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MASTER AGREEMENT #070726
CATEGORY: Conducted Energy Weapons, Less Lethal Equipment, and Related Accessories
SUPPLIER: United Tactical Systems LLC dba PepperBall

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and United Tactical Systems LLC dba PepperBall, 28101 Ballard Drive, Suite F, Lake Forest, IL 60045(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 1:
General Terms

The General Terms in this Article 1 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 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 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.

1) **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.

2) **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.

3) **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.

4) **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

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **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 October 26, 2030, unless it is cancelled or extended as defined in this Agreement.

   a) **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.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **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.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in 070726 to Participating Entities. In Scope solutions include:

   Category 2:

   Non-CEW Less Lethal Solutions, including but not limited to:

   a. Chemical & Sensory Solutions - Tools that disrupt the senses (e.g., vision, breathing, hearing) to gain compliance or disperse individuals;
   b. Impact & Munitions-Based Solutions – Kinetic, blunt impact devices and projectiles that deliver controlled force at a distance to deter or stop a subject;
   c. Control & Restraint Devices (including Electronic Control Devices (ECDs)), not including CEWs – Tools that immobilize or restrict movement, including ECDs that temporarily disrupt muscle control; and,
   d. Parts, accessories, systems, and services directly related to the respondents offering in 1. a.-c. above, including those used to manage, maintain, retrieve device data, along with maintenance, repair, and training.

8) **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.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **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.

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11) **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.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

i) **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.

ii) **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.

iii) **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.

14) **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.

15) **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.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use 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. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **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

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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.

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

iii) **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.

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iv) **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.

v) **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.

vi) **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.

vii) **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).

viii) **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.

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ix) **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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** 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.

xi) **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.

xii) **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.

xiii) **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.

xiv) **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.

xv) **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.

xvi) **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.

xvii) **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

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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.

xviii) **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.

xix) **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.

xx) **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.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **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.

2) **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.

3) **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:

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- 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.

4) **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.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **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;

7) **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.

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8) **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.

9) **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.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **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.

12) **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.

13) **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.

14) **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.

15) **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.

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16) **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.

17) **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.

18) **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.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **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.

        ii) **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.

    b) **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.

    c) **Use; Quality Control.**
        i) 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.

        ii) 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.

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d) **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.

20) **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.

21) **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.

22) **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:

a) **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

b) **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, 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.

c) **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

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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.

d) **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.

e) **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.

23) **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.

24) **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 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. 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.

2) **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

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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.

3) **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.

4) **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.

5) **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.

6) **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.

7) **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.

8) **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.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 10/30/2026 | 8:28 AM CDT

United Tactical Systems LLC dba PepperBall

Signed by:
Christine Marsh
4236AADA033C476...

By: _____
Christine Marsh
Title: Director of Inside Sales

Date: 10/30/2026 | 6:22 AM PDT

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RFP 070726 - Conducted Energy Weapons, Less Lethal Equipment, and Related Accessories

Vendor Details

Company Name:	United Tactical Systems LLC
Does your company conduct business under any other name? If yes, please state:	PepperBall
Address:	28101 Ballard Drive Suite F Lake Forest, IL 60045
Contact:	Christine Marsh
Email:	cmarsh@pepperball.com
Phone:	978-490-0244
HST#:	47-1404090

Submission Details

Created On:	Thursday May 21, 2026 11:26:42
Submitted On:	Tuesday July 07, 2026 09:42:08
Submitted By:	Christine Marsh
Email:	cmarsh@pepperball.com
Transaction #:	986022f0-561f-44e1-a0f0-6d7d4dac5dd5
Submitter's IP Address:	10.13.0.16

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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.	United Tactical Systems LLC dba PepperBall	*
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.	dba PepperBall	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage code - 6XHG5 or UEI# - QPLRBVZTTLM9	*
5	Provide your NAICS code applicable to Solutions proposed.	332994	
6	Proposer Physical Address:	28101 Ballard Drive, Suite F Lake Forest, IL 60045	*
7	Proposer website address (or addresses):	www.pepperball.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.	Christine Marsh Director of Inside Sales 28101 Ballard Drive, Suite F Lake Forest, IL 60045 cmarsh@pepperball.com 978-490-0244	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Christine Marsh Director of Inside Sales 28101 Ballard Drive, Suite F Lake Forest, IL 60045 cmarsh@pepperball.com 978-490-0244	*
10	Identify the Proposer’s other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Michael Lee VP of Sales 28101 Ballard Drive, Suite F Lake Forest, IL 60045 mlee@pepperball.com 858-638-0236	*

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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.	PepperBall Technologies, LLC is a leading provider of less-lethal solutions for law enforcement, corrections, military, and public safety agencies. Since its founding in 1996, PepperBall has been dedicated to developing and delivering innovative tools designed to help agencies safely manage critical incidents, increase standoff distance, reduce the likelihood of injury, and enhance de-escalation efforts. For nearly three decades, PepperBall has focused exclusively on less-lethal technologies, including launcher systems, chemical irritant munitions, impact projectiles, specialty rounds, training programs, and related support services. The company's solutions are used by thousands of public safety professionals across the United States and internationally. Throughout its history, PepperBall has continually evolved its product offerings to meet the changing needs of public safety agencies. The company has introduced multiple generations of launcher platforms, advanced munition technologies, comprehensive instructor and armorer training programs, and ongoing customer support services designed to maximize operational effectiveness and safety. PepperBall's industry longevity is supported by extensive field deployment, long-standing customer relationships, and a commitment to innovation, quality, training, and customer service. The company's products are utilized in a wide range of operational environments, including patrol operations, corrections facilities, tactical teams, crowd management, vehicle extractions, and other public safety applications. Today, PepperBall remains focused on providing agencies with reliable, effective, and scalable less-lethal solutions while supporting responsible deployment through comprehensive training, technical support, and continuous product improvement.	*
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	Upon receiving a Sourcewell contract award, PepperBall anticipates delivering measurable value to participating entities through expanded access to competitively solicited less-lethal solutions, streamlined procurement processes, and enhanced training and support services. Key anticipated outcomes and deliverables include: • Increased availability of PepperBall less-lethal launcher systems, munitions, accessories, training, and support services to eligible Sourcewell participating entities nationwide. • Simplified and accelerated procurement through Sourcewell's	*

		cooperative purchasing framework, reducing administrative burden and procurement timelines for participating agencies. • Competitive contract pricing, bundled purchasing options, training incentives, and value-added services that help agencies maximize budget efficiency and operational readiness. • Expanded agency access to certified Instructor Training, Armorer Training, end-user training, and implementation support. • Increased product demonstrations, evaluations, and pilot programs to help agencies assess and deploy less-lethal capabilities effectively. • Ongoing technical support, warranty administration, maintenance resources, and customer service throughout the contract term. • Enhanced awareness of less-lethal technologies and best practices through coordinated marketing, training, conferences, and outreach efforts. • Development of long-term partnerships with participating entities focused on officer safety, de-escalation, risk reduction, and operational effectiveness. • Accurate contract reporting, compliance, and administrative support in accordance with Sourcewell requirements. PepperBall views a Sourcewell award as a strategic partnership opportunity. The company is committed to dedicating sales, marketing, training, operational, and customer support resources to ensure participating entities receive exceptional service, competitive pricing, and access to industry-leading less-lethal solutions throughout the life 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	PepperBall Technologies, LLC demonstrates financial strength and long-term stability through its established market presence, extensive customer base, and nearly three decades of continuous operation in the less-lethal public safety industry. Non-confidential indicators of financial stability include: • Years in Business: Founded in 1996, PepperBall has nearly 30 years of experience serving law enforcement, corrections, military, and public safety agencies. • Established Market Position: PepperBall is a recognized leader in the less-lethal industry, with products deployed by thousands of agencies throughout the United States and internationally. • Recurring Customer Base: PepperBall supports a large and diverse customer base that includes local, state, federal, and international public safety organizations, generating ongoing demand for	*

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	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.	equipment, munitions, training, replacement parts, and support services. • Long-Term Industry Presence: The company has successfully maintained operations through multiple economic cycles while continuing to invest in product development, training programs, customer support, and operational growth. • Operational Infrastructure: PepperBall maintains dedicated manufacturing, operations, sales, training, technical support, and customer service functions to support customers nationwide. • Financial Management: PepperBall maintains sound business practices designed to support sustainable growth, operational continuity, inventory management, product development, and customer support obligations. • Contract Performance Experience: PepperBall has successfully fulfilled contracts and purchase orders for government agencies, law enforcement organizations, corrections agencies, and public safety entities throughout North America. Additional financial information, business references, or other non-confidential financial qualification documentation may be provided upon request and subject to applicable confidentiality requirements.	
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.	PepperBall has established a significant presence within the United States public safety market, serving law enforcement, corrections, military, educational, and government organizations nationwide. Over the past three (3) years, PepperBall has supplied less-lethal solutions to a broad range of public sector customers, including municipal, county, state, federal, educational, and correctional agencies across the United States. Key indicators of PepperBall's market presence include: • Products deployed by thousands of public safety agencies throughout the United States. • Active customer relationships with law enforcement, corrections, higher education, K-12 school safety organizations, transit agencies, and other governmental entities. • Sales activity conducted in all 50 U.S. states. • Nationwide support provided through dedicated sales, training, customer service, technical support, and distribution resources. • Ongoing participation in public safety conferences, demonstrations, training programs, cooperative purchasing programs, and government procurement opportunities.	*

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		Due to the volume of transactions and customer relationships maintained nationwide, PepperBall serves a substantial number of education and government entities annually.	
15	Describe your Canadian market share for your proposed Solutions. OR Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	PepperBall has an established presence within the Canadian public safety market, providing less-lethal solutions to law enforcement and government organizations across Canada. Over the past three (3) years, PepperBall has supplied products, training, and support services to Canadian public safety agencies through authorized distribution partners and direct customer relationships where applicable. Key indicators of PepperBall's Canadian market presence include: • Sales and deployments across multiple Canadian provinces. • Support for law enforcement and government organizations utilizing less-lethal technologies for public safety operations. • Availability of launcher systems, munitions, accessories, training, and technical support through established distribution channels. • Ongoing participation in public safety industry outreach, demonstrations, training activities, and customer support initiatives. • Access to factory-supported warranty, maintenance, and technical assistance resources. PepperBall's Canadian customer base includes public sector organizations seeking less-lethal solutions for officer safety, de-escalation, crowd management, corrections, and critical incident response applications.	*
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	No. PepperBall Technologies, LLC has not been involved in any ongoing or completed bankruptcy proceedings within the past seven (7) years and has not been identified as a possible Responsible Party in any bankruptcy proceeding during that period. PepperBall understands and acknowledges the requirement to provide written notice to Sourcewell should the company enter bankruptcy proceedings at any time during the pendency of this RFP or any resulting contract.	*
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,	No. PepperBall Technologies, LLC has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, local, or cooperative purchasing program within the past seven (7) years. To the best of PepperBall's knowledge, no included Responsible Party has been	*

	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.	subject to any debarment or suspension during that period. PepperBall understands and acknowledges its obligation to provide written notice to Sourcewell should the company or any applicable Responsible Party become subject to a debarment, suspension, or similar exclusionary action at any time during the pendency of this RFP evaluation process or any resulting contract term.	
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	PepperBall Technologies, LLC has continued to strengthen its position as a leading provider of less-lethal solutions for law enforcement, corrections, military, and public safety agencies. While the company's primary focus is on product innovation, customer support, training, and operational performance rather than industry award submissions, PepperBall has achieved several notable accomplishments in recent years. Recent achievements include: • Continued expansion of PepperBall's less-lethal product portfolio, including advanced launcher systems, munitions, accessories, and training programs. • Significant growth in adoption of PepperBall solutions by law enforcement and public safety agencies throughout the United States and internationally. • Ongoing investment in product development, manufacturing, supply chain capabilities, customer support, and training resources to meet increasing market demand. • Expansion of sales, training, and customer support resources to better serve state, local, federal, and international public safety customers. • Continued support of thousands of public safety agencies through equipment deployment, instructor certification, armorer training, technical support, and operational guidance.	*
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%.	Government sector: 90%	*
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%.	Educational sector: 10%	*
21	List all state and cooperative purchasing agreements that you hold. Include the sales	State and Cooperative Purchasing Agreements	*

	volume for each of these agreements over the past three (3) years.	New Jersey State Contract Contract Number: 17-FLEET-00791 Sales Volume: 2023: $10,000 2024: $15,000 2025: $15,000 Buy Board Sales Volume: 2023: $10,000 2024: $15,000 2025: $15,000 PepperBall maintains cooperative and state purchasing agreements that provide eligible agencies with streamlined procurement access to less-lethal products, training, and accessories. Detailed sales volumes are provided above for each active agreement.	
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-DPS blanket contract 5208 Sales Volume: 2023: $5,000 2024: $10,000 2025: $15,000	*

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 *	
Santa Clara County	Sgt. Kyle Haynes	408-307-4883	*
Pembroke Pines Police Department	Matthew Moore	954-608-2129	*
Houston Police Department	Lt. TIm Riley	713-253-3864	*

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)	PepperBall is the manufacturer of the products proposed in this RFP. We design, manufacture, market, and support our less-lethal launchers, projectiles, deployment systems, and related accessories. Our sales and customer support functions are primarily provided by PepperBall employees, including regional sales directors, inside sales representatives, customer service personnel, technical support staff, and training professionals. These employees work directly with participating agencies throughout the sales process, from product selection and demonstrations to order fulfillment, training coordination, and post-sale	

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	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?	support. PepperBall also maintains a network of authorized independent dealers and distribution partners that expand our market reach and provide localized sales and customer support where appropriate. These dealer organizations are independently owned and operated and are authorized to represent PepperBall products in accordance with our standards and requirements. Training, technical support, warranty service, and customer care are delivered through a combination of PepperBall employees and qualified authorized partners, ensuring participating agencies receive consistent, responsive service nationwide.	
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.	PepperBall maintains a dedicated, nationwide sales organization focused on serving government and public safety agencies. Our sales force is organized into geographic territories to provide localized support while ensuring consistent national coverage for participating Sourcewell members. Our team includes Regional Sales Directors, Inside Sales Representatives, Sales Operations, Customer Service, and Training personnel who work collaboratively to support customers throughout the procurement process. Regional Sales Directors are responsible for field engagement, product demonstrations, agency relationships, and strategic account management, while the Inside Sales team provides quotation support, order processing, customer follow-up, and day-to-day account management. PepperBall's government sales organization serves federal, state, local, tribal, territorial, and educational public safety customers throughout the United States. Sales territories are divided into East, Central, South, West, and Federal regions, ensuring comprehensive geographic coverage and responsive local support.	*

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		The sales and service functions are highly integrated. Sales personnel remain actively involved after the initial purchase, coordinating with PepperBall's training, technical support, customer service, and operations teams to ensure successful implementation, product deployment, warranty support, and ongoing customer satisfaction. This collaborative approach provides customers with a single point of contact while leveraging the expertise of specialized support teams. PepperBall employs dedicated full-time professionals across sales, customer service, training, operations, and sales support to deliver the products and services proposed in this RFP. Additional support is provided through an authorized network of independent dealers and distributors where appropriate, allowing PepperBall to provide responsive service and support nationwide while maintaining direct oversight of customer relationships and product quality.	
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.	PepperBall delivers its solutions through a combination of direct sales and an established network of authorized dealers and distribution partners strategically located throughout the United States. This hybrid distribution model allows PepperBall to provide nationwide coverage while maintaining consistent product quality, customer support, and service standards. Our authorized dealer network consists of independently owned and operated organizations that are carefully selected based on their experience serving law enforcement, corrections, military, and other public safety agencies. These partners are trained and authorized to market, sell, and support PepperBall products in accordance with our policies and performance expectations. PepperBall maintains direct relationships with customers through its Regional Sales Directors, Federal Sales team, Inside Sales team, and Customer Service organization. Authorized dealers complement these efforts by providing localized sales support, product demonstrations, procurement assistance, and customer engagement within their respective territories. Our distribution network supports customers across all 50 states and U.S. territories, ensuring timely product availability, responsive customer service, and efficient order fulfillment. Products are shipped directly from PepperBall's manufacturing and distribution facilities or, when appropriate, through authorized distribution partners to meet customer delivery requirements. This flexible distribution model enables PepperBall to provide Sourcewell participating agencies with: Nationwide sales and service coverage. Local dealer support where preferred by the customer. Direct access to PepperBall product experts, training staff, and customer service personnel. Efficient order fulfillment and warranty support. Consistent pricing and contract compliance across all authorized sales channels.	*

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		PepperBall continuously evaluates and expands its authorized seller network to ensure participating agencies receive responsive, knowledgeable, and reliable support throughout the lifecycle of their PepperBall solutions.	
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.	PepperBall maintains a dedicated service organization that supports government and public safety customers throughout the entire lifecycle of their less-lethal solutions. Our service force consists of full-time PepperBall employees, including customer service representatives, technical support specialists, certified instructors, sales operations personnel, and regional sales professionals who work collaboratively to ensure customer success. Our service organization provides nationwide coverage through geographically assigned Regional Sales Directors serving the East, Central, South, West, and Federal territories. These field representatives are supported by an Inside Sales team, Customer Service, Sales Operations, and Training personnel located at PepperBall's headquarters and other strategic locations. This structure enables PepperBall to provide responsive support to agencies across all 50 states and U.S. territories. PepperBall's service team supports customers with: Product selection and implementation Technical assistance and troubleshooting Warranty support and repair coordination Order management and customer service Instructor and armorer training Product demonstrations and deployment guidance Ongoing account management and post-sale support PepperBall employs dedicated full-time professionals whose primary focus is serving government and public safety customers. While responsibilities are specialized, there is significant collaboration between the sales and service organizations. Regional Sales Directors and Inside Sales Representatives remain engaged after the sale, working closely with Customer Service, Training, Technical Support, and Operations to ensure successful product implementation, customer satisfaction, and long-term agency support. This integrated approach provides customers with continuity from initial consultation through deployment, training, and ongoing service. When appropriate, PepperBall's authorized dealer network supplements these services by providing localized customer support and product assistance while working in coordination with PepperBall's internal teams to ensure consistent service standards and contract compliance.	*
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders	PepperBall provides a streamlined, customer-focused ordering process designed to ensure agencies receive the appropriate products, training, and support for their operational requirements. The process begins with a consultation between the customer and a PepperBall Regional Sales Director, Federal Sales Representative, Inside Sales Representative, or an authorized dealer. During this phase, the	*

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	are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	customer's operational needs, agency size, deployment objectives, budget, and procurement requirements are reviewed to identify the most appropriate PepperBall solutions. Product demonstrations, evaluations, and training recommendations may also be provided as needed. Once the customer's requirements have been established, PepperBall or an authorized dealer prepares a detailed quotation that includes product specifications, pricing, applicable Sourcewell contract pricing, and any recommended accessories, consumables, or training services. Quotes are reviewed with the customer to ensure they meet operational and purchasing requirements. Upon receipt of a purchase order or other authorized procurement documentation, the order is entered into PepperBall's enterprise resource planning (ERP) system and reviewed for accuracy. PepperBall's Operations and Customer Service teams coordinate inventory availability, order processing, shipment scheduling, and customer communications throughout the fulfillment process. Orders are typically fulfilled directly by PepperBall from our manufacturing and distribution facilities. Customers receive order confirmations, shipping notifications, and tracking information to ensure complete visibility throughout the delivery process. Customer Service remains available to address questions regarding order status, delivery, warranty support, and post-sale assistance. Authorized dealers and distributors may facilitate the ordering process when preferred by the customer or when local procurement support is beneficial. These partners assist with product selection, quotations, demonstrations, purchasing coordination, and customer communications while working closely with PepperBall to ensure compliance with contract pricing, product specifications, delivery requirements, and service standards. Regardless of whether an order is placed directly with PepperBall or through an authorized dealer, PepperBall maintains oversight of product quality, customer support, training coordination, and warranty services. Following delivery, PepperBall continues to support participating agencies through product training, technical assistance, warranty support, consumable replenishment, and ongoing account management to ensure long-term operational success.	
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	PepperBall is committed to providing responsive, knowledgeable, and proactive customer service to ensure participating agencies receive exceptional support before, during, and after the purchase of our products. Our customer service program is designed to provide timely communication, efficient issue resolution, and ongoing partnership throughout the lifecycle of our less-lethal solutions. Customer Service Process Customer inquiries may be initiated by phone, email, or through a PepperBall Regional Sales Director, Federal Sales Representative, Inside	*

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	meet your stated service goals or promises.	Sales Representative, Customer Service Representative, or an authorized dealer. All customer requests are acknowledged promptly and routed to the appropriate department based on the nature of the inquiry. Common customer support requests include: Product information and consultation Quotations and order status Technical support and troubleshooting Warranty claims and repair coordination Training registration and scheduling Replacement parts and consumable orders Shipping and delivery inquiries Customer Service serves as the primary point of contact and coordinates with Sales, Operations, Technical Support, Training, and Manufacturing as needed to ensure each inquiry is resolved efficiently. Response and Escalation Process PepperBall strives to acknowledge customer inquiries within one business day, with many inquiries receiving same-day responses during normal business hours. Requests are prioritized according to urgency and operational impact. Issues requiring additional technical expertise or management review are escalated promptly to the appropriate department, including: Technical Support Operations and Manufacturing Warranty Administration Training Department Sales Management Executive Leadership, when appropriate Throughout the resolution process, customers receive regular communication regarding the status of their request until the issue has been fully resolved. Issue Resolution Many customer inquiries—including order status, quotations, product availability, and general product questions—are resolved during the initial customer interaction. More complex issues, such as warranty evaluations, repairs, replacement requests, or technical troubleshooting, are managed collaboratively by the appropriate internal teams. Resolution timelines vary based on the nature and complexity of the issue; however, PepperBall is committed to resolving all matters as quickly as possible while maintaining the highest standards of quality and customer satisfaction. Customer Support Philosophy PepperBall's Regional Sales Directors and Inside Sales Representatives	

		remain actively engaged after the sale, providing continuity throughout implementation, deployment, training, and ongoing support. This collaborative approach ensures customers have direct access to knowledgeable personnel who understand their agency's operational needs and procurement history. Performance and Continuous Improvement PepperBall emphasizes responsiveness, accountability, and customer satisfaction throughout its organization. Customer Service, Sales, Operations, and Technical Support work collaboratively to monitor open issues, communicate proactively with customers, and continuously improve service processes based on customer feedback and operational performance. This integrated support model enables PepperBall to provide participating Sourcewell agencies with a consistent, reliable customer experience from initial consultation through long-term product support.	
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	PepperBall is fully equipped to provide the requested less-lethal solutions to Sourcewell participating entities throughout the United States. As the manufacturer of PepperBall less-lethal systems, we maintain the personnel, manufacturing capabilities, distribution infrastructure, and customer support resources necessary to serve federal, state, local, tribal, territorial, and educational public safety agencies nationwide. Our nationwide sales organization includes Regional Sales Directors assigned to geographic territories, a dedicated Federal Sales team, Inside Sales Representatives, Customer Service, Sales Operations, Technical Support, and certified Training personnel. Together, these teams provide consultative support from initial product evaluation through procurement, implementation, training, and ongoing customer service. PepperBall products are manufactured under rigorous quality standards and distributed through our established fulfillment operations and authorized dealer network. This combination of direct sales and authorized distribution partners enables us to efficiently serve agencies in all 50 states while maintaining consistent pricing, contract compliance, and service quality. In addition to delivering products, PepperBall provides a comprehensive support program that includes: Product consultation and demonstrations Agency needs assessments Quote development and procurement assistance Instructor and Armorer certification training Technical support and troubleshooting Warranty administration and repair coordination Replacement parts and consumable replenishment Ongoing account management and customer service PepperBall has extensive experience supporting agencies of all sizes, from	*

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		small municipal police departments to large metropolitan agencies, sheriff's offices, correctional facilities, state agencies, and federal organizations. Our scalable operational model allows us to support single-unit purchases, agency-wide deployments, and multi-site implementations while providing responsive service throughout the life of the contract. By combining domestic manufacturing, a nationwide sales and service organization, an authorized dealer network, and a commitment to customer success, PepperBall is well positioned to provide Sourcewell participating entities with reliable products, timely delivery, comprehensive training, and exceptional long-term support.	
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	PepperBall is capable of providing the proposed products and services to Sourcewell participating entities located in Alaska, Hawaii, and U.S. territories. While the ordering process, contract pricing, customer support, and warranty coverage remain consistent with those provided to customers in the continental United States, deliveries to these locations may require additional transit time and freight charges due to their geographic location. PepperBall will work closely with participating agencies to identify the most efficient and cost-effective shipping method and will communicate any applicable freight costs or delivery schedules prior to order fulfillment. Certain products may also be subject to carrier-specific shipping requirements or local laws and regulations governing the transportation or possession of less-lethal devices and related products. PepperBall will assist customers in ensuring compliance with all applicable federal, state, territorial, and local regulations. PepperBall maintains the capability to provide product support, technical assistance, warranty services, replacement parts, consumables, and training to participating entities in Alaska, Hawaii, and U.S. territories through its direct sales organization, customer service team, and authorized distribution partners, as appropriate. PepperBall is committed to providing Sourcewell participating entities in all U.S. locations with the same high level of service, technical support, and customer care regardless of geographic location.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	PepperBall has the capability to provide the requested less-lethal solutions to eligible Sourcewell participating entities throughout Canada. Our experienced sales, customer service, and technical support teams work collaboratively with Canadian customers to provide product consultation, quotations, procurement assistance, training coordination, and ongoing customer support. PepperBall supports Canadian agencies through a combination of direct engagement and authorized distribution partners, enabling responsive service while ensuring compliance with applicable Canadian import requirements, regulations, and product standards. This distribution model provides customers with access to knowledgeable local support while maintaining direct oversight from PepperBall for product expertise, technical assistance, warranty support, and customer satisfaction.	*

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		Canadian customers have access to PepperBall's comprehensive portfolio of less-lethal launchers, projectiles, accessories, replacement parts, and training services, subject to applicable Canadian laws and regulations governing the importation, sale, and use of less-lethal products. PepperBall works closely with participating entities to coordinate international shipping, customs documentation, and regulatory compliance to ensure efficient order fulfillment. Delivery schedules may vary based on customs processing, import requirements, and destination; however, PepperBall is committed to maintaining clear communication throughout the ordering and delivery process. Following delivery, PepperBall continues to support Canadian customers through technical assistance, warranty administration, product training, replacement parts, consumable replenishment, and ongoing account management. Our objective is to provide Canadian Sourcewell participating entities with the same high level of service, product expertise, and long-term support that we provide to customers throughout the United States.	
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	PepperBall does not anticipate excluding any geographic areas of the United States or Canada from service under the proposed Sourcewell agreement. PepperBall is capable of serving participating entities throughout all 50 U.S. states, the District of Columbia, U.S. territories, and Canada, subject to applicable federal, state, provincial, territorial, and local laws and regulations governing the purchase, possession, transportation, importation, and use of less-lethal products. While PepperBall intends to provide full sales, customer service, technical support, training coordination, warranty support, and order fulfillment to participating entities across these geographies, certain locations may require additional shipping time, freight charges, customs documentation, import coordination, or regulatory review. These considerations do not represent service exclusions, but rather normal logistical and compliance requirements associated with serving non-contiguous U.S. locations, U.S. territories, and Canadian customers. PepperBall will work with each participating entity to confirm product eligibility, delivery requirements, and any applicable regulatory or procurement considerations prior to order fulfillment.	*
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.	PepperBall does not anticipate excluding any eligible Sourcewell Participating Entity type from access to the requested solutions under the awarded agreement. PepperBall intends to make the proposed products and services available to eligible participating entities, including government, public safety, law enforcement, corrections, emergency management, and educational entities, subject to applicable federal, state, provincial, territorial, and local laws and regulations. Because PepperBall products are less-lethal public safety solutions, access	*

		to certain products may depend on the purchasing entity's legal authority, intended use, applicable agency policies, and any restrictions governing the purchase, possession, transportation, training, or deployment of less-lethal products. In limited circumstances, certain entities may require additional review or documentation before purchase, particularly if the requested products are restricted by law or are intended for use outside authorized public safety, training, or security applications. These requirements are not intended to exclude any Sourcewell Participating Entity type from access, but rather to ensure that all sales comply with applicable laws, regulations, product-use requirements, and responsible deployment standards. PepperBall will work with each participating entity to confirm eligibility, procurement requirements, training needs, and any applicable compliance considerations before order fulfillment.	
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. PepperBall will extend the terms and pricing of any awarded Sourcewell Master Agreement to eligible nonprofit entities that are authorized to purchase through Sourcewell, in accordance with the terms and conditions of the awarded contract and applicable laws and regulations. Eligible nonprofit organizations will receive the same contract pricing, products, customer service, technical support, training opportunities, and warranty support available to other participating entities under the agreement, provided they meet Sourcewell's eligibility requirements and any applicable legal or regulatory requirements governing the purchase and use of PepperBall products.	*

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.	PepperBall is committed to actively promoting the awarded Sourcewell Master Agreement to eligible participating entities throughout the United States and Canada. Our marketing strategy combines direct sales engagement, digital marketing, industry events, customer education, and strategic partnerships to increase awareness and utilization of the contract. Upon contract award, PepperBall will incorporate the Sourcewell contract into its sales and marketing activities through the following initiatives: Sales Organization PepperBall's Regional Sales Directors, Federal Sales team, Inside Sales Representatives, and Customer Service personnel will promote the Sourcewell contract during customer meetings, agency visits, product demonstrations, and procurement discussions. The contract will be presented as a streamlined purchasing option that simplifies procurement while providing competitively awarded pricing.	*

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		Digital Marketing PepperBall will feature the Sourcewell contract on its website, digital sales resources, and customer communications. Marketing efforts may include: Dedicated Sourcewell contract webpage Email campaigns announcing contract availability Digital brochures and downloadable purchasing guides Social media announcements Electronic newsletters highlighting contract benefits Trade Shows and Industry Events PepperBall regularly participates in national, regional, and state public safety conferences, law enforcement trade shows, corrections conferences, and professional association meetings. These events provide opportunities to educate agencies about PepperBall products while promoting the availability and benefits of purchasing through the Sourcewell contract. Product Demonstrations and Training PepperBall conducts product demonstrations, instructor certification courses, armorer training, and agency evaluation programs throughout the year. During these engagements, our sales and training personnel educate agencies on the advantages of utilizing the Sourcewell contract for future purchases. Customer Outreach Our sales organization proactively contacts existing customers and prospective agencies to communicate contract availability, answer procurement questions, and assist with product selection. Existing PepperBall customers will be informed of the Sourcewell contract through direct outreach and ongoing account management activities. Marketing Timeline Within 30 days of contract award: Update internal sales resources, educate the sales organization, announce the contract to existing customers, and publish contract information on PepperBall's website. Within 60–90 days: Launch targeted email campaigns, begin coordinated digital marketing efforts, and integrate Sourcewell messaging into customer presentations, quotations, and demonstrations. Ongoing throughout the contract term: Promote the Sourcewell contract at industry events, training programs, agency meetings, digital marketing campaigns, and through continuous engagement by PepperBall's sales and customer service teams. PepperBall is committed to working collaboratively with Sourcewell to maximize contract awareness and utilization. We will leverage both our national sales organization and marketing resources to ensure participating entities understand the value, convenience, and procurement advantages offered through the Sourcewell Master Agreement. Optional Marketing Materials	

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		PepperBall can provide examples of marketing materials upon request, including: Product catalogs and brochures Digital product flyers Training program brochures Trade show materials Product specification sheets Customer presentations Website and email marketing examples Sourcewell contract announcement materials (upon award)	
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.	PepperBall leverages technology and digital marketing tools to increase awareness of its products, engage prospective customers, and support the successful implementation of the Sourcewell Master Agreement. Our digital strategy combines customer relationship management (CRM), targeted marketing, website analytics, social media, and email communications to deliver relevant information to public safety professionals and procurement decision-makers. Customer Relationship Management (CRM) PepperBall utilizes a CRM platform to manage customer relationships, track sales opportunities, monitor customer engagement, and coordinate marketing activities. The CRM enables our sales and marketing teams to segment audiences by agency type, geography, customer interests, and purchasing history, allowing for targeted and personalized communications. Digital Marketing PepperBall uses digital marketing to educate customers on less-lethal solutions and simplify the procurement process. Marketing activities include: Targeted email campaigns Product announcements Electronic newsletters Digital product catalogs and brochures Downloadable technical resources Landing pages highlighting contract purchasing options Website and Analytics PepperBall's website serves as a central resource for product information, training opportunities, technical documentation, and procurement resources. Website analytics are used to evaluate visitor engagement, identify high-interest content, and continuously improve the user experience. Data such as page views, downloads, referral sources, and campaign performance help guide future marketing initiatives. Social Media PepperBall maintains an active presence on professional and social media platforms, including:	*

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		LinkedIn Facebook Instagram YouTube These platforms are used to share product information, training opportunities, customer success stories, educational content, trade show participation, and company announcements. Social media analytics help measure audience engagement and optimize future content strategies. Marketing Performance and Data PepperBall uses marketing performance metrics to evaluate campaign effectiveness and improve customer outreach. Key performance indicators may include: Email open and click-through rates Website traffic and visitor behavior Digital content downloads Lead generation and conversion rates Trade show and event engagement Customer inquiries and quotation activity Sales pipeline and contract utilization These insights enable PepperBall to continuously refine messaging, identify emerging customer needs, and allocate marketing resources effectively. Support for Sourcewell If awarded a Sourcewell Master Agreement, PepperBall will incorporate the contract into its digital marketing ecosystem by promoting contract availability through its website, email communications, CRM-driven outreach, social media channels, and digital sales resources. Analytics and customer engagement data will be used to measure awareness and continuously optimize marketing efforts throughout the contract term while maintaining compliance with applicable privacy laws and data protection requirements.	
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	PepperBall views Sourcewell as a strategic partner in increasing awareness and utilization of the awarded Master Agreement. Sourcewell plays a critical role by providing a nationally recognized cooperative purchasing program that connects participating entities with competitively solicited contracts, helping streamline procurement while ensuring compliance with applicable purchasing requirements. PepperBall recognizes Sourcewell's marketing efforts, including maintaining the online contract catalog, promoting awarded contracts through its website and digital communications, participating in conferences and educational events, conducting outreach to participating entities, and supporting contract visibility through its member network and cooperative purchasing resources. PepperBall believes the greatest success is achieved through a collaborative marketing approach. While Sourcewell provides contract visibility and procurement education, PepperBall is responsible for actively promoting the	*

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		agreement through its sales organization, digital marketing, trade show participation, customer outreach, product demonstrations, training programs, and ongoing engagement with public safety agencies. By combining Sourcewell's national cooperative purchasing platform with PepperBall's industry expertise, customer relationships, and dedicated sales and marketing resources, we believe participating entities will benefit from increased awareness of the contract, simplified procurement, and improved access to PepperBall's less-lethal solutions. PepperBall is committed to working closely with Sourcewell throughout the contract term to develop and execute joint marketing initiatives, share contract information with eligible participating entities, and maximize contract utilization while delivering exceptional service and support.	
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	PepperBall will fully integrate the Sourcewell Master Agreement into our sales, customer service, and marketing processes to ensure participating entities can easily utilize the contract as a streamlined procurement option. Upon contract award, PepperBall will conduct internal training for Regional Sales Directors, the Federal Sales team, Inside Sales Representatives, Customer Service, Sales Operations, and other customer-facing personnel. Training will cover contract terms, eligible participating entities, contract pricing, ordering procedures, compliance requirements, and the benefits of cooperative purchasing through Sourcewell. This ensures all employees can confidently present the Sourcewell contract as a purchasing option and assist customers throughout the procurement process. The Sourcewell contract will be incorporated into PepperBall's CRM, quoting tools, and sales processes so that sales representatives can quickly identify eligible customers, prepare Sourcewell-compliant quotations, and reference the contract during procurement discussions. Standard sales presentations, proposals, product literature, and digital marketing materials will also include Sourcewell contract information. PepperBall's sales team will proactively introduce the Sourcewell contract during customer meetings, product demonstrations, training events, trade shows, and agency consultations whenever cooperative purchasing is appropriate. Existing customers will be informed of the contract through direct outreach, email communications, and ongoing account management activities. To encourage contract utilization, PepperBall will recognize and support the use of the Sourcewell contract as a preferred procurement vehicle for eligible customers. Sales representatives will be trained to educate customers on the administrative efficiencies, competitive pricing, and simplified purchasing process offered through the cooperative purchasing program. PepperBall's leadership team will monitor contract utilization, customer feedback, and sales activity to ensure the agreement is consistently promoted and effectively implemented across the organization. Regular communication and refresher training will be provided to keep employees informed of contract updates, marketing initiatives, and best practices throughout the term of the agreement.	

		Through these integrated processes, PepperBall will ensure the Sourcewell contract becomes a standard component of our sales strategy, providing participating entities with a consistent, efficient, and customer-focused purchasing experience.	
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. PepperBall supports electronic procurement processes for government and educational customers through electronic quotations, purchase orders, and order processing. Our sales and customer service teams work directly with participating entities to support their preferred procurement workflows and purchasing requirements. PepperBall accepts electronic purchase orders and processes orders through its enterprise resource planning (ERP) system, allowing customers to efficiently purchase products using established procurement procedures. Our team routinely works with procurement professionals to ensure quotations, purchase orders, invoicing, shipping documentation, and contract references meet agency requirements. PepperBall also supports customers who utilize electronic procurement platforms or internal purchasing systems by providing contract pricing, electronic quotations, and the documentation necessary to facilitate compliant purchasing under cooperative contracts such as Sourcewell. Example A municipal law enforcement agency utilized its electronic purchasing system to issue a purchase order referencing an existing cooperative purchasing contract. PepperBall's sales and customer service teams coordinated the electronic quotation, purchase order review, order processing, shipment, and invoicing through our ERP system. The agency was able to complete the procurement efficiently while maintaining compliance with its internal purchasing policies and cooperative purchasing requirements, resulting in timely delivery of the requested PepperBall products and associated training. PepperBall continues to evaluate opportunities to expand its digital procurement capabilities and will work collaboratively with Sourcewell participating entities to accommodate evolving e-Procurement requirements whenever feasible.	*

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	PepperBall offers comprehensive training programs designed to ensure the safe, effective, and responsible deployment of its less-lethal solutions. Training is available to all eligible Sourcewell participating entities and is delivered by PepperBall Certified Instructors and qualified training personnel with extensive law enforcement and public safety experience. Training programs are designed to meet the needs of agencies at all stages of implementation, from initial deployment through ongoing instructor	*

	entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	development and armorer certification. PepperBall's training offerings include: Instructor Certification Courses Armorer Certification Courses End-User Operator Training Command Staff and Agency Orientation Product Demonstrations and Evaluations Refresher and Recertification Training Scenario-Based and Practical Application Training Training emphasizes safe handling, operational deployment, maintenance, policy considerations, use-of-force decision-making, and best practices for integrating less-lethal solutions into agency operations. Delivery Methods Training may be delivered through several methods to accommodate participating agencies, including: On-site training at the customer's facility Regional open-enrollment training courses hosted by PepperBall Agency-specific training events Product demonstrations and hands-on instruction Classroom and practical field exercises PepperBall instructors work directly with participating agencies to schedule training based on operational requirements, personnel availability, and deployment timelines. Standard and Optional Training PepperBall provides product familiarization and implementation support as part of the customer onboarding process. More comprehensive Instructor Certification, Armorer Certification, and advanced training programs are available as optional services and may be purchased separately or included as part of a product package or promotional offering, depending on the equipment purchased and the terms of the Sourcewell agreement. Training Personnel All training is conducted by PepperBall Certified Instructors or authorized training professionals who have extensive experience in law enforcement, corrections, military, and public safety operations. These instructors provide both technical product knowledge and practical operational instruction to ensure agencies can confidently deploy PepperBall solutions. Training Costs Training costs vary depending on the course type, duration, location, number of participants, and agency requirements. Pricing for Instructor Certification, Armorer Certification, and other optional training programs will be provided in	

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		accordance with the awarded Sourcewell contract. PepperBall periodically includes complimentary training seats with qualifying equipment packages or promotional programs, providing additional value to participating agencies. PepperBall remains committed to supporting agencies long after the initial purchase by offering ongoing training opportunities, technical support, product updates, and educational resources that help maximize the effectiveness and longevity of their less-lethal programs.	
42	Describe any technological advances that your proposed Solutions offer.	PepperBall continuously invests in the development and enhancement of its less-lethal solutions to improve officer safety, operational effectiveness, reliability, and ease of deployment. Our product portfolio incorporates advanced engineering, durable materials, and user-focused design to provide public safety agencies with dependable less-lethal options for a wide range of operational environments. Key technological advances include: Compressed Air Propulsion Technology – PepperBall launchers utilize high-pressure air systems that provide consistent projectile velocity without the use of pyrotechnics, allowing for reliable performance while reducing maintenance requirements and simplifying deployment. Mission-Specific Launch Platforms – PepperBall offers a variety of launcher platforms designed to meet different operational needs, including patrol, tactical, corrections, and crowd management applications. Agencies can select solutions that best fit their mission while maintaining common operating principles and ammunition compatibility where applicable. Advanced Projectile Technology – PepperBall projectiles are engineered to deliver consistent performance and can be selected for various operational objectives, including inert training rounds, chemical irritant rounds, marking rounds, and specialized impact projectiles. This flexibility allows agencies to tailor deployment options to specific situations. Ergonomic and Modular Design – Many PepperBall launchers are designed with ergonomic controls and modular accessory compatibility, enabling agencies to configure systems with optics, slings, lights, and other accessories that support operational requirements. Enhanced Training Integration – PepperBall's product ecosystem is supported by comprehensive instructor and armorer certification programs, allowing agencies to maintain operational readiness through standardized training, equipment maintenance, and consistent deployment practices. Continuous Product Improvement – PepperBall regularly evaluates customer feedback, field performance, and emerging operational requirements to enhance product design, manufacturing processes, and overall system performance. This commitment to continuous improvement ensures agencies benefit from reliable, field-tested less-lethal technologies. Through ongoing innovation, quality manufacturing, and customer-driven product development, PepperBall provides public safety agencies with modern less-lethal solutions that enhance readiness, improve operational flexibility, and support safer outcomes for officers and the communities they serve.	*
43	Describe any sustainability initiatives or	PepperBall is committed to conducting its business in a responsible manner by incorporating sustainable practices where practical while maintaining the quality, reliability, and performance required by public safety professionals.	*

	certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	Our sustainability efforts include: Durable, Long-Life Products – PepperBall designs its launchers and related equipment for long service life, helping agencies maximize product lifespan and reduce unnecessary equipment replacement. Refillable and Reusable Systems – Many PepperBall products, including compressed air systems and refillable launchers, are designed for repeated use, reducing waste compared to single-use alternatives. Replacement Parts and Product Support – PepperBall offers replacement parts, maintenance support, and armorer training to help agencies maintain equipment rather than replace it prematurely, extending product life and reducing material waste. Efficient Distribution and Inventory Management – PepperBall works to optimize inventory management, packaging, and shipping practices to improve operational efficiency while minimizing unnecessary waste throughout the order fulfillment process. Digital Business Practices – PepperBall utilizes electronic quotations, digital product literature, electronic invoicing, and electronic communications whenever possible to reduce paper consumption and improve operational efficiency. PepperBall continually evaluates opportunities to improve operational efficiency and incorporate environmentally responsible practices into its manufacturing, packaging, and business operations while maintaining the high performance and reliability expected by public safety agencies. Certifications At this time, PepperBall does not claim any formal sustainability or environmental certifications specifically related to the proposed products. Should additional sustainability initiatives or certifications be implemented during the term of the agreement, PepperBall will communicate those developments to Sourcewell and participating entities as appropriate.	
44	Describe any third-party issued, eco-labels, ratings, or certifications that your proposed solutions hold.	PepperBall's proposed solutions do not currently hold third-party environmental or sustainability certifications, eco-labels, or environmental product ratings. PepperBall's primary focus is the design, manufacture, and support of high-quality, mission-critical less-lethal solutions that meet the demanding performance, reliability, and safety requirements of law enforcement, corrections, military, and other public safety agencies. Although the proposed products are not certified under third-party environmental labeling programs, PepperBall remains committed to responsible business practices, including designing durable products with long service lives, supporting equipment through replacement parts and maintenance programs, utilizing refillable systems where applicable, and incorporating efficient manufacturing and business processes whenever practical. Should PepperBall obtain applicable environmental certifications or eco-labels	*

		in the future, we will provide updated information to Sourcewell and participating entities as appropriate.	
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?	PepperBall distinguishes itself by delivering a comprehensive less-lethal solution that combines innovative products, professional training, exceptional customer support, and direct manufacturer expertise. Rather than offering individual products alone, PepperBall partners with public safety agencies to help them develop, implement, and sustain effective less-lethal programs. Several aspects of PepperBall's organization and solutions are particularly meaningful to Sourcewell participating entities: Manufacturer Expertise As the manufacturer of the proposed solutions, PepperBall maintains direct control over product design, engineering, manufacturing, quality assurance, technical support, and warranty services. Participating entities benefit from working directly with the product manufacturer, ensuring accurate product knowledge, responsive technical assistance, and efficient issue resolution. Comprehensive Less-Lethal Ecosystem PepperBall offers a complete portfolio of less-lethal solutions, including launchers, projectiles, compressed air systems, accessories, replacement parts, training, and ongoing technical support. This integrated approach enables agencies to standardize equipment, simplify procurement, and work with a single trusted partner for their less-lethal program. Industry-Leading Training PepperBall places significant emphasis on training and education. Certified Instructor, Armorer, and End-User training programs help agencies safely deploy and maintain equipment while promoting consistent operational practices. This commitment extends well beyond the initial sale and supports long-term program success. Dedicated Public Safety Focus PepperBall's products are designed specifically for law enforcement, corrections, and other public safety professionals. Our sales, customer service, technical support, and training teams understand the operational challenges agencies face and provide consultative guidance tailored to each customer's mission and deployment objectives. Nationwide Sales and Support PepperBall provides nationwide coverage through Regional Sales Directors, Inside Sales, Customer Service, Technical Support, and an authorized dealer network. This combination of direct manufacturer support and local representation ensures participating entities receive responsive service before, during, and after the purchase. Simplified Procurement Through Sourcewell By combining PepperBall's direct manufacturer support with Sourcewell's competitively awarded cooperative purchasing program, participating entities can reduce procurement time, simplify purchasing, and obtain high-quality less-lethal solutions at competitively awarded pricing without the need to conduct their own solicitation.	*

		These advantages provide meaningful value to Sourcewell participating entities by reducing administrative burden, improving access to expert product knowledge and training, supporting long-term equipment readiness, and delivering a dependable partnership throughout the life of the contract. PepperBall is committed to helping agencies enhance officer and public safety through reliable products, responsive service, and continuous customer support.	

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	PepperBall is not a Minority Business Enterprise (MBE) and does not currently hold MBE certification.	*
47	Women Business Enterprise (WBE)	○ Yes ◉ No	PepperBall is not a Women Business Enterprise (WBE) and does not currently hold WBE certification.	*
48	Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	PepperBall is not a Disabled-Owned Business Enterprise (DOBE) and does not currently hold DOBE certification.	*
49	Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	PepperBall is not a Veteran-OwnedBusinessEnterprise(VBE) and does not currently hold VBE certification.	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	PepperBall is not a Service-DisabledVeteran-OwnedBusiness(SDVOB) and does not currently hold DOBE certification.	*
51	Small Business Enterprise (SBE)	○ Yes ◉ No	PepperBall is not a SmallBusinessEnterprise(SBE) and does not currently hold SBE certification.	*
52	Small Disadvantaged Business (SDB)	○ Yes ◉ No	PepperBall is not a SmallBusinessEnterprise(SBE) and does not currently hold SBE certification.	*
53	Women-Owned Small Business (WOSB)	○ Yes ◉ No	PepperBall is not a Women-OwnedSmallBusiness(WOSB) and does not currently hold WOSB certification.	*

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

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
54	Describe your payment terms.	Payment Terms: PepperBall's standard payment terms are Net 30 days from the invoice date for approved customers. We work with government agencies and authorized distributors to accommodate contract-specific payment requirements where applicable. We accept	*

		ACH, wire transfer, check, and major credit card payments.	
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	Accepted Payment Methods: PepperBall accepts payment by ACH (Automated Clearing House), wire transfer, check, and major credit cards/procurement cards (pCards), including Visa, Mastercard, American Express, and Discover. Credit Card/pCard Fees: PepperBall does not charge additional fees for payments made by credit card or procurement card (pCard), unless otherwise specified in a contract or required by applicable law. Any contract-specific payment requirements will be honored in accordance with the terms of the agreement.	*
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	Leasing, Financing, and As-a-Service Options: PepperBall offers flexible purchasing options to help agencies acquire less-lethal equipment within their budget constraints. Financing and leasing solutions may be available through authorized third-party financing partners and distributors, subject to credit approval and applicable terms and conditions. Available options may include: Equipment leasing with fixed monthly payments. Equipment financing for qualified agencies and organizations. Customized financing solutions for larger purchases or multi-year procurement programs. Bundled equipment, accessories, training, and support as part of a comprehensive acquisition package, where available. Financing and leasing arrangements are administered by qualified third-party financial institutions or authorized distribution partners. Specific terms, rates, and eligibility requirements vary based on the customer, purchase amount, and financing provider. PepperBall works with customers to identify the most appropriate acquisition option based on their operational and budgetary needs.	*
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.	PepperBall utilizes standard commercial transaction documents to facilitate the purchase, delivery, and support of its products and services. Depending on the scope of the purchase, Participating Entities may receive one or more of the following: Sales quotation or order form identifying the products, quantities, pricing, applicable contract number, and delivery information. Sales order acknowledgment confirming acceptance of the order. Commercial invoice. Product warranty documentation. Training registration and enrollment documentation, when applicable. Return Merchandise Authorization (RMA) documentation for warranty claims or product returns. End User License Agreement (EULA) or software terms for applicable software or digital services, if included with the purchased products. PepperBall's standard Terms and Conditions of Sale apply unless superseded by the terms of the awarded contract or otherwise	*

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		negotiated in writing. For purchases made under a cooperative purchasing agreement, the terms and conditions of the awarded agreement will govern in the event of any conflict. PepperBall does not typically require separate service level agreements (SLAs) for standard product purchases. Any maintenance, support, training, or professional services provided will be documented in the applicable quotation, statement of work, or purchase documentation, as appropriate. PepperBall will provide copies of its standard transaction documents, including its Terms and Conditions of Sale, quotation template, order form (if applicable), warranty documentation, and any other standard customer-facing agreements, as part of its proposal or upon request.	
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.	Pricing Model PepperBall proposes a line-item pricing model. Each product and service is individually priced to provide Participating Entities with transparent, easy-to-evaluate pricing. Pricing includes the contract discount and will remain firm in accordance with the terms of the awarded agreement. Products not specifically listed in the pricing schedule will be offered at a discount consistent with the awarded discount structure.PepperBall reserves the right to introduce new products during the contract period. Any new products will be offered at pricing consistent with or better than the awarded discount structure. PepperBall also offers product bundles and package pricing that combine launchers, projectiles, accessories, air systems, and training to provide additional value to Participating Entities where applicable.	*
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.	In addition to the contract pricing and discounts proposed, PepperBall may offer additional discounts for qualifying purchases based on order size, product mix, and overall procurement value. These additional discounts are intended to maximize value for Participating Entities while supporting larger agency deployments. Additional pricing considerations may include:	*

		Volume discounts for larger equipment purchases. Agency-wide deployment pricing for standardized equipment programs. Bundled pricing for complete solutions that combine launchers, projectiles, accessories, air systems, and training. Special pricing for multi-agency or cooperative purchases, where applicable. Promotional pricing offered periodically during the contract term, provided such pricing is extended to all eligible Participating Entities under the awarded contract. PepperBall evaluates large or unique procurement opportunities individually and will work with Participating Entities to provide the most competitive pricing available while maintaining compliance with the contract terms. Rebate Programs PepperBall does not currently offer a standard rebate program. Any additional incentives or promotional pricing offered during the contract term will be made available in accordance with the terms of the awarded agreement and applicable procurement requirements.	
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	PepperBall recognizes that Participating Entities may occasionally require products, accessories, replacement parts, or related services that are not specifically identified in the awarded contract. When requested, PepperBall will work directly with the Participating Entity to provide these non-contracted items or services in accordance with the procurement policies of the participating agency and the terms of the awarded agreement. Non-contracted products may include newly released products, specialty accessories, replacement components, custom configurations, or professional services that were not available or included at the time of contract award. Pricing for non-contracted items or services will be based on PepperBall's then-current commercial pricing or applicable price list and, whenever possible, will be offered at a discount consistent with the contract's pricing structure. No administrative, handling, or processing fees are assessed solely because an item is not included in the contract. If a requested item or service is outside the scope of the awarded agreement, PepperBall will clearly identify it as a non-contract item and provide a separate quotation for the Participating Entity's review and approval prior to fulfillment. PepperBall is committed to maintaining transparency in pricing and ensuring Participating Entities receive competitive pricing for both contracted and non-contracted products while remaining compliant with applicable procurement requirements.	*
61	Identify any element of the total cost of	Unless otherwise stated in the submitted pricing schedule, the prices provided by PepperBall represent the cost of the products identified and	*

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	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.	do not include applicable taxes, freight or shipping charges (when applicable), or any customer-requested services outside the scope of the awarded contract. Additional costs that may apply, depending on the Participating Entity's requirements, include: Applicable federal, state, or local taxes, unless the purchaser is tax-exempt. Optional expedited shipping or special delivery services requested by the customer. Optional on-site training, travel, lodging, or related expenses when training is requested at the customer's location and not included in the quoted package. Optional installation, customization, or other professional services not included in the submitted pricing. Customer-requested special packaging, export documentation, or other unique fulfillment requirements. PepperBall does not charge hidden administrative, order processing, documentation, or convenience fees. Any additional costs not included in the submitted pricing will be clearly identified and disclosed in advance on the customer's quotation or order documentation, allowing the Participating Entity to review and approve all charges prior to purchase.	
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	PepperBall ships products throughout the contiguous United States using reputable commercial carriers selected based on destination, shipment size, service level, and delivery requirements. Freight and Shipping Costs Freight and shipping charges are not included in product pricing unless specifically identified in the quotation or pricing schedule. Shipping charges are based on actual transportation costs, shipment weight, dimensions, destination, and requested delivery method. Customers may request standard ground, expedited, or other specialized shipping services based on operational needs. For large equipment orders or agency-wide deployments, PepperBall may offer prepaid freight or reduced shipping costs at its discretion or as identified in the quotation. Delivery Standard deliveries are made to the customer's designated shipping location within the contiguous United States. Delivery schedules vary depending on product availability, order size, and destination. Customers are provided shipment tracking information when available. PepperBall does not assess separate handling, packaging, or administrative fees beyond the disclosed freight and shipping charges. Any applicable freight charges will be clearly identified on the quotation	*

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		and invoice prior to shipment, ensuring complete pricing transparency for Participating Entities.	
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	PepperBall is experienced in shipping products to Alaska, Hawaii, Canada, and other offshore destinations. Freight and shipping charges for these locations are not included in the standard product pricing and are quoted separately based on the specific order requirements. Freight and Shipping Costs Shipping charges are based on actual transportation costs, shipment weight, dimensions, destination, selected carrier, and requested service level. Expedited shipping, air freight, or specialized transportation services are available upon request and are quoted separately. International shipments, including those to Canada, may be subject to customs duties, taxes, brokerage fees, import permits, or other government-imposed charges. These costs are the responsibility of the purchaser unless otherwise agreed in writing. Certain PepperBall products may be subject to export control regulations or additional shipping requirements. PepperBall will work with the Participating Entity to ensure compliance with all applicable U.S. export laws and destination-country import requirements. Delivery Delivery timelines vary based on product availability, destination, customs processing (where applicable), and carrier schedules. PepperBall provides shipment tracking information whenever available and coordinates with customers to ensure efficient delivery. PepperBall does not assess separate handling, packaging, or administrative fees beyond the disclosed freight and shipping costs. All applicable freight charges and any known delivery-related costs will be identified in the quotation prior to order acceptance, ensuring complete transparency for Participating Entities.	*
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	PepperBall supports flexible distribution, delivery, and deployment methods designed to meet the operational needs of law enforcement, corrections, military, government, and public safety agencies. PepperBall may fulfill orders directly or through authorized distribution partners, depending on customer requirements, contract terms, product availability, and delivery location. This allows Participating Entities to receive products efficiently while maintaining access to knowledgeable sales, training, and customer support resources. For larger agency deployments, PepperBall can support phased delivery schedules, coordinated shipment timing, and bundled equipment packages that align with agency rollout plans, training schedules, or budget cycles. Bundled solutions may include launchers, projectiles, accessories, air systems, replacement parts, and training seats.	*

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		PepperBall also offers training-supported deployment, where equipment acquisition can be coordinated with instructor, armorer, or end-user training to help ensure safe, effective, and consistent implementation. PepperBall does not charge separate deployment, distribution, or administrative fees unless a customer requests specialized services outside the standard scope of the order. Any such costs will be clearly identified in advance on the quotation.	
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.	Describeanyself-auditprocessesorprogramsthatyouwillemploytoverifythatSourcewellparticipatingentitieshaveobtainedAgreementpricingandtoverifycompliancewiththeresultingAgreement.	*
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	PepperBall is committed to ensuring that all purchases made under the Sourcewell Agreement receive the appropriate contract pricing and are processed in accordance with the terms and conditions of the awarded Agreement. PepperBall utilizes internal sales and order management systems to identify Sourcewell transactions and verify that the correct contract pricing is applied prior to order acceptance and invoicing. Sales personnel are trained on cooperative purchasing requirements and are responsible for confirming contract eligibility before processing orders. PepperBall's self-audit process includes: Verification that the purchasing agency is an eligible Sourcewell Participating Entity. Confirmation that Sourcewell contract pricing and applicable discounts are correctly applied to quotations, sales orders, and invoices. Periodic review of contract transactions to ensure pricing accuracy and compliance with the awarded Agreement. Internal review of any pricing exceptions or special quotations to ensure consistency with contract requirements. Maintenance of transaction records sufficient to support reporting, contract administration, and audit requests. Prompt investigation and correction of any identified pricing or administrative discrepancies. PepperBall is committed to working collaboratively with Sourcewell and Participating Entities to address any questions regarding pricing, reporting, or contract compliance. Should an error be identified, PepperBall will promptly implement corrective action, including issuing appropriate credits or revised invoices when necessary.	*
67	Provide a proposed Administration Fee payable to Sourcewell.	PepperBall proposes an Administrative Fee of 1.0% of the net sales amount for all completed transactions made under the resulting Sourcewell Master Agreement.	*

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	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.	The Administrative Fee will be calculated on completed sales to eligible Sourcewell Participating Entities during each reporting period and remitted to Sourcewell in accordance with the terms and reporting requirements of the Master Agreement. The proposed Administrative Fee is included in PepperBall's pricing and will not be added as a separate line item or additional charge to Participating Entities. PepperBall understands that the Administrative Fee is consideration for the contract administration, marketing, and support services provided by Sourcewell and agrees to comply with all reporting and remittance requirements set forth in the resulting Agreement.	

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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.	The pricing offered under this proposal is based on PepperBall's standard commercial pricing structure and reflects discounted contract pricing available to eligible public safety, law enforcement, corrections, military, and government agencies. Pricing is established based on several factors, including: • Product type, configuration, and quantity purchased • Volume-based purchasing efficiencies • Long-term contract participation and cooperative purchasing benefits • Manufacturing, materials, and supply chain costs • Training, support, and service requirements • Freight, logistics, and distribution considerations The proposed pricing is intended to provide competitive, transparent, and consistent pricing throughout the contract term while ensuring agencies receive access to PepperBall's full portfolio of less-lethal launchers, munitions, accessories, replacement parts, training, maintenance support, and related services. PepperBall may offer additional discounts or promotional incentives based on order volume, agency-wide standardization initiatives, bundled equipment purchases, training packages, contract-specific programs, or other mutually beneficial purchasing opportunities. Such discounts, when available, will be applied in accordance with contract terms and applicable procurement requirements. The pricing submitted is based on current market conditions, manufacturing costs, and operational expenses at the time of proposal submission. PepperBall is committed to maintaining fair and competitive pricing while providing high-quality products, training, technical support, warranty services, and customer service to participating agencies.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B, and 7C)- Category 1 Conducted Energy Weapons (CEWs)

A proposer can propose only under Category 1, *or* demonstrate they are able to provide at least 1 solution listed under Category 1 *and* at least 1 solution under Category 2, they would select Category 1; and provide one response under Category 1.

If a proposer can demonstrate they are *only* able to provide the solutions listed under Category 2, they would select Category 2; and provide one response under Category 2.

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.

☑ We will not be submitting for Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B, and 7C)- Category 1 Conducted Energy Weapons (CEWs)

#	Subcategory or Type	Offered *	Comments *	
69	Probe-deployed conducted energy weapons and related cartridges, probes, and wires	○ Yes ○ No		*
70	Parts, accessories, systems, and services directly related to the respondents offering above, including those used to manage, maintain, retrieve device data, along with maintenance, repair, and training	○ Yes ○ No		*
71	Please describe other Solutions not specifically mentioned in this Table 7A, that are within the scope of this RFP	○ Yes ○ No		*

Table 7B: Depth and Breadth of Offered Solutions - Category 2 Non-CEW Less Lethal Solutions

A proposer can propose only under Category 1, *or* demonstrate they are able to provide at least 1 solution listed under Category 1 *and* at least 1 solution under Category 2, they would select Category 1; and provide one response under Category 1.

If a proposer can demonstrate they are *only* able to provide the solutions listed under Category 2, they would select Category 2; and provide one response under Category 2.

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.

☐ We will not be submitting for Table 7B: Depth and Breadth of Offered Solutions - Category 2 Non-CEW Less Lethal Solutions

#	Subcategory or Type	Offered *	Comments *	
72	Chemical & Sensory Solutions	◉ Yes ○ No	PepperBall offers a comprehensive portfolio of chemical irritant and sensory-impact solutions designed to assist law enforcement, corrections, military, and public safety agencies in gaining compliance, creating distance, reducing risk, and resolving incidents while minimizing the likelihood of serious injury. PepperBall projectiles utilize a proprietary PAVA (Pelargonic Acid Vanillylamide) powder irritant that produces temporary sensory effects upon deployment. These effects may include irritation of the eyes, nose, throat, and respiratory system, encouraging voluntary compliance and	*

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			providing officers additional time and distance to safely manage an incident. Available chemical and sensory solutions include: • Live-X™ Projectiles – Impact and area-saturation rounds containing PAVA irritant for direct or indirect deployment. • MAXX™ Projectiles – Enhanced area-saturation rounds designed to disperse a larger irritant cloud for crowd management, barricaded subjects, and area-denial applications. • Glass Breaker Projectiles – Specialized rounds designed to breach tempered vehicle glass while simultaneously delivering irritant payloads when appropriate. • Inert Training Projectiles – Non-irritant rounds used for training, qualification, and scenario-based exercises. Key Benefits: • Standoff deployment capability from greater distances than traditional hand-held aerosol products. • Reduced need for close physical contact during many encounters. • Consistent payload delivery through PepperBall launcher systems. • Flexible deployment options suitable for individual subjects, vehicle extractions, barricaded subjects, corrections environments, and crowd management situations. • Integration into existing agency use-of-force policies and less-lethal programs. All PepperBall chemical and sensory solutions are supported by manufacturer-approved training programs, operational guidance, safety protocols, and deployment best practices. Agencies should ensure personnel are trained and policies are established regarding appropriate deployment, reporting, decontamination procedures, and post-incident medical considerations.	
73	Impact & Munitions-Based Solutions	(•) Yes ( ) No	PepperBall offers a range of impact and munitions-based less-lethal solutions designed to provide law enforcement, corrections, military, and public safety agencies with effective options for gaining compliance, creating distance, and resolving critical incidents while reducing the likelihood of serious injury. PepperBall's launcher systems deploy specialized projectiles using compressed-air technology, providing accurate and consistent performance at extended standoff distances. Depending on the mission requirements, agencies can deploy impact-only, chemical irritant, training, and specialty munitions from a common launcher platform. Impact & Munitions-Based Capabilities • Direct Impact Applications – Projectiles can be deployed to create a pain-compliance stimulus intended to gain compliance, redirect behavior, or	*

			create an opportunity for officers to safely control a situation. • Area Saturation Applications – Certain munitions are designed to disperse irritant payloads upon impact, providing area-denial and compliance effects without requiring direct contact with the subject. • Vehicle and Barrier Defeat Solutions – Specialty glass-breaker rounds are available for breaching tempered vehicle glass and facilitating deployment into occupied vehicles when authorized by agency policy. • Training and Qualification Munitions – Inert projectiles provide realistic training opportunities while allowing agencies to conduct qualification and scenario-based exercises without chemical exposure. Launcher Platforms PepperBall's launcher family includes handheld, shoulder-fired, and magazine-fed systems designed for patrol, corrections, tactical, and crowd-management operations. These platforms provide: Rapid deployment capability Consistent projectile velocity and accuracy Extended standoff distances Compatibility with multiple munition types Reduced training burden through common operating procedures Operational Applications PepperBall impact and munitions-based solutions are commonly used for: Subject compliance and de-escalation Barricaded subject incidents Vehicle extractions Crowd management and civil disturbance response Corrections operations Tactical support operations Perimeter security and area-denial situations All PepperBall launchers and munitions are supported by certified instructor training, armorer programs, product manuals, maintenance guidance, and operational best practices to help agencies safely and effectively integrate less-lethal capabilities into their use-of-force continuum.	
74	Control & Restraint Devices (including Electronic Control Devices (ECDs)), not including CEWs	○ Yes ◉ No	N/A	*

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75	Parts, accessories, systems, and services directly related to the respondents offering above, including those used to manage, maintain, retrieve device data, along with maintenance, repair, and training	○ Yes ◉ No	PepperBall offers a comprehensive range of parts, accessories, systems, services, maintenance support, and training programs designed to support the operational readiness and long-term performance of its less-lethal launcher platforms and munitions. Parts and Accessories PepperBall provides replacement parts and accessories for its launcher systems, including: • Replacement magazines and magazine components • High-pressure air (HPA) cylinders and related hardware • Tank mounting systems and clamps • Fill adapters, regulators, and air system components • Sights, slings, and mounting accessories • Maintenance kits and replacement seals • Launcher-specific repair and replacement components • Carrying cases and storage solutions Munitions and Consumables • Live-X™ projectiles • MAXX™ projectiles • Glass Breaker projectiles • Inert training projectiles • Training consumables and range supplies • Compressed-air system accessories Maintenance and Repair Services • Technical support and troubleshooting assistance • Warranty administration and repair services • Return Material Authorization (RMA) processing • Factory inspection and repair services • Replacement parts fulfillment • Preventive maintenance guidance • Armorer-level maintenance support and resources Training Services PepperBall offers certified training programs designed to support safe and effective deployment, including: • Instructor Certification Courses • Armorer Certification Courses • End-User Operator Training • Train-the-Trainer Programs • Agency-Specific Training Programs • Refresher and Recertification Training • Scenario-Based Training Exercises • Policy and Deployment Best Practices Data Management and Device Information PepperBall launcher systems do not independently collect, store, transmit, or manage electronic device data. As a result, no proprietary software is required for launcher operation, data retrieval, or evidence management. Agencies maintain accountability, deployment records, and incident documentation through their existing records management systems, digital evidence platforms, body-worn camera systems, and agency reporting	*

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			processes. Customer Support PepperBall provides ongoing customer service, technical assistance, product support, training coordination, and operational guidance to assist agencies throughout the lifecycle of their equipment. These products and services allow agencies to maintain operational readiness, maximize equipment service life, and ensure personnel are properly trained in the safe and effective use of PepperBall less-lethal systems.	
76	Please describe other Solutions not specifically mentioned in this Table 7B, that are within the scope of this RFP.	(•) Yes ( ) No	In addition to the products and services identified in Table 7B, PepperBall offers a comprehensive less-lethal ecosystem that supports agencies throughout the procurement, implementation, deployment, and sustainment lifecycle. Additional solutions include: • Comprehensive Instructor Certification and Armorer Certification Programs • Agency-specific implementation support, deployment planning, and policy guidance • Product demonstrations, evaluations, and field trial programs • Customized equipment packages and mission-specific configurations • Crowd management and civil disturbance response solutions • Vehicle extraction and barricaded subject response capabilities • Operational readiness assessments and equipment sustainment programs • Technical support, warranty administration, and repair services • Agency transition assistance for organizations implementing less-lethal programs for the first time • Training support materials, instructor resources, and continuing education opportunities • Inventory replenishment programs and recurring procurement support • Strategic account management and customer success services PepperBall's solutions are designed to provide agencies with scalable less-lethal options that can be deployed across patrol, corrections, tactical, crowd management, detention, transportation, and public safety operations. The company combines launcher systems, munitions, training, technical support, and operational expertise to help agencies improve	*

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			officer safety, increase standoff distance, enhance de-escalation options, and reduce reliance on higher levels of force when appropriate. PepperBall continually evaluates emerging customer requirements and may introduce new products, accessories, training programs, and support services during the contract term that fall within the scope of this RFP and are intended to further support public safety agencies.	

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

#	Question	Response *	
77	What testing, certification, or performance validation has been completed for your offered products, including reliability, durability, environmental performance, and deployment consistency?	PepperBall products have undergone extensive testing and validation to ensure reliability, durability, environmental performance, and deployment consistency in law enforcement and public safety applications. Testing and validation activities include: • Reliability Testing – Launchers and munitions are subjected to repeated-cycle testing to verify consistent operation, feeding, firing, and accuracy throughout their service life. • Durability Testing – Products are evaluated under demanding operational conditions, including drop testing, impact resistance, vibration testing, and long-term wear assessments to ensure dependable performance in field environments. • Environmental Performance Testing – PepperBall products are tested across a range of environmental conditions, including temperature extremes, humidity, and storage conditions, to validate functionality and effectiveness in diverse climates and operational settings. • Deployment Consistency Testing – Projectiles and irritant payloads are tested to verify consistent velocity, accuracy, dispersion patterns, and effective delivery of payloads from launcher systems. Quality control processes help ensure uniform performance across production lots. • Quality Assurance and Manufacturing Controls – PepperBall utilizes documented quality control procedures, inspection processes, and production testing to maintain product consistency and compliance with internal performance specifications. • Field Validation – PepperBall systems have been deployed by law enforcement, corrections, military, and public safety agencies throughout the United States and internationally, providing extensive real-world operational validation.	*
78	How do your products support evidence collection, incident documentation,	PepperBall's less-lethal launchers and munitions are designed to support agency accountability, incident documentation, and evidence management practices through standardized deployment procedures and inventory controls.	*

	device accountability, data retention, or integration with software and digital evidence systems, if applicable?	• Device Accountability – PepperBall launchers are assigned and tracked by agencies through established armory, inventory, and asset-management procedures. Serialized launchers allow agencies to maintain records of issuance, maintenance, and deployment history. • Incident Documentation – Agencies document PepperBall deployments through their existing reporting processes, including use-of-force reports, incident reports, body-worn camera systems, in-car video systems, and other documentation platforms utilized by the agency. • Evidence Collection – PepperBall projectiles, shell casings (where applicable), and recovered munitions may be collected and retained as evidence in accordance with agency policies and procedures. Product lot numbers and manufacturing records support traceability. • Data Retention – PepperBall products do not independently collect, store, or transmit digital data. Any retention of deployment records, video evidence, or incident documentation is managed through the agency's existing records management, evidence management, or digital evidence systems. • Software Integration – PepperBall launchers and munitions do not require proprietary software and do not create a separate digital evidence database. This allows agencies to utilize their existing Records Management Systems (RMS), Computer-Aided Dispatch (CAD) systems, body-worn camera platforms, and digital evidence management solutions without additional integration requirements. • Operational Accountability – PepperBall's training programs emphasize proper documentation, deployment reporting, inventory control, and adherence to agency policies to support transparency and accountability. PepperBall products are designed to integrate seamlessly into existing agency workflows without creating additional software infrastructure requirements, allowing agencies to leverage their current evidence management and reporting systems.	
79	What legal, regulatory, safety, storage, shipping, and policy considerations should agencies understand when purchasing, deploying, and maintaining your less lethal products?	Agencies purchasing, deploying, and maintaining PepperBall less-lethal products should be aware of the following legal, regulatory, safety, storage, shipping, and policy considerations: Legal and Regulatory Considerations • Agencies are responsible for ensuring compliance with all applicable federal, state, and local laws governing the purchase, possession, deployment, and use of less-lethal devices and chemical irritant products. • PepperBall products should be incorporated into agency use-of-force policies, operational procedures, and training programs consistent with applicable laws and professional standards. • Agencies should consult legal counsel regarding policy development, deployment criteria, reporting requirements, and record retention practices. Training and Safety • Personnel should successfully complete agency-approved training before carrying or deploying PepperBall systems.	*

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		• Agencies should establish written policies governing authorization, deployment criteria, reporting requirements, storage, maintenance, and accountability. • Operators should follow all safety guidelines contained in PepperBall product manuals, training materials, and manufacturer recommendations. • Appropriate eye protection and training safety equipment should be used during training exercises. Storage and Inventory Management • Launchers, munitions, and compressed-air systems should be stored in secure, controlled-access locations in accordance with agency policy. • Products should be protected from excessive heat, moisture, direct sunlight, and other environmental conditions that could impact performance. • Agencies should maintain inventory controls, lot tracking, and periodic inspections to ensure operational readiness. Compressed Air and Equipment Maintenance • High-pressure air systems and cylinders should be inspected, maintained, and serviced in accordance with manufacturer recommendations and applicable industry standards. • Agencies should routinely inspect launchers, magazines, seals, regulators, and related components for wear or damage. • Preventive maintenance schedules should be followed to maximize reliability and service life. Shipping and Transportation • Certain PepperBall products may be subject to carrier-specific, hazardous-material, compressed-gas, or other transportation requirements depending on the item being shipped. • Agencies should follow applicable shipping, transportation, and storage regulations when transferring products between facilities or jurisdictions. • International shipments may be subject to additional export, customs, or import regulations. Policy and Operational Considerations • Agencies should establish clear deployment guidelines, reporting procedures, supervisory review processes, and post-incident documentation requirements. • PepperBall products are intended to provide officers with additional force options and should be integrated into the agency's overall use-of-force framework. • Regular training, recertification, equipment inspections, and policy reviews are recommended to ensure safe and effective deployment. PepperBall provides product manuals, operator instructions, armorer resources, and certified training programs to assist agencies in implementing safe, effective, and policy-compliant less-lethal programs.	
80	Describe in detail warranties offered and how they will be administered, including if they	PepperBall stands behind the quality and reliability of its products and provides warranty coverage designed to support agencies throughout the product lifecycle. Warranty Coverage	*

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	cover all products, parts, labor, and geographic locations covered.	• PepperBall launchers are covered by a manufacturer's limited warranty against defects in materials and workmanship under normal use and service conditions. • Warranty coverage applies to eligible components and parts supplied by PepperBall and is subject to the terms and conditions outlined in the applicable product warranty documentation. • Replacement parts provided under warranty are covered for the remainder of the original warranty period or as otherwise specified by PepperBall. Administration of Warranty Claims • Agencies may initiate warranty claims by contacting PepperBall Customer Service or Technical Support. • PepperBall personnel will work with the agency to diagnose the issue, determine warranty eligibility, and identify the appropriate corrective action. • Depending on the nature of the issue, PepperBall may provide troubleshooting assistance, replacement components, repair services, or product replacement. • Return Material Authorization (RMA) procedures are utilized when equipment must be returned for inspection, repair, or replacement. Parts and Labor • For approved warranty claims, PepperBall covers repair or replacement of qualifying defective parts and associated labor required to correct manufacturing defects. • Warranty coverage does not typically extend to normal wear items, consumable products, damage resulting from misuse, unauthorized modifications, improper maintenance, accidents, or use outside of published operating specifications. Geographic Coverage • Warranty support is available to agencies throughout the United States and in authorized international markets where PepperBall products are sold and supported. • Warranty service is administered through PepperBall's customer service and technical support teams, with support provided remotely and, when necessary, through product return and repair processes. Technical Support and Service • PepperBall maintains dedicated customer service and technical support resources to assist agencies with product operation, maintenance, troubleshooting, warranty questions, and replacement parts. • Certified armorer training and maintenance resources are available to help agencies maintain equipment readiness and reduce downtime. PepperBall is committed to providing responsive customer support and timely resolution of warranty-related issues to ensure agencies maintain operational readiness and confidence in their less-lethal equipment.	

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

Line Item 78. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) **via redline in the Master Agreement Template provided** in the "Bid Documents" section. Proposer must upload the redlined Master Agreement Template, in **Microsoft Word format** in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

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

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

#	Item Description	Unit Price	Comment
81	CEW Handle / Device Unit		
82	CEW – Premium/Advanced Model		
83	Live Duty Cartridge (21 ft)		
84	Live Duty Cartridge (15 ft)		
85	Live Duty Cartridge (25 ft)		
86	Training Cartridge (21 ft)		
87	Training Cartridge – Inert		
88	Ambidextrous Holster (Level II)		
89	Single Bay Dock & Core		
90	6-Bay Dock & Core		
91	Battery Pack (rechargeable)		
92	Battery Pack (non-rechargeable)		
93	Cartridge Carrier / Pouch		
94	Semi-automatic less-lethal chemical launcher (Less-Lethal / Chemical-Kinetic)		
95	Enhanced less-lethal chemical projectile launcher (Less-Lethal / Chemical-Kinetic)		
96	Single-shot blunt-impact projectile launcher (Kinetic / Blunt Impact)		
97	Remote restraint pre-escalation device (Remote Restraint / Pre-Escalation)		

Documents

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

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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 - Sourcewell Pricelist Q3 2026.xlsx - Monday July 06, 2026 15:31:54
- Financial Strength and Stability - Sourcewell PepperBall Financial strength.pdf - Tuesday July 07, 2026 09:40:06
- Marketing Plan/Samples - PepperBall_Sourcewell_Marketing_Plan.pdf - Monday July 06, 2026 15:50:51
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Sourcewell Standard Transcation example.pdf - Monday July 06, 2026 16:00:05
- Requested Exceptions (optional)
- Upload Additional Document (optional)

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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. - Christine Marsh, Director of Inside Sales, United Tactical Systems dba PepperBall

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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_1_Conducted_Energy_Weapons_RFP_070726 Tue May 19 2026 03:46 PM	☑	1