STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 16, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: WILLIAM W. PICKRUM
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES
302-857-4501

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS12672-PUBUTILITY
Public Utility Vehicles and/or Services, Apparatus, Equipment and/or Accessories

---

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. CONTRACT USE: 2
2. CONTRACT PERIOD: 2
3. VENDORS: 2
4. SHIPPING TERMS: 2
5. DELIVERY AND PICKUP: 3
6. PRICING: 3
ADDITIONAL TERMS AND CONDITIONS 3

GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. CONTRACT USE:

(Return to Table of Contents)

This is not a mandatory use contract under **Title 29, Chapter 6911(d) Delaware Code**. It is available to every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.

A competitive bidding and selection process was conducted by the National Joint Powers Alliance (NJPA), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21. NJPA and Contractor established a contract for the purchase of heavy construction equipment with related accessories, supplies, and services on or around July 20, 2011 (hereinafter, "Master Agreement").

2. CONTRACT PERIOD:

(Return to Table of Contents)

Each contractor's contract shall expire May 27, 2014.

3. VENDORS:

(Return to Table of Contents)

Contract # GSS12672-PUBUTILITYV01 NJPA Contract Number: 031710-AMI FSF Vendor ID: 0000029851 Atlantic Machinery, Inc. Attn: Mary-Julia Dubois 2702 Garfield Avenue Silver Spring, MD 20910-1813 Phone: 301-585-0800 or 800-423-8903 Fax: 301-585-7681 Email: mjdubois@atlamticmachineryinc.com Website: www.atlanticmachineryinc.com Delivery: 90 days ARO; truck mounted equipment may be 180 days ARO.	**Product lines**: Cues, Inc. Enz USA, Inc. Schwarze Industries, Inc. Vac-Con, Inc.

4. SHIPPING TERMS:

(Return to Table of Contents)

FOB Shipping point..

5. DELIVERY AND PICKUP:

(Return to Table of Contents)

The vendor will deliver the purchased equipment.

6. PRICING:

(Return to Table of Contents)

Price information may be obtained from the cognizant State Contract Procurement Officer or the vendor.

ADDITIONAL TERMS AND CONDITIONS

(Return to Table of Contents)

7. BILLING:

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBLIITIES:

The Agency shall:

a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. http://gss.omb.delaware.gov/divisionwide/forms.shtml.

NJPA AWARDED CONTRACT
National Joint Powers Alliance

Contract Number 031710-AMI

YOUR PARTNER FOR PIPELINE CONDITION ASSESSMENT, REHABILITATION, AND DATA MANAGEMENT REQUIREMENTS.

"The Standard of the Industry"

CUES

FULL CIRCLE SOLUTIONS

CUES CUSTOM CCTV SYSTEMS - TRUCK MOUNTED AND PORTABLE

For over 40 years, CUES has provided innovative pipeline inspection technology and solutions for the Water, Wastewater, Stormwater industries. CUES is the industry leader and manufacturer of pipeline inspection, rehabilitation, condition assessment, and pipe profiling equipment. With rugged, reliable equipment to ensure a return on your investment, we will help you meet any challenge with a full line of standard and customized units, including truck-mounted systems, laser/sonar pipe profiling systems, transporters, cameras, lateral reinstatement cutters for the relining industry, and asset inspection/decision support software. Superior customer service and support is an integral part of our job.
All CUES systems are proudly made in America!

LATERAL & MAINLINE INSPECTION

PORTABLE SYSTEMS

GRANITE XP
Asset Inspection / Decision Support Software

CAMERAS

LASER & SONAR PIPE PROFILERS

MINI SYSTEMS

TRANSPORTERS

LATERAL REINSTATEMENT CUTTERS

Visit us at www.cuesinc.com, 800.327.7791, or salesinfo@cuesinc.com

A4000 Regenerative Air

- No CDL Required -

- 4.3 cu. yd. capacity
- 80.5 hp Perkins diesel auxiliary engine
- 130-gallon water system
- 67" dump height with an 88" dump angle
- Environmentally-friendly regenerative air
- Optional *Gutter Broom Extension Override*℠ (GEO℠)
- Schwarze *Sweep-in-Reverse*℠ capability

A7000 Regenerative Air

- The Municipal Standard-

- 8.4 cu. yd. capacity
- 115 hp John Deere diesel auxiliary engine
- Up to a 600-gallon water system
- Low dumping with a 56° dump angle
- Optional *Gutter Broom Extension Override*℠ (GEO℠)
- Schwarze Sweep-in-Reverse℠ capability
- Conventional or cabover chassis mounting

A8000 Regenerative Air

- Variable High Dumping -

- 5.8 cu. yd. capacity
- 115 hp John Deere diesel auxiliary engine
- Up to a 600-gallon water system
- Operator-controlled dumping: 36" to 116"
- Optional dual gutter brooms with optional tilt
- Optional *Gutter Broom Extension Override*℠ (GEO℠)
- Schwarze *Sweep-in-Reverse*℠ capability
- Conventional or cabover chassis mounting

A9000 Regenerative Air

- Leaf Pickup Champ-

- 9.6 cu. yd. capacity
- 115 hp John Deere diesel auxiliary engine
- Up to a 600-gallon capacity water system
- Low dumping with a 56° dump angle
- Optional dual gutter brooms with optional tilt
- Optional *Gutter Broom Extension Override*℠ (GEO℠)
- Schwarze *Sweep-in-Reverse*℠ capability
- Conventional or cabover chassis mounting

Schwarze Roadpatcher

- Available in Single or Twin Engine Configuration -

- 6.5 cu. yd. aggregate hopper
- 300-gallon heated emulsion tank
- Industry leading *Aggregate Feeding System*
- Achieve 92.8% compaction rate without leaving the cab
- Trailer models also available

M5000 Mechanical Broom

- Milling Superiority -

- 5 cu. yd. hopper with 118" dump height
- 80 hp John Deere diesel auxiliary engine
- 350-gallon water system
- Operator-controlled dumping: 36" to 116"
- Optional dual gutter brooms with optional tilt
- Optional *Gutter Broom Extension Override*℠ (GEO℠)
- Center-loading elevator
- Full-floating main broom
- Commercial chassis mounting
- Unsurpassed for millings

M6000 Mechanical Broom

- Broom Sweeping Excellence -

- 5 cu. yd. capacity
- Choice of single or dual engine (75.5 Deutz diesel)
- 350-gallon water system
- Variable-height side dump from 16" to 11'6"
- Available on cabover or conventional chassis
- Forward-facing, digger-type curb brooms
- Squeegee-type elevator system

POWER·PERFORMANCE·PRODUCTIVITY

America's most comprehensive sweeper line provides more value and innovation.

SCHWARZE INDUSTRIES

ONE PARTNER
ENDLESS POSSIBILITIES℠

With 6 municipal models to choose from and a host of available chassis, Schwarze offers the choices you need to handle your toughest sweeping applications.

From our smallest regenerative air sweeper, the "no CDL required" A4000, to the largest capacity air sweeper in the industry, the 9 cu. yd. capacity A9000, Schwarze-built regenerative air sweepers have raised the bar with their power, ease of use and rugged durability. All are equipped with our latest industry-leading *WhisperWheel*™ fan system.

Our versatile M-series mechanical broom machines offer a wide variety of fuel and chassis configurations so you can have exactly the machine you need for every application. Single- and twin-engine broom sweepers are available, mounted on cabover and conventional chassis, and with alternative fuel options.

When you choose a Schwarze sweeper, that's just the beginning.

You'll discover that Schwarze Industries offers value like no other company in sweeping.

"As a result of a national competitive bid, NJPA awarded Schwarze Industries, Inc. a national contract for their entire line of sweeping and patching products."

We offer toll free technical support for the life of your sweeper, as well as a top-notch dealer network. Most parts are available at your local dealer, or shipped factory-direct with same-day service.

We hold training schools throughout the year so your personnel can get the specialized information they need, from preventive maintenance and repair to total operation.

Plus, most of our municipal sweeper line are AQMD Certified in the pickup and containment of small-micron debris.

From cost of operation to stormwater regulation compliance to total uptime, you'll be a winner with Schwarze.

Today, in a time of increasing government regulation and scrutiny, you can't afford to use just any sweeper. With Schwarze, you can be confident you're getting the latest technology and features designed to do the job right: the first time, every time — for a long time.

Contract# 031710-AMI

1-800-879-7933 **www.schwarze.com**

NJPA
National Joint Powers Alliance®

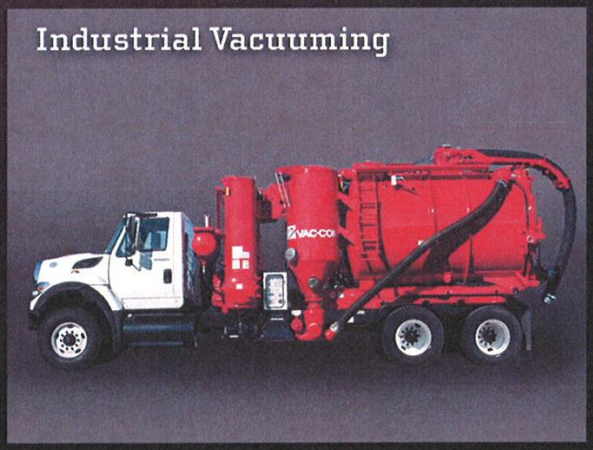
YOU NOW HAVE BARGAINING POWER

Sewer Cleaning

Sewer Flushing

Hydro-Excavation

Industrial Vacuuming



Thanks to the National Joint Powers Alliance®, we can offer your agency a cost-free membership to a competitively bid, nationally leveraged contract, regardless of the size of your operation.

This means you can obtain high-quality and cost-effective Vac-Con® equipment, and reduce the time and expense typically generated during the purchasing process itself.

Vac-Con® delivers more power and value for your contract dollars. Only Vac-Con® comes fully loaded with a powerful package of thoughtful features. For more power, flawless ease of use, relentless performance, rugged durability and uncompromised safety...Vac-Con® delivers.

NJPA membership and Vac-Con® equipment make a powerful combination.

VAC·CON
MORE POWER TO YOU

A HOLDEN INDUSTRIES Company

www.vac-con.com

NJPA
National Joint Powers Alliance®

Contract Number: 031710-AMI

969 Hall Park Road • Green Cove Springs, FL 32043 • Tel: 904-284-4200 • Fax: 904-284-3305 • vns@vac-con.com

NJPA ad full page.indd 1 7/15/10 10:03:46 AM