

**STATE EMERGENCY RESPONSE COMMISSION
2027 UNITED WE STAND (UWS) ALLOCATION APPLICATION
TITLE PAGE**

Applicant: Nevada State Police Training Division
Address: 2101 Snyder Avenue Carson City, NV 89701

RECEIVED
APR 17 2026
NEVADA
SERC

State Agency Project Manager:

Name: James T. Simpson Title: Major
Address: 2101 Snyder Avenue City/Zip: Carson City, NV 89701
Phone: 775-687-2408 Fax: N/A
E-mail: jsimpson@dps.state.nv.us

State Agency Fiscal Officer:

Name: Kristi Defer Title: ASO IV Senior Fiscal Officer
Address: 555 Wright Way City/Zip: Carson City, NV 89711
Phone: 775-684-4536 Fax: N/A
E-mail: kdefer@dps.state.nv.us

Budget Summary:

| Planning | Training | Supplies | Equipment | Total* |
|----------|----------|----------|-------------|-------------|
| | | | \$31,920.00 | \$31,920.00 |

Round up total* to the nearest dollar.

AGENCY APPROVAL (Department head of state agency):

On behalf of the above-named agency, I certify this agency has reviewed this allocation application and agrees to abide by the Federal and State procedures which are related to the acceptance of funds.

Signature of Department Head of state agency 4/16/26
Date

George Togliatti, Director
Print Name and Title

PROJECT MANAGER APPROVAL (Chief/Administrator of division of the state agency):

James T. Simpson
Signature of Project Manager April 16, 2026
Date

James T. Simpson – Major
Print Name and Title

I. GOALS:

Tell the SERC what you want to accomplish with this Allocation. **Provide a separate discussion of each goal and justify its need to support preparedness to combat terrorism.** The goals are general statements of desired results and identify intended outcomes the program has established to achieve. Justification to support preparedness to combat terrorism must be addressed.

The Nevada State Police Training Division is responsible for the training and development of newly hired cadets and the continuing education and growth of sworn personnel. The Division is seeking support to achieve its goal of increasing its ability and effectiveness when responding to violent events such as active assailants, attacks on our officers, and/or terrorist attacks.

Our objective is to provide the Division with appropriate force-on-force equipment to be used while training new cadets as well as during annual training of the several divisions within the Nevada State Police. More efficient and realistic training will increase an officer's confidence when having to respond to a potentially violent situation such as an active shooter. As the world and technology evolves around us, updating training techniques and equipment is an absolute must, as opposed to simply practicing with rubber or "finger" guns.

II. OBJECTIVES:

How do you plan to achieve the goals listed above? Include specific uses of this allocation funding to support preparedness to combat terrorism. Objectives focus on the methods/activities to be used to achieve the goals they support.

Answer these questions in each objective:

- ✓ WHAT will be purchased with these Allocation funds?
- ✓ WHO will complete the purchases awarded?
- ✓ WHEN will the purchases be made and the activity implemented?

In reference to our goal, the Training Division plans to purchase 3000 non-marking 9mm rounds, 4000 silent blank 9mm rounds, 5000 loud battlefield blank 9mm rounds, 3000 man-marking 9mm rounds, 1800 non-marking 5.56 rounds, 1800 silent blank 5.56 rounds, 3600 loud battlefield blank 5.56 rounds, 2700 man-marking 5.56 rounds, 200 12-gauge blank shotgun shells, 12 Sig Sauer P320 UTM blank only barrels, 6 UTM masks and 8 UTM Groin Protection units would be purchased to augment our current conversion kits. 24 "Blue" Training Taser 7s would be purchased to allow realistic weapon drawing during scenarios and pressure testing. 20 Training tourniquets would be purchased to aid in TAC-Med training and 6 wood 3/4inch dowels for use with a door breaching simulator equipment. The quantity requested reflects the needs of the Training Division in both Northern and Southern Commands, which is responsible for training new cadets and the sworn officers stationed within their respective region. The requested amount will be able to provide an adequate amount of equipment, as tracked over the last year, to achieve quality training with a high degree of realism for both groups. While the Division adamantly strives to conserve and prolong equipment's use, the requested consumable equipment (ammunition and wooden dowels) and durable equipment (conversion kits, Protective Equipment, TAC Med equipment, training Taser 7s) will provide the opportunity to not cut training short or limit repetitions due to lack of supply.

III. **UNITED WE STAND PRIORITIES, (to combat Terrorism):**

Identify how each item (or category of items) requested addresses at least one of the United We Stand, to combat Terrorism priorities.



UWS Priorities.pdf

The Nevada State Police constantly strive for a safer Nevada. The Training Division is the foundation for creating competent officers that are capable of keeping Nevada communities as safe as possible. Unfortunately, active assailants and terroristic attacks, whether domestic or foreign in origin, are very possible realities we face. There are numerous events that support this fact such as the targeted killings of two Minnesota State Legislators on 6/14/2025, the Annunciation Catholic Church shooting in Minneapolis Minnesota on 8/27/2025, and the Leland High School homecoming football game shooting in Leland Mississippi on 10/11/2025. The State of Nevada experienced a mass shooting on 7/28/2025 when a gunman opened fire in the valet area of the Grand Sierra Resort in Reno, killing three and injuring three more.

With the equipment, the Training Division can ensure reliable, high quality, and realistic training for cadets in our basic law enforcement academy, as well as in the annual training for sworn personnel across the state. Being able to train with equipment that is much more comparable to the equipment used in the field will greatly increase its effectiveness when our officers respond to violent situations. Having received more repetitions and being more familiar using practical equipment, our officers will be able to ensure a safer Nevada.

IV. BUDGETS:

Please prioritize your request as awards may need to be reduced based on available funding. Do not round the unit prices or the line-item totals. Round up the grand total of each category to the nearest dollar.

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Total UTM Training Ammunition: \$20,102.40
SIG 320 UTM Blank Conversion Kits (Barrel Only): \$4,296.00
AR15 Blank/Marking Conversion Kits: \$2,460.00
Estimate UTM Freight: (total for all requests) \$1049.80
12 gauge shotgun blanks: \$167.92
Training Taser 7s: \$1,679.76
Blue Training Tourniquet: \$699.80
UTM Helmet: \$1,848.00
UTM Groin Protector: \$635.20
Wooden Dowels: \$24.84

Planning:

Requests to contract with a consultant must be accompanied by at least two competitive bids. The bids must include an itemized quote and detailed scope of work from the consultant.

Training:

All training requests must first be made through the Department of Emergency Management (DEM). If the DEM declines the training, the request may be included in the allocation application along with the letter of declination.

Requests to contract to provide training must be accompanied by at least two competitive bids. The bids must include an itemized quote and detailed scope of work from the consultant.

State per diem rates (which generally follow the federal GSA rates; (<http://www.gsa.gov>) will prevail unless local rates are less. Travel eligibility requirements and rates are further defined in SERC policy 8.5. The rates listed below are for the calendar year 2024 only and are subject to change.

*If a privately owned vehicle is used for agency convenience, mileage may be reimbursed at the State rate, currently .655 cents per mile. If a personal vehicle is used for personal convenience, the reimbursement allowed is .3275 cents per mile. If an agency vehicle is used, reimbursement may be made for fuel charges based on receipt or agency fuel logs. Airport parking (**most economical lot only**) and ground transportation expenses are reimbursable upon presentation of receipts. Rental cars must be pre-approved by the SERC.*

Supplies -

Explain the type of supplies requested and how it relates to achieving the established goals and objectives to support preparedness to combat terrorism.

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Equipment -

Describe the equipment and how it will benefit the project, and why it is necessary to achieve established goals and objectives.

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The current inventory of the Nevada State Police makes it difficult to consistently maintain a high level of training for active shooter events due to concurrent academy classes, in-service training, multiple agency training exercises, and duty stations being spread across the state. With a more robust inventory, the Nevada State Police will be able to consistently maintain a high level of training. With our limited equipment available, we have, at times, been reduced to using rubber guns which creates "training scars" for officers as it removes the opportunity for officers to have to make the conscious decision to pull the trigger in the scenarios presented to them. To accomplish its ongoing goal of a safer Nevada, the requested equipment is imperative for the Nevada State Police. In the event of an active shooter and/or terrorist attack, it is the responsibility of the Nevada State Police to do everything in its power to protect our citizens by responding swiftly and effectively to such threats. This begins with high quality training.

The listed equipment is crucial in allowing us to make training scenarios as real as possible, without making it an actual violent situation with live ammunition and firearms. Being able to make scenarios realistic without having to sacrifice safety will result in proficient officers capable of handling such dangerous, volatile, and dynamic situations.

| Item | Quantity | Unit Price | Amount Requested |
|--|----------|------------|---------------------------|
| <i>Itemized Equipment List will be attached totaling</i> | | | <i>Exact \$ from list</i> |
| 9mm Silent Blank UTM Ammunition | 4,000 | \$1 | \$2,392 |
| 9mm Loud Battlefield Blank Round UTM Ammunition | 5,000 | \$1 | \$3,400 |
| 9mm Non-Marking Round UTM Ammunition | 2,000 | \$1 | \$1,546 |
| 9mm Man-Marking Round UTM Ammunition | 3,000 | \$1 | \$2,319 |
| 5.56 Silent Blank UTM Ammunition | 1,800 | \$1 | \$1,615 |
| 5.56 Loud Battlefield Blank UTM Ammunition | 3,600 | \$1 | \$4,007 |
| 5.56 Non-Marking UTM Ammunition | 1,800 | \$1 | \$1,966 |
| 5.56 Man-Marking UTM Ammunition | 2,700 | \$1 | \$2,865 |
| 12ga Shotgun Blanks | 200 | \$1 | \$168 |
| SIG 320 Blank Conversion (barrel only) | 12 | \$358 | \$4,296 |
| AR15 Blank/Marking Conversion | 6 | \$410 | \$2,460 |
| UTM Mask Protection | 6 | \$308 | \$1,848 |
| UTM Groin Protection | 8 | \$79 | \$635 |
| Training Tournequets | 20 | \$35 | \$700 |
| "Blue" Training Taser 7 | 24 | \$70 | \$1,680 |
| 3/4 wooden dowels | 6 | \$4 | \$25 |
| | | | \$0 |
| | | | \$0 |
| | | | \$0 |
| | | | \$0 |
| | | | \$0 |
| Total Equipment Costs: | | | \$31,920 |

V. BUDGET NARRATIVE

This is an explanation of the line items identified in each category. The budget narratives must explain the use of the requested allocation funds. Budget narratives must be included for each category for which there is a request for items/services. Justify the relationship between the items listed within each category and the goals and objectives of this allocation request. The budget narratives must tie each item requested to the goals and objectives of this project.

Planning -

Explain the basis for the selection of each consultant and describe how the service to be provided is essential to achieving established goals.

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Training -

Explain the purpose of the training and how it relates to achieving established goals. Provide location of training, duration, itemized transportation and per diem expenses. If applicable, attach a copy of the letter from the DEM.

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Double click on any box to open an embedded Excel Spreadsheet to enter your data when finish click anywhere outside the box to re-embed the data into the Word document and then SAVE your work!!!

| Consultant / Contract Services / Other | | Amount Requested |
|--|--|------------------|
| Name | | |
| | | |
| Total Contract Training: | | \$0.00 |

| Course / Conference Costs | | | | |
|---|-------------------------|----------------------|----------------|---------------|
| Course / Conference Title: | | | | |
| Registration | Cost per Attendee | # of Attendees | | \$0.00 |
| | | | | |
| Hotel | Cost per Night | # of Nights | # of Rooms | \$0.00 |
| | | | | |
| Per Diem | Cost per Day | # of Days | # of Attendees | \$0.00 |
| | | | | |
| Transportation | # of Miles (Round Trip) | Personal Vehicle | # of Vehicles | \$0.00 |
| | | \$0.655 | | \$0.00 |
| | # of Miles (Round Trip) | Personal Convenience | # of Vehicles | \$0.00 |
| | | 0.3275 | | \$0.00 |
| | Public Transportation | Total \$ Amount | | \$0.00 |
| | Cost of Airline Ticket | # of Tickets | | \$0.00 |
| | | | | |
| Parking | Cost per Day | # of Days | # of Vehicles | \$0.00 |
| | | | | |
| Total Course / Conference Costs: | | | | \$0.00 |
| Total Training Costs: | | | | \$0.00 |

Supplies:

List supplies and, if applicable, identify what equipment it is used with.

| Supplies Costs: | | | |
|---|----------|------------|--------------------|
| Item | Quantity | Unit Price | Amount Requested |
| Itemized Equipment List will be attached totaling | | | Exact \$ from list |
| | | | \$0 |
| | | | \$0 |
| | | | \$0 |
| | | | \$0 |
| Total Supplies: | | | \$0 |

Equipment:

Equipment will be considered based on the state contract prices, as applicable. Please consult the State Purchasing Division's website at <http://purchasing.nv.gov/contracts/> to determine if your equipment may be eligible for the contract prices. As appropriate, the cost of shipping may be included in the Allocation request. If requesting an item from a state contract, please include a copy of the webpage with your application. Equipment requests other than those on the state's contract or higher priced than those on this list must be accompanied by a quote from the vendor and justification. Quotes for items not on the state's contract must be dated/active within 30 days of the open allocation cycle.

Communications equipment is subject to the completion of the attached Communications Interoperability Questionnaire.



Communications
Interoperability Que

Proposal **#04675**



04/20/2026

This offer expires in 30 days.

Aaron Glass
Nevada State Police
555 Wright Way
Carson City
NV
89711

West Coast Uniforms and
Accessories, Inc. (DBA
WCUniforms)
2358 University Ave, Ste 2092,
San Diego, CA 92104
855-452-4440
<https://wcuniforms.com/>

| DESCRIPTION | QUANTITY & PRICE | TOTAL |
|--|------------------|-------------------|
| Blue Training Guns By Rings TASER 7 Simulator FST7 Blue SKU: BT-FST7 | 20 × \$65.95 | \$1,319.00 |
| Discount Bulk discount on top of FREE shipping | | -\$65.95 |
| Total | | \$1,253.05 |

Tax will be calculated during checkout.



Ultimate Training Munitions
 55 Readington Road
 North Branch, NJ 08876
 Phone: (908)725-9000

Order Quotation

Quote # UTMUS-999 Quote Date 2026-04-14

| | | | |
|-------------------|---|------------------------------|----------------------|
| Customer | NEVADA DEPARTMENT OF PUBLIC SAFETY TRAINING DIVISION, 2101 SNYDER AVENUE, CARSON CITY,NV,89701,US | | |
| Contact | AARON GLASS | Phone Number | Account # |
| Quote Name | | Quote Expiration Date | Terms |
| Entered By | Gisela Garza | Sales Rep. | Freight Terms |
| Service To | NEVADA DEPARTMENT OF PUBLIC SAFETY TRAINING DIVISION, 2101 SNYDER AVENUE, CARSON CITY,NV,89701,US | | |
| Email | aglass@dps.state.nv.us | | |
| ARO Days | 30 NET | | |
| Currency | USD | | |

Notes

| Line | UTM PART# / Description / Note | Quantity | UOM | Unit Price | Net Price | Sales Tax | FAET |
|------|--|----------|-----|------------|-------------|-----------|--------|
| 1 | 01-3089 9MM SBR ESTIMATED 120 DAYS LEAD TIME | 4000 | Ea | 0.59800 | 2,392.00000 | 181.79 | 0.00 |
| 2 | 01-3130 9MM LBRR ESTIMATED 120 DAYS LEAD TIME | 4000 | Ea | 0.79400 | 3,176.00000 | 241.38 | 0.00 |
| 3 | 01-3100 >> 9MM NMR ESTIMATED 120 DAYS LEAD TIME | 2000 | Ea | 0.77300 | 1,546.00000 | 117.50 | 170.06 |
| 4 | 01-0977 >> 9MM MMR BLUE ESTIMATED 120 DAYS LEAD TIME | 3000 | Ea | 0.77300 | 2,319.00000 | 176.24 | 255.09 |

Customer will not sell or ship any Products purchased from Ultimate Training Munitions, Inc. outside of the contiguous United States, Alaska and Hawaii unless Customer has the appropriate authorization and complies with applicable laws, rules and regulations including but not limited to a) International Traffic in Arms Regulations (ITAR) and b) for Products that originate in United Kingdom, an authorization from UK Department of International Trade which among other things require a completed End User Certificate (EUC) per "gov.uk/government/publications/end-user-understanding-euc-form".



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| | | | | | | | |
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| Contact | AARON GLASS | Phone Number | | Email | aglass@dps.state.nv.us | Account # | |
| Quote Name | | Quote Expiration Date | 2026-05-14 | ARO Days | | Terms | 30 NET |
| Entered By | Gisela Garza | Sales Rep. | Jane Kubilus | Currency | USD | Freight Terms | FCA BROWNSVILLE TX |

Notes

| Line | UTM PART# / Description / Note | Quantity | UOM | Unit Price | Net Price | Sales Tax | FAET |
|------|---|----------|-----|------------|-------------|-----------|--------|
| 5 | 01-0856 5.56MM SBR ESTIMATED 120 DAYS LEAD TIME | 1800 | Ea | 0.89700 | 1,614.60000 | 122.71 | 0.00 |
| 6 | 01-3268 5.56MM LBRR ESTIMATED 120 DAYS LEAD TIME | 3600 | Ea | 1.11300 | 4,006.80000 | 304.52 | 0.00 |
| 7 | 01-3097 >> 5.56MM NMR ESTIMATED 120 DAYS LEAD TIME | 1800 | Ea | 1.09200 | 1,965.60000 | 149.39 | 216.22 |
| 8 | 01-0972 >> 5.56MM MMR BLUE ESTIMATED 120 DAYS LEAD TIME | 2700 | Ea | 1.06100 | 2,864.70000 | 217.72 | 315.12 |

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 55 Reading Road
 North Branch, NJ 08876
 Phone: (908)725-9000

Order Quotation

Quote # UTMUS-999 Service To 2026-04-14

| | | | |
|--------------|---|------------------------|--------------------|
| Customer | NEVADA DEPARTMENT OF PUBLIC SAFETY TRAINING DIVISION, 2101 SNYDER AVENUE, CARSON CITY,NV,89701,US | | |
| Contact | Phone Number | Email | Account # |
| AARON GLASS | | aglass@dps.state.nv.us | |
| Quote Name | Quote Expiration Date | ARO Days | Terms |
| | 2026-05-14 | | 30 NET |
| Entered By | Sales Rep. | Currency | Freight Terms |
| Gisela Garza | Jane Kubilus | USD | FCA BROWNSVILLE TX |

Notes

| Line | UTM PART# / Description / Note | Quantity | UOM | Unit Price | Net Price | Sales Tax | FAET |
|------|--|----------|-----|------------|-------------|-----------|------|
| 9 | 01-3310 SIG SAUER P320 BLANK BARREL ONLY * ESTIMATED 120 DAYS LEAD TIME | 12 | Ea | 358.00000 | 4,296.00000 | 326.50 | 0.00 |
| 10 | 01-3910 AR-15 5.56 MMR/BLANK KIT AND MAGAZINE ESTIMATED 120 DAYS LEAD TIME | 6 | Ea | 410.00000 | 2,460.00000 | 186.96 | 0.00 |
| 11 | 69-GP-BLACKN GROIN PROTECTOR ESTIMATED 120 DAYS LEAD TIME | 8 | Ea | 79.40000 | 635.20000 | 48.28 | 0.00 |
| 12 | 69-HELMET-BLACKN HELMET ESTIMATED 120 DAYS LEAD TIME | 6 | Ea | 308.00000 | 1,848.00000 | 140.45 | 0.00 |

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Order Quotation

Ultimate Training Munitions
 55 Readington Road
 North Branch, NJ 08876
 Phone: (908)725-9000

Quote # UTMUS-999 Quote Date 2026-04-14

| | | | |
|--------------|---|------------------------|--------------------|
| Customer | NEVADA DEPARTMENT OF PUBLIC SAFETY TRAINING DIVISION, 2101 SNYDER AVENUE, CARSON CITY,NV,89701,US | | |
| Contact | Phone Number | Email | Account # |
| AARON GLASS | | aglass@dps.state.nv.us | |
| Quote Name | Quote Expiration Date | ARO Days | Terms |
| | 2026-05-14 | | 30 NET |
| Entered By | Sales Rep. | Currency | Freight Terms |
| Gisela Garza | Jane Kubilus | USD | FCA BROWNSVILLE TX |

Notes

| Line | UTM PART# / Description / Note | Quantity | UOM | Unit Price | Net Price | Sales Tax | FAET |
|------|--------------------------------|----------|-----|-------------|-------------|-----------|------|
| 13 | FREIGHT CHARGE | 1 | Ea | 1,010.20000 | 1,010.20000 | 76.78 | 0.00 |
| | FREIGHT CHARGES ADDED | | | | | | |
| | GROUND | | | | | | |

| | |
|-----------------------------|-----------|
| Total w/o Sales Tax or FET: | 30,134.10 |
| Sales Tax Total: | 2,290.22 |
| FAET Total: | 956.49 |
| Quotation Total: | 33,380.81 |

For your convenience we also accept all major Credit Cards.A
 3% convenience charge will be added to the payment.

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UTM - GENERAL TERMS AND CONDITIONS

The following terms and conditions are those under which Ultimate Training Munitions, Inc. (hereinafter referred to as "Seller") shall quote for sale, or shall sell, nonlethal training ammunition and related accessories and personal protective equipment (hereinafter collectively referred to as the "Products") to any person or entity (hereinafter referred to as "Buyer") offering to purchase or purchasing the Products. These terms and conditions supersede any contained in any prior proposals, negotiations and representations made by Seller, if any.

- PRICES.** Written Price quotations expire thirty (30) calendar days from the date on which they are issued and are subject to cancellation by the Seller within that period on notice to the Buyer. All Prices quoted for the Products are subject to change without notice. On orders calling for future delivery, Seller reserves the right to invoice the Buyer for the Products purchased at the Prices for those Products that are in effect at the time of shipment of those Products. Prices on the Products are exclusive of all city, state, and federal excise taxes including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use, and similar taxes. Wherever assessed in connection with the Buyer's purchase or use of the Products, the amount of any tax or taxes on the Products will be added to the invoice as a separate charge or charges to be paid by the Buyer. In order to eliminate the need for Seller to collect any such taxes, the Buyer agrees to provide Seller with a tax exemption certificate issued by the relevant taxing authorities.
- TERMS OF PAYMENT.** Unless otherwise agreed, payment for all Products will be Payment in Advance. If in Seller's sole opinion the financial condition of the Buyer at any time does not justify continuance of production or shipment on the terms of payment specified, Seller may require full or partial payment in advance. Buyer shall have no right to withhold or to set off against any payments to Seller to compensate for any claims Buyer allegedly has against Seller, interest at the rate of one and one-half percent (1½%) per month, but not in excess of any applicable lawful maximum amount, may be assessed on, and added to, all invoices issued to Buyer that are considered overdue. All costs of collection, including reasonable attorney's fees, expended by Seller in connection with any outstanding amounts owed by Buyer shall be added to the unpaid balance of Buyer's account with Seller.
- ORDERING:** Complete model number and product description should be given for each Product ordered. To avoid possible errors and delays, orders initially entered by telephone should be confirmed by a follow-up written purchase order. All change or add orders must be received within two (2) working days of original order date.
- ORDER ACKNOWLEDGEMENT AND ACCEPTANCE:** Seller will acknowledge each purchase order with a Promise Ship Date based on availability at the time the order is placed. Buyer agrees to update their purchase order with the acknowledged Promise Ship Date. Seller will consider the order accepted after twenty-four (24) hours from acknowledgement unless changes are communicated by the Buyer. Once accepted, all orders become non-cancellable, and the Products non-returnable, at Seller's sole discretion.
- RISK OF LOSS.** Buyer assumes responsibility for all risk of loss and damage to the goods when Seller places the Products at the disposal of Buyer, or when Seller places the goods with a common carrier at Seller's place of business in Brownsville, Texas, or at such other location as Seller may designate. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier. All shipments are insured at the purchaser's expense.
- DELIVERY.** Unless freight is paid directly by the Buyer, the Buyer will be invoiced FCA Seller's warehouse or distribution location to point specified on the purchase order. When direct air freight shipments are requested, freight will be invoiced FCA Seller's point of origin to delivery point specified on the purchase order. Buyer will be invoiced for freight on original invoices forwarded when goods are shipped. Shipments made within fifteen days after specified scheduled ship date shall constitute good delivery. Unless an order is marked "Complete Shipment Only", and unless otherwise agreed in writing at the time an order is placed, Seller reserves the right to make partial shipments to Seller independently of the remaining portion of the order, and to submit invoices for partial shipments in accordance with these terms and conditions. Stated delivery dates are non-binding estimates only unless specifically stated in writing by the Seller to be binding. In no event shall the contract of sale be subject to cancellation by the Buyer as a result of delays in delivery or for any other cause, except by mutual written agreement of the parties. In no event shall Seller be obligated to purchase goods from others in order to enable it to supply Products to Buyer. Seller shall not be liable for unavoidable delays in delivery caused indirectly or directly or in any manner by floods, accidents, riots, acts of God, war, government intervention, embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or any other cause or causes (whether or not similar in nature to any of the specified herein) either beyond Seller's control or which it cannot remedy without great economic hardship. Seller shall have the right, in the event of the happening of any of the above contingencies, at its option, to cancel this contract, or any part thereof, without any resulting liability, if completion or delivery of the Products is delayed due to the fault of the Buyer. Buyer shall be charged for storage of the Products. Seller shall be entitled to dispose of the Products beyond a reasonable period of time. Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered merchandise. If Buyer proves that Seller has failed to comply with a binding delivery date through its own fault, Buyer shall be entitled to actual damages suffered by it because of the late delivery. However, such damages shall not exceed five percent (5%) of the value of the Products delivered late.
- ACCEPTANCE OF ORDERS.** All orders are subject to acceptance and approval at Seller's office in North Branch, New Jersey.
- WARRANTY.** Seller warrants the Products to be free from defects in material and workmanship under normal use and service for a period of six (6) months from the date of shipment. If the Products should fail to conform to this Agreement or to any warranty outlined herein, Buyer's remedies shall be limited to the repair or replacement, at Seller's option, of the nonconforming Products or parts thereof. Seller makes no representations or warranties except such as are expressly contained herein. Buyer shall return any defective Products or parts, freight prepaid, to the Seller's service facilities in the continental United States. Buyer shall bear all costs of labor and installation pertaining to any such defective Products or parts. No Products or parts may be returned without Seller's prior written approval. Any defective Products or parts that have been replaced by Seller shall become Seller's property. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS PARAGRAPH SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER, OF SUBSEQUENT BUYERS, AND OF ANY OTHER PERSON, WITH RESPECT TO THE BREACH OF SUCH WARRANTIES.
- EXCLUSION OF CERTAIN CLAIMS IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS AGREEMENT, OR WITH RESPECT TO THE PRODUCTS OR THEIR USE, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER CLAIMED ON THE BASIS OF BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SELLER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- INSPECTION.** Buyer shall, within ten (10) days after delivery of the Products to the Buyer, notify Seller of any claim or objection that would be reasonably discoverable upon inspection of the Products. All claims for breakage, damage and non-delivery should be made to the transportation company handling shipment. Seller will offer its reasonable assistance in presenting any such claims. The retention of the Products by Buyer beyond that time period, or the use of the Products by the Buyer for any purpose whatsoever shall, in either instance, constitute an unconditional acceptance of the Products by Buyer with respect to any such defects, and no claim or liability in this respect shall thereafter survive or be enforceable against Seller.
- CHANGES AND CANCELLATION.** Orders accepted by Seller are not subject to change, cancellation or suspension, except with Seller's written consent, and upon terms that will indemnify Seller against loss.
- SHORTAGES AND RETURNS.** All claims for shortages must be made by Buyer to Seller within ten (10) days after receipt of shipment by Buyer. Seller must obtain prior written authorization from Seller's home office before any Products are returned. Seller reserves the right to refuse shipments of Products from Buyer that returned without authorization, and to return any such shipments to Buyer on a collect basis. Products that are returned by Buyer to Seller may be subject to a restocking fee.
- AGREEMENT.** The terms and conditions herein shall supersede any provisions, terms, and conditions contained on any Purchase Order, confirmation, or any other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions herein. Seller hereby objects to and rejects any and all additional or different terms proposed by Buyer, no matter where contained. If this quotation is accepted and Buyer's order form is used for that purpose, it is expressly understood and agreed between the parties hereto that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to the foregoing. In the event that this document is deemed to be an offer, acceptance is expressly conditioned on Buyer's assent to all terms hereof, including those which are additional to or different from the terms contained in any terms and conditions of Buyer. Acceptance of the Products sold hereunder shall constitute assent to these conditions. If these terms and conditions are not assented to, Buyer must notify Seller at once, but in any event, within five (5) days after receipt hereof.
- MODIFICATION.** No sales representative, agent or employee of Seller is authorized to alter, vary or waive any of the terms and conditions herein, and no terms or conditions other than those stated herein, and no agreement or understanding, oral or written, purporting to modify these terms and conditions, shall be binding on Seller unless hereafter made in writing and signed by an officer of Seller.
- SEVERABILITY.** If, for any reason, any of the terms or provisions of this Agreement are or hereafter become void, the other terms or provisions shall remain in force and effect.
- NO WAIVER.** The failure or omission of Seller to insist, in any instance, upon strict performance by Buyer of any terms or condition of this Agreement, or to exercise any of Seller's rights hereunder, shall not be deemed to be a modification of any terms hereof or a waiver or relinquishment of the future performance of any such terms or condition by Seller, nor shall such failure or omission constitute a waiver of the right of Seller to insist upon future performance by Buyer of any such term or condition.
- APPLICABLE LAW.** This quotation and the acceptance of it shall be governed by and construed in accordance with the laws of the State of Delaware. Exclusive jurisdiction over this Agreement, or otherwise relating to the commercial relationships of the parties, shall be vested in the federal or state courts located in the State of Delaware and, for this purpose, the parties hereby submit to the personal jurisdiction of such court(s).

Customer will not sell or ship any Products purchased from Ultimate Training Munitions, Inc. outside of the contiguous United States, Alaska and Hawaii unless Customer has the appropriate authorization and complies with applicable laws, rules and regulations including but not limited to a) International Traffic in Arms Regulations (ITAR) and b) for Products that originate in United Kingdom, an authorization from UK Department of International Trade which among other things require a completed End User Certificate (EUC) per "gov.uk/government/publications/end-user-understanding-eu-uk".

CERTIFIED ASSURANCES For State Agency's

Allocation Title: 2027 UWS Allocation

Upon acceptance of funding from the State of Nevada Emergency Response Commission (SERC), the applicant and the lead governmental unit hereby agree to the following Certified Assurances governing the awarding of funds:

- A) The recipient assured compliance with the Nevada Administrative Code (NAC) 459.9912 et seq. and SERC policies found at <http://serc.nv.gov>.
- B) **FINANCIAL REPORTS** – The recipient is **required** to submit, at a minimum, a quarterly financial report to the SERC. Reporting must be made in accordance with all applicable federal, state, and local laws and regulations, and SERC Policies 8.5 and 8.6.

No expenditures or obligations will be eligible for reimbursement if occurring prior to or after the award period. All funds need to be obligated by the end of the allocation period and expended by the final report date as stated in the allocation award cover letter. Failure to submit proper reports pursuant to current policies may jeopardize future funding from SERC.

- 1) **Request for advance:** May be requested only if expenses total over \$2,000.00 and are accompanied by a dated purchase order or quote. Complete and submit a financial report form with the appropriate "request for advance" box checked.
- 2) **Report on expenditure of advance:** Show the actual expenditure of the advanced funds. Complete and submit a financial report form with the appropriate "report on expenditure of advance" box checked. This report is due **within 30 days** of the date of the advanced check and must include copies of dated invoices and proof of payment. If the amount advanced is more than the amount spent or the advanced amount is not spent within the 30 days, the unexpended funds are to be returned to the SERC within 45 days of the date of the check.
- 3) **Request for reimbursement:** Complete and submit a financial report form, at a minimum quarterly, for all expenditures funded by the allocation. Include a summary breakdown of expenses, copies of dated invoices, proof of payment and any other documents required by SERC policies. Any other form of documentation for expenditures must be approved by the SERC staff. If additional funds are used toward the project, report those expenditures as a **match** in the appropriate line on the report form.

- 4) **Quarterly report required:** If there are no expenditures within the quarter, a report with an explanation of why and the plan for future expenditures is due by the end of the month following the end of the quarter. Due dates for quarterly reports are as follows:

October 30 - for reporting period July 1 to September 30.
January 29 - for reporting period October 1 to December 31.
April 30 - for reporting period January 1 to March 31; and
July 9 - for reporting period April 1 to May 31.

- 5) **Final report:** There will be no further expenditure, the allocation is closed, and no further reports are necessary. This report is due within 45 days after the end of the award period, or any time prior to the end of the award period if no further funds are spent.

- C) **CHANGE REQUEST** – Allocation expenditures are authorized for the purposes set forth in this application, as approved in the allocation award, and in accordance with all applicable laws, regulations, and policies and procedures of the State of Nevada and the applicable federal granting agency. Request for change in the project must be submitted to the SERC and approved in writing prior to its implementation. Approval may be required by the Funding Committee if the change is significant (SERC Policy 8.7).
- D) The recipient assures, through the submission of the application for funding, neither the lead agency, county government nor any of its participating agencies are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any federal department or agency.
- F) The recipient assures the fiscal accountability of the funds received from the State Emergency Response Commission will be managed and accounted for by the lead agency's chief comptroller and internal control and authority to ensure compliance with SERC's documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
- G) SERC will reimburse the recipient reasonable, allowable, allocable cost of performance, in accordance with current federal requirements, Nevada Revised Statute, Nevada Administrative Code, State Administrative Manual, SERC policies and any other applicable fiscal rules, not to exceed the amount specified at the total award amount.

- H) The recipient assures it shall maintain data and information to provide accurate financial reports to SERC. Said reports shall be provided in form, by due dates and containing data and information as SERC reasonably requires administering the program.
- I) The recipient assures financial reports shall be submitted within 30 calendar days of the end of each calendar quarter and within 45 days of the end of the project period and shall be current and actual.
- J) The recipient assures funds made available under this allocation will not be used to supplant state or local funds.
- K) The recipient assures that it will comply with applicable federal cost principles and administrative requirements appropriate to the allocation as follows:
1. OMB Circular A-87, *Cost Principles for State, Local & Indian Tribal Governments*
 2. OMB Circular A-102, *Common Rule-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*
 3. 28 CFR 66, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*
 4. OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*
- L) The recipient and its contractors assure compliance with the below in any programs and activities receiving federal financial assistance:
- Title VI of the Civil Rights Act of 1964*, which prohibits discrimination based on race, color, and nationality.
- 49 CFR 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964.*
- Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990*, which prohibits discrimination based on disability.
- The Age Discrimination Act of 1975* prohibits unreasonable discrimination based on age.
- Title IX of the Education Amendments of 1972*, which prohibits discrimination based on gender in educational activities.

M) Any publication (written, visual, or audio) issued by the recipient describing programs funded whole or in part with federal funds, shall contain the following statement:

"This program was supported by Allocation #27-UWS-___ - ___, awarded by the Nevada State Emergency Response Commission (and, if an HMEP allocation, the U.S. Department of Transportation). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position of policies of the State Emergency Response Commission (and, if an HMEP allocation, U.S. Department of Transportation)"

N) The recipient fully understands the State Emergency Response Commission has the right to suspend, terminate or de-obligate funds to any recipient that fails to conform to the requirements or the terms and conditions of its allocation award.

O) **LOBBYING** - No funds appropriated will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer, employee, or a member of Congress, or an officer, employee, or any member of the Nevada State Legislature.

P) Project-related income, (i.e., registration fees, royalties, sales of real and personal property) must be used for the purpose of furthering the goals and objectives of the project or program from which the income was generated. Interest earned must be returned to the State Emergency Response Commission.

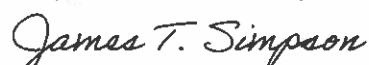
Q) All activities and purchases utilizing any SERC administered sources of funding must comply with all local, state, and federal laws and regulations as well as grant specific requirements. It is the responsibility of sub-grantees to be familiar with any such laws, regulations, and requirements.

The recipient acknowledges receipt of these Certified Assurances and hereby assures adherence to all the above conditions of an allocation award from the SERC.

AGENCY APPROVAL (Department head of state agency):

Name (print): George Togliatti Title: Director
 4/16/26
Signature: _____ Date: _____

PROJECT MANAGER APPROVAL (Chief/Administrator of division of the state agency):

Name (print): James T. Simpson Title: Major
 April 16, 2026
Signature: _____ Date: _____

RETURN THIS SIGNED FORM WITH APPLICATION

Joe Lombardo
Governor



Nevada Department of
Public Safety
DEDICATION PRIDE SERVICE

George Togliatti
Director

Kristi Defer
Deputy Director

State Emergency Response Commission

STEWART FACILITY
107 Jacobsen Way
Carson City, NV 89711
TELEPHONE (775) 684-7511 • FAX (775) 684-7518

Nevada State Agencies,

The FY2027 United We Stand (UWS) Planning, Training, Supplies and Equipment allocation application kit has been posted on the Nevada SERC website, <http://serc.nv.gov>. The allocation period is expected to be July 13, 2026, to May 31, 2027. Funds may only be used for obligations incurred during the allocation period.

Nevada State Agencies are eligible to apply for this allocation if the head of the State agency prioritizes the request and signs the allocation application, certified assurances and grand award; identifies if the agency falls under an emergency response plan and its role in the plan; identifies its role, if any, in the State Comprehensive Emergency Management Plan; identifies any response capabilities on the Level of Response Questionnaire. Policies may be found on the SERC website, <http://serc.nv.gov>.

Please read the entire application as changes have been made, complete all forms, and provide information in the format as outlined. All the applicable sections of the template must be completed. Minor adaptations to the template may be made keeping the requirements and the purpose of the sections intact.

The application is due to the SERC office or postmarked by April 24, 2026

Failure to submit the application by the due date will result in denial.

The application may not exceed \$32,000. Do not round the unit prices or the line-item totals. Round up the grand total of each category to the nearest dollar.

Pursuant to NRS 459.735 (4), this allocation is to provide financial assistance to state or local governments in this state to **support preparedness to combat terrorism** including, without limitation, planning, training, and purchasing of supplies and equipment. The application **must** relate to activities that support preparedness to combat terrorism and requests must address one or more of the Nevada Commission on Homeland Security priorities (information attached and on the SERC website). Please include a prioritization of the items requested.

Applications requesting communication equipment are required to complete the Communication Interoperability Questionnaire.

Please do not hesitate to contact SERC staff if you need assistance or have any questions.

State of Nevada
Emergency Response Commission

UWS Allocation Application
Planning, Training, Supplies and Equipment
Fiscal Year 2027

For State Agencies

The completed application must be delivered or
postmarked by the noted due date.

Due Date: April 24, 2026

State Emergency Response Commission
107 Jacobsen Way
Carson City, NV 89711

serc@dps.state.nv.us

(775) 684-7511

STATE EMERGENCY RESPONSE COMMISSION (SERC)

SERC UWS Allocation Application Kit

FY2027

For State Agencies

The SERC has developed this application kit as a template for State Agencies to apply for the UWS Planning, Training, Supplies and Equipment (UWS) Allocation. Application and award of allocations are managed pursuant to SERC policy 8.2a. The source of funding is derived from fees collected from the sale and annual renewal of United We Stand specialty license plates. As these are State funds, there is no Catalog of Federal Domestic Assistance (CFDA) number associated with this allocation.

The allocation project period is expected to be July 13, 2026, to May 31, 2027. Allocation funds are distributed on a reimbursement basis; however, the State Agency may request advance funding for expenses over \$2,000, policy 8.5.

State Agencies are eligible for funding through this allocation if they are in compliance with the head of the State agency prioritizing the request and signing the allocation application, certified assurances and allocation award; identifying if the agency falls under an emergency response plan and its role in the plan; identifying its role, if any, in the State Comprehensive Emergency Management Plan; identifying any response capabilities on the Level of Response Questionnaire. Policies may be found on the SERC website, <http://serc.nv.gov>.

The application must include justifications of use of funds to support preparedness to combat terrorism - NRS 202.4415 defines acts of terrorism.

Pursuant to SERC policy 8.2a, the allocation application must address one or more of the Nevada Commission on Homeland Security priorities available at <http://serc.nv.gov>.

The format is as follows:

- I. **Goals** - Identify what the State Agency would like to accomplish with the requested allocation funds to support preparedness to combat terrorism for the period July 2026 through May 2027.
- II. **Objectives** - Identify the specific approaches to achieve the goals through preparedness to combat terrorism. Objectives need to be specific and measurable.
- III. **Homeland Security Priorities** – Justify how each requested item or category of items address at least one of the Nevada Commission on Homeland Security priorities. If the allocation application request categories of items (i.e., PPE, Communications, etc.), it is not necessary to list each item individually in this section.
- IV. **Line Item Budgets** – List each item as a line item on the budget page. **The allocation request shall be for no more than \$32,000.** Please include a prioritization of the items requested.
- V. **Budget Narrative** – Explain each item listed in the line-item budget. Remember to comply with SERC Policy 8.2a related to the required quotes or sole source for appropriate purchases. If you have questions, please contact the SERC office.

After completing the application, a PDF version e-mailed to the SERC is preferred with any additional pages included e.g., quotes, letter of denial, etc. or you may submit the entire application package with all attachments by mail.

If you submit electronically and do not receive confirmation of receipt within 24 hours or two business days, please follow-up with the SERC.

Please call SERC staff at (775) 684-7511 if you need assistance.

Application must be received in this office or postmarked by April 24, 2026:

serc@dps.state.nv.us

State Emergency Response Commission
107 Jacobsen Way
Carson City, NV 89711

Please be prepared to make a presentation of your allocation application to the Funding Committee. The date and location of the meetings to be announced.

A complete application must include the following

- Title Page
- Goals of this allocation
- Objectives of this allocation
- Line-Item Budget
- Budget Narrative
- If Training – Brochure and GSA Rates
- E-mail the application with quotes to SERC@dps.state.nv.us

**The Allocation application must be delivered to this office or
postmarked by April 24, 2026**