

PARTICIPATING ADDENDUM
NASPO ValuePoint
LED Emergency Light Bars, Sirens and Accessories
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Whelen Engineering Co.

Master Agreement No: 16524
(hereinafter "Contractor")

And

State of Nevada/99SWC-NV20-3787
(hereinafter "Participating State/Entity")

1. **Scope:** This addendum covers the **LED Emergency Light Bars, Sirens and Accessories** led by the State of Minnesota for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Participating State/Entity Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

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.

- 3.1 **LOCAL GOVERNMENTS:** Local governments (as defined in NRS §332.015) are intended third party beneficiaries of this contract and any local government may join or use this or any contract resulting from the underlying RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses this or any contract resulting from this Participating Addendum.
- 3.2 **REQUISITIONS:** All State agencies requisitions over \$5000.00 will be processed by and through the Nevada Purchasing Division and a purchase order issued, as needed, at the

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contracted price(s). Local governments as defined in NRS 332.015 can purchase directly and be billed by vendor.

3.3 CUSTOMER FRIENDLY CATALOG: Contractor must develop, provide and maintain information to allow for online ordering capability through NevadaEPro. The Nevada Purchasing Division will work with the Contractor to determine whether a hosted or punchout platform is appropriate.

3.4 ADMINISTRATIVE FEE:

- a. Contractor shall pay a quarterly administrative fee payable to the "State of Nevada Purchasing Division." The administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by the Contractor for all products and services provided under the contract during the quarter beginning the date of execution of this contract.
- b. Applicable administrative fees shall not be included on the invoice as an individual line item.
- c. All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the Contractor for each contract.
- d. The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the Contractor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty five (45) days of quarter end (refer to section below).

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e. Templates for the required quarterly reports listed below may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: NVQtlyReport@admin.nv.gov

f. Nevada Purchasing Division Statewide Contract Quarterly Administrative Fee Report:

Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by the Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

g. Nevada Purchasing Division Statewide Contract Quarterly Usage Report:

Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

Data Element	Description
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased

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Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.

Fee Payment and Report Schedule:

Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

Period End	Report Due
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

h. Report Modifications:

The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to the Contractor. The Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the Contractor to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands and agree that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contractual terms, as amended.

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i. Timely Reports and Fees:

If the quarterly administrative fee is not paid and quarterly report is not received by forty five (45) calendar days of quarter end, then the Contractor will be in material breach of this contract.

4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

For sales contacts, please see the end of this document

Contractor: Whelen Engineering Co.

Name	Craig Szymanski
Address	51 Winthrop Road, Chester, CT 06412
Telephone	860-718-2304
E-mail	cszymanski@whelen.com

Participating Entity: Nevada

Name	Heather Moon
Address	515 E. Musser Street, Suite 300, Carson City, Nevada 89701
Telephone	775-684-0179
Fax	775-684-0188
E-mail	hmoon@admin.nv.gov

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5. **Subcontractors:** All contractors, dealers and resellers authorized in the State of Nevada, as shown on the dedicated Whelen Engineering Co. NASPO ValuePoint 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.
6. **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.
7. **Pricing Structure:** 1+ units, 41% Discount

South and North West Nevada:

North West Nevada

Product questions, checking availability and order status:

Bob Blair, Account Executive
Whelen Engineering Company, Inc.
rblair@whelen.com
Office 860-718-2379

Steve Croll, Account Executive
Whelen Engineering Company, Inc.
scroll@whelen.com
Office 860-718-2680

Product questions and demonstrations:

Andy Watson, Authorized Managing Sales Representative:
WATTCO:
2230 Cordelia Road
Fairfield, CA 94534
Office 707-435-9233
andy@wattco.net

Todd Masters, Authorized Managing Sales Representative:
REP Services, LLC
33990 Country Road 27
Kiowa, CO 80117
Office 303-840-7451
todd@repservices.net

Nevada, entire state

David Hoel, Regional Sales Manager
Whelen Engineering Company, Inc.
david.hoel@whelen.com
Cell 602-321-8764

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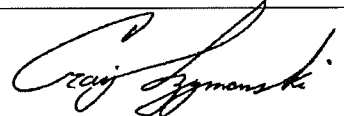
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Nevada	Contractor: Whelen Engineering Co.
By: 	By: 
Name: Kevin D. Doty	Name: Craig Szymanski
Title: Administrator	Title: Director of Sales Administration
Date: 12/12/19	Date: 12/12/19

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]