187

mac

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 20, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Whelen Technologies, Inc. (VC#163110), Chester, CT in an amount up to and not to exceed $2,405,888.76 for lights, lens emergency, flood, trouble, and spotlights with an option to extend for up to two additional years effective upon Governor and Executive Council approval for the period of January 1, 2024, through December 31, 2029.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued a request for bid (RFB) 2786-24 on August 17, 2023, with responses due on September 6, 2023. This RFB reached 109 vendors through the NIGP electronic sourcing platform with an additional 8 vendors sourced. There was 1 response received; Whelen Technologies, Inc. provided a compliant response. Upon a follow-up audit with Vendors, reasons for no-bid were due to not having the ability to fulfill the estimated quantities and the inability to provide both the item and installation services.

Upon approval, this contract with Whelen Technologies, Inc. will provide statewide access for agencies, such as the Department of Transportation (DOT), the Department of Safety (DOS), and the Department of Corrections (DOC) to obtain new and replacement lights, lens, emergency, flood, trouble, and spotlights. These items are an integral part of agencies' ability to maintain fleet resources in operation along with ensuring safety needs are being met in unlit and emergency area scenarios. This contract also anticipates the upfitting of more than 100 new State Police vehicles in the upcoming four years and maintaining existing vehicles.

The estimated annual spend of $437,434.32 is based on estimated usage verified by data collected from DOT, DOS, and DOC. The estimated term spend is $2,187,171.60 for a five-year term. To ensure proper funds have been established, an additional 10% was added for allowance for balance of product line of $218,717.16 for any unforeseen costs. Whelen Technologies, Inc. has also included additional discount rates off the current commercial price list at the time of order for State Agencies of up to 46% and 40% for public subdivisions. Based on Whelen Technologies, Inc. bid submission pricing compared to the expiring contract (8000178) annual spend, submitted pricing offers comparable rates with today's pricing with a minimal increase of approximately 4%.

Contract financials	
Estimated annual contract spend	$437,434.32
Estimated contract term spend (5 years)	$2,187,171.60
Estimated allowance for balance of product line	$218,717.16
Recommended price limitation	$2,405,888.76

Based on the foregoing, I am respectfully recommending approval of the contract with Whelen Technologies, Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Lights & Lens Emergency, Flood, Trouble and Spotlights	Agency	Statewide
RFB#	2786-24	Requisition#	NA
Agent Name	Claudia Roy	Bid Closing	9/6/2023 @ 9:00 am

Qty.	UOM	Model/Item	Description	Whelen Technologies, Inc.			
				Unit Cost	Expiring contract rate	Difference	Delivered Extended Cost
12	EA	01-026B807-1DA	ASSY, STD CORNER AMBER/DEU 12V	$249.60	$178.20	$71.40	$2,995.20
37	EA	01-026F769-A0A	SUB ASSY,400 VV-SERIES AMB/AMB	$364.20	$327.78	$36.42	$13,475.40
20	EA	01-026G081-00A	ASSY, THERMOSTAT DOT DEFROSTER	$228.60	$205.74	$22.86	$4,572.00
30	EA	01-0286361811K	SUB ASSY, 400 6 AMB/6 AMB DEUT	$189.00	$142.02	$46.98	$5,670.00
8	EA	01-046G081-00A	KIT, RETROFIT THERMOSTAT	$506.40	$455.76	$50.64	$4,051.20
12	EA	01-0664144-14B	ASSY, 400 SERIES LTHD DOT VERT	$305.40	$274.86	$30.54	$3,664.80
14	EA	01-066G397V11D	ASSY,LTHD 400 BACK-UP VERT 12V	$189.60	$142.56	$47.04	$2,654.40
9	EA	01-06869641A0D	ASSY, DOT 400 MICRO-EDGE 3-LT	$1,088.40	$741.96	$346.44	$9,795.60
9	EA	01-06869641A1D	ASSY, DOT 400 MICRO-EDGE 3-LT	$1,088.40	741.96	$346.44	$9,795.60
18	EA	01-06869641A1E	ASSY, DOT 400 MICRO-EDGE 3-LT	$1,088.40	$979.56	$108.84	$19,591.20
5	EA	01-0688156-00E	ASSY, SMART LOGIC FLASHER USB	$622.20	$559.98	$62.22	$3,111.00
10	EA	01-1518310-02D	SYSTEM, DOT3108 W/PHOTOCELL	$1,810.00	$1,530.36	$279.64	$18,100.00
12	EA	01-1519061-010	SYSTEM, LOADER LIGHTING	$1,255.00	$1,060.00	$195.00	$15,060.00
9	EA	01-1519123-00A	SYSTEM, NH DOT CRANE TRUCK	$2,099.00	$1,776.78	$322.22	$18,891.00
9	EA	01-1519386-000	SYSTEM, NH 405-D W/ GRILLE LTS	$3,155.00	$2,673.27	$481.73	$28,395.00
12	EA	02-0169672-00C	ASSY, PCB LIGHTBAR LED FLASHER	$117.60	$96.93	$20.67	$1,411.20
12	EA	02-0383709-04A	ASS'Y, 700 REFLECTOR W/O LAMP	$91.20	$82.08	$9.12	$1,094.40
30	EA	02-0387848-0VB	SUB ASSY, LENS DOT DEFROSTER	$480.60	$393.00	$87.60	$14,418.00
12	EA	11-488169-1SS0	HOUSING, LTHEAD SINGLE 400-V	$367.20	$275.94	$91.26	$4,406.40
14	EA	11-488170-1SL0	HOUSING, LTHD TRIPLE DRVR 400	$251.00	$239.25	$11.75	$3,514.00
14	EA	11-488170-1SR0	HOUSING, LTHD TRIPLE PASS 400	$251.00	$239.25	$11.75	$3,514.00
50	EA	39-3L12025-060	HOUSING, 2-3 PIN BUSSED, RECPT	$44.40	$39.96	$4.44	$2,220.00
51	EA	46-076D170-02A	ASSY, HARNESS 2:4 RED/BLK	$34.80	$31.32	$3.48	$1,774.80
26	EA	50A03ZCR	500 TIR/6 LED SYNC. AMB/CLR	$108.00	$108.00	$0.00	$2,808.00
150	EA	68-1182100310E	LENS, AMBER OPTIC 12.00"	$43.20	$30.24	$12.96	$6,480.00
12	EA	70BTTD	700 LED B/T/T RED DEUTSCH	$124.74	$104.22	$20.52	$1,496.88
21	EA	9MCAPA	9M ENDCAP, AMBER	$88.20	$79.38	$8.82	$1,852.20
24	EA	9SX2DDEE	EDGE 9SX DUO WCX 54" D/D/E/E	$956.34	$1,353.00	-$396.66	$22,952.16
100	EA	9UCAPA	ULTRA ENDCAP, AMBER	$88.20	$59.94	$28.26	$8,820.00

Additional Discount %	Additional Discount %
46% off the Current Commercial Price list at time of order for State Agencies.	40% off the Current Commercial Price list at time of order for Public Subdivisions

Gary S. Lunetta
Director
(603) 271-2201

9	EA	ARGCH1	ARGES BAIL MT CONTROL HEAD	$180.36	$151.20	$29.16	$1,623.24
9	EA	ARGES2	ARGES PROFOCUS REMOTE SPOTLT	$468.18	$393.66	$74.52	$4,213.62
10	EA	BW54UFX	WCX DUO IE 12-LT 2021 TAHOE	$1,157.76	$1,157.76	$0.00	$11,577.60
10	EA	C399	CENCOM CORE WCX CONTROL CENTER	$724.68	$724.68	$0.00	$7,246.80
30	EA	H27SN12	SNAP-IN HALO. BULB 27W/12V	$36.60	$32.94	$3.66	$1,098.00
20	EA	H400SD	SNOWAWAY SYSTEM	$1,044.36	$960.12	$84.24	$20,887.20
20	EA	H400VDKT	SNOWAWAY KIT V-SERIES	$1,317.60	$997.92	$319.68	$26,352.00
10	EA	HHS4200	SIREN AMP W/ HAND-HELD CONTROL	$448.74	$412.56	$36.18	$4,487.40
30	EA	I2E	DUO LINEAR ION BLUE/WHITE BLK	$105.30	$96.66	$8.64	$3,159.00
15	EA	IONB	ION LIGHT BLUE	$90.72	$90.72	$0.00	$1,360.80
21	EA	IONV1B	ION V-SERIES WARNING BLUE BLK	$171.18	$150.12	$21.06	$3,594.78
50	EA	LCPHOTO	LOGIC LEVEL PHOTOCELL OPTION	$65.34	$65.34	$0.00	$3,267.00
20	EA	LINZ6A	LINZ6 LED HORIZ SYNC AMBER	$109.08	$109.08	$0.00	$2,181.60
15	EA	M4DWB	M4 DRIVING/WARNING LT BLUE	$151.20	$138.78	$12.42	$2,268.00
15	EA	MPKWS	MICRO POLE/PED MT WHT W/ SW	$441.72	$371.52	$70.20	$6,625.80
29	EA	SA315P	SA315P SPEAKER, BLACK PLASTIC	$211.14	$211.14	$0.00	$6,123.06
12	EA	SLFLASH	SMART-LOGIC FLASHER	$160.38	$160.38	$0.00	$1,924.56
5	EA	SYS103	SYSTEM 103	$1,662.00	$1,259.28	$402.72	$8,310.00
8	EA	SYS108	SYSTEM 108	$1,716.00	$1,544.40	$171.60	$13,728.00
9	EA	TA166AL5	TA1660 LED TRAFFIC ADVISOR, 5'	$3,242.40	$2,438.10	$804.30	$29,181.60
9	EA	TLI2E	ION T-SERIES LINEAR DUO B/W	$102.06	$93.42	$8.64	$918.54
11	EA	TLI2J	ION T-SERIES LINEAR DUO R/B	$102.06	$84.78	$17.28	$1,122.66
77	EA	TLIA	ION T-SERIES LINEAR LT AMBER	$88.02	$88.02	$0.00	$6,777.54
60	EA	TLMIB	MINI ION T-SERIES LIGHT BLUE	$80.46	$80.46	$0.00	$4,827.60
12	EA	V23BTPB	V2 SERIES LIGHT BLUE/BLACK	$181.98	$152.28	$29.70	$2,183.76
12	EA	VTX609B	VERTEX SUPER-LED LIGHT BLUE	$73.44	$61.02	$12.42	$881.28
117	EA	W442D	WPF. 3 SOCK CONNECTOR KIT DEUT	$6.48	$6.48	$0.00	$758.16
141	EA	W444D	WPF. 2 PIN CONNECTOR KIT DEUT.	$6.48	$6.48	$0.00	$913.68
177	EA	W446D	WPF. 2 SOCK CONNECTOR KIT DEUT	$6.48	$6.48	$0.00	$1,146.96
7	EA	WSSPA30	30W SIREN/SPEAKER COMBO W/PA	$213.30	$213.30	$0.00	$1,493.10
1	EA	01-026D286-06D	ASSY, SIREN MICROPHONE HANDSET	$100.80	$90.72	$10.08	$100.80
1	EA	01-026D363-20E	SUB ASSY, SURFACE MT ION BLU	$90.72	$90.72	$0.00	$90.72
4	EA	01-026E756D23E	SUB ASSY, LTHEAD DRVR BLU/WHT	$103.20	$92.88	$10.32	$412.80
3	EA	01-026E756D53F	SUB ASSY, LTHEAD DRVR RED/WHT	$103.20	$92.88	$10.32	$309.60
3	EA	01-026E756P53F	SUB ASSY, LTHEAD PASS RED/WHT	$103.20	$92.88	$10.32	$309.60
1	EA	01-026H367-30A	ASSY, 12LED FULL SILICONE T-D	$171.00	$171.00	$0.00	$171.00
2	EA	01-0488722-22C	KIT, MTG 12-LT 2019 F-150	$120.00	$120.00	$0.00	$240.00
3	EA	02-016C296-20A	ASSY, PCB LINZ6 LED BLUE	$185.40	$132.30	$53.10	$556.20
2	EA	11-26G375-007C	COVER, TOP PASS 2015 F-150	$27.60	$24.84	$2.76	$55.20
2	EA	11-26G375-107C	COVER, TOP DRVR 2015 F-150	$27.60	$24.84	$2.76	$55.20
2	EA	11-36G373-007B	BASE, HOUSING PASS 2015 F-150	$27.60	$24.84	$2.76	$55.20
2	EA	11-36G373-107B	BASE, HOUSING DRVR 2015 F-150	$27.60	$24.84	$2.76	$55.20

Gary S. Lunetta
Director
(603) 271-2201

100	EA	A441A	A441A, 3 PIN CONNECTOR KIT	$4.32	$2.97	$1.35	$432.00
100	EA	A442A	A442A, 3 SOCKET CONNECTOR KIT	$4.32	$2.97	$1.35	$432.00
5	EA	ARGFM	FLAT MOUNT ARGES SPOTLIGHT	$25.92	$22.68	$3.24	$129.60
1	EA	BS54Z	I-E RST WCX 10-LT S/D 21 TAHOE	$783.54	$783.54	$0.00	$783.54
1	EA	BW54UFX	WCX DUO IE 12-LT 2021 TAHOE	$1,157.76	$1,157.76	$0.00	$1,157.76
1	EA	C399K6	OBD II CANPORT KIT TAHOE/SUB	$96.66	$96.66	$0.00	$96.66
2	EA	C399K7	OBD II CANPORT KIT 2021 F-150	$32.40	$32.40	$0.00	$64.80
1	EA	CCTL5	WeCanX HAND-HELD CONTROL HEAD	$242.46	$242.46	$0.00	$242.46
1	EA	CEM16	WeCanX 16 OUTPUT EXPANSION MOD	$149.58	$149.58	$0.00	$149.58
2	EA	I2D	DUO LINEAR ION RED/WHITE BLK	$105.30	$105.30	$0.00	$210.60
16	EA	I2E	DUO LINEAR ION BLUE/WHITE BLK	$105.30	$105.30	$0.00	$1,684.80
45	EA	I2J	DUO LINEAR ION RED/BLUE BLK	$105.30	$105.30	$0.00	$4,738.50
2	EA	IONBKT9	ION GRILLE MT 2021 TAHOE PAIR	$19.98	$19.98	$0.00	$39.96
9	EA	IONPEDB	ION PEDESTAL MOUNT KIT BLACK	$45.90	$39.96	$5.94	$413.10
7	EA	IONV1B	ION V-SERIES WARNING BLUE BLK	$171.18	$150.12	$21.06	$1,198.26
2	EA	LINSV2B	SURFACE MT LINZ V-SERIES BLUE	$158.22	$132.30	$25.92	$316.44
2	EA	LINSV2R	SURFACE MT LINZ V-SERIES RED	$158.22	$158.22	$0.00	$316.44
4	EA	M4DWB	M4 DRIVING/WARNING LT BLUE	$151.20	$138.78	$12.42	$604.80
1	EA	SAK70	SA-315 MT KIT 2021 CHEVY TAHOE	$26.46	$26.46	$0.00	$26.46
9	EA	TLI2E	ION T-SERIES LINEAR DUO B/W	$102.06	$93.42	$8.64	$918.54
10	EA	TLIE	ION T-SERIES LINEAR SPLIT B/W	$88.02	$80.46	$7.56	$880.20
12	EA	V23BTPB	V2 SERIES LIGHT BLUE/BLACK	$181.98	$152.28	$29.70	$2,183.76
7	EA	VTX609R	VERTEX SUPER-LED LIGHT RED	$73.44	$61.02	$12.42	$514.08
6	EA	XI2J	DUO LINEAR ION RED/BLU SMK BLK	$111.78	$111.78	$0.00	$670.68
		Sub Total					**$437,434.32**

Estimated annual spend	$437,434.32	**Expiring contract (8000178) annual**	$419,683.82
Estimated term spend	$2,187,171.60	**Expiring contract (8000178) term**	$2,098,419.10
Add allowance for balance of product line	$218,717.16	**Cost Increase**	$88,752.50
Recommended contract price limitation	$2,405,888.76	**Delta: new vs. expiring**	4%

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	5 Years
Price Limitation	$2,405,888.76
Number of Solicitations Received	1
Number of Sourced bidders	8
Number of NIGP Vendors Sourced	109
Number of non-responsive bidders	116
P-37 Checklist Complete	Yes
D&B Report Attached	NA
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes
Expiring Contract Price Limitation	$2,098,419.10

Gary S. Lunetta
Director
(603) 271-2201

Special Notes:	The estimated annual spend of $437,434.32 is based on estimated usage verified by data collected from DOT, DOS, and DOC. The estimated term spend is $2,187,171.60 for a five-year term. To ensure proper funds have been established, an additional 10% was added for allowance for balance of product line of $218,717.16 for any unforeseen costs.

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Whelen Technologies, Inc.		1.4 Contractor Address Route 145 Winthrop Road Chester, CT 06412	
1.5 Contractor Phone Number 1-860-790-1080	1.6 Account Unit and Class Various	1.7 Completion Date December 31, 2029	1.8 Price Limitation $2,405,888.76
1.9 Contracting Officer for State Agency Claudia Roy, Senior Purchasing Agent		1.10 State Agency Telephone Number 1-603-271-2202	
1.11 Contractor Signature Date: 9.21.2023		1.12 Name and Title of Contractor Signatory Greg Scott, VP- Sales	
1.13 State Agency Signature Date: 11/20/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 11/20/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials GS
Date

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. 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 and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials GS
Date 9/21/23

EXHIBIT A

SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials GS
Date 9/21/23

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

Whelen Technologies, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Whelen Technologies, Inc. in accordance with the bid submission in response to State Request for Bid #2786-24 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Special Provisions
c. EXHIBIT B Scope of Services
d. EXHIBIT C Method of Payment
e. EXHIBIT D RFB 2786-24
f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2786-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence on January 1, 2024 or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2029, a period of approximately five (5) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

Contractor Requirements:

- Awarded Contractor (s) shall have 10 years of operational experience.
- Awarded Contractor (s) products must be Made in the U.S.A.
- Awarded Contractor (s) must be able to provide factory-level support including on-site support within forty-eight hours of request.

Contractor Initials GS
Date 9/21/23

General Part Requirements:

- Only LED technology will be acceptable.
- Rear-facing lighting components housed within a multi-head stainless-steel box, shall be protected with a glass fascia. The glass shall incorporate a thermostatically controlled defroster.
- Awarded Contractor products must be compatible and integrate with pre-existing components. Including but not limited to:
- Pre-existing mounting brackets and drill patterns.
- Electrical connectors and wiring
- Existing Computer controlled flasher junction box and vehicle logistics.
- All products offered must be capable of being hard-wired into the vehicle and integrate with the vehicles factory installed switches.
- All wiring shall be of TPE construction and contain electrical interference-reducing jacketing, length of wiring shall be determined by the state.
- All boxed light housings must be manufactured with 304 stainless steel.
- Auto-dimming technology is required and must utilize Photocell technology.
- All products offered shall be hardwired and no wireless or temporary power supply will be acceptable.
- All lighting assemblies shall be protected by plastic lenses.
- Lenses shall be removable from the assembly, to enable replacement if necessary.
- Electrical connections shall be completed with a weatherproof Deutz connector.
- Awarded Contractor products must meet or exceed the states existing lighting systems.

Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Contractor Initials GS
Date 9/21/23

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. USAGE REPORTING

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Claudia Roy and sent electronic to Claudia.I.Roy@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
    - Percentage of recycled materials contained within finished products
    - Percentage of waste recycled throughout the manufacturing process
    - Types and volume of packaging used for transport
    - Any associated material avoided and/or recycled as applicable under contract
    - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- **Excel format**

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2786-24, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Contractor Initials GS
Date 9/21/23

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:
https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

6. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

7. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials GS
Date 9/21/23

EXHIBIT C
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide Lights & Lens Emergency, Flood, Trouble and Spotlights services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $2,405,888.76; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Model/Item	Description	Unit Cost
01-026B807-1DA	ASSY, STD CORNER AMBER/DEU 12V	$249.60
01-026F769-A0A	SUB ASSY,400 VV-SERIES AMB/AMB	$364.20
01-026G081-00A	ASSY, THERMOSTAT DOT DEFROSTER	$228.60
01-0286361811K	SUB ASSY, 400 6 AMB/6 AMB DEUT	$189.00
01-046G081-00A	KIT, RETROFIT THERMOSTAT	$506.40
01-0664144-14B	ASSY, 400 SERIES LTHD DOT VERT	$305.40
01-066G397V11D	ASSY,LTHD 400 BACK-UP VERT 12V	$189.60
01-06869641A0D	ASSY, DOT 400 MICRO-EDGE 3-LT	$1,088.40
01-06869641A1D	ASSY, DOT 400 MICRO-EDGE 3-LT	$1,088.40
01-06869641A1E	ASSY, DOT 400 MICRO-EDGE 3-LT	$1,088.40
01-0688156-00E	ASSY, SMART LOGIC FLASHER USB	$622.20
01-1518310-02D	SYSTEM, DOT3108 W/PHOTOCELL	$1,810.00
01-1519061-010	SYSTEM, LOADER LIGHTING	$1,255.00
01-1519123-00A	SYSTEM, NH DOT CRANE TRUCK	$2,099.00
01-1519386-000	SYSTEM, NH 405-D W/ GRILLE LTS	$3,155.00
02-0169672-00C	ASSY, PCB LIGHTBAR LED FLASHER	$117.60
02-0383709-04A	ASS'Y, 700 REFLECTOR W/O LAMP	$91.20
02-0387848-0VB	SUB ASSY, LENS DOT DEFROSTER	$480.60
11-488169-1SS0	HOUSING, LTHEAD SINGLE 400-V	$367.20
11-488170-1SL0	HOUSING, LTHD TRIPLE DRVR 400	$251.00
11-488170-1SR0	HOUSING, LTHD TRIPLE PASS 400	$251.00
39-3L12025-060	HOUSING, 2-3 PIN BUSSED, RECPT	$44.40
46-076D170-02A	ASSY, HARNESS 2:4 RED/BLK	$34.80
50A03ZCR	500 TIR/6 LED SYNC. AMB/CLR	$108.00
68-1182100310E	LENS, AMBER OPTIC 12.00"	$43.20
70BTTD	700 LED B/T/T RED DEUTSCH	$124.74
9MCAPA	9M ENDCAP, AMBER	$88.20
9SX2DDEE	EDGE 9SX DUO WCX 54" D/D/E/E	$956.34
9UCAPA	ULTRA ENDCAP, AMBER	$88.20
ARGCH1	ARGES BAIL MT CONTROL HEAD	$180.36
ARGES2	ARGES PROFOCUS REMOTE SPOTLT	$468.18
BW54UFX	WCX DUO IE 12-LT 2021 TAHOE	$1,157.76
C399	CENCOM CORE WCX CONTROL CENTER	$724.68
H27SN12	SNAP-IN HALO. BULB 27W/12V	$36.60
H400SD	SNOWAWAY SYSTEM	$1,044.36
H400VDKT	SNOWAWAY KIT V-SERIES	$1,317.60

Contractor Initials GS
Date 9/21/23

HHS4200	SIREN AMP W/ HAND-HELD CONTROL	$448.74
I2E	DUO LINEAR ION BLUE/WHITE BLK	$105.30
IONB	ION LIGHT BLUE	$90.72
IONV1B	ION V-SERIES WARNING BLUE BLK	$171.18
LCPHOTO	LOGIC LEVEL PHOTOCELL OPTION	$65.34
LINZ6A	LINZ6 LED HORIZ SYNC AMBER	$109.08
M4DWB	M4 DRIVING/WARNING LT BLUE	$151.20
MPKWS	MICRO POLE/PED MT WHT W/ SW	$441.72
SA315P	SA315P SPEAKER, BLACK PLASTIC	$211.14
SLFLASH	SMART-LOGIC FLASHER	$160.38
SYS103	SYSTEM 103	$1,662.00
SYS108	SYSTEM 108	$1,716.00
TA166AL5	TA1660 LED TRAFFIC ADVISOR, 5'	$3,242.40
TLI2E	ION T-SERIES LINEAR DUO B/W	$102.06
TLI2J	ION T-SERIES LINEAR DUO R/B	$102.06
TLIA	ION T-SERIES LINEAR LT AMBER	$88.02
TLMIB	MINI ION T-SERIES LIGHT BLUE	$80.46
V23BTPB	V2 SERIES LIGHT BLUE/BLACK	$181.98
VTX609B	VERTEX SUPER-LED LIGHT BLUE	$73.44
W442D	WPF. 3 SOCK CONNECTOR KIT DEUT	$6.48
W444D	WPF. 2 PIN CONNECTOR KIT DEUT.	$6.48
W446D	WPF. 2 SOCK CONNECTOR KIT DEUT	$6.48
WSSPA30	30W SIREN/SPEAKER COMBO W/PA	$213.30
01-026D286-06D	ASSY, SIREN MICROPHONE HANDSET	$100.80
01-026D363-20E	SUB ASSY, SURFACE MT ION BLU	$90.72
01-026E756D23E	SUB ASSY, LTHEAD DRVR BLU/WHT	$103.20
01-026E756D53F	SUB ASSY, LTHEAD DRVR RED/WHT	$103.20
01-026E756P53F	SUB ASSY, LTHEAD PASS RED/WHT	$103.20
01-026H367-30A	ASSY, 12LED FULL SILICONE T-D	$171.00
01-0488722-22C	KIT, MTG 12-LT 2019 F-150	$120.00
02-016C296-20A	ASSY, PCB LINZ6 LED BLUE	$185.40
11-26G375-007C	COVER, TOP PASS 2015 F-150	$27.60
11-26G375-107C	COVER, TOP DRVR 2015 F-150	$27.60
11-36G373-007B	BASE, HOUSING PASS 2015 F-150	$27.60
11-36G373-107B	BASE, HOUSING DRVR 2015 F-150	$27.60
A441A	A441A, 3 PIN CONNECTOR KIT	$4.32
A442A	A442A, 3 SOCKET CONNECTOR KIT	$4.32
ARGFM	FLAT MOUNT ARGES SPOTLIGHT	$25.92
BS54Z	I-E RST WCX 10-LT S/D 21 TAHOE	$783.54
BW54UFX	WCX DUO IE 12-LT 2021 TAHOE	$1,157.76
C399K6	OBD II CANPORT KIT TAHOE/SUB	$96.66
C399K7	OBD II CANPORT KIT 2021 F-150	$32.40
CCTL5	WeCanX HAND-HELD CONTROL HEAD	$242.46
CEM16	WeCanX 16 OUTPUT EXPANSION MOD	$149.58
I2D	DUO LINEAR ION RED/WHITE BLK	$105.30
I2E	DUO LINEAR ION BLUE/WHITE BLK	$105.30
I2J	DUO LINEAR ION RED/BLUE BLK	$105.30
IONBKT9	ION GRILLE MT 2021 TAHOE PAIR	$19.98
IONPEDB	ION PEDESTAL MOUNT KIT BLACK	$45.90
IONV1B	ION V-SERIES WARNING BLUE BLK	$171.18
LINSV2B	SURFACE MT LINZ V-SERIES BLUE	$158.22
LINSV2R	SURFACE MT LINZ V-SERIES RED	$158.22
M4DWB	M4 DRIVING/WARNING LT BLUE	$151.20
SAK70	SA-315 MT KIT 2021 CHEVY TAHOE	$26.46
TLI2E	ION T-SERIES LINEAR DUO B/W	$102.06
TLIE	ION T-SERIES LINEAR SPLIT B/W	$88.02
TLMIB	MINI ION T-SERIES LIGHT BLUE	$80.46
V23BTPB	V2 SERIES LIGHT BLUE/BLACK	$181.98
VTX609R	VERTEX SUPER-LED LIGHT RED	$73.44
XI2J	DUO LINEAR ION RED/BLU SMK BLK	$111.78

Contractor Initials GS
Date 9/21/23

Additional Discount % off Manufactures current retail price for balance of product line purchases (State)	Additional Discount % off Manufactures current retail price for balance of product line purchases (NH Municipalities- cities and towns)
46% off the Current Commercial Price list at time of order for State Agencies.	40% off the Current Commercial Price list at time of order for Public Subdivisions

Authorized Distributor List:
Ossipee Mountain Electronics PO Box 950 Moultonborough, NH 03254 800-639-5081
Adamson Industries 45 Research Drive Haverhill, MA 01832 800-232-0162
Global Public Safety 5 Executive Drive Hudson, NH 03051 603-617-7178
New England Vehicle Outfitters LLC 40 Old Dover Road Newington, NH 03801 603-431-6288
MHQ, INC. 401 Elm Street Marlborough, MA 01752 508-573-2600

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

Contractor shall be paid by Procurement Card when invoice is received.

4. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: **https://www.nh.gov/treasury**

Contractor Initials GS
Date 9/21/23

Contractor Initials GS
Date 9/21/23

EXHIBIT D

RFB #2789-24 is incorporated here within.

Contractor Initials GS
Date 9/21/23

EXHIBIT E

Contractor's bid is incorporated here within

Contractor Initials GS
Date 9/21/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WHELEN TECHNOLOGIES, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on July 21, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **116195**

Certificate Number: **0006321013**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of September A.D. 2023.

David M. Scanlan

Secretary of State

WHELEN®
MANUFACTURED IN AMERICA

WHELEN ENGINEERING COMPANY, INC.
D/B/A WHELEN TECHNOLOGIES, INC.

SECRETARY'S CERTIFICATE

I, Alan E. Lieberman, do hereby certify that I am the duly elected, qualified, and acting Secretary of **Whelen Engineering Company, Inc., d/b/a Whelen Technologies, Inc.**, a Connecticut corporation (the "**Company**"), and that the Board of Directors of the Company has duly appointed the following individuals as officers of the Company, with the authority to sign documents, instruments, and certificates on behalf of and in the name of the Company, relating to any transactions with the State of New Hampshire and any agency or political subdivision thereof, and that each such officer currently holds the position set forth opposite the name of such individual with such authority:

Name	Title
Geoffrey E. Marsh	President & Chief Executive Officer
Gregory H. Scott	Vice President, Sales

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of September, 2023.

Alan E. Lieberman, Its Secretary

Alan E. Lieberman, Secretary

20563054.1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

10/1/2024

DATE (MM/DD/YYYY): 10/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
1185 Avenue of the Americas, Suite 2010
New York NY 10036
646-572-7300

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Hartford Insurance Co of the Midwest	37478
INSURER C : Twin City Fire Insurance Company	29459
INSURER D : Everest National Insurance Company	10120
INSURER E : Allied World Assurance Company (U.S.) Inc.	19489
INSURER F :	

INSURED
1475127 Whelen Technologies, Inc.
51 Winthrop Road
Chester CT 06412

COVERAGES **CERTIFICATE NUMBER:** 19894236 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	N	N	02 UEN AX0REB	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	N	N	02 UEN BC7564	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	X UMBRELLA LIAB / X OCCUR	N	N	02 XS ON2536	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED / RETENTION $							$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	02 WB AT8ZJY	10/1/2023	10/1/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess	N	N	XC5EX01912-231	10/1/2023	10/1/2024	Each Occ/Agg: $15M	
E	Cyber/Tech, E&O/ Prof			0312-7648	10/1/2023	10/1/2024	Limit: $5M Retention: $100K	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: BID 2786-24 Lights & Lens Emergency, Flood, Trouble and Spotlights.

30 days' notice of cancellation applies except for 10 days non-payment of premium.

CERTIFICATE HOLDER

19894236
State of New Hampshire
Administrative Services,
Bureau of Purchase and Property
25 Capitol Street, Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES

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

DATE OF CHANGE: August 28, 2023

ADDENDUM #1 TO BID INVITATION #2786-24

DATE OF BID CLOSING: 9/6/2023 **TIME OF BID CLOSING**: 09:00 AM (EST)

FOR: Lights & Lens Emergency, Flood, Trouble and Spotlights

Offer sheet updated:
The offer sheet has been updated to incorporate additional discounts to state, NH municipalities and additional discounts bidding vendor would like to offer. Use the updated offer sheet for bid submission. Only updated offer sheet submissions will be excepted.

Contract Term previously read:

The term contract shall commence on January 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2028, a period of approximately five (5) years.

Contract Term change to read:

The term contract shall commence on January 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2029, a period of approximately five (5) years.

PURCHASING AGENT:
E:Mail: **NH.Purchasing@das.nh.gov**

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER Whelen Engineering Company, Inc. ADDRESS 51 Winthrop Road, Chester CT. 06412
BY _____
(this document must be signed)
Greg Scott, VP TEL. NO. 860-718-2404
(please type or print name)

Please visit: https://das.nh.gov/purchasing/vendorresources.aspx (click on "Bid and Proposals") for complete bid and addendums.

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: August 25, 2023

Company Name: Whelen Engineering Company, Inc.
Address: 51 Winthrop Road,
Chester CT. 06412

To: Point of Contact: **Claudia Roy**
Telephone: (603)-271- **2202**
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name:
Bid Number: **2786-24**
Bid Posted Date (on or by): **8/17/2023**
Bid Closing Date and Time: **9/6/2023 @ 9:00 AM (EST)**
Dear **Claudia Roy:**

(Insert name of signor) Greg Scott, on behalf of Whelen Engineering Company, Inc. (insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # **2786-24** for Lights & Lens Emergency, Flood, Trouble and Spotlights at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature _____ **Authorized Signor's Title** VP Sales

Contractor Initials _____
Date 8.25.23

REQUEST FOR BID FOR LIGHTS & LENS EMERGENCY, FLOOD, TROUBLE AND SPOTLIGHTS FOR THE STATE OF NEW HAMPSHIRE

PURPOSE:
The purpose of this bid invitation is to establish a contract(s) for the supply, delivery, and installation of Lights & Lens Emergency, Flood, Trouble and Spotlights to the State of New Hampshire with the product list and requirements indicated in the SCOPE OF WORK and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:
Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:
All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:
Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Claudia Roy at the following address: Claudia.I.Roy@das.nh.gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:
All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:
In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is:
https://apps.das.nh.gov/bidscontracts/bids.aspx

TIMELINE:

Contractor Initials
Date 8.25.23

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

08/17/2023	Bid Solicitation distributed on or by
08/31/2023	Last day for questions, clarifications, and/or requested changes to bid
09/06/2023	9:00 AM (EST) Bid Closing
01/01/2024	Implementation of Contract

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:

The term of the contract shall commence on January 1, 2024 or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2028, a period of approximately five (5) years.

The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

CONTRACT AWARD:

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total. The vendor must provide pricing on a minimum of 75% of items listed on the offer sheet in order to qualify for a successful bid. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s). The amount of line items bid on will also be a determining factor in the Contract award. The total price will not be the sole determining factor.

It is the state's intention to enter into a contract(s) with one or no more than three Vendor(s).

Contractor Initials
Date 8.25.23

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT(S):
Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at https://apps.das.nh.gov/bidscontracts/bids.aspx.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

LIABILITY:
The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:
Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is *not* acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

Contractor Initials AB
Date 8.25.23

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

TERMINATION:
The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

VENDOR CERTIFICATIONS:
All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: https://DAS.NH.Gov/Purchasing

- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: https://sos.nh.gov/corporation-division/

- CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

- CERTIFICATE OF INSURANCE:
  Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:
Bid prices shall remain firm for one year and may be adjusted on the anniversary date of this contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01(e) "If there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade.

Contractor Initials
Date 8.25.23

Updated Published Price List MUST be e-mailed to Claudia.I.Roy@das.nh.gov

PRICE ADJUSTMENTS:
On the anniversary date of this contract, the successful Vendor(s) may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than ninety (90) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

AUDITS AND ACCOUNTING:
The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

ESTIMATED USAGE:
The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

USAGE REPORTING:
The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to The Bureau of Procurement & Support Services, **Claudia Roy** and sent electronic to Claudia.I.Roy@das.nh.gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
    - Percentage of recycled materials contained within finished products
    - Percentage of waste recycled throughout the manufacturing process
    - Types and volume of packaging used for transport
    - Any associated material avoided and/or recycled as applicable under contract
    - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- **Excel format**

ESTABLISHMENT OF ACCOUNTS:
Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

ELIGIBLE PARTICIPANTS:
Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These

Contractor Initials
Date 8.25.23

entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:
Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:** https://www.nh.gov/treasury/state-vendors/index.htm Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:
Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.

TERMS OF PAYMENT:
Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:
The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: *https://apps.das.nh.gov/bidscontracts/bids.aspx*

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain this any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://www.das.nh.gov/purchasing/vendorresources.aspx

IF AWARDED A CONTRACT:
The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:
Section 1.3 Contractor Name
Section 1.4 Contractor Address

Contractor Initials
Date 8.25.23

Section 1.11 Contractor Signature
Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATION COMPLIANCE:
Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturer(s) and/or model(s) indicated in this bid are equivalent to the type and quality required. You may bid different make(s) and model(s); however, your offer shall match or exceed the one(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that do not meet the minimum standards shall not be accepted. Product literature and specifications may be enclosed.

SPECIFICATIONS:
Complete specifications required are detailed in the **SCOPE OF WORK** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SCOPE OF WORK:
Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

Vendor Requirements:

- Awarded vendor(s) shall have 10 years of operational experience.
- Awarded vendor(s) products must be Made in the U.S.A.
- Awarded vendor(s) must be able to provide factory-level support including on-site support within forty-eight hours of request.

General Part Requirements:

- Only LED technology will be acceptable.
- Rear-facing lighting components housed within a multi-head stainless-steel box, shall be protected with a glass fascia. The glass shall incorporate a thermostatically controlled defroster.
- Awarded vendor products must be compatible and integrate with pre-existing components. Including but not limited to:
    - Pre-existing mounting brackets and drill patterns.
    - Electrical connectors and wiring
    - Existing Computer controlled flasher junction box and vehicle logistics.

Contractor Initials
Date 8.25.23

- All products offered must be capable of being hard-wired into the vehicle and integrate with the vehicles factory installed switches.

- All wiring shall be of TPE construction and contain electrical interference-reducing jacketing, length of wiring shall be determined by the state.
- All boxed light housings must be manufactured with 304 stainless steel.
- Auto-dimming technology is required and must utilize Photocell technology.
- All products offered shall be hardwired and no wireless or temporary power supply will be acceptable.
- All lighting assemblies shall be protected by plastic lenses.
- Lenses shall be removable from the assembly, to enable replacement if necessary.
- Electrical connections shall be completed with a weatherproof Deutz connector.
- Awarded vendor products must meet or exceed the states existing lighting systems.

Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

The Vendor's are required to be factory-authorized distributors and warranty centers for agencies that may require parts and installation.

WARRANTY REQUIREMENTS:

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New

Contractor Initials
Date 8.25.23

Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:
The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Work included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

NON-EXCLUSIVE CONTRACT
Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

Disaster Recovery
Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? ~~Yes or~~ **No**

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

DELIVERY TIME:
The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order.

The use of a private carrier to make delivery **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

RETURNED GOODS:
The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

Contractor Initials
Date 8.25.23

OFFER:
The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid.

The vendor must provide pricing on a minimum of 75% of items listed on the offer sheet in order to qualify for a successful bid.

Please see Attachment B: Offer Sheet

VENDOR'S BALANCE OF PRODUCT LINE ITEMS
The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies, and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

VENDOR CONTACT INFORMATION:
Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

Craig Szymanski Director of Sales Administration	860-790-1080	
Contact Person	Local Telephone Number	Toll Free Telephone Number
cszymanski@whelen.com	www.whelen.com	
E-mail Address	Company Website	
Whelen Engineering Company, Inc.	51 Winthrop Road, Chester CT. 06412	
Vendor Company Name	Vendor Address	

DELIVERY LOCATIONS:
The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

If required, please see NH District Map for clarifications.
https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf

ATTACHMENTS:
The following attachments are an integral part of this bid invitation:
Attachment A: Sample P-37 Form
Attachment B: Offer Sheet
Attachment C: Spec Examples

Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.

The Bid Opening is open to the public online at the following:
Microsoft Teams meeting
Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 280 694 077 627
Passcode: GdJzpD
Download Teams | Join on the web
Join with a video conferencing device
nhgov@m.webex.com
Video Conference ID: 118 183 062 9
Alternate VTC Instructions
Or call in (audio only)
+1 603-931-4944,,253938111# United States, Concord
Phone Conference ID: 253 938 111#

Contractor Initials
Date

ATTACHMENT A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials_____
Date_____

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

Contractor Initials_____
Date_____

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved

Contractor Initials ✓
Date 8.25.23

to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

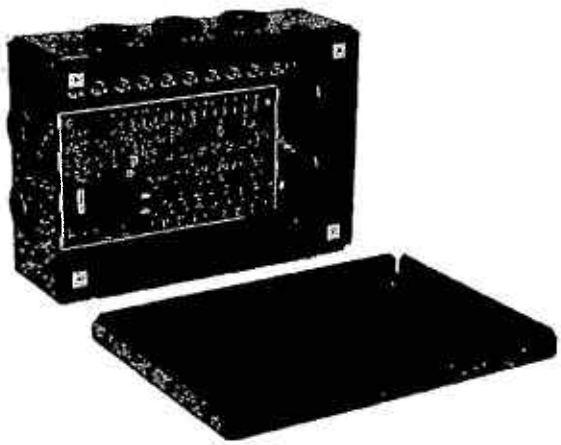
Contractor Initials_____
Date 8.25.23

26. 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 and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials_____
Date 8.25.23

Example of most common products currently used by NHDOT

Programmable Flasher Box



SmartLogic™ Programmable Flasher

Engineered to maintain situational awareness of the operator, the SmartLogic Programmable Flasher houses numerous innovative technologies that deliver highly effective visual warning.

- Housed in a junction box for ease of mounting, along with wiring and connection protection
- Software is configurable via USB port
- All 8 outputs are internally protected and fused
  - Each solid-state output is rated for 5 amps
- 8 inputs
  - 5 activating inputs
  - 3 non-activating inputs for low power, photocell, and brake/tail/turn cut-off
- Default flash pattern
- LED onboard diagnostic indicators signify active outputs and blown fuses
- Day and night mode truck set-ups

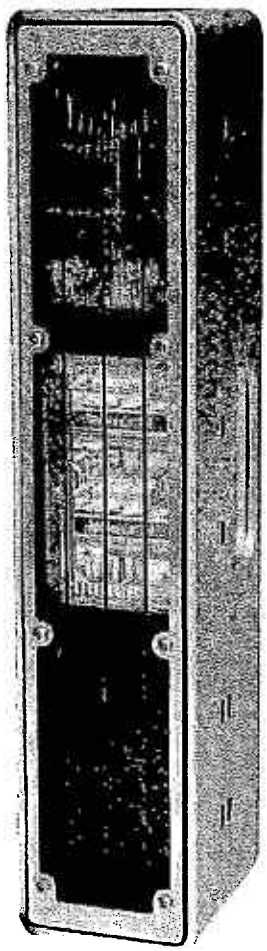
Example of most common products currently used by NHDOT

Stainless Steel Rear Taillight boxes with Heated Lenses

Introducing industry-first technology for preventing snow build up on rear corner post lights in most conditions.

- Tempered glass heats uniformly and keeps lenses at 45° F in most conditions
- Switches on automatically when the temperature drops below 40° F, providing zero operator involvement
- LED indicator light in the cab automatically notifies operator that the system is on or off
- On/Off switch located in the cab allows operator to manually control the system if needed
- Tempered glass uses between 1-4 amps (colder temperature increases amp draw)
- Housing and lens design accommodates three lightheads
- 14 gauge wire included

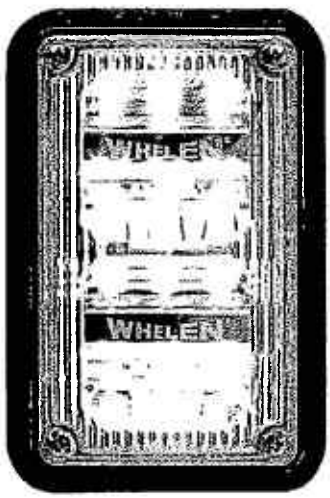
H400SD	400 Series Heated Lens System
H400VD	400 V-Series™ Heated Lens System

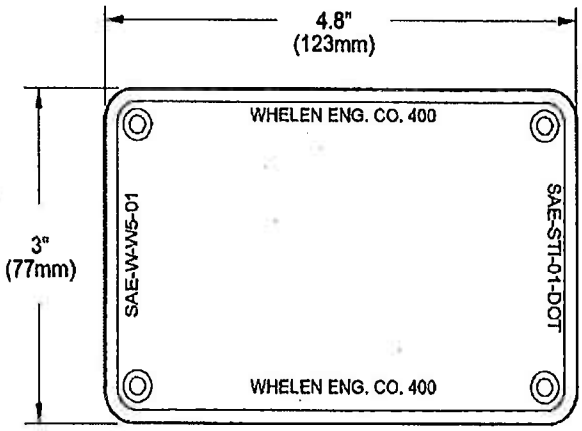


***NOTE:** Municipal lighting system sold separately. Option includes heated lens system only. Works with following system models: SYS401D, SYS402D, SYS404D, SYS405D, SYS406D and SYS410D*

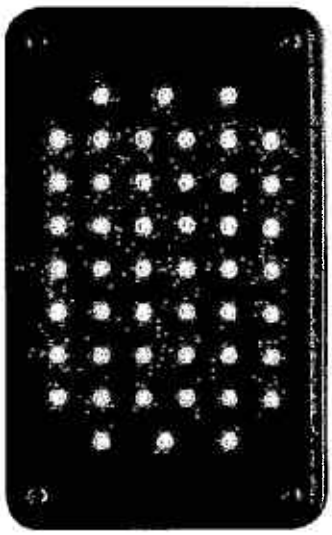
Example of most common products currently used by NHDOT

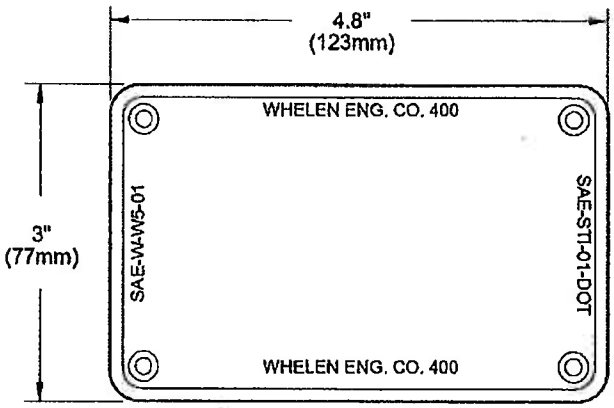
LED Back Up Vertical Assy. (400 Series) # 01-066G397V11 (D)





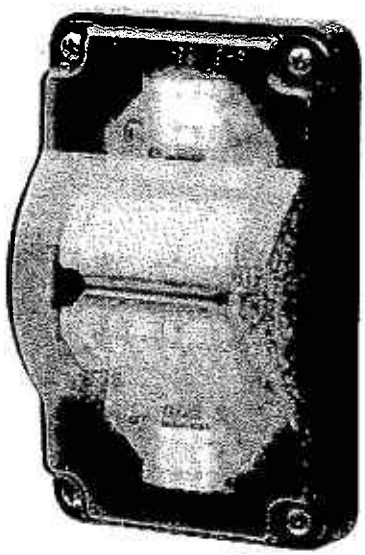
LED Stop/Turn/Tail Red (400 Series) # 40BTTD

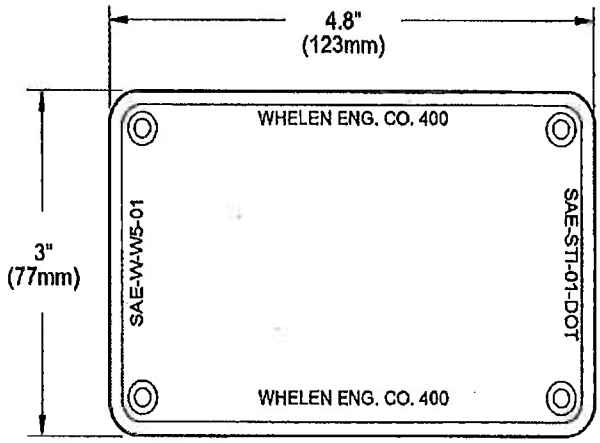




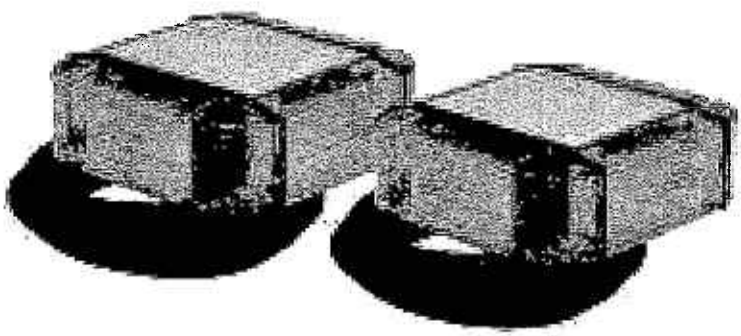
Example of most common products currently used by NHDOT

Amber Warning Light (400" V" Series) #01-026F769-AO



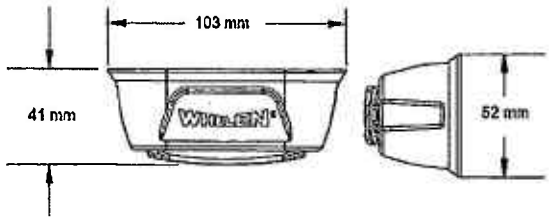


LED Mirror Mount Light heads # 01-06869641A1

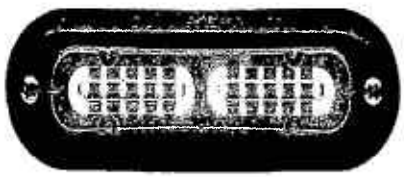


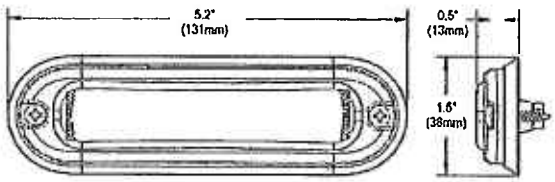
Example of most common products currently used by NHDOT

Micro Warning Lights #LINZ6



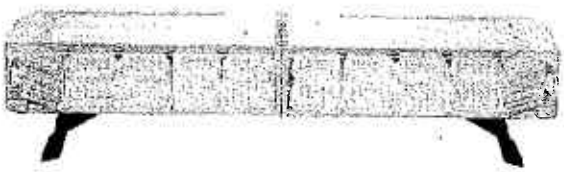
Micro Warning Lights # TLIA

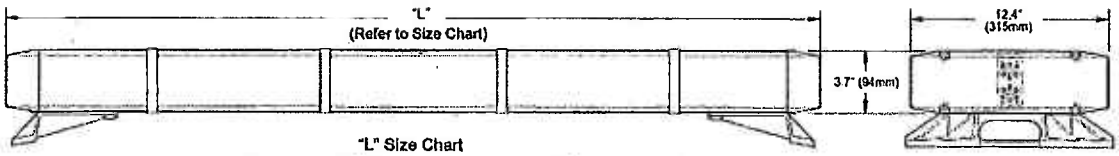




ION-T Series

LED Light Bar





"L" Size Chart

44.5" (1130mm)	49" (1251mm)	55" (1397mm)	60" (1524mm)	72" (1829mm)

Freedom IV Series

Attachment B: Offer Sheet

All areas in yellow are required fields. If you are unable to provide the item, please place NA in the box.

Model/Item	Description	Alternative Model/Item	Alternative Description	Estimated Annual Quantity	Unit Cost	Extended Cost
01-026B807-1DA	ASSY, STD CORNER AMBER/DEU 12V			4	$249.60	$998.40
01-026F769-A0A	SUB ASSY,400 VV-SERIES AMB/AMB			27	$364.20	$9,833.40
01-026G081-00A	ASSY, THERMOSTAT DOT DEFROSTER			6	$228.60	$1,371.60
01-0286361811K	SUB ASSY, 400 6 AMB/6 AMB DEUT			7	$189.00	$1,323.00
01-046G081-00A	KIT, RETROFIT THERMOSTAT			1	$506.40	$506.40
01-0664144-14B	ASSY, 400 SERIES LTHD DOT VERT			4	$305.40	$1,221.60
01-066G397V11D	ASSY,LTHD 400 BACK-UP VERT 12V			7	$189.60	$1,327.20
01-06869641A0D	ASSY, DOT 400 MICRO-EDGE 3-LT			3	$1,088.40	$3,265.20
01-06869641A1D	ASSY, DOT 400 MICRO-EDGE 3-LT			3	$1,088.40	$3,265.20
01-06869641A1E	ASSY, DOT 400 MICRO-EDGE 3-LT			9	$1,088.40	$9,795.60
01-0688156-00E	ASSY, SMART LOGIC FLASHER USB			2	$622.20	$1,244.40
01-1518310-02D	SYSTEM, DOT3108 W/PHOTOCELL			1	$1,810.00	$1,810.00
01-1519061-010	SYSTEM, LOADER LIGHTING			6	$1,255.00	$7,530.00
01-1519123-00A	SYSTEM, NH DOT CRANE TRUCK			3	$2,099.00	$6,297.00
01-1519386-000	SYSTEM, NH 405-D W/ GRILLE LTS			3	$3,155.00	$9,465.00
02-0169672-00C	ASSY, PCB LIGHTBAR LED FLASHER			6	$117.60	$705.60
02-0383709-04A	ASS'Y, 700 REFLECTOR W/O LAMP			6	$91.20	$547.20
02-0387848-0VB	SUB ASSY, LENS DOT DEFROSTER			21	$480.60	$10,092.60
11-488169-1SS0	HOUSING, LTHEAD SINGLE 400-V			4	$367.20	$1,468.80
11-488170-1SL0	HOUSING, LTHD TRIPLE DRVR 400			7	$251.00	$1,757.00
11-488170-1SR0	HOUSING, LTHD TRIPLE PASS 400			7	$251.00	$1,757.00
39-3L12025-060	HOUSING, 2-3 PIN BUSSED, RECPT			41	$44.40	$1,820.40
46-076D170-02A	ASSY, HARNESS 2:4 RED/BLK			41	$34.80	$1,426.80
50A03ZCR	500 TIR/6 LED SYNC. AMB/CLR			13	$108.00	$1,404.00
68-1182100310E	LENS, AMBER OPTIC 12.00"			104	$43.20	$4,492.80
70BTTD	700 LED B/T/T RED DEUTSCH	704BTTD	Discontinued, replaced by 704BTTD	4	$124.74	$498.96
9MCAPA	9M ENDCAP, AMBER			6	$88.20	$529.20
9SX2DDEE	EDGE 9SX DUO WCX 54" D/D/E/E	Base bar with 4 corners, Inboard modules and mounting not included		1	$956.34	$956.34
9UCAPA	ULTRA ENDCAP, AMBER			51	$88.20	$4,498.20
ARGCH1	ARGES BAIL MT CONTROL HEAD			3	$180.36	$541.08

ARGES2	ARGES PROFOCUS REMOTE SPOTLT			3	$468.18	$1,404.54	
BW54UFX	WCX DUO IE 12-LT 2021 TAHOE			1	$1,157.76	$1,157.76	
C399	CENCOM CORE WCX CONTROL CENTER			1	$724.68	$724.68	
CY0BBRR	CENATOR WC LIN6 60" B/B/R/R	Discontinued, Consider 9X Series		1	Discontinued	$0.00	
H27SN12	SNAP-IN HALO. BULB 27W/12V			18	$36.60	$658.80	
H400SD	SNOWAWAY SYSTEM			2	$1,044.36	$2,088.72	
H400VDKT	SNOWAWAY KIT V-SERIES			2	$1,317.60	$2,635.20	
HHS4200	SIREN AMP W/ HAND-HELD CONTROL			1	$448.74	$448.74	
I2E	DUO LINEAR ION BLUE/WHITE BLK			16	$105.30	$1,684.80	
IONB	ION LIGHT BLUE			5	$90.72	$453.60	
IONV1B	ION V-SERIES WARNING BLUE BLK			7	$171.18	$1,198.26	
LCPHOTO	LOGIC LEVEL PHOTOCELL OPTION			42	$65.34	$2,744.28	
LINZ6A	LINZ6 LED HORIZ SYNC AMBER			8	$109.08	$872.64	
M4DWB	M4 DRIVING/WARNING LT BLUE			4	$151.20	$604.80	
MPKWS	MICRO POLE/PED MT WHT W/ SW			4	$441.72	$1,766.88	
SA315P	SA315P SPEAKER, BLACK PLASTIC			9	$211.14	$1,900.26	
SLFLASH	SMART-LOGIC FLASHER			4	$160.38	$641.52	
SYS103	SYSTEM 103			1	$1,662.00	$1,662.00	
SYS108	SYSTEM 108			2	$1,716.00	$3,432.00	
TA166AL5	TA1660 LED TRAFFIC ADVISOR, 5'			3	$3,242.40	$9,727.20	
TLI2E	ION T-SERIES LINEAR DUO B/W			9	$102.06	$918.54	
TLI2J	ION T-SERIES LINEAR DUO R/B			11	$102.06	$1,122.66	
TLIA	ION T-SERIES LINEAR LT AMBER			77	$88.02	$6,777.54	
TLMIB	MINI ION T-SERIES LIGHT BLUE			30	$80.46	$2,413.80	
V23BTPB	V2 SERIES LIGHT BLUE/BLACK			12	$181.98	$2,183.76	
VTX609B	VERTEX SUPER-LED LIGHT BLUE			12	$73.44	$881.28	
W442D	WPF. 3 SOCK CONNECTOR KIT DEUT			117	$6.48	$758.16	
W444D	WPF. 2 PIN CONNECTOR KIT DEUT.			141	$6.48	$913.68	
W446D	WPF. 2 SOCK CONNECTOR KIT DEUT			177	$6.48	$1,146.96	
WSSPA30	30W SIREN/SPEAKER COMBO W/PA			7	$213.30	$1,493.10	
01-026D286-06D	ASSY, SIREN MICROPHONE HANDSET			1	$100.80	$100.80	
01-026D363-20E	SUB ASSY, SURFACE MT ION BLU			1	$90.72	$90.72	
01-026E756D23E	SUB ASSY, LTHEAD DRVR BLU/WHT			4	$103.20	$412.80	
01-026E756D53F	SUB ASSY, LTHEAD DRVR RED/WHT			3	$103.20	$309.60	
01-026E756P53F	SUB ASSY, LTHEAD PASS RED/WHT			3	$103.20	$309.60	
01-026H367-300	ASSY, 12LED FULL SILICONE T-D	Replaced by 01-026H367-30A See next item.		4	Replaced	$0.00	
01-026H367-30A	ASSY, 12LED FULL SILICONE T-D			1	$171.00	$171.00	
01-0488722-22B	KIT, MTG 12-LT 2019 F-150	replaced by 01-0488722-22C		2	$120.00	$240.00	
02-016C296-20A	ASSY, PCB LINZ6 LED BLUE			3	$185.40	$556.20	
11-26G375-007C	COVER, TOP PASS 2015 F-150			2	$27.60	$55.20	
11-26G375-107C	COVER, TOP DRVR 2015 F-150			2	$27.60	$55.20	
11-36G373-007B	BASE, HOUSING PASS 2015 F-150			2	$27.60	$55.20	
11-36G373-107B	BASE, HOUSING DRVR 2015 F-150			2	$27.60	$55.20	
A441A	A441A, 3 PIN CONNECTOR KIT			100	$4.32	$432.00	
A442A	A442A, 3 SOCKET CONNECTOR KIT			100	$4.32	$432.00	

ARGCH1	ARGES BAIL MT CONTROL HEAD	Same as line 34.		5	$180.36	$901.80	
ARGES2	ARGES PROFOCUS REMOTE SPOTLT	Same as line 35.		5	$468.18	$2,340.90	
ARGFM	FLAT MOUNT ARGES SPOTLIGHT			5	$25.92	$129.60	
BS54Z	I-E RST WCX 10-LT S/D 21 TAHOE	Includes SOLO Lightheads. DUO and Trio are an extra charge.		1	$783.54	$783.54	
BW54UFX	WCX DUO IE 12-LT 2021 TAHOE			1	$1,157.76	$1,157.76	
BWDD	WCX DUO XLP DRVR LTHD RED/WHT	Included in purchase of BW54UFX		3	INC in above	$0.00	
BWDE	WCX DUO XLP DRVR LTHD BLU/WHT	Included in purchase of BW54UFX		3	INC in above	$0.00	
BWPD	WCX DUO XLP PASS LTHD RED/WHT	Included in purchase of BW54UFX		3	INC in above	$0.00	
BWPE	WCX DUO XLP PASS LTHD BLU/WHT	Included in purchase of BW54UFX		3	INC in above	$0.00	
C399	CENCOM CORE WCX CONTROL CENTER	Same as line 37		1	$724.68	$724.68	
C399K6	OBD II CANPORT KIT TAHOE/SUB			1	$96.66	$96.66	
C399K7	OBD II CANPORT KIT 2021 F-150			2	$32.40	$64.80	
CCTL5	WeCanX HAND-HELD CONTROL HEAD			1	$242.46	$242.46	
CEM16	WeCanX 16 OUTPUT EXPANSION MOD			1	$149.58	$149.58	
I2D	DUO LINEAR ION RED/WHITE BLK			2	$105.30	$210.60	
I2E	DUO LINEAR ION BLUE/WHITE BLK			46	$105.30	$4,843.80	
I2J	DUO LINEAR ION RED/BLUE BLK			45	$105.30	$4,738.50	
IONBKT9	ION GRILLE MT 2021 TAHOE PAIR			2	$19.98	$39.96	
IONPEDB	ION PEDESTAL MOUNT KIT BLACK			9	$45.90	$413.10	
IONV1B	ION V-SERIES WARNING BLUE BLK			8	$171.18	$1,369.44	
ISSB	INNER EDGE FST/RST SOLO BLUE	No charge when purchased with BS54Z		6	Inc in BS54Z	$0.00	
ISSR	INNER EDGE FST/RST SOLO RED	No charge when purchased with BS54Z		4	Inc in BS54Z	$0.00	
LINSV2B	SURFACE MT LINZ V-SERIES BLUE			2	$158.22	$316.44	
LINSV2R	SURFACE MT LINZ V-SERIES RED			2	$158.22	$316.44	
M4DWB	M4 DRIVING/WARNING LT BLUE			10	$151.20	$1,512.00	
SA315P	SA315P SPEAKER, BLACK PLASTIC	Same as line 50		20	$211.14	$4,222.80	
SAK70	SA-315 MT KIT 2021 CHEVY TAHOE			1	$26.46	$26.46	
TLI2E	ION T-SERIES LINEAR DUO B/W			10	$102.06	$1,020.60	
TLIE	ION T-SERIES LINEAR SPLIT B/W			10	$88.02	$880.20	
TLMIB	MINI ION T-SERIES LIGHT BLUE			2	$80.46	$160.92	
V23BTPB	V2 SERIES LIGHT BLUE/BLACK			2	$181.98	$363.96	
VTX609R	VERTEX SUPER-LED LIGHT RED			7	$73.44	$514.08	
WSSPA30	30W SIREN/SPEAKER COMBO W/PA	Same as line 64		2	$213.30	$426.60	
XI2J	DUO LINEAR ION RED/BLU SMK BLK			6	$111.78	$670.68	
					Total	**$146,166.14**	

Additional Discount % off Manufactures current retail price for balance of product line purchases (State)	Additional Discount % off Manufactures current retail price for balance of product line purchases (NH Municipalities- cities and towns)	Any Additional Discount % vendor would like to offer	Notes From Vendor
46% off the Current Commercial Price list at time of order for State Agencies.	40% off the Current Commercial Price list at time of order for Public Subdivisions	Not Applicable	Factory Authorized Distributors for agencies that may require parts and installation. Payment will be made direct to the distributors. These Distributor are in addition to Whelen Engineering Company location in Chester CT, which will be used for parts and supply orders
			Authorized Distributor List:
			Ossipee Mountain Electronics PO Box 950 Moultonborough, NH 03254 800-639-5081
			Adamson Industries 45 Research Drive Haverhill, MA 01832 800-232-0162
			Howard P. Fairfield INC. 554 Maple Street Hopkinton, NH 03229 603-225-9576
			Global Public Safety 5 Executive Drive Hudson, NH 03051 603-617-7178
			New England Vehicle Outfitters LLC 40 Old Dover Road Newington, NH 03801 603-431-6288
			MHQ, INC. 401 Elm Street Marlborough, MA 01752 508-573-2600