

Participating Addendum Number 061
for
PUBLIC SAFETY VEHICLE LIGHTS, SIRENS, & ACCESSORIES
between
State of North Dakota
and
Whelen Engineering Company, Inc.

This Participating Addendum is entered into by State of North Dakota ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 264788, executed by Contractor and the State of Minnesota ("Lead State") for Public Safety Vehicle Lights, Sirens, & Accessories ("Master Agreement"):

Whelen Engineering Company, Inc. ("Contractor")
51 Winthrop Road
Chester, CT 06412

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Craig Szymanski
Director of Sales Administration
cszymanski@whelen.com
860-526-9504, ext. 2304

Participating Entity's contact for this Participating Addendum is:

Chad Keech
Senior State Procurement Officer
ckeech@nd.gov
701-328-2767

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or effective date, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on the attached authorized participating distributor list or as updated on Contractor's NASPO ValuePoint landing page available at www.whelen.com/naspo is authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers,

distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

Quarterly Sales Report: The Contractor shall provide the Participating Entity with quarterly sales reports which contain the following fields or the contractor may submit the NASPO ValuePoint spreadsheet, which contains this data and then some:

- a. Purchasing Entity Name
- b. Purchase Date
- c. Line Item Description
- d. Total Dollars Per Line Item Sold
- e. Total Dollars Sold Per Quarter

The report shall be sent to the current contract manager at the Participating Entity within 45 days after the quarter ends. Quarters end on approximately March 31, June 30, September 30, and December 31 annually.

- VIII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein. The contractor or participating distributor may negotiate any of these terms with the agency and if they can't come to a mutual agreement, the contractor or participating distributor may choose not to accept the order.

- IX. ATTACHMENTS.** This Participating Addendum includes the following attachments:

- a. Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
- b. Attachment B: Participating Entity-specific Pricing
- c. Attachment C: List of sales contact and Authorized Participating Distributors.

- X. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Criag Szymanski

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Between **State of North Dakota** and
Whelen Engineering Company, Inc.

Director of Sales Administration
cszymanski@whelen.com
860-718-2304

Chad Keech
Senior State Procurement Officer
ckeech@nd.gov
701-328-2767

For Participating Entity:

- XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Signature

Ashish Jain
Printed Name

CFO
Title

8.08.25

Date

PARTICIPATING ENTITY:

Signature

Chad Keech
Printed Name

Senior State Procurement Officer
Title

8/12/2025

Date

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Attachment A-ND
Modifications & Additions



Attachment B
Whelen Catalog.xlsx



**State of North Dakota Participating Addendum
NASPO ValuePoint Master Agreement #264788**

Whelen contacts are referenced in the State of North Dakota PA

Factory Sales

Regional Sales Manager
Michael Young
myoung@whelen.com
317.361.9343

Account Executive
Kristen Carver
kcarver@whelen.com
860.718.2389

Authorized Managing Sales Representative

W. Reeves and Associates
PO Box 477
Norwalk, Iowa 50211
Jake Anctil
jake@wreeves.com
515.419.9083

Participating Whelen Distributors:

CODE 4 Services, Inc
37882 County Highway 3
Pelican Rapids MN 56572
Jared Grefsrud
320.266.1600
jared@code4services.com

MacQueen
205 N. high Street
Baxter, IA 50028
Larry Kolotar
Cell 515.865.8615
larry.kolontar@macqueengroup.com

Bear Isle, LLC,
2755 Geneva Ave. North
Oakdale, MN 55128
Kelly O'Tool
Office 651-765-5535
info@aluminumcabinetco.com

Northern Safety Technology, Inc.
5708 Upper 147th Street West, Suite 107
Apple Valley, MN 55124
Mike Dow
Cell 612-760-2224
Office 651-460-1293
mikedow@nstmn.com