

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
 State Procurement Bureau  
 165 Mitchell Building  
 PO Box 200135  
 Helena, MT 59620-0135  
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**WSCA-NASPO#: 19767**

**Title:** LED Emergency Light Bars, Siren Warning Accessories, and Other Related Accessories

**This is a non-exclusive contract.**

CONTRACT TERM	FROM	August 1, 2016	CONTRACT STATUS	NEW ()
	TO	July 31, 2019		RENEW (xx)
VENDOR ADDRESS	Whelen Engineering Co. 51 Winthrop Road Chester, CT 06412		ORDER ADDRESS	Bob Blair
ATTN:	Mr. Craig Szymanski		ATTN:	
PHONE:	860-526-9504		PHONE:	860-718-2379
FAX:	860-526-4078		FAX:	
E-MAIL:	cszymanski@whelen.com		E-MAIL:	rblair@whelen.com

PRICES: PER MASTER WSCA CONTRACT. Current Pricing Schedule may be viewed by visiting the following WSCA site: <http://www.aboutwsca.org>

DELIVERY: In Stock Items 5-10 days, Non-Stock Items 15-20 days, Special Orders per WSCA Contract.

F.O.B.: N/A

TERMS: NET 30 DAYS

REMARKS: Current pricing schedules may be viewed by going to [www.aboutwsca.org](http://www.aboutwsca.org), clicking on "current contracts", scroll down to "LED Lightbars".

IFB/RFP No.: WSCA

Nicole Orta, CONTRACTS OFFICER

DATE: 1/12/2017

**AUTHORIZED SIGNATURE**

This document represents an overview of the Western States Contracting Alliance, LED Emergency Light Bars, Siren Warning Accessories, and Other Related Accessories. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

## 1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of cooperative procurement conducted by the State of Minnesota on behalf of WSCA.

## 2.0 PURPOSE

The purpose of this contract is to provide state agencies and all registered cooperative purchasing organizations with an expedited means of LED Emergency Light Bars, Siren Warning Accessories, and Other Related Accessories.

## 3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of the state agencies and is considered by the State Procurement Bureau to be a "Non-Exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

## 4.0 LIAISON

The primary contractor contact for this participating addendum is as follows:

Contractor Liaison:

Mr. Craig Szymanski  
Whelen Engineering Co.  
51 Winthrop Road  
Chester, CT 06412  
Phone: 860-526-9504  
Fax: 860-526-4078  
Email: [cszymanski@whelen.com](mailto:cszymanski@whelen.com)

Authorized Managing Sales Representative:

Kent D Bruce Company  
23175 224th Place SE, STE B/D3  
Maple Valley WA, 98308  
[kent@kdbco.com](mailto:kent@kdbco.com)  
[360-886-9410](tel:360-886-9410)

State Liaison:

Rhonda R. Grandy, Contracts Officer  
State of Montana, General Services Division, State Procurement Bureau  
125 North Roberts, Mitchell Bldg., Room 165  
Helena, MT 59620  
Phone: 406-444-3320  
Fax: 406-444-2529  
Email: rhgrandy@mt.gov

5.0 CONTRACT TERM

This contract shall take effect on August 1, 2016 and terminate on July 31, 2019 (Mont. Code Ann. § 18-4-313).

6.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of five years.

7.0 PRICING

For current pricing, please see the Master WSCA Contract at the website listed below.

8.0 CONTRACT

The entire contract can be found at the following website:  
<http://www.aboutwsca.org/contract.cfm/contract/19767>



Materials Management Division  
 112 Administration Building  
 50 Sherburne Avenue  
 St. Paul, MN 55155  
 Voice: 651.296.2800  
 Fax: 651.297.3996

**NOTIFICATION OF MINNESOTA WSCA-NASPO MASTER AGREEMENT (CONTRACT) AWARD**

To: Mr. Craig Szymanski  
 Whelen Engineering Co.  
 51 Winthrop Rd.  
 Chester, CT 06412

CONTRACT NO: 00000000000000000081297 (81297)  
 CONTRACT PERIOD: August 1, 2014  
 Through July 31, 2016  
 EXTENSION OPTION: Up to 36 Months

You are hereby notified that your response to our Solicitation, which opened January 22, 2014, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: LED Emergency Light Bars, Siren Warning Accessories, and Other Related Accessories.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) A Participating Entity's Participating Addendum ("PA"); (2) Minnesota WSCA-NASPO Master Agreement, together with Exhibit A and any attachments or amendments; (3) the State's Solicitation; (4) the accepted portions of your response; and the (5) Purchasing Entity's Purchase Order. 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. As stated in the Solicitation, "Participating States reserve the right to add state specific terms and conditions in their Participating Addendum as allowed by the Master Agreement" and "Participating Entities will have the option to participate and further refine their Terms and Conditions through a Participating Addendum." As a point of clarification, any Master Agreement Terms and Conditions modified in an executed Participating Addendum will apply only to the state that executed the Participating Addendum.

<p><b>1. WHELEN ENGINEERING CO.</b>          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.</p> <p>By: <u><i>Craig Szymanski</i></u>  <small>Signature</small>  <u>CRAIG SZYMANSKI</u>  <small>Printed Name</small></p> <p>Title: <u>SALES MANAGER, LAW ENFORCEMENT DIV.</u></p> <p>Date: <u>JULY 29, 2014</u></p> <p>By: _____  <small>Signature</small></p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. MATERIALS MANAGEMENT DIVISION</b>          In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u><i>Chris Pruzina</i></u>  <small>Signature</small></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>8/6/14</u></p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b>          Or delegated representative.</p> <p>By: <u><i>Jackie Youngs</i></u>  <small>Signature</small></p> <p>Date: <u>August 6, 2014</u></p>
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STATE OF MINNESOTA  
MATERIALS MANAGEMENT DIVISION

PRICE CONTRACT  
EXHIBIT A

As stated in the Notification of MINNESOTA WSCA-NASPO MASTER AGREEMENT (CONTRACT) Award, this Contract incorporates the terms, conditions and specifications of the Solicitation at the Discounts listed below.

TERMS: NET 30

DELIVERY: Unless otherwise mutually agreed, in-stock items must be delivered within five (5) business days after receipt of order and non-stock items must be delivered within fifteen (15) 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>Percent Discount off of Price List</u>	<u>Freight Terms</u>
Whelen Engineering Co.	PL14.0DOTL 12/17/13, PL14.0WL 12/17/13, and PL14.0PAWL 12/17/13	42%	Freight Prepaid and Allowed

<u>Quantity Breaks</u>	<u>Additional percent discount per order</u>
25+	4%

Per the exceptions specifically noted in your response and subsequent negotiations, the following Terms and Conditions of the Solicitation are hereby modified. All exceptions listed in your response are DELETED.

1. ADD the following language:

- a) The Contract Vendor reserves the right to review and negotiate all Terms and Conditions contained in a Participating Addendum and the right to not enter into an agreement with a Participating Entity if issues with the Participating Addendum's Terms and Conditions cannot be reasonably resolved.
- b) Any product may be discontinued, or upgraded with design improvements/changes, without notice. If the upgrade causes a price decrease to the item, the new lower price must be passed on to all Ordering Entities immediately. If the upgrade causes a price increase for the item, the price increase will not be effective until accepted through a fully executed amendment.
- c) Whelen Trademarks are the property of Whelen Engineering Company, Inc. and may be used only as set forth in the Guidelines for use of Whelen Trademarks available at [www.whelen.com](http://www.whelen.com).
- d) Duplicating written orders not marked "confirmation" or discrepancies on confirming purchase orders following original telephone orders which cause a Return of goods may be subject to a restocking charge of up to 25% of the returned goods' contract cost (\$30 minimum fee required). The Contract Vendor must notify the Purchasing Entity of the exact fee before issuing a Return Authorization.

- e) The following information is required at the time a credit card (Master Card or Visa) order is placed: 1. Exact full name as shown on credit card. 2. Complete account number. 3. Expiration date (month and year). 4. Bank number on card. 5. Security code 6. Customer telephone number and billing address of credit card.
- f) Whelen is not responsible for the selection of appropriate equipment or product type required for a particular application or service. Whelen will not be liable for any direct, indirect, consequential or incidental loss or damage arising out of the suitability of the equipment or product selected.
- g) Green LED products, GTT OPTICOM™ Emitters, 24 volt models or model/series marked with a †† notation in the Official Price List are non-cancelable and non-returnable.
- h) Material returned for credit must be new, unused and in its original packaging and have prior written approval. Contact factory for a return authorization form. Such material will be subject to acceptance inspection upon return, and to a minimum 25% restocking charge (\$30 minimum fee required). Product must be in current production and less than six months old from date of invoice
- i) At time of Master Agreement execution, the Americans with Disabilities Act (ADA) does not have a standard for these products. If a standard is established, negotiations may be revisited.

**2. DELETE Item No. 2 on Page 8 and Item No. 2 on Page 18 of the SOLICITATION and REPLACE both with the following:**

- 1. A Participating Entity's Participating Addendum ("PA");
- 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
- 3. The Solicitation; and
- 4. Accepted portions of Contract Vendor's response to the Solicitation, as modified in any proposal revisions (if permitted)
- 5. Purchasing Entity's Purchase Order

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor.

**3. DELETE Item No. 34 on Page 13 of the SOLICITATION and REPLACE it with the following:**

**HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. Should a customer request an MSDS, The Contract Vendor will provide one if one is available for the product sold.

**4. DELETE Item No. 21 on Page 21 of the SOLICITATION and REPLACE it with the following:**

**ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

**5. DELETE Item No. 24 on Page 21 of the SOLICITATION and REPLACE it with the following:**

**PAYMENT.** Payment for completion of an order, or a partial delivery, under this Master Agreement is normally made within 30 days following the date the goods are delivered or the date a correct invoice is received, whichever is later. After 45 days from the date of an undisputed invoice, the Contract Vendor may consider the account in dispute and assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance and/or the Contract Vendor may place the user account on "Hold." Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

**6. DELETE Item No. 30 on Page 23 of the SOLICITATION and REPLACE it with the following:**

**30. TITLE OF PRODUCT.**  
**OWNERSHIP**

- a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.
- b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.
- c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. The Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement.

All products Whelen Engineering Company supplies under this contract or otherwise constitute intellectual property owned by Whelen Engineering Company, Inc. Nothing "special" is made for any agency that purchases off of this or any other contract. Accordingly, by virtue of the Master Agreement or otherwise, no third party including, but not limited to, the purchasing entity shall be deemed to have been assigned the ownership of any of the intellectual property of Whelen Engineering Company.

**7. ADD the following language to Item No. 9 on page 46 of the solicitation.**

If an approved photometric certification from Whelen's AMECA Certified testing facility isn't acceptable to the Purchasing Entity, charges for additional third-party testing will be mutually agreed to by the Contract Vendor and the Requestor."

**8. DELETE Item No. 14 on Page 46 of the SOLICITATION and REPLACE it with the following:**

**AUTHORIZED DISTRIBUTOR LIST.** Responders may submit a list of authorized distributors specific to each state for which they are submitting an offer. Use the Price Schedule's second tab at the bottom of the Worksheet to submit your distributor list and identify which states are available to each authorized distributor.

The Contract Vendor may choose to provide all quotes, accept all Purchase Orders, accept all payments, perform all deliveries, and provide all invoices, or the Contract Vendor may delegate these duties to its authorized distributors. The Contract Vendor is responsible for its authorized distributor's performance. The provisions of the Master Agreement shall apply with equal force and effect to all authorized distributors engaged by the Contract Vendor to perform under the Master Agreement. No authorized distributor shall serve to terminate or in any way affect the primary legal responsibility of the Contract Vendor for timely and satisfactory performance of the obligations of the Master Agreement.

The Contract Administrator reserves the right to remove any authorized distributor at any time due to poor performance upon written notice to the Contract Vendor. For Participating Entities in states without authorized distributors, the Contract Vendor must take all orders direct until an authorized distributor is assigned.

The Contract Vendor is responsible for collecting, and submitting, all sales reports from the authorized distributors and submitting all Administration Fees on invoiced sales whether they have been paid or not.

The Contract Vendor may add and/or delete Authorized Distributors at any time during the Master Agreement term upon request and mutual agreement of the Contract Administrator through a fully executed amendment to the Master Agreement.