COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY
1111 EAST BROAD STREET
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

May 14, 2010

NOTICE OF CONTRACT AWARD: STATEWIDE TERM CONTRACT

Contract Title: **Whelen Products and Parts**

Contract Number: **E194-761-10VP**

Master Agreement Number: MA-E194-761-1

Contract Period: **5/14/2010 through 5/13/2012**

Authorized Users: **Department of Game and Inland Fisheries, other state Agencies and other public bodies**

Awarded Contractor:

Tidewater Communications
(a DMBE-certified Small Business)
216 N. Witchduck Road
Virginia Beach, VA 23462
eVA Vendor ID: E56443 DUNS: 023993173 DMBE CERT: 654918

Ed Leonard
Service Manager
Tele: 757-518-2981
Email: ed@tcewireless.com
Fax: 757-518-2985
Cell: 757-449-0349

NIGP Codes: 05557 and 55096 eVA Procurement Folder: 50799

THIS CONTRACT, INCLUDING ATTACHMENTS AND CHANGES, IS AVAILABLE AT THE eVA WEBSITE: www.eva.virginia.gov .

CONTRACT OFFICER: Matt Manion, CPPO, C.P.M., VCO
Statewide Services Contract Officer
Telephone: 804-786-2397 Fax: 804-786-5413
Email: matt.manion@dgs.virginia.gov

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

INSTRUCTIONS

This optional-use contract incorporates Invitation for Bids (IFB) 1284 *SET-ASIDE FOR SMALL BUSINESSES-Whelen Products and Parts*, issued 02/19/2010 by the Department of General Services, Division of Purchases and Supply, and the Tidewater Communications bid dated 03/04/2010.

1. ORDERS: Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia, as well as other public bodies of the Commonwealth of Virginia, must place orders through eVA when using this contract. The Contractor agrees not to accept orders under this contract unless the orders are placed through eVA.

2. The applicable contract number, contractor name, description of items to be provided and pricing must be shown on each purchase order.

3. Review and approval of contractor's invoice is the responsibility of the state agency or other public body that placed the order with the contractor.

4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply.

5. See $50.00 minimum order requirement under “Pricing Schedule” heading below.

SCOPE OF WORK:

The contractor shall furnish and deliver Whelen products and parts, including but not limited to sirens, light bars, marking lights, flashing lights, etc., for public safety, service and other vehicles, as required by the Commonwealth of Virginia Department of Game and Inland Fisheries (DGIF) and other Commonwealth of Virginia agencies and other public bodies on an as-needed basis.

PROPRIETARY SPECIFICATION: All products and parts must be Whelen brand and included in the following Whelen Engineering Company, Inc. price lists:

US Numeric Automotive Parts Price List

US Automotive Parts Price List

Automotive List Price

Serial Communication “with Real Time Diagnostix” Products Price List

The contractor shall be authorized by Whelen Engineering Company, Inc. to sell and service Whelen products in Virginia.

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PRICING SCHEDULE:

F.O.B./MINIMUM ORDERS: All items shall be F.O.B. Destination to any point within the Commonwealth of Virginia as directed by ordering agency or other public body. Minimum orders shall be $50.00 for F.O.B. Destination to ordering agency or other public body within the Commonwealth of Virginia. For orders of less than $50.00, state agencies and other public bodies may place orders under the contract, and the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Destination with no transportation charges added.

DELIVERY: Delivery for products and parts stocked by the contractor or Whelen shall be made within seven (7) to 14 calendar days after receipt of order. Delivery for special order products or parts shall be made within 60 calendar days after receipt of order.

PERCENTAGE DISCOUNT: **44.1 %**

This 44.1 percent discount will be applied to the LIST prices as shown in the Whelen price list in effect on the date of order placement. This percentage discount shall apply to all items in each of the following Whelen Engineering Company, Inc. price lists:

US Numeric Automotive Parts Price List

US Automotive Parts Price List

Automotive List Price

Serial Communication “with Real Time Diagnostix” Products Price List

The above prices lists are available at http://www.whelen.com . At the web site, click on the “Literature” button, then “Automotive”, the “PriceLists”. The price lists are available in PDF or Excel format. One exception is the ***Serial Communication “with Real Time Diagnostix” Products Price List***. This price list is not on the Whelen web site, but can be found on the eVA web site with this contract document.

SPECIAL TERMS AND CONDITIONS:

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Commonwealth will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth has purchased or uses any of its products or services, and the contractor shall not include the Commonweatlh in any client list in advertising and promotional materials.

2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

3. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

4. **AWARD:** The Commonwealth will make the award on a "percentage discount" basis to the lowest responsive and responsible bidder (the lowest bidder will have the highest discount). The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

5. **BID ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

6. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

7. **BID SUBMISSION FOR SEALED "INVITATION FOR BIDS" (IFB):** The preferred method for submission of sealed bids is electronic submission through eVA. However, paper submissions are also accepted:

   ELECTRONIC SUBMISSION: Electronic sealed bids must be submitted through the eVA Internet electronic procurement solution at www.eva.virginia.gov . To submit an electronic sealed bid the vendor must be registered in eVA and must log into eVA using their eVA log-in ID and password. SEALED BIDS SUBMITTED VIA EMAIL RATHER THAN VIA eVA AS DESCRIBED IN THE PRECEEDING SENTENCE WILL NOT BE ACCEPTED. Instructions for vendor eVA registration can be found at www.eva.virginia.gov .

   Bidders are strongly encouraged to register in eVA early and to submit electronic sealed bids NO LATER THAN 48 HOURS PRIOR TO THE SOLICITATION DUE DATE AND TIME . The Commonwealth will not be responsible for sealed bids not received by the due date and time regardless of the cause.

   Please Note: Bidders may be required to provide a response to questions in the "Reminders" section of the solicitation response document. For example, if an amendment

to the solicitation has been issued, bidders must acknowledge that they've read the amendment. This can be done by responding with a "Yes" to the appropriate question under the "Reminders" section of the solicitation document before submitting your bid.

PAPER SUBMISSION: For paper submissions, offeror must print and sign the "Solicitation Paper Response" document for this Invitation for Bids (IFB) and submit it with their hardcopy sealed bid. The "Solicitation Paper Response" document can be printed from the Division of Purchasing and Supply eVA web site at www.eva.virginia.gov. To print the document, go to the eVA website and click on "Solicitations and Awards (VBO)". In the Keyword Search field, type in "1284" (no quotes) and click the "Search" button. Find IFB 1284 and click on the "Details" button. To view the "Solicitation Paper Response" document, go to the "Response Options" box in the upper right corner of the screen, and click the "Respond by Mail" button. To print the "Solicitation Paper Response" document, click the "Send to Printer" box.

Please Note: Bidders sign the signature page of the "Solicitation Paper Response" document at the end of the document. Bidders may be required to provide a response to questions in the "Reminders" section of the "Solicitation Paper Response" document. For example, if an amendment to the solicitation has been issued, bidders must acknowledge that they've read the amendment. This can be done by responding with a "Yes" to the appropriate question under the "Reminders" section of the "Solicitation Paper Response" document before submitting your bid.

Before submitting your bid, return to the eVA website to confirm if any additional IFB amendments have been issued. If amendments to the IFB have been made, re-print the "Solicitation Paper Response" document. Under the "Reminds" section the new amendments will be identified and you can acknowledge them. Before the IFB is due, return to the eVA website to confirm if any additional amendments have been made. If so, provide your acknowledgment of the amendment to the Division of Purchases and Supply Bid Tab unit.

If submitting a paper response to a solicitation, the bidder shall return the signed response in a sealed envelope. For bids sent via express delivery service or hang-delivery, the envelope should be addressed and delivered to the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply, 6th Floor Receptionist/Bid Tab, 1111 East Broad Street, Richmond, VA 23219. For bids sent via the U.S. Postal Service, send the bid to the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply, P.O. Box 1199, Richmond, VA 23218-1199. If mailed via the U.S. Postal Service, the offeror must allow sufficient time for the proposal to make its way through the Commonwealth's Mail Security Processing System prior to delivery to Bid Tab. Make sure the Invitation for Bids (IFB) name and number are clearly visible on the outside of the envelope. The envelope should also provide the following information: Name of Bidder, Street or Box Number, City, State, Zip Code; and Solicitation Close Date and Time, Solicitation No., Solicitation Description, and Contract/Purchase Officer. If a solicitation response is not contained in an envelope as described above the bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified. No other un-requested correspondence or other bids should be placed in the envelope. The Commonwealth is not responsible if the solicitation response does not reach the specific destination by the appointed time. Be aware that parking is difficult in this part of the city, and that all persons entering the building will need to go through the security checkpoint on the first floor.

8. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with parts list and a copy of all warranties.

9. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

10. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

11. **RENEWAL OF CONTRACT/PRICE ADJUSTMENTS:** This statewide contract may be renewed by the Commonwealth for three (3) successive one-year periods under the terms and conditions of the original contract except as stated below. Price adjustments may be permitted for changes in the contractor's cost of providing goods and services.

    Relevant categories of the Consumer Price Index (CPI) and the Producer Price Indexes (PPI) of the U.S. Bureau of Labor Statistics, will be used as guides to evaluate requested price changes, including the CPI-U, U.S. City Average "All Items" section, as will other indices. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted at the end of 365 calendar days and each 365 calendar days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period. Contractor shall give not less than 30 days advance notice of any price increase request, with documentation, to the purchasing office.

    The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of goods or services are required to be communicated immediately to the purchasing office.

12. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

13. **WARRANTY:** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable Whelen Engineering Company, Inc. warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit hose available to the Commonwealth by any other clause of this solicitation. The warranty period shall commence upon in-service date of product or equipment and the bidder agrees to arrange this requirement with Whelen Engineering Company, Inc. prior to submitting bid. For warranty repairs the state agency or other public body will bear the cost of

transportation to Whelen's factory or Authorized Whelen Repair Center, and Whelen's factory or Authorized Whelen Repair Center will bear the cost of transportation back to the state agency or other public body, and the bidder agrees to arrange this requirement with Whelen Engineering Company, Inc. prior to submitting bid. The above mentioned warranty period commencement and shipping requirements will apply to the contract even if not specifically mentioned in the Whelen warranty information provided with the bid. A copy of the Whelen warranty should be furnished with the bid/proposal.

14. **eVA Business-To-Government Contracts and Orders:** It is anticipated that the contract will result in multiple purchase orders (e.i., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

    a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

    b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

       (i) DMBE-certified Small Businesses: 1%, Capped at $500 per order.
       (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1,500 per order.

    The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

    Internet electronic procurement solution, website portal www.eva.virginia.gov , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

    Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

    If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov..

15. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

16. **Mandatory Acceptance of Small Purchase Charge Card**: Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is mandatory (unless waived by DPS) within 90 days of contract award. For current contracts where acceptance of the purchasing card is not in effect, Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at Level 2, which is mandatory or Level 3, which is optional. Information on the various levels for the Bank of America (BOA) Visa Purchasing Card is indicated below.

Charge Card Levels:
The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

Level 1 vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is mandatory for any vendors who do business with the Commonwealth of Virginia and accept Bank of America (BOA) Visa Purchasing Card.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

Level 3 vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (which is optional) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

17. REPORTS/SURCHARGE ADJUSTMENT FEE (SCA):

A. CONTRACTOR'S MONTHLY REPORT OF SALES: Contractors shall provide electronic reports in Microsoft Excel format on a monthly basis showing invoiced sales data. See the attached Monthly Report for the report template which identifies the information to be provided. Reports are to be provided no later the 10th of each month, reporting total invoiced sales and returns transactions that took place in the immediately prior month. Monthly reports shall be sent to the Division of Purchases and Supply contract officer and to the following email address: vappreport@dgs.virginia.gov. Due to the high visibility of VaPP, consistent report tardiness may be cause for contract termination.

B. SURCHARGE ADJUSTMENT: The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The SCA fee reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The Contractor must remit the SCA fee within 30 days after the end of each calendar year quarter. It is the intent of the Commonwealth to capture 2% of all invoiced transactions under the Contract. The SCA fee equals two percent (2%) of the total invoiced sales as reported in the Contractor's monthly reports for the three previous months. The SCA fee amount due must be paid by check. The check stub or other remittance material must include "VAPP SCA fee", the contract number, and dates of the three-month reporting period. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Treasurer of Virginia.

Checks are to be payable to: **Treasurer of Virginia**.

Checks are mailed to:
Department of General Services
P.O. Box 267
Richmond, VA 23218-0267

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this Contract.

18. ADDITIONAL INFORMATION: The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems desirable.

19. QUESTIONS REGARDING THIS SOLICITATION: Provide questions regarding this solicitation to Matt Manion, CPPO, C.P.M., VCO, Statewide Services Contract Officer, at matt.manion@dgs.virginia.gov by February 26, 2010.

20. REGULATIONS/APPROVAL: All products must meet or exceed all Federal, state and local regulations and be approved for use in Virginia.

21. ADDITIONS TO CONTRACT: Related products and parts may be added to the contract upon mutual consent of the Commonwealth and the contractor during the term of the contract. Prices for such products and parts will be negotiated between the Commonwealth and the contractor prior to addition to the contract.

GENERAL TERMS AND CONDITIONS

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

APP. LAWS AND COURTS

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION (1 of 2)

ANTI-DISCRIMINATION (part 1 of 2): By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). (continued on part 2)

ANTI-DISCRIMINATION (2 of 2)

ANTI-DISCRIMINATION (part 2 of 2): In every contract over $10,000 the provisions in 1. and 2. below apply: 1.) During the performance of this contract, the contractor agrees as follows: (a.) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. (b.) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2.) The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

MANDATORY USE OF STATE FORM

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

CLARIFICATION OF TERMS

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PRECEDENCE OF TERMS

PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS

QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The

Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

CHANGES TO CONTRACT (1 of 2)

CHANGES TO THE CONTRACT (part 1 of 2): Changes can be made to the contract in any of the following ways: (1.) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. (2.) The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: (2a.) By mutual agreement between the parties in writing; or (2b.) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or (continued on part 2)

CHANGES TO CONTRACT (2 of 2)

CHANGES TO THE CONTRACT (part 2 of 2): (2c.) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

DEFAULT

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms

and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

TAXES

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

USE OF BRAND NAMES

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

TRANSPORTATION AND PACKAGING

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

INSURANCE (1 of 3)

INSURANCE (part 1 of 3): By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
(continued in part 2)

INSURANCE (2 of 3)

INSURANCE (part 2 of 3) MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS: 1)Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia

during the course of the contract shall be in noncompliance with the contract. 2). Employer's Liability - $100,000. 3) Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy 4).Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.). (continued in part 3)

INSURANCE (3 of 3)

INSURANCE (part 3 of 3): NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: Profession/Service /Limits, Accounting /$1,000,000 per occurrence, $3,000,000 aggregate Architecture/$2,000,000 per occurrence, $6,000,000 aggregate, Asbestos Design, Inspection or Abatement Contractors/ $1,000,000 per occurrence, $3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental, Hygienists, Optometrists, Registered or Licensed, Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical ,Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) $1,750,000 per occurrence, $3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - $1,800,000, July 1, 2006 - $1,850,000, July 1, 2007 - $1,925,000, July 1, 2008 - $2,000,000. This complies with §8.01-581.15 of the Code of Virginia. Insurance/Risk Management /$1,000,000 per occurrence, $3,000,000 aggregate, Landscape/Architecture/$1,000,000 per occurrence, $1,000,000 aggregate, Legal/$1,000,000 per occurrence, $5,000,000 aggregate. Professional Engineer/$2,000,000 per occurrence, $6,000,000 aggregate, Surveying/$1,000,000 per occurrence, $1,000,000 aggregate

ANNOUNCEMENT OF AWARD

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.virginia.gov) for a minimum of 10 days.

DRUG-FREE WORKPLACE

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NONDISCRIMINATION

NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color,

sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

SET ASIDES

This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

PAYMENT (1 of 4)

PAYMENT (part 1 of 4): To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.(Continued on part 2)

PAYMENT (2 of 4)

PAYMENT (part 2 of 4): In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt

payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

PAYMENT (3 of 4)

PAYMENT (part 3 of 4): b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

PAYMENT (4 of 4)

PAYMENT (part 4 of 4): The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

eVA REGISTRATION (1 of 2)

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (part 1 of 2): The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected. (Continued on part 2)

eVA REGISTRATION (2 of 2)

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (part 2 of 2): a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse. b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments. c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order. d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1%,

capped at $500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

BID PRICE CURRENCY:

BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

44.190

WHELEN®
ENGINEERING COMPANY, INC.

Serial Communication "with Real Time Diagnostix™" Products Price List

PL10.0SCL
EFFECTIVE: DECEMBER 22, 2009
VOID: JUNE 30, 2010

Many products listed in this price list meet or exceed AMECA, SAE, and California Title XIII requirements. For details contact your regional sales office. Every effort will be made to hold prices through June 30, 2010. We reserve the right to increase prices on certain and/or all products due to the unexpected rise in costs. Whelen Engineering Company, Inc. is not responsible for typographical errors.

Simplify with Whelen's Single Solution Serial Communication Products!

Programmable · Secure · Flexible · Si Test® · System Test · Expandable · Hands-Free · Real Risk Management · Real Time Diagnostix · Efficient

An Intelligent Communication Network that brings a new level of simplicity to Emergency Warning Systems. Serial Communication Products are sold through Authorized Serial Communication Product Distributors. Contact your Regional Sales Office for your nearest Distributor!

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P.O. Box 625
Old Lyme, Connecticut 06371
(860) 388-3933 • FAX: (860) 388-3147
e-mail: amsr1@whelen.com

DELAWARE, MARYLAND, PENNSYLVANIA, VIRGINIA, WASHINGTON D.C.
Mobile Fleet
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Reedsville, Pennsylvania 17084
(866) 674-1110 • FAX: (443) 593-0590
e-mail: amsr2@whelen.com

FLORIDA
Morganelli & Associates
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Deland, Florida 32724
(386) 738-3669 • FAX: (386) 738-5331
e-mail: amsr3@whelen.com

ALABAMA, GEORGIA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA, TENNESSEE (Except Memphis)
Thomas J. Madden & Associates, Inc.
935 Hwy 124, Bldg 400, Suite 401
Braselton, Georgia 30517
(678) 963-2060 • FAX: (678) 963-2061
e-mail: amsr4@whelen.com

HAWAII
Pacific Sales Representatives, Inc.
P.O. Box 240256
Honolulu, Hawaii 96824-0256
(808) 373-4666 • FAX: (808) 373-3045
e-mail: amsr6@whelen.com

KENTUCKY, OHIO, WEST VIRGINIA
Holstein & Associates
9031 Heritage Drive
Plain City, Ohio 43064
(614) 873-2121 • FAX: (614) 873-3095
e-mail: amsr7@whelen.com

ARKANSAS, LOUISIANA, TEXAS, TENNESSEE (Memphis only),
John Wright & Associates
1133 West Main Street
Arlington, Texas 76013
(817) 459-2001 • FAX: (817) 459-2515
e-mail: amsr6@whelen.com

ALASKA, IDAHO, MONTANA, OREGON, WASHINGTON
Kent D. Bruce Company, LLC
P.O. Box 225
Black Diamond, Washington 98010
(360) 886-9410 • FAX: (360) 886-9411
e-mail: amsr10@whelen.com

CALIFORNIA (South), NEVADA (South)
WATTCO SOUTH
P.O. Box 6463
Anaheim, California 92812
(714) 750-7230 • FAX: (714) 750-0601
e-mail: amsr11@whelen.com

CALIFORNIA (North), NEVADA (Northwest)
WATTCO
2230 Cordelia Road
Fairfield, California 94534
(707) 435-9233 • FAX: (707) 435-1941
e-mail: amsr12@whelen.com

IOWA, MINNESOTA, NORTH DAKOTA, SOUTH DAKOTA
James Vaessen Limited
P.O. Box 560
Isle, Minnesota 56342-0560
(320) 676-4949 • FAX: (320) 676-4916
e-mail: amsr13@whelen.com

KANSAS, MISSOURI, NEBRASKA, OKLAHOMA
Busch & Associates, LLC
100 N Church Street, Suite A
Olathe, Kansas 66061
(913) 390-1777 • FAX: (913) 390-7889
e-mail: amsr14@whelen.com

COLORADO, NEVADA (Northeast), UTAH, WYOMING
Rep Services, LLC
18600 East Clarke Road, Unit 101
Parker, Colorado 80134
(303) 840-7451 • FAX: (303) 805-0133
e-mail: amsr19@whelen.com

NEW JERSEY, NEW YORK
Mobile Fleet
160 Howells Road, Suite 1
Bay Shore, New York 11706
(631) 206-2920 • FAX: (631) 206-2923
e-mail: amsr20@whelen.com

INDIANA, MICHIGAN
C. S. Trojan & Associates, Inc.
1375 Rickett Road
Brighton, Michigan 48116
(810) 227-7775 • FAX: (810) 227-9195
e-mail: amsr22@whelen.com

ILLINOIS
Coatar & Associates, Inc.
19027 Jodi Road, Suite F
Mokena, Illinois 60448
(708) 478-5220 • FAX: (708) 478-5221
e-mail: amsr23@whelen.com

WISCONSIN
Coatar & Associates, Inc.
P.O. Box 3121
Eau Claire, Wisconsin 54702-3121
(715) 834-5348 • FAX: (715) 834-3733
e-mail: amsr23@whelen.com

ARIZONA, NEW MEXICO
Charlotte Young & Associates, Inc.
HC5 Box 81H
Payson, Arizona 85541
(626) 914-5115 • FAX: (626) 914-9559
e-mail: amsr25@whelen.com

WHELEN FACTORY INQUIRY
Automotive Sales
e-mail: autosale@whelen.com
Automotive OEM Sales
e-mail: autooem@whelen.com
Automotive Government Sales
e-mail: autousos@whelen.com
Automotive Catalog
e-mail: catalog@whelen.com
Customer Service
e-mail: custserv@whelen.com

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CANADIAN INQUIRY

EASTERN: NEWFOUNDLAND, NEW BRUNSWICK, NOVA SCOTIA, PRINCE EDWARD ISLAND
Malcolm Leslie & Associates
400 Morobel Drive, Unit 1
Milton, Ontario, Canada L9T 4N6
(905) 878-8457 • FAX: (905) 878-0877
e-mail: amsr15@whelen.com

CENTRAL: MANITOBA, ONTARIO, QUEBEC, NUNAVUT
Malcolm Leslie & Associates
400 Morobel Drive, Unit 1
Milton, Ontario, Canada L9T 4N6
(905) 878-8457 • FAX: (905) 878-0877
e-mail: amsr15@whelen.com

WESTERN: ALBERTA, BRITISH COLUMBIA, SASKATCHEWAN, YUKON AND NORTHWEST TERRITORIES
Harvey Gorsline & Associates
2121 Capistrano Crescent
Kelowna, British Columbia, Canada V1V 2A3
(250) 491-3286 • FAX: (250) 491-4106
e-mail: amsr21@whelen.com

WHELEN/CANADA FACTORY INQUIRY
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e-mail: custserv@whelen.com

INTERNATIONAL INQUIRY
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Whelen Serial Communication Product Price List PL10.0SCL VALID: DECEMBER 22, 2009 - JUNE 30, 2010

MODEL	DESCRIPTION	SERIAL COMMUNICATION SERIES	LIST PRICE
SERIAL COMMUNICATION MULTI PURPOSE CONTROLLERS & REMOTE SIREN AMPLIFIER			
MPC01	Multi-purpose Controller for use with BL627 Amplifier		$ 519.00
MPC02	Multi-purpose Controller (No Siren Function)		482.00
MPC03	Multi-purpose Controller for use with BL627 Amplifier, Visteon TACNET™ Compatible		551.00
MPC01VAM	MPC01 Voice Activated Control Head, Project 54 Compatible, includes GWAYVA2, (Gateway to Project 54 Network)		765.00
MPC01VA	MPC01 Voice Activated Control Head Only, (Gateway Not Included)		581.00
BL627	Remote Siren Amplifier		421.00
SMTLNK1	MPC01, BL627, BL8140		1274.00
SMTLK2L6	SMTLNK1 & SCTARML6		1509.00
INTELLIGENT STROBE POWER SUPPLIES, HALOGEN FLASHERS, POWER SWITCHES & HEADLIGHT FLASHERS (For Lightheads, please refer to the current Automotive Price List and Catalog)			
ISP94	4-Outlet Power Supply (90 Watt)		672.00
ISP188	8-Outlet Power Supply (180 Watt)		955.00
BL405A	4-Outlet Halogen Flasher		221.00
BL420A	4-Outlet Power Switch		354.00
BL8140	Serial Control Relay Box		440.00
BL2150	Headlight Flasher		160.00
TRAFFIC ADVISORS AND TRAFFIC ADVISOR™ DRIVERS			
BLTA	Traffic Advisor, includes BLTAREM		668.00
SCM63	Six TIR3™ Super-LED* Traffic Advisor 1.7" H x 2.17" D x 21.36" L		796.00
SCM83	Eight TIR3 Super-LED Traffic Advisor 1.7" H x 2.17" D x 28.36" L		997.00
TABKT1	SCM/SCL Series Rear Mounting Brackets for 2003-2005 Ford Crown Victoria, Mount to Child Restraint Anchors		49.00
SCTARMH6	Remote Halogen Traffic Advisor Driver for 6 Lamps		367.00
SCTARMH8	Remote Halogen Traffic Advisor Driver for 8 Lamps		367.00
SCTARML6	Remote LED Traffic Advisor Driver for 6 Lamps		367.00
SCTARML8	Remote LED Traffic Advisor Driver for 8 Lamps		367.00
DISTRIBUTION MODULE & SOFTWARE PROGRAM			
SCPO1	Programming Kit, includes MGXPORT and Software		434.00
SCPO3	MPC03 Programming Kit		16.00
MGXPORT	Serial Communication Information Transporter		370.00
EDGE® ULTRA FREEDOM™ FD SERIES SUPER-LED, Serial Communication Lightbars & Accessories, Lightbar includes Four Extended Corner Linear-LED® Modules and Clear Outer Lenses with Clear Dividers, with Passenger Side Exiting 15' Cable, LFL Liberty™ Mounting Kits (use Model MKEZ#) †.			
FD8****	49.75", 4 Blue, Red and/or Amber		1908.00
FD2****	55", 4 Blue, Red and/or Amber		1908.00
SCQDPLUG	Quick Disconnect Plug		181.00
FSCMCRUZ	Cruise Light Mode Of Corner Linear-LED Modules, eliminates the use of the Aux.		54.00
FSD**	Two Red, Blue and/or Amber Inboard Super-LED Directional Lighthead		428.00
FSD*C	One Red, Blue or Amber and One White Inboard Super-LED Directional Lighthead		472.00
FSDCC	Two White Inboard Super-LED Directional Lighthead		514.00
FSDSCBL	Driver Side Cable Exit, Includes 25' Power and Ground Cable		48.00
FSH2CC	Two Halogen Flashing Take-Down Lights		150.00
FDAM1	Two MR11 Halogen Alley Lights. For FD Series Only, Not For Use with FS Series		110.00
FSALY	Two Halogen Alley Lights, For FS Series Only, Not For Use with FD Series		90.00
FSTALN6L	Six Linear Super-LED Traffic Advisor		1270.00
NEW 795H	GTT Self-Contained LED IR Opticom™ Emitter, Refer to GTT Opticom Emitters Section† for Pricing		--
NEW FX795H	Installation of 795H in a Freedom Series Lightbar, No Charge when Purchased with 795H		N/C
9LLTH_ _	Custom Length up to 83" (Insert Required Length in Model # 60", 66", 72", 77", or 82") -	ADD	213.00
9LLTH_ _	Custom Length 83"+ (Insert Required Length in Model # 88", 93", or 98") -	ADD	349.00
LFL LIBERTY ST SERIES Super-LED, Serial Communication Lightbars & Accessories, Lightbar includes Four Extended Corner Linear-LED Modules and Clear Outer Lenses with Clear Dividers, with Passenger Side Exiting 15' Cable, LFL Liberty Mounting Kits (use Model MKEZ#) †.			
ST8****	48.50", 4 Blue, Red and/or Amber		1672.00
ST2****	54", 4 Blue, Red and/or Amber		1672.00
SCQDPLUG	Quick Disconnect Plug		181.00
STCMCRUZ	Cruise Light Mode Of Corner Linear-LED Modules, Eliminates the use of the Aux.		54.00
SSD**	Two Red, Blue and/or Amber Inboard Super-LED Directional Lighthead		310.00
SSD*C	One Red, Blue or Amber and One White Inboard Super-LED Directional Lighthead		337.00
SSD*CC	Two White Inboard Super-LED Directional Lighthead		364.00
SSDSCBL	Driver Side Cable Exit, Includes 25' Power and Ground Cable		48.00
SSH2CC	Two Halogen Flashing Take-Down Lights		150.00
SSTDM1	Two MR11 Halogen Take-Down Lights		167.00
STAM1	Two MR11 Halogen Alley Lights		106.00
SSTALN5L	Five Linear Super-LED Traffic Advisor		768.00
SSTALN6L	Six Linear Super-LED Traffic Advisor		921.00
795H	GTT Self-Contained LED IR Opticom Emitter, Refer to GTT Opticom Emitters Section† for Pricing		--
SX795H	Installation of 795H in a Liberty Series Lightbar, No Charge when Purchased with 795H		N/C
SSX§§§§0	Six Linear-LED Split Traffic Advisor. Includes TA Driver installed in the Lightbar. This eliminates use of other TAs in this system. Replace Symbol § with Number of Split Warning LED Colors, Order is Red, Blue, Amber, 6 Maximum		1339.00

All Models are 12 VDC only unless otherwise noted above. For other voltages Contact Factory.

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* Replace symbol in model number with letter indicating lens color desired: A=Amber, B=Blue; C=Clear/White; R=Red; G=Green

† Refer to current Automotive Price List for Prices, as well as Mounting Kits # & Reference Chart

Whelen Products and Parts

Contract Number: **E194-761-10VP**

05/14/2010

WARRANTY: The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable Whelen Engineering Company, Inc. warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit hose available to the Commonwealth by any other clause of this solicitation. The warranty period shall commence upon in-service date of product or equipment and the bidder agrees to arrange this requirement with Whelen Engineering Company, Inc. prior to submitting bid. For warranty repairs the state agency or other public body will bear the cost of transportation to Whelen's factory or Authorized Whelen Repair Center, and Whelen's factory or Authorized Whelen Repair Center will bear the cost of transportation back to the state agency or other public body, and the bidder agrees to arrange this requirement with Whelen Engineering Company, Inc. prior to submitting bid. The above mentioned warranty period commencement and shipping requirements will apply to the contract even if not specifically mentioned in the Whelen warranty information provided with the bid. A copy of the Whelen warranty should be furnished with the bid/proposal.

(See attached Whelen Warranty sheet)

WHELEN®

USER DIRECT WARRANTY (FOR AUTOMOTIVE PRODUCTS ONLY)

Whelen Engineering Company, Inc. warrants products of its manufacture against defects in material and workmanship. This is provided that the product has been installed and operated in accordance with the manufacturer's recommendations. During the warranty period (see below) the Factory Repair Center or an Authorized Whelen Repair Center† will repair or replace (at its option) any parts or electronic assemblies of the unit which disclose a defect in material or workmanship. The Repair Center will return the repaired unit, transportation cost prepaid.

The above warranty is between the first purchaser (ultimate user) only and Whelen Engineering Company, Inc. (manufacturer). No prior authorization is required for returning Whelen products for warranty consideration. Each Whelen product sold is covered only by the official warranty in effect at time of purchase.

This warranty is not applicable to any Whelen product that has failed due to abuse, misuse, improper installation, excessive voltages, or alterations to the product that affects, in the manufacturer's judgment, intended use and service. Whelen will not be held liable for any incidental or consequential damages, and assumes no responsibility or liability for expenses incurred in the removal and/or re-installation of products requiring service and/or repair; nor the packaging, handling, and shipping to the Factory Repair Center or Authorized Whelen Repair Center†; nor for the handling of products returned from the repair center after service or repair.

There are no other warranties, expressed or implied, including, but not limited to, any implied merchantability or fitness for a particular use. Whelen Engineering Company, Inc. reserves the right to modify this warranty statement at any time; or discontinue, modify, or upgrade any products of its manufacture with design improvements without prior notice.

All incandescent and halogen bulbs, polycarbonate/plastic materials, radar products, aviation equipment, industrial products and high power voice/siren systems are not covered by this warranty (see applicable warranty statement). This warranty will be void when using or substituting other than all-genuine Whelen system components, such as remote head assemblies, xenon flash tubes, shielded cables, strobe power supplies, siren amplifiers and siren speakers.

This warranty gives you specific rights, and you may also have other rights which vary from state to state.

WHELEN ENGINEERING COMPANY ELECTRO-MECHANICAL AND STROBE PRODUCTS

STANDARD / 2-YEAR WARRANTY

Whelen products are covered by a direct warranty for up to a maximum two years from date of purchase (not to exceed three years from date of manufacture), with proof of purchase. In accordance with the policy statement described herein, the unit may be returned directly to the factory or to an Authorized Whelen Repair Center† for warranty consideration. Whelen 100 watt siren speakers are covered by a 2-year warranty from the date of manufacture. Heavy-Duty motor assemblies (so marked) are covered by a direct warranty for up to three years from date of manufacture. For warranty consideration, both the siren speakers and motor assemblies are subject to the conditions and steps described herein.

HDP® / 5-YEAR WARRANTY

Whelen Automotive Non Lightbar Strobe Power Supplies, LED Ballasts and LED Products bearing the official HDP label and manufactured to HDP standards, are covered by a direct warranty for up to five years from date of manufacture. In accordance with the policy statement described herein, the unit may be returned directly to the factory or to an Authorized Whelen Repair Center† for warranty consideration.

HEAVY DUTY HDP® PROFESSIONAL

HDP label

12 MONTH WARRANTY — BACK-UP ALARMS

Whelen Back-Up Alarms are covered by a 12 month warranty. Both are subject to the conditions and steps described herein.

*10 YEAR LIMITED WARRANTY — LIGHTBAR POWER SUPPLY

All repairable warranty and non-warranty Edge® style lightbar strobe power supplies will be replaced with a compatible new power supply. If out of initial warranty period but less than 7 years old, the charge will be a flat fee of $120.00; if between 7 & 10 years old, the charge will be a flat fee of $135.00 (warranty for standard power supply is 2 years and Heavy-Duty Professional (HDP®) power supply is 5 years). This is subject to the conditions and steps described herein.

12 AND 24 MONTH DIRECT WARRANTY — XENON FLASH TUBES
(Except Flash Tubes from 1000/1500/2000/3000 & VP Series which are covered by a 6 month warranty)

If the Xenon flash tube component of a "Whelen" brand (not from 1000/1500/2000/3000 or VP Series) product is returned to Whelen within 12 months of the date which is affixed to the flash tube, Whelen will replace that flash tube free of charge ONE TIME ONLY, subject to the conditions and steps herein. Whelen "Gold Medallion" flash tubes including all linear flash tube assemblies, carry a 24 month warranty. Whelen will pay ground transportation from Whelen's factory or Authorized Whelen Repair Center† to the customer via UPS where available (in the Continental U.S.).

12 MONTH EXTENDED WARRANTY — WHELEN REPAIRED STROBE POWER SUPPLIES

Whelen offers to repair or replace, free of charge, any part of its strobe light power supplies that have been repaired by Whelen within 12 months and are less than 5 years old, subject to the conditions and steps herein. Whelen will pay ground transportation from Whelen's factory or Authorized Whelen Repair Center† to the customer via UPS where available (in the Continental U.S.).

*WHELEN ENGINEERING COMPANY OUT-OF-WARRANTY FACTORY REPAIR PROGRAM:

If found to be repairable, the Whelen Factory Repair Center (only) will repair Non Lightbar Electronic Strobe Power Supplies for $75 each. This does not include replacement of any other electro-mechanical parts including flash tubes, polycarbonate domes, motors, or hardware items.

Follow the "Steps To Be Taken For Return" noted below, and include a check or money order for $75 for each unit returned. For Whelen products older than 10 years, repair charges will be determined upon examination only (minimum charge is $135). Contact factory service center for further details.

STEPS TO BE TAKEN FOR WARRANTY RETURN:

1) Whelen products are to be returned **freight prepaid** to the: Whelen Factory Repair Center Building B, 51 Winthrop Road, Chester, CT 06412-1036; or an Authorized Whelen Repair Center†. Do not ship by bus.
2) A copy of the sales receipt must be returned with the defective unit to qualify for warranty coverage from date of purchase.
3) Include a short statement explaining the problem.
4) Include your name, address, and day-time telephone number.
5) Whelen and its Authorized Repair Centers will, via UPS, ship back the repaired unit **freight prepaid**, usually within a few days after its receipt.

WHELEN®
ENGINEERING COMPANY, INC.
51 Winthrop Road
Chester, CT 06412-1036
Phone: (860) 526-9504
Fax: (860) 526-4078
www.whelen.com

— EFFECTIVE 7/01/08, REPLACES ALL PREVIOUSLY PUBLISHED SERVICE POLICIES —

† The only AUTHORIZED WHELEN REPAIR CENTER(S) are predetermined by the Whelen Factory via official listing obtained from Whelen Engineering Company, Chester, CT.

*New/Revised

10250R-090208

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HEAVY DUTY HDP® PROFESSIONAL

HDP label

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