

MA 18P 19122700000000000092
MODIFICATION

State of Maine



Master Agreement

Effective Date: 01/01/20

Expiration Date: 08/31/23

Master Agreement Description: NASPO ValuePoint LED Emergency Light Bars #165264

Buyer Information

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

Issuer Information

Jaye-Ellen Parker 207-626-3831 ext. jaye-ellen.parker@maine.gov

Requestor Information

Jessica Norton 207-624-8226 ext. Jessica.h.norton@MAINE.GOV

Agreement Reporting Categories

Reason For Modification: Utilize NASPO Extension

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000096229

Vendor Name

WHELEN ENGINEERING CO INC

Alias/DBA

Vendor Address Information

51 WINTHROP RD

CHESTER, CT 06412

US

Vendor Contact Information

Jason Pianta
860-718-2385 ext.
jpianta@whelen.com

Payment Discount Terms

0 Days
0 Days
0 Days
0 Days

Commodity Information

Vendor Line #: 1
Vendor Name: WHELEN ENGINEERING CO INC
Commodity Line #: 1
Commodity Code: 05557
Commodity Description: NASPO ValuePoint LED Emergency Light Bars #165264
Commodity Specifications: Public Safety Vehicle Accessories and LED Emergency Light Bars. NASPO ValuePoint #165264
Commodity Extended Description: Public Safety Vehicle Accessories and LED Emergency Light Bars. NASPO ValuePoint #165264

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	01/01/20	08/31/23
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1
Commodity Line #: 1
T&C #: 165
T&C Name: Payment Terms
T&C Details: Net 30

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
 9/28/2021
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

WHELEN ENGINEERING CO INC

DocuSigned by:
 9/28/2021
6CF156C772834C5...

Signature Date

Ashish Jain, CFO

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input type="checkbox"/>	Price Sheet
<input checked="" type="checkbox"/>	Other – NASPO Value Point Documents

RIDER A
Scope of Work and/or Specifications
MA 191227-092

Commodity: Public Safety Vehicle Accessories and LED Emergency Light Bars

Master Agreement Competitive Bid RFQ: NASPO ValuePoint #165264

Contract Period: Through August 31, 2021. NASPO ValuePoint can opt to issue up to three (3) one (1) year or a thirty-six (36) month extensions. ***First NASPO Extension Through August 31, 2023***

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: Jason Pianta **Tel:** 860-718-2385 **Email:** jpianta@whelen.com

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

Using Departments: All State of Maine departments may use this Master Agreement.

Municipality Political Subdivision and School District Participation: Institutions of higher education, political subdivisions are permitted to utilize this Master Agreement contract.

Shipping Points: The items covered by this MA may be requested for and expect to be shipped to any State of Maine owned facility.

Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

RIDER B
TERMS AND CONDITIONS

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any

applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**PUBLIC SAFETY VEHICLE ACCESSORIES AND LED LIGHT BARS, SIREN
WARNING ACCESSORIES**

Led by the State of Minnesota

Master Agreement #: 165264

Contractor: **WHELEN ENGINEERING CO, INC.**

Participating Entity: **STATE OF MAINE**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

The following products or services are not included in this agreement:

- *Product modifications.*
- *Installation services.*

Master Agreement Terms and Conditions:

Scope: This addendum covers the Public Safety Vehicle Accessories And Led Light Bars, Siren Warning Accessories led by the State of Minnesota for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

1. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of MAINE. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
2. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor- For product questions, please see the contact list located at the end of the document.

Name:	Whelen Engineering Company Craig Szymanski
Address:	51 Winthrop Road, Chester, CT 06412
Telephone:	860-718-2304
Fax:	
Email:	cszymanski@whelen.com

NASPO ValuePoint

PARTICIPATING ADDENDUM
**PUBLIC SAFETY VEHICLE ACCESSORIES AND LED LIGHT BARS, SIREN
WARNING ACCESSORIES**

Led by the State of Minnesota

Participating Entity

Name:	State of Maine Procurement Services Bill Allen
Address:	9 State House Station, Augusta ME 04333-0009
Telephone:	207-624-7871
Fax:	207-287-6578
Email:	WJE.Allen@maine.gov

**3. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER
AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

- i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed, and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.
- Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is

NASPO ValuePoint

PARTICIPATING ADDENDUM
**PUBLIC SAFETY VEHICLE ACCESSORIES AND LED LIGHT BARS, SIREN
WARNING ACCESSORIES**

Led by the State of Minnesota

furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs. Clarification: Whelen does not do business with the Federal Government Directly, and therefore is not required, nor has an affirmative action plan. Whelen does submit an Equal Employment Opportunity EEO-1.

- ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- iii. **STATE HELD HARMLESS** The contractor shall release, protect, indemnify and hold WSCA-NASPO and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.
- iv. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
4. **Subcontractors**: All contractors, dealers, and resellers authorized in the State of Maine as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
5. **Orders**: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
6. **Lease Agreements: "Reserved"**

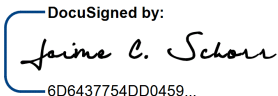

NASPO ValuePoint
PARTICIPATING ADDENDUM



**PUBLIC SAFETY VEHICLE ACCESSORIES AND LED LIGHT BARS, SIREN
 WARNING ACCESSORIES**

Led by the State of Minnesota

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Maine	Contractor: Whelen Engineering Company, Inc.
Signature:  DocuSigned by: Jaime C. Schorr 6D6437754DD0459...	Signature: 
Name: Jaime C. Schorr	Name: Craig Szymanski
Title: CPO	Title: Director of Sales Administration
Date: 11/13/2019	Date: November 7, 2019

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint
PARTICIPATING ADDENDUM



**PUBLIC SAFETY VEHICLE ACCESSORIES AND LED LIGHT BARS, SIREN
WARNING ACCESSORIES**

Led by the State of Minnesota

Contact Information:

Product questions and demonstrations:

Kyle Jacobson, Authorized Managing Sales Representative

Patriot Fleet Group, LLC

PO Box 886

1275 Cromwell Avenue, Suite A-1

Rocky Hill, CT 06067

kjacobson@patriotfleetgroup.com

Cell 508-479-4861

Office 860-757-3922

Bryan Mather, Regional Sales Manager

Whelen Engineering Company, Inc.

bryan.mather@whelen.com

Cell 203-499-8371

Product questions, checking availability and order status:

Jason Pianta, Account Executive

Whelen Engineering Company, Inc.

jpianta@whelen.com

Office 860-718-2385

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	Tim Hay
Telephone:	(503) 428-5705
Email:	thay@naspovaluepoint.org

***[Please email fully executed PDF copy of this
document to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
in appropriate data bases.]***

AMENDMENT NO. 1 TO MINNESOTA NASPO VALUEPOINT MASTER AGREEMENT NO. 165264

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), in cooperation with NASPO ValuePoint and Whelen Engineering Co., 51 Winthrop Road, Chester, CT 06412 ("Contractor").

WHEREAS, the State has a Contract with the Contractor identified as Minnesota NASPO ValuePoint Master Agreement No. 165264, September 10, 2019, through August 31, 2021 ("Contract"), to provide Public Safety Vehicle Accessories and LED Emergency Light Bars, Siren Warning Accessories; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. 165264 is extended through August 31, 2023.
2. The Whelen Engineering Co. NASPO Master Agreement Price lists dated December 18, 2019 are DELETED and REPLACED with Amendment No.1, Exhibit A: Whelen Engineering Co NASPO Master Agreement Price lists dated December 14, 2021.
3. The Contractor shall provide Public Safety Vehicle Accessories and LED Emergency Light Bars, Siren Warning Accessories at the prices set forth in Amendment No.1, Exhibit A Whelen Engineering Co. NASPO Master Agreement Price lists dated December 14, 2021, which is incorporated by reference and kept on file at the Minnesota Department of Administration, Office of State Procurement (OSP), 50 Sherburne Avenue, Suite 112, St. Paul, MN 55155.
4. All other specification, terms, and conditions remain the same.

This Amendment is effective beginning September 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. WHELEN ENGINEERING, CO.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 

Signature

Ashish Jain

Printed Name

Title: CFO

Date: 5/24/2021

By: _____

Signature

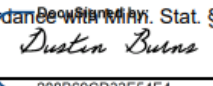
Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: 


288B69CD33E54E4...

Title: Acquisition Management Specialist

Date: 5/25/2021

3. COMMISSIONER OF ADMINISTRATION

Or designated representative.

By: 

0266C0BD8EF44DE...

Date: 5/25/2021

mn DEPARTMENT OF
ADMINISTRATION
STATE PROCUREMENT

September 4, 2019

Mr. Craig Szymanski
Whelen Engineering CO Inc.
51 Winthrop Road,
Chester, CT 06412

Dear Mr. Szymanski:

The following documents are enclosed for you to complete and return:

- Notification of Contract Award 0000000000000000165264 (165264) for Public Safety Vehicle Accessories and LED Emergency Light Bars, Siren Warning Accessories.
- Exhibit A, showing the terms and specific items awarded.

Please print and have signed (not stamped) and return by
E-mail, to my attention at
dustin.burns@state.mn.us by September 10, 2019.

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,


Dustin Burns
Acquisition Management Specialist / Buyer
Enclosure

Department of Administration | Office of State Procurement
112 Administration Building, 50 Sherburne Avenue, Saint Paul, MN 55155
651-296-2600 | mn.gov/admin/mmd

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

INSTRUCTIONS

Return the signed sets of documents to the OSP office.

Required Signatures:

- The documents must be signed by an **officer** of your company, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, or assistant treasurer.
- If your company is a corporation, the signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.

If someone other than the corporate officers listed above signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must accompany the document. The evidence can be either:

- A corporate power of attorney, or
- A **certified copy** of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective.



**DEPARTMENT OF
ADMINISTRATION**
STATE PROCUREMENT

Notification of Contract Award

To: Mr. Craig Szymanski
Whelen Engineering CO Inc.
51 Winthrop Road,
Chester, CT 06412

Contract Number: 0000000000000000165264
Release Number: L-336(5)
Contract Period: September 10, 2019, or date of
contract execution, whichever
is later
Through August 31, 2021
Extension Option: Up to 36 Months

You are hereby notified that your response to our solicitation, which opened April 24, 2019, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: Public Safety Vehicle Accessories and LED Emergency Light Bars, Siren Warning Accessories.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibit A and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

1. WHELEN ENGINEERING CO INC.

The Contractor certifies that the appropriate person(s) have executed this Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 

Signature

Ashish Jain

Printed Name

Title: CFO

Date: 9/5/2019

By:

Signature

Printed Name

Title:

Date:

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: 

Title: Acquisition Management Specialist / Buyer

Date: 9-6-19

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative

By: 

Date: 9/09/2019

Department of Administration | Office of State Procurement
112 Administration Building, 50 Sherburne Avenue, Saint Paul, MN 55155
651-296-2600 | mn.gov/admin/mmd

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Contract Number: 165264

Price Contract Exhibit A

This Contract incorporates the terms, conditions, and specifications of the solicitation and response at the prices and products listed below.

Terms: Net 30

Delivery: Unless otherwise mutually agreed, in-stock items must be delivered within ten (10) business days after receipt of order and non-stock items must be delivered within twenty five (25) business days after receipt of order. Delivery requirements for custom made items will be negotiated at time of order placement

<u>Manufacturer Name</u>	<u>Manufacturer Price List</u>	<u>Off of Price List</u>
Whelen Engineering Co.	PL19.1DOTL 6/28/19,	42%
	PL19.1WL 6/28/19,	
	and PL19.1PAWL 6/28/19	

The following terms have been negotiated as follows:

1. These terms and conditions clarify or add to the terms and conditions set forth in the State's RFP. To the extent the following terms and conditions conflict with the terms and conditions set forth in the State's RFP these terms and conditions shall take precedence over the terms and conditions set forth in the RFP.

- 1.1 **DELETED** Clause 29. Price Decreases of the Special Terms and Conditions of the RFP and **REPLACED** with the following:

29. PRICE DECREASES: Contract Vendor(s) may, at their sole discretion, offer better pricing, a greater discount, to any customer for any reason. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

- 1.2 **DELETED** Clause 43 b: Ownership of the State of MN General Terms and Conditions of the RFP and **REPLACED** with the following:

43 b. OWNERSHIP b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the said documents (collectively, "Intellectual Property Rights") directly or relating to the Products sold under this Agreement shall be the sole and exclusive property of Contract Vendor and the State shall not acquire any ownership interest in any of Contract Vendor's Intellectual Property Rights under this Agreement; provided, however, that solely in the event that the Contract Vendor conceives or originates, either individually or jointly with others, any Products which solely arises out of the performance of the Contract and are not offered to the general market (each "Contract Specific Products"), unless expressly agreed otherwise in a separate agreement, the Intellectual Property Rights relating to such Contract Specific Products will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon written request of the State and at the State's expense, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such Intellectual Property Rights relating to the Contract Specific Products. Where applicable, works of authorship created by the Contract Vendor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

1.3 DELETED Clause 60. Hazardous Substance of the Special Terms and Conditions of the RFP and REPLACED with the following:

60. HAZARDOUS SUBSTANCES. To the extent that the goods to be supplied to the State by the responder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, should a customer request a Material Safety Data Sheet, the Contract Vendor will provide one, at no cost, if one is available for the product sold.

1.4 DELETED Clause 75. Samples of the Special Terms and Conditions of the RFP and REPLACED with the following:

75. SAMPLES. Unless otherwise agreed to in writing, samples are to be furnished at no charge. Except for those destroyed or mutilated in testing, samples will be returned to the responder if requested by responder. If samples are returned in an unusable condition, the end user will be responsible for the cost of the product at the pricing in effect at the time the item(s) are returned.

1.5 DELETED Clause 5. Delivery Requirements of the Special Terms and Conditions of the RFP and REPLACED with the following:

5. DELIVERY REQUIREMENTS. Unless otherwise mutually agreed to, in-stock items must be delivered within ten (10) business days after receipt of order and non-stock items must be delivered within twenty five (25) business days after receipt of order. A business day is defined as Monday through Friday from 8:00 AM - 5:00 PM CT. Delivery requirements for custom made items will be negotiated at time of order placement. Orders must be shipped according to the directions of the Customer.

No delivery can be made on State holidays, Saturday or Sunday or after 4:00 p.m. on weekdays without prior approval by the Customer to which the equipment is being delivered. The Contract Vendor must confirm delivery locations and requirements with the Customer. Prior to delivery, the Contract Vendor is responsible for confirming with the Customer that the delivery location will accommodate unloading the equipment.

1.6 DELETED Clause 8. Specifications of the Special Terms and Conditions of the RFP and REPLACED with the following:

B. SPECIFICATIONS. All warning lights must meet applicable standards for the country the warning lights will be used in. Standards include, but are not limited to, SAE J1113-21 and -41, J575, J578, J595, J845, and subsequent revisions, or appropriate national or international standards (such as CISPR 12 and 25) if SAE standard has been superseded. Standard specifications for ballistic-resistant vehicle door panels can be found in Attachment G.