

CONTRACT DOCUMENTS

**CITY OF LINCOLN and
LANCASTER COUNTY, NEBRASKA**

**WSCA-NASPO LED Emergency Light Bars, Siren Warning Accessories
and Other Related Accessories
Master Agreement No. 81297**

**Contractor:
Whelen Engineering Company
51 Winthrop Rd.
Chester, CT 06412
(860)526-4078**

**CITY OF LINCOLN AND LANCASTER COUNTY, N E B R A S K A,
C O N T R A C T A G R E E M E N T**

THIS CONTRACT, made and entered into by and between **Whelen Engineering Company, 51 Winthrop Rd., Chester, CT 06412** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the WSCA-NASPO and Whelen Engineering Company Inc., Master Agreement No. 81297, dated July 29, 2014 for LED Emergency Light Bars, Siren Warning Accessories and Other Related Accessories, which was prepared in accordance with the WSCA-NASPO's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, materials and equipment necessary to provide LED Emergency Light Bars, Siren Warning Accessories and Other Related Accessories for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices, terms and conditions as established via the WSCA-NASPO Master Agreement No. 81297, dated July 29, 2014, as amended from time to time.

WHEREAS, the Contractor, in response to the Owners' request to participate in said WSCA-NASPO contract, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the WSCA-NASPO, with only those exceptions stated herein; and

WHEREAS, the WSCA-NASPO, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the contract between the WSCA-NASPO and Whelen Engineering Company Inc., Master Agreement No. 81297, dated July 29, 2014, a copy thereof being attached to and made a part of this Contract. Refer to NASPO ValuePoint web site for the most-up-to date information;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide LED Emergency Light Bars, Siren Warning Accessories and Other Related Accessories for the Owner's various departments, agencies and divisions as the Owners may determine, to the extent of the NASPO ValuePoint Master Agreement.
2. Term of the Contract. The initial term of this contract is for a period beginning upon execution by both parties through July 31, 2016.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed for three (3) additional one (1) year terms with mutual written agreement by both parties not to exceed the term of the current WSCA-NASPO and Whelen Engineering Company Inc., Master Agreement No. 81297.
 - 2.2 If renewal of the contract for an additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
 - 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement, or as amended from time to time.

3. Pricing. Pricing for these services are pursuant to the Contract between WSCA-NASPO and Whelen Engineering Company Inc., Master Agreement No. 81297, dated July 29, 2014, a copy thereof being attached to and made a part of this Contract, as amended to from time to time.

The Owners will pay for products/service, according to the WSCA-NASPO and Whelen Engineering Company Inc., Master Agreement No. 81297 pricing, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for City Departments shall not exceed \$7,000.00 during the contract term without approval. The total cost of products or services for County agencies shall not exceed \$3,000.00 during the contract term without approval by the Board of Commissioners.

4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees, to the extent of the NASPO ValuePoint Master Agreement.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship, to the extent of the NASPO ValuePoint Master Agreement .
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln and County of Lancaster, Nebraska.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper materials and equipment necessary to provide LED Emergency Light Bars, Siren Warning Accessories and Other Related Accessories.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the WSCA-NASPO and Whelen Engineering Company Inc., Master Agreement No. 81297.

The Contract Documents comprise the Contract, and consist of the following:

- 1. City of Lincoln and Lancaster County, Nebraska Contract Agreement
- 2. WSCA-NASPO and Whelen Engineering Company Inc., Master Agreement No. 81297, dated July 29, 2014, as amended from time to time.
- 3. Tax Exempt Form 13 for City of Lincoln and Lancaster County

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signature on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

WSCA-NASPO LED Emergency Light Bars, Siren Warning Accessories
and Other Related Accessories
Master Agreement No. 81297
Whelen Engineering Company

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:



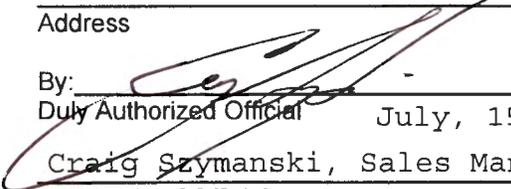
ASST. Secretary, Robert Mitchell Seal

Whelen Engineering Company, Inc.

Name of Corporation

51 Winthrop Road, Chester CT 06412

Address

By: 

Duly Authorized Official

July, 15, 2015

Craig Szymanski, Sales Manager,

Legal Title of Official

Law Enforcement Div.

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____

Member

By: _____

Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

**WSCA-NASPO LED Emergency Light Bars, Siren Warning Accessories
and Other Related Accessories
Master Agreement No. 81297
Whelen Engineering Company**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Resolution Order No. _____

dated _____

Lancaster County Signature Page

**WSCA-NASPO LED Emergency Light Bars, Siren Warning Accessories
and Other Related Accessories
Master Agreement No. 81297
Whelen Engineering Company**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



Materials Management Division
 112 Administration Building
 50 Sherburne Avenue
 St. Paul, MN 55155
 Voice: 651.296.2600
 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>1. WHELEN ENGINEERING CO. 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></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>2. MATERIALS MANAGEMENT DIVISION In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u></u></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>8/6/14</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u></u></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.
- 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.



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

June 30, 2015

SENT VIA E-MAIL TO: cszymanski@whelen.com

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

Dear Mr. Szymanski:

The following document is enclosed for you to complete and return:

- Amendment to Minnesota WSCA-NASPO Master Agreement No. 81297.

Please sign and return **all three sets** of documents, **via express mail**, to **Nancy Rafferty** at the above address by **July 1, 2015**.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to be "Chris Marquette".

Chris Marquette
Acquisition Management Specialist

Enclosure

AMENDMENT NO. 3 TO WSCA-NASPO MASTER AGREEMENT NO. 81297

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Whelen Engineering Co. 51 Winthrop Rd. Chester, CT 06412 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Minnesota WSCA-NASPO Master Agreement No. 81297, August 1, 2014 to July 31, 2016 ("Contract"), to provide LED Emergency Light Bars, Siren Warning Accessories, and Other Related 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 Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

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

1. Contract No. 81297 is amended to **REPLACE** the Price Lists as listed below.

OLD PRICE LISTS

PL15.0DOTL 12/18/14
PL15.0WL 12/18/14
PL15.0PAWL 12/18/14

NEW PRICE LISTS

PL15.1DOTL 07/01/15
PL15.1WL 07/01/15
PL15.1PAWL 07/01/15

2. All other discounts, terms, and conditions remain unchanged.

This Amendment is effective beginning July 1, 2015, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until July 31, 2016, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original 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.

<p>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.</p> <p>By: _____ Signature Craig Szymanski Printed Name</p> <p>Title: <u>Sales Manager, Law Enforcement Div.</u></p> <p>Date: <u>June 30, 2015</u></p> <p>By: _____ Signature</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. MATERIALS MANAGEMENT DIVISION In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: _____</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: _____</p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: _____</p> <p>Date: _____</p>
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