STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
25 CAPITOL STREET
CONCORD NEW HAMPSHIRE 03301-6398

CONTRACT FOR THE PURCHASE OF:
EMERGENCY VEHICLE LIGHTING AND SIRENS

Agreement by and between WHelan ENGINEERING COMPANY of CHESTER CT, herinafter called the Contractor, and the State of New Hampshire, by its Director of Plant and Property Management.

Contractor agrees to sell to the State of New Hampshire, products stated above, at their “most favored customer pricing” by applying their most competitive discount rate and under the terms and conditions set forth herein:

(1) CONTRACT TERM. The initial contract is to cover the period from May 01, 2005 through April 30, 2007. Thereafter, the contract will automatically renew on annual basis, unless either party gives written notice of cancellation.

(2) TRANSPORTATION CHARGES. The price or prices shall include all transportation charges. Freight charges will be allowed for special order parts and supplies.

(3) DELIVERY. Deliveries are to be made to any State of New Hampshire state agency location or may be picked up at vendor’s authorized distributor location by state employees. Contract number and employee name must be indicated on all orders.

(4) INVOICING. Invoices are to be submitted to the billing address on each order. All invoices must include contract number, date of delivery or pick up, itemized list of all items, pricing and any discounts applied.

(5) PAYMENT TERMS. Terms of payment are Net/60 days from date of invoice. Contractor may offer discount for earlier payments.

(6) AUDIT. It shall be the responsibility of the Department of Administrative Services to audit annually, to the extent deemed necessary, all purchases under this contract. It shall be the responsibility of the contractor to make available at his place of business, upon demand, all price lists and other records pertaining to purchases under this contract for the purposes of audit.

(7) TAXES. The state is exempt from all sales and Federal Excise taxes. Exemption certificates will be furnished upon request. Please invoice less any of these taxes.

(8) DISCOUNTS. Contractor agrees to extend the following discounts to the State of New Hampshire Agencies:

46% Off - Orders Direct to Whelan for Parts and Accessories – Discount shall be off manufacturer’s most current retail price list.

40% Off - Orders Placed through Distributors (see next page) for Parts and Accessories – Discount shall be off manufacturer’s most current retail price list.

30% Off - NH Municipalities (cities and towns) for Parts and Accessories – Discount shall be off manufacturer’s most current retail price list.
AUTHORIZED DISTRIBUTORS. The vendors indicated below shall be the factory authorized
distributors and warranty centers for agencies who may require parts with installation. Payments will be made direct
to the distributors. The named distributors are in addition to the Whelan Engineering Company location in Chester
CT, which may still be used for parts and supply orders – no installation.

Ossipee Mountain Electronics  PO Box 950  Moultonborough NH 03254
Howard P. Fairfield Inc.  94 Sheep Davis Rd  Pembroke NH 03275
Adamson Industries  314 So Broadway  Lawrence MA 01843

Authorized Distributor shall be required to provide a written quotation to using agency prior to any work. Price will
be based on stated discount off Whelan’s most current price list and must include all miscellaneous connectors,
wires, plugs and all other items necessary to complete installation of equipment on vehicle.

The State of New Hampshire reserves the right to competitively bid all purchases for equipment and installation
which are over $5,000.00.

WHELEN
WHELAN CONTACT INFORMATION:  

WHELEN ENGINEERING COMPANY
NAME OF COMPANY
ROUTE 145  WINTHROP ROAD
ADDRESS
CHESTER, CT  06412
STATE  ZIP
860 526 9504  860 526 4078
TEL. NO.  FAX NO.
CRAIG SZYMANSKI, BID ANALYST:

AUTHORIZED SIGNATURE
This document must be signed by a person duly authorized to legally oblige the vendor. A signature on this document
indicates that all State of New Hampshire terms and conditions are accepted by the vendor. SEE LETTER OF 4/27/05

CRAIG SZYMANSKI, BID ANALYST
Please Print Name and title

FOR STATE OF NEW HAMPSHIRE:

SUBMITTED BY:
Bonny J. John, Purchasing Agent
Bureau of Purchase and Property

ENDORSED BY:
Robert S. Stowell, Administrator
Bureau of Purchase and Property

RECOMMENDED BY:

Michael P. Connor, Director
Div of Plant and Property Management

APPROVED BY:
Donald S. Hill, Commissioner
Department of Administrative Services

Date: 5/19/05
1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in its entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at its sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule, and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval, by the State, of appropriate vouchers and accounting documentation by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses incurred by the Vendor in the performance of the contract and payment for services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL. 7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents, or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of its occurrence.

8. EVENT OF DEFAULT; REMEDIES. 8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder: "Event of Default":

8.1.1. failure to deliver the goods or services satisfactory or on schedule; or
8.1.2. failure to submit any report required hereunder; or
8.1.3. failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may terminate this contract, in full or in part, or take such other action as may be necessary.

8.2.1. give the Vendor a written notice specifying the Event of Default and requesting it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending a payment to be made under this agreement and ordering that the portion of the Contract Price which would otherwise become due to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, both.

9. WAIVER OF BREACH. No waiver by the State to enforce any provisions hereof or an Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement, if the Vendor is in any respect an independent contractor, and is neither an agent nor an employee of the State, the Vendor is not an employee of the State, and has no right to participate in any of the benefits, workmen's compensation or other benefits provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work, or materials required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the Vendor and its employees, by a court of any of the above, which may be recovered in writing out of the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to obligate the State to hold the State of New Hampshire harmless from any liability arising from RSA 362-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers' Rights Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any products covered by said law.

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the party at the address as given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) shall be set forth in Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings relating hereto.