%	*
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%.	0%	*
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.	GSA Advantage, Texas Department of Public Safety,	*
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 # 47QSHA19D0053 Texas Department of Public Safety Contract # 004214	*

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 *	
Nassau County Police - ESU Unit	Kevin Probst KProbst@PDCN.ORG	516-573-8240	*
NYPD SRG	Alberto Alicea ALBERTO.ALICEA@nypd.org	917-826-1570	*
Suffolk County Sheriff's Office	Marco Calise marco.calise@suffolkcountyny.gov	631-316-0980	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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?	Industrial Strength Industries, LLC ("ISI") is best described as a distributor, dealer, reseller, and value-added supplier. ISI is not the original manufacturer of the products proposed under this RFP. ISI supplies law enforcement, tactical, search and rescue, safety, scuba/marine, and industrial equipment through established manufacturers, authorized distributors, and supplier partners. For the product lines proposed, ISI will provide manufacturer or authorized distributor documentation where applicable. ISI does not operate a separate dealer network for this contract. Sales, quoting, order management, customer coordination, warranty facilitation, and post-sale support will be handled directly by ISI personnel. When manufacturer-level technical support, warranty service, training, or specialized assistance is required, ISI will coordinate directly with the applicable manufacturer or authorized supplier partner. This structure gives Sourcewell Participating Entities a single point of accountability through ISI while preserving access to manufacturer warranties, technical expertise, and product support.	
25	Describe your sales 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.	ISI supports the requested solutions through a direct sales and customer support team focused on government, law enforcement, public safety, education, and institutional customers. ISI's primary sales coverage is based in the Northeast, with tactical/SAR and scuba/marine support led from New York, general sales support from Connecticut, and industrial/safety support from Florida. ISI also serves customers nationally through its manufacturer and authorized supplier relationships. Direct FTE support for this contract is as follows: Government / Public Safety: 2 Education / Institutional: 1	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

		Sales Administration / Order Support: 2 Customer Service / Warranty Coordination: 2 ISI's sales and service functions overlap. The same ISI personnel who support quoting and customer requirements also assist with order coordination, delivery tracking, warranty facilitation, and post-sale support. When specialized technical, warranty, training, or product support is required, ISI coordinates directly with the applicable manufacturer or authorized supplier partner. ISI does not use a separate dealer network for this contract. Customer communication, quoting, order management, and contract support will be handled directly by ISI.	
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.	ISI will deliver the requested solutions directly to Sourcewell Participating Entities. ISI does not intend to use a separate company-owned or independent dealer network for this contract. ISI's distribution model is based on direct customer support from ISI personnel, supported by its network of manufacturers, authorized distributors, and supplier partners. ISI coordinates sourcing, quoting, order management, delivery, warranty facilitation, and post-sale support directly with the customer. ISI's primary sales and support presence is based in the Northeast, with additional support from Connecticut and Florida. ISI can support customers nationally through direct shipment, manufacturer drop-shipments, authorized distribution channels, and supplier-partner logistics. Where specialized technical support, training, warranty service, or product-specific assistance is required, ISI will coordinate directly with the applicable manufacturer or authorized supplier partner.	*
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.	ISI's service force is handled directly by ISI personnel, with support from applicable manufacturers, authorized distributors, and supplier partners when product-specific technical, warranty, training, or repair support is required. ISI's primary service and customer support presence is based in the Northeast, with additional support nation-wide. ISI supports Participating Entities nationally through direct customer coordination, manufacturer support channels, authorized service resources, and supplier-partner logistics. • Direct FTE support for this contract is as follows: • Government / Public Safety: 2 • Education / Institutional: 1 • Customer Service / Warranty Coordination: 2 • Sales Administration / Order Support: 2 ISI's sales and service functions overlap. The same personnel involved in customer requirements, quotations, and order management also assist with delivery tracking, warranty facilitation, issue resolution, and post-sale support. For specialized service needs, ISI coordinates	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

		directly with the applicable manufacturer or authorized service provider.	
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.	ISI's ordering process begins with direct consultation to understand the Participating Entity's operational requirement, product specifications, quantities, delivery needs, and any applicable procurement or funding requirements. After confirming the requirement, ISI provides a written quote using the applicable Sourcewell contract pricing. Once the customer issues a purchase order, ISI reviews the order for accuracy, confirms product availability, coordinates with the applicable manufacturer or authorized supplier partner, and provides order acknowledgment. ISI manages the order through fulfillment, including sourcing, shipment coordination, delivery tracking, and customer communication. Products may ship directly from ISI, the manufacturer, or an authorized distribution partner, depending on the item and availability. ISI remains the customer's primary point of contact throughout the process and supports warranty facilitation, documentation, issue resolution, and post-sale assistance after delivery.	*
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.	ISI's customer service program is managed directly by ISI personnel from initial inquiry through post-sale support. Customers may contact ISI by email or phone for quotations, order status, delivery updates, warranty assistance, product questions, or issue resolution. ISI's standard response goal is to acknowledge customer inquiries within one business day. Urgent public safety, law enforcement, or operational issues are prioritized for same-day review whenever possible. Once an issue is received, ISI identifies the order, product, customer requirement, and nature of the problem, then coordinates with the applicable manufacturer, authorized distributor, freight provider, or service partner as needed. Routine questions, quote updates, and order status requests are typically resolved within one to two business days, depending on manufacturer or supplier response time. Shipping, backorder, warranty, or technical issues are monitored until resolved, with customer updates provided as information becomes available. Escalation begins with ISI's customer service or sales representative and moves to ISI management if the issue involves delivery delays, incorrect products, warranty disputes, technical concerns, or mission-critical requirements. When manufacturer-level support is required, ISI coordinates directly with the manufacturer or authorized service provider and remains the customer's primary point of contact. ISI does not use incentive-based service providers for this contract. Service quality is maintained through direct accountability, long-term supplier relationships, repeat public-sector business, and ISI's commitment to responsive support for law enforcement, government, education, and public safety customers.	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	ISI has the capability to provide the requested solutions to Sourcewell Participating Entities throughout the United States. ISI currently serves federal, state, local, law enforcement, public safety, and institutional customers and has experience fulfilling significant government and law enforcement orders. ISI holds a GSA MAS contract and maintains established relationships with manufacturers, authorized distributors, and supplier partners across the tactical, law enforcement, CBRN, safety, rescue, marine, and industrial markets. Orders will be supported directly by ISI personnel, with national fulfillment through direct shipment, manufacturer shipment, authorized distribution channels, and supplier-partner logistics. ISI will manage customer communication, quoting, order processing, delivery coordination, warranty facilitation, and post-sale support. This structure allows ISI to provide Sourcewell Participating Entities with a single point of accountability while leveraging national manufacturer and distribution resources to support agencies across the United States.	*
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ISI can support Sourcewell Participating Entities in Hawaii, Alaska, and U.S. Territories, subject to product availability, manufacturer restrictions, freight carrier availability, and any applicable federal, state, territorial, or local laws. Freight would FOB origin for anything shipping outside CONUS • Orders to Hawaii, Alaska, and U.S. Territories may require additional shipping time, freight charges, export/control review, or special handling depending on the product type, destination, size, weight, and manufacturer shipping policy. Any such requirements will be identified during the quotation process whenever known. • Certain regulated, tactical, CBRN, optical, electronic, or law enforcement products may be subject to manufacturer, agency, end-user, export-control, or destination restrictions. ISI will review these requirements on a case-by-case basis and coordinate with the applicable manufacturer or authorized supplier partner before order acceptance. • ISI will communicate any delivery limitations, added costs, documentation requirements, or restrictions to the Participating Entity prior to order fulfillment.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	ISI can support Sourcewell Participating Entities in Canada on a case-by-case basis, subject to product availability, manufacturer authorization, import/export duties & requirements, customs duties & requirements, freight carrier costs, freight carrier availability, and applicable Canadian federal, provincial, and local laws. For Canadian orders, ISI will review the requested products, destination, end user, shipping requirements, and any applicable regulatory or manufacturer restrictions before order acceptance.	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

		Certain tactical, CBRN, optical, electronic, or law enforcement products may require additional documentation, export-control review, restricted end-user verification, or manufacturer approval. Where available, ISI will fulfill Canadian orders through direct shipment, manufacturer shipment, authorized distribution channels, or supplier-partner logistics. ISI will identify any added freight, customs, duties, taxes, documentation requirements, or delivery limitations during the quotation process whenever known. ISI will remain the Participating Entity's primary point of contact for quoting, order coordination, delivery tracking, warranty facilitation, and post-sale support.	
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	ISI intends to serve Sourcewell Participating Entities throughout the United States. ISI can also support Canadian Participating Entities on a case-by-case basis, subject to product availability, manufacturer authorization, import/export duties & requirements, customs duties & requirements, freight carrier availability, Freight carrier costs, and applicable laws. ISI does not identify any U.S. state as excluded from service under the proposed agreement. Orders to Alaska, Hawaii, U.S. Territories, remote locations, or Canada may require additional shipping time, freight charges, documentation, or manufacturer review depending on the product and destination. Certain tactical, CBRN, optical, electronic, or law enforcement products may be subject to manufacturer, export-control, end-user, or destination restrictions. Any limitation will be identified during the quotation and order review process before acceptance.	*
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.	ISI does not intend to exclude any account type or Participating Entity type identified in the RFP from access to the proposed solutions. Access may vary only where required by applicable law, regulation, manufacturer policy, end-user restrictions, export-control requirements, funding restrictions, or product-specific limitations. Certain tactical, CBRN, optical, electronic, or law enforcement products may require verification that the purchasing entity is an eligible government, law enforcement, public safety, security, or authorized institutional user. If any restriction applies to a specific product or customer type, ISI will identify it during the quotation and order review process before accepting the order.	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. ISI will extend the terms of any awarded Sourcewell master agreement to eligible nonprofit entities, provided they qualify as Sourcewell Participating Entities and are authorized to purchase under the agreement. All purchases will remain subject to applicable laws, product restrictions, manufacturer requirements, end-user eligibility	*

		requirements, and any contract terms established by Sourcewell.	

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.	ISI will actively market any awarded Sourcewell master agreement to eligible government, law enforcement, public safety, education, tribal, nonprofit, and institutional customers. ISI's marketing strategy will focus on agencies with a need for the proposed law enforcement equipment, including police departments, sheriff's offices, state police, corrections agencies, campus police, tactical teams, emergency management offices, and public safety procurement departments. Marketing methods will include direct email outreach, phone outreach, customer-specific quotations, product flyers, capability statements, website updates, manufacturer-supported product information, and promotion through existing customer relationships. ISI will also reference the Sourcewell contract in appropriate sales materials, quotes, and customer communications. Within 30 days of award, ISI will update its website and sales materials to reference the Sourcewell contract. Within 60 days, ISI will begin targeted outreach to existing and prospective public-sector customers. Within 90 days, ISI will conduct focused outreach to priority agencies and departments, including law enforcement, corrections, campus safety, and public safety procurement contacts. ISI will use its existing marketing materials, including its company capability statement, product catalog, GSA product flyer, and Texas DPS contract flyer, as examples of its ability to promote contract vehicles and product solutions to government and public safety customers. ISI will tailor similar materials for the Sourcewell contract if awarded.	*
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.	ISI uses digital tools to support targeted marketing, customer communication, and contract promotion. ISI will use its website (industrialstrengthsupply.com), instagram (@industrial_strength_industries + @longislandSWATchallenge), email outreach, digital product flyers, capability statements, and manufacturer-provided digital materials to promote any awarded Sourcewell contract. ISI's website will be updated to reference the Sourcewell contract and applicable product categories. ISI will also use targeted email campaigns to reach government, law enforcement, public safety, education, and institutional customers. Email and customer outreach may be organized by agency type, product interest, geography, prior purchasing activity, and applicable contract vehicle. ISI may use social media platforms, including LinkedIn, to promote contract availability, product highlights, supplier capabilities, and	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

		customer-facing announcements. ISI will also use digital PDFs, product links, manufacturer data sheets, and contract-specific flyers to support sales outreach. ISI will use available customer and sales data to identify relevant agency segments, track outreach activity, monitor customer interest, and prioritize follow-up. This approach helps ISI focus marketing efforts on Participating Entities most likely to need the proposed law enforcement equipment solutions.	
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	Sourcewell's role is to provide the cooperative contract platform, conduct the competitive solicitation process, award and administer the resulting master agreement, and make contract information available to eligible Participating Entities. ISI understands that Sourcewell may list awarded contracts on its website, provide contract documentation, support contract awareness, and assist Participating Entities in understanding how to access the agreement. ISI also understands that Sourcewell does not guarantee sales volume or replace the supplier's responsibility to market the contract. ISI will take primary responsibility for promoting its awarded Sourcewell agreement, educating customers on available solutions, providing quotes, and supporting Participating Entities through the purchasing process.	*
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	Industrial Strength Industries will integrate the Sourcewell agreement into its sales process by incorporating contract information into customer communications, quotations, and sales discussions. All eligible government and education customers will be informed of available Sourcewell contract pricing and purchasing options, ensuring they can take advantage of the agreement's benefits and streamlined procurement process.	
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.	Yes. ISI's solutions are available through e-procurement ordering where applicable, including through its GSA MAS contract on GSAAdvantage. Government customers may access contract information, awarded products, pricing, and ordering procedures through GSAAdvantage and issue electronic orders under ISI's GSA contract. For Sourcewell, ISI will support e-procurement by providing electronic quotes, digital product information, contract pricing, email-based order coordination, and purchase order processing. ISI can also coordinate with Participating Entities that use internal procurement systems, provided orders are issued in accordance with the awarded Sourcewell agreement. As an example, federal government customers have successfully used ISI's GSA MAS contract to purchase law enforcement and tactical equipment through established government ordering procedures. ISI supports those orders through electronic quoting, purchase order review, order acknowledgment, fulfillment coordination, and post-sale support.	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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.	Training may be available for certain products proposed by ISI, depending on the product line, manufacturer, customer requirement, and scope of purchase. Basic product information, user documentation, specification sheets, and warranty information are provided as standard where available. Product-specific training, familiarization, installation support, maintenance guidance, or technical instruction may be provided by the applicable manufacturer, authorized trainer, supplier partner, or service provider. Training may be delivered by webinar, virtual meeting, phone support, written materials, manufacturer videos, or in-person instruction when available and appropriate. Any required or optional training costs will be identified during the quotation process. If training is included in the product price or provided at no additional charge, ISI will identify that in the quote. ISI will coordinate training requests directly with the Participating Entity and the applicable manufacturer or authorized supplier partner.	*
42	Describe any technological advances that your proposed Solutions offer.	ISI's proposed solutions include modern law enforcement and tactical equipment designed to improve officer safety, operational effectiveness, durability, and mission readiness. Examples of technological advances include lightweight helmet systems with modular accessory rails and NVG compatibility; advanced optics, night vision, and aiming systems; remote switches and mounting solutions for improved weapon-mounted accessory control; CBRN respiratory protection and decontamination products for fentanyl, TIC/TIM, and hazardous exposure response; tactical lighting and helmet lighting; and advanced breaching tools designed for speed, durability, and reduced operational noise. ISI also offers products with improved materials, reduced weight, modular configurations, enhanced durability, and compatibility with existing law enforcement equipment platforms. These technologies allow Participating Entities to configure solutions for patrol, tactical response, corrections, EOD support, campus safety, and other public safety missions.	*
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each	ISI supports sustainability through responsible sourcing, consolidated purchasing, efficient order coordination, and use of durable, long-life equipment designed to reduce premature replacement. Where available, ISI will provide manufacturer-specific sustainability, environmental, packaging, recycling, energy efficiency, or compliance information for products proposed under the contract.	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

	initiative.	Any product-specific sustainability certifications or environmental attributes will be identified at the product or manufacturer level when applicable and available.	
44	Describe any third-party issued, eco- labels, ratings, or certifications that your proposed solutions hold.	Where applicable, ISI will provide product-specific or manufacturer-specific documentation for any third-party eco-labels, ratings, recycling programs, environmental certifications, or compliance attributes available for the proposed products. These may vary by manufacturer, product line, and model. If a Participating Entity requires a specific eco-label, rating, or certification, ISI will review the requirement and identify products that meet or support that standard when available.	*
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?	ISI's unique advantage is its combination of its certified woman-owned small-business status, public-sector contract experience, and specialized access to mission-critical tactical, law enforcement, SAR, scuba/marine, safety, and industrial product lines. ISI is a Woman-Owned Small Business with WOSB, NYS WBE, and NYC WBE certifications, allowing Participating Entities to support supplier diversity goals while purchasing operationally proven equipment. ISI also holds a GSA MAS contract and a Texas DPS contract, demonstrating experience supporting government purchasing requirements. Unlike general catalog suppliers, ISI focuses on specialized equipment used by law enforcement, tactical teams, first responders, marine units, and public safety agencies. ISI's past performance includes significant law enforcement and federal orders, giving Participating Entities confidence that ISI can support mission-critical requirements, coordinate with manufacturers, and provide responsive service. These advantages are meaningful because Participating Entities receive a single accountable supplier that combines specialized product knowledge, government procurement experience, diversity participation value, and access to high-quality equipment for public safety operations.	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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	Yes, we are certified as a MWBE for NYC and PANYNJ, and Nassau County	*
47	Women Business Enterprise (WBE)	(•) Yes ( ) No	Yes, we are certified as MWBE for SBA, NYS, NYC, WBENC, PANYNJ, and Nassau County	*
48	Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	No	*
49	Veteran-Owned Business Enterprise (VBE)	( ) Yes (•) No	No	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (•) No	No	*
51	Small Business Enterprise (SBE)	(•) Yes ( ) No	Yes, we are certified as MWBE for SBA, NYS, NYC, WBENC, PANYNJ, and Nassau County	*
52	Small Disadvantaged Business (SDB)	( ) Yes (•) No	No	*
53	Women-Owned Small Business (WOSB)	(•) Yes ( ) No	Yes, we are certified as MWBE for SBA, NYS, NYC, WBENC, PANYNJ, and Nassau County	*

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.	Net 30	*
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	Check, credit card (3%cc fee), ACH, Wire	
56	Describe available leasing, financing, or as-a-service options, including key features	None	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

	and any third-party providers or financial partners used.		
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.	ISI utilizes standard quotations, customer purchase orders, order acknowledgments, and applicable manufacturer warranty documentation if requested. Any terms and conditions are provided with the relevant order documentation.	*
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 current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional guidance.	ISI proposes a Percentage Discount from Catalog/Category pricing model. Pricing will be based on manufacturer MSRP or published catalog pricing, less the applicable Sourcewell discount by manufacturer or product category. ISI will submit a complete price file and/or current catalog information identifying the proposed product lines, MSRP/list price, offered discount, and resulting Sourcewell Master Agreement price. Proposed discounts will vary by manufacturer and product category. Representative discounts may include: Ops-Core: 11% off MSRP Team Wendy: 11% off MSRP Avon Protection: 11% off MSRP Blue Ridge Armor: 10% off MSRP Aimpoint: 10% off MSRP EOTECH: 12% off MSRP Rapid Assault Tools: 5% off MSRP SureFire: 10% off MSRP Unity Tactical: 11% off MSRP Princeton Tec: 11% off MSRP Unhinged: 5% off MSRP Bounce Imaging: 5% off MSRP Disco32: 6% off MSRP Teladyne FLIR: 5% off MSRP MOHOC: 5% off MSRP CMC: 8% off MSRP Tactical Electronics: 5% off MSRP First Spear: 11% off MSRP LRAD: 11% off MSRP Final proposed pricing will be provided in ISI’s submitted pricing file. The Sourcewell Master Agreement price will represent a not-to-exceed price, and ISI may offer lower pricing to Participating Entities when appropriate based on order size, manufacturer promotions, volume, availability, or project-specific requirements.	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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.	ISI may offer additional quantity or volume discounts beyond the proposed Sourcewell category discounts when supported by the manufacturer, order size, product availability, or project-specific requirements. As a baseline, ISI's existing GSA contract includes an additional 2% quantity discount for orders from $50,000 to $100,000. ISI may use a similar approach under Sourcewell where appropriate and commercially feasible. Additional discounts may be reviewed on a case-by-case basis for large-volume orders, multi-agency purchases, phased procurements, or consolidated purchases across multiple product lines. ISI does not currently offer a standard rebate program. Any manufacturer promotions, special pricing, or temporary discounts available at the time of quotation may be passed through to the Participating Entity when applicable.	*
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	ISI may facilitate non-contracted products or related services only when they are directly related to, complementary to, or necessary for the proper use of products awarded under the Sourcewell agreement. Examples may include accessories, replacement parts, freight, special handling, manufacturer-required services, technical support, training, warranty coordination, or order-level materials related to the contracted solution. Any non-contracted product or related service will be clearly identified on the quote before order acceptance. Associated costs may include manufacturer charges, supplier costs, freight, special handling, installation, training, service fees, or other pass-through costs, as applicable. ISI will not add undisclosed fees. All costs will be quoted in advance and will require Participating Entity approval before fulfillment.	*
61	Identify any element of the total cost of acquisition that is NOT included in 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.	ISI's submitted pricing is intended to identify the product price and any known standard freight or shipping charges when applicable. Elements that may not be included in the submitted product pricing include expedited shipping, overnight or two-day delivery, special handling, inside delivery, liftgate service, international shipping, customs, duties, taxes, installation, training, testing, maintenance, repair services, manufacturer-required service fees, special packaging, export documentation, or other product-specific requirements. Any such costs will be identified during the quotation process whenever applicable and will be clearly listed before order acceptance. ISI will not proceed with additional charges without	*

		Participating Entity approval.	
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	For orders within the contiguous United States, ISI will identify freight, shipping, and delivery costs during the quotation process. Shipping may be included in the quoted product price, billed as a separate line item, or passed through based on the carrier, product size, weight, destination, and delivery requirements. Standard ground shipping will be used when appropriate. Expedited shipping, overnight or two-day delivery, freight shipments, liftgate service, inside delivery, special handling, hazardous material shipping, or other non-standard delivery requirements may result in additional charges. All freight, shipping, and delivery costs will be disclosed on the quote before order acceptance. ISI will not apply undisclosed delivery fees after the order is placed.	*
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii, Canada, U.S. Territories, or other offshore delivery locations, freight, shipping, and delivery costs will be quoted on a case-by-case basis. Costs may vary based on destination, product size, weight, carrier availability, delivery method, customs requirements, duties, taxes, export documentation, special handling, hazardous material requirements, or manufacturer shipping restrictions. Shipping may be included in the quoted price when available, billed as a separate line item, or passed through based on actual carrier or supplier cost. Expedited delivery, freight forwarding, liftgate service, inside delivery, or remote-location delivery may result in additional charges. All applicable freight, shipping, delivery, customs, duties, taxes, and special handling charges will be identified during the quotation process before order acceptance.	*
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	ISI offers a flexible distribution and delivery model designed to support public safety and law enforcement purchasing needs. Depending on the product, destination, and availability, ISI may fulfill orders through direct shipment, manufacturer drop shipment, authorized distributor shipment, or supplier-partner logistics. This allows ISI to source products efficiently and reduce unnecessary handling or delays. For mission-critical or time-sensitive requirements, ISI can review expedited delivery options, partial shipments, staged deliveries, or direct-to-agency deployment where available. ISI can also coordinate product documentation, warranty information, and manufacturer support as part of the delivery process. Any special delivery, deployment, or handling requirements will be identified during the quotation process and coordinated with the	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

		Participating Entity before order acceptance.	
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.	ISI will use an internal self-audit process to help verify that Sourcewell Participating Entities receive the applicable Agreement pricing and that orders are processed in compliance with the awarded Agreement. For each Sourcewell order, ISI will review the customer, product scope, quoted pricing, applicable discount, purchase order, shipping terms, and any product-specific restrictions before order acceptance. Quotes and order records will identify the Sourcewell contract reference when the Agreement is used. ISI will maintain records of Sourcewell quotes, purchase orders, invoices, pricing files, and customer communications. ISI will periodically review completed orders to confirm that pricing aligns with the awarded contract pricing and that any additional charges were disclosed and approved. If a pricing or compliance issue is identified, ISI will promptly review the order, correct the issue when appropriate, notify the customer if necessary, and update internal procedures to help prevent recurrence.	*
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	ISI will track internal metrics to measure contract performance, customer service, sales activity, and compliance under any resulting Sourcewell Agreement. Metrics may include: Number of Sourcewell quotes issued Number of Sourcewell orders received Total sales volume under the Agreement Sales by product category and manufacturer Sales by customer type, including law enforcement, public safety, education, nonprofit, tribal, and government entities Average quote response time Order acknowledgment time Order fulfillment and delivery time Backorder frequency and duration Customer service response time Warranty or issue-resolution activity Number of pricing or compliance reviews completed Accuracy of Agreement pricing on quotes and invoices Marketing outreach activity and customer follow-up Repeat customer activity ISI will use these metrics to monitor performance, identify customer needs, improve responsiveness, maintain contract compliance, and support continued growth of the Sourcewell Agreement.	*
67	Provide a proposed Administration Fee payable to	ISI proposes an Administrative Fee of 1% payable to Sourcewell on all completed transactions to Participating Entities utilizing the	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

	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.	awarded Master Agreement. The Administrative Fee will be calculated on completed sales during each applicable reporting period and remitted to Sourcewell in accordance with the reporting and payment requirements of the Master Agreement. ISI will track Sourcewell sales internally to support accurate reporting, fee calculation, and timely remittance.	

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	Pricing is based on rates currently offered through competitively awarded cooperative purchasing contracts, state contracts, and agency agreements. Through Sourcewell's purchasing power and our established pricing structure, participating agencies will receive pricing that is as good as or better than pricing available through our existing cooperative and government contract programs.	*

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	Proposed law enforcement duty gear includes: Tactical Head Protection and Head-borne Accessories ISI offers tactical helmet systems, bump helmets, SAR helmets, helmet rails, shrouds, visors, face shields, lighting mounts, and related accessories from manufacturers such as Team Wendy and Ops-Core/Gentex. These products support patrol, tactical response, training, search and rescue, and specialty unit operations. Respiratory Protection and CBRN Duty Gear ISI offers law enforcement respiratory protection, including Avon Protection	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

			masks, filters, PAPR systems, and related accessories. These solutions support warrant service, narcotics operations, corrections, crowd-control support, CBRN preparedness, fentanyl exposure response, and other hazardous environments. Optics, Night Vision, and Duty Weapon Accessories ISI offers professional-grade optics, red dot sights, magnifiers, night vision devices, optic mounts, risers, switches, and accessory-control systems from manufacturers such as Aimpoint, EOTECH, Unity Tactical, Steiner, B.E. Meyers, and related suppliers. These products support agency-approved weapon platforms, tactical teams, low-light operations, and mission-specific officer safety needs. ISI does not propose firearms or ammunition under this category. Lighting and Illumination Equipment ISI offers handheld, helmet-mounted, and weapon-mounted lighting accessories, including products from SureFire, Princeton Tec, FoxFury, and related manufacturers. These products support patrol, search, entry, rescue, evidence location, low-light response, and tactical operations. Protective Eyewear and Officer Safety Accessories ISI offers ballistic-rated and duty eyewear from Oakley SI and related manufacturers. These products support eye protection for patrol, range, training, tactical, industrial, and high-impact public safety environments. Tactical Packs, Bags, and Load-Carriage Accessories ISI offers mission packs, assault packs, medical organization packs, equipment bags, and related load-carriage accessories from manufacturers such as Mystery Ranch and other tactical equipment suppliers. These products support patrol loadout, tactical response, training, evidence support, search operations, and specialty team deployment. Tactical Footwear and Duty Footwear ISI offers tactical footwear from manufacturers such as Salomon, including lightweight assault footwear, all-condition tactical boots, and rugged mission footwear for law enforcement and public safety personnel. Duty-Related Tactical Tools and Accessories ISI offers duty-compatible tactical accessories, mounts, pouches, lighting accessories, equipment organization products, and related support items used by law enforcement personnel in daily operations, tactical response, corrections, and specialty assignments. ISI will provide only new, current-production products unless otherwise identified. Products will be supported by applicable manufacturer warranties, product documentation, customer support, and coordination with the applicable manufacturer or authorized supplier partner.	
70	Traffic safety enforcement equipment, devices, and instruments	◉ Yes ○ No	Proposed solutions may include: Portable Lighting and Scene Illumination ISI offers handheld, helmet-mounted, and area lighting products that support traffic stops, accident scenes, checkpoint operations, roadside	*

			investigations, and nighttime enforcement activity. Officer Safety and Protective Equipment ISI offers eye protection, respiratory protection, tactical helmets, gloves, and related protective accessories that may support officer safety during traffic enforcement, roadside operations, and incident response. Equipment Bags and Field Organization ISI offers tactical packs, equipment bags, and organizational products to help officers carry and deploy enforcement, scene management, and safety equipment in the field. Optics and Observation Support Where permitted by the RFP scope, ISI offers optics, night vision, and related observation accessories that may support surveillance, roadside safety, and low-light law enforcement operations. ISI does not primarily specialize in radar, lidar, automated traffic enforcement, or traffic-control signal systems. ISI will provide only traffic safety enforcement products that are within its authorized product offering and within the awarded Sourcewell scope.	
71	Crime scene management and evidence collection equipment and supplies	(•) Yes ( ) No	Proposed solutions include: Scene Lighting and Illumination ISI offers portable, handheld, helmet-mounted, and area lighting products to support crime scene visibility, evidence location, nighttime operations, search activity, and scene documentation. Protective Equipment for Scene Safety ISI offers respiratory protection, eye protection, gloves and related protective accessories, and decontamination products that may be used when crime scenes involve hazardous materials, fentanyl, chemical exposure, biological hazards, or other contamination risks. Search and Recovery Support Equipment ISI offers tactical packs, equipment bags, mission organization products, and specialty tools that assist personnel in carrying, organizing, and deploying equipment during searches, scene processing, and evidence recovery operations. CBRN and Decontamination Support ISI offers decontamination kits and respiratory protection products that support evidence collection and scene management where officers may encounter fentanyl, TICs, TIMs, CBRN hazards, or contaminated materials. Technical and Tactical Support Accessories ISI offers optics, lighting accessories, mounts, and related equipment that may support search, observation, and documentation activities in law enforcement operations. ISI will provide crime scene and evidence support products that are within the awarded scope of the Sourcewell agreement and will identify any	*

			product-specific restrictions, warranty terms, or manufacturer requirements during the quotation process.	
72	Tactical and Explosive Ordnance Disposal (EOD) equipment (with the exception of those items excluded in subsections 2. or 3. below)	(•) Yes ( ) No	Proposed tactical and EOD-support solutions include: Tactical Entry and Breaching Tools ISI offers breaching tools, hydraulic breaching kits, mechanical breaching tools, training doors, and forced-entry support equipment from Rapid Assault Tools and related manufacturers. These solutions support tactical entry, warrant service, barricade response, active threat response, and EOD-support access operations. Tactical Head Protection and Accessories ISI offers tactical helmet systems, bump helmets, SAR/tactical helmets, helmet rails, shrouds, visors, face shields, lighting mounts, and related accessories from manufacturers such as Team Wendy and Ops-Core/Gentex. These products support tactical response, search operations, training, and specialty unit use. CBRN, Respiratory, and Decontamination Support ISI offers Avon Protection respiratory protection products, including masks, filters, PAPR systems, and related accessories, as well as First Line Technology decontamination kits. These solutions support tactical response, EOD-support operations, narcotics/fentanyl exposure response, CBRN preparedness, and hazardous environment operations. Optics, Night Vision, and Tactical Accessory Systems ISI offers professional optics, night vision devices, magnifiers, mounts, risers, lasers, aiming accessories, and remote switch systems from manufacturers such as EOTECH, Aimpoint, Unity Tactical, Steiner, B.E. Meyers, and related suppliers. These products support low-light operations, tactical observation, target identification, and mission-specific accessory control. ISI does not propose firearms or ammunition under this category. Tactical Lighting and Illumination ISI offers handheld, helmet-mounted, and weapon-mounted lighting accessories from manufacturers such as SureFire, Princeton Tec, FoxFury, and related suppliers. These products support tactical entry, search, rescue, evidence location, and low-light public safety operations. Tactical Packs, Equipment Transport, and Load Carriage ISI offers tactical packs, assault packs, equipment bags, and mission organization products from manufacturers such as Mystery Ranch and related suppliers. These products support tactical loadout, equipment transport, specialty team deployment, and operational readiness. Tactical Observation and Detection Accessories Where permitted under the RFP scope, ISI offers tactical observation, thermal, night vision, and support accessories used for law enforcement tactical operations. ISI will not include uncrewed systems, drones, robots, or products otherwise excluded by the RFP.	*

			ISI will provide only products that are within the awarded scope and will identify any product-specific restrictions during the quotation process. Products will be supported by applicable manufacturer warranties, documentation, and manufacturer or authorized supplier support where required.	
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	ISI offers related services to support the law enforcement equipment solutions proposed under this RFP. Services may include product consultation, quotation support, order coordination, delivery tracking, warranty facilitation, product documentation, and post-sale customer support. Where applicable, ISI may also coordinate product training, technical support, testing guidance, installation support, maintenance support, or repair coordination through the applicable manufacturer, authorized distributor, or service provider. Most products proposed by ISI are equipment-based and do not require installation. For products that require setup, technical assistance, training, warranty service, or maintenance, ISI will identify applicable requirements and costs during the quotation process. ISI remains the Participating Entity's primary point of contact and will coordinate with manufacturer or authorized supplier partners to ensure customers receive appropriate product support throughout the order and warranty period.	*
74	Please describe other Solutions not specifically mentioned in this Table 7A, that are within the scope of this RFP	◉ Yes ○ No	Additional solutions offered by ISI that are within the scope of this RFP may include related law enforcement tactical accessories, officer safety equipment, equipment organization products, protective eyewear, tactical lighting, helmet accessories, respiratory accessories, decontamination support items, breaching accessories, training support products, and field deployment equipment. These solutions are complementary to ISI's proposed law enforcement duty gear, tactical response equipment, EOD-support equipment, traffic enforcement support equipment, and crime scene/evidence support equipment. ISI will only offer products that fall within the awarded Sourcewell scope and will exclude firearms, ammunition, less-lethal equipment, uncrewed systems, body armor, public safety communications hardware, EMS/critical care equipment, and other categories excluded by the RFP.	*

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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.	Warranty coverage varies by manufacturer and product. Applicable warranty and extended warranty information will be provided at the time of purchase. Industrial Strength Industries assists customers with warranty claims and coordination with the manufacturer.	*
76	Demonstrate your ability and experience in providing solutions to Military agencies.	Industrial Strength Industries has extensive experience supporting military agencies, including sales to all branches of the U.S. Armed Forces. Many of these transactions have been completed through GSA contract vehicles and other government procurement channels. Our experience includes providing compliant procurement support, responsive customer service, and efficient order fulfillment to meet the operational requirements of military customers.	*
77	Describe how your company ensures product quality, safety, and compliance with applicable industry standards.	Industrial Strength Industries sources products from authorized manufacturers and suppliers that comply with applicable industry standards, safety requirements, and quality controls.	*

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

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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 - PRICE LISTS - COMBINED.zip - Monday June 15, 2026 12:31:05
- Financial Strength and Stability - Financial Strength & Stability.zip - Friday June 12, 2026 12:48:08
- Marketing Plan/Samples - Marketing Samples.pdf - Friday June 12, 2026 12:57:28
- WMBE/MBE/SBE or Related Certificates - ISI - CERTIFICATES.zip - Friday June 12, 2026 12:58:15
- Standard Transaction Document Samples - Standard Transaction Documents - Combined.pdf - Friday June 12, 2026 13:07:56
- Requested Exceptions (optional)
- Upload Additional Document - RFP061626_LAW_ENFORCEMENT_EQUIPMENT.pdf - Friday June 12, 2026 13:25:16

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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. - Ara Basmajian, Director of Sales, Industrial Strength Industries

Docusign Envelope ID: 3F26773E-7425-8FB8-830A-25A1B12EB932

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