



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 – Addendum # 2, effective February 5, 2014**  
**CONTRACT NO. GSS12672-PUBUTILITY**  
**Public Utility Vehicles and/or Services, Apparatus, Equipment and/or Accessories**

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**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:**

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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:**

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

### **3. VENDORS:**

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<b>Contract # GSS12672-PUBUTILITYV01</b> 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: <a href="mailto:mjdubois@atlantcmachineryinc.com">mjdubois@atlantcmachineryinc.com</a> Website: <a href="http://www.atlantcmachineryinc.com">www.atlantcmachineryinc.com</a>  Delivery: 90 days ARO; truck mounted equipment may be 180 days ARO.	<b>Product lines:</b> Cues, Inc. Enz USA, Inc. Schwarze Industries, Inc. Vac-Con, Inc.
<b>Contract # GSS12672-PUBUTILITYV02</b> NJPA Contract Number: 031710-FSC FSF Vendor ID: 0000159678 Federal Signal Corporation Attn: Dan Federico	<b>Product lines:</b> Elgin Vactor

1415 W 22 <sup>nd</sup> Street Suite 1100 Oak Brook, IL 60523-2004 Phone: 847-622-7078 Email: <a href="mailto:dfederico@federalsignal.com">dfederico@federalsignal.com</a> Website: <a href="http://www.elginsweeper.com">http://www.elginsweeper.com</a> or <a href="http://www.vactor.com">www.vactor.com</a>	<b>Local Dealers:</b> Maryland Industrial Trucks, Inc. FSF ID: 0000029841 1330 W. Nursery Rd Linthicum, MD 21090-1100 Contact: Tom Rockstroh Phone: 410-636-1255 or 800-481-5439 Fax: 410-636-5734 Email: <a href="mailto:trockstroh@mdindustrialtrucks.com">trockstroh@mdindustrialtrucks.com</a> Website: <a href="http://www.mdindustrialtrucks.com">www.mdindustrialtrucks.com</a>
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4. **SHIPPING TERMS:**

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FOB Shipping point.

5. **DELIVERY AND PICKUP:**

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The vendor will deliver the purchased equipment.

6. **PRICING:**

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

**ADDITIONAL TERMS AND CONDITIONS**

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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 RESPONSIBILITIES:**

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

Award Notice

Contract No. GSS12672-PUBUTILITY

Public Utility Vehicles and/or Services, Apparatus, Equipment and/or Accessories

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>.



Contract Number 031710-AMI

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



"The Standard of the Industry"



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#### 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<sup>SM</sup> (GEO<sup>SM</sup>)
- Schwarze Sweep-in-Reverse<sup>SM</sup> 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<sup>SM</sup> (GEO<sup>SM</sup>)
- Schwarze Sweep-in-Reverse<sup>SM</sup> 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<sup>SM</sup> (GEO<sup>SM</sup>)
- Schwarze Sweep-in-Reverse<sup>SM</sup> 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<sup>SM</sup> (GEO<sup>SM</sup>)
- Schwarze Sweep-in-Reverse<sup>SM</sup> 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<sup>SM</sup> (GEO<sup>SM</sup>)
- Center-loading elevator
- Full-floating main broom
- Commercial chassis mounting
- Unsurpassed for millings

## POWER·PERFORMANCE·PRODUCTIVITY

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



## ONE PARTNER ENDLESS POSSIBILITIES<sup>SM</sup>

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<sup>SM</sup> 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

#### 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

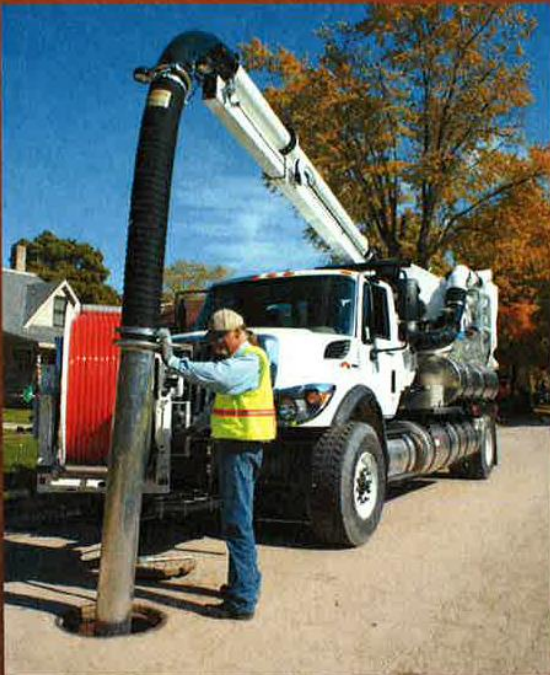
**NJPA**  
National Joint Powers Alliance



Surface Clean  
Surface Clean  
Surface Clean  
Surface Clean



Deep Down Clean  
Deep Down Clean  
Deep Down Clean



Now you can get surface clean and deep down clean for your streets, catch basins and sewer lines with Elgin street sweepers and Vactor combination catch basin/ sewer cleaners. Under Federal Signal Corporation, Elgin and Vactor have been awarded a competitive bid NJPA contract for their market leading products so government buyers can purchase these environmental cleaning and maintenance solutions with confidence and ease.

With more than 90 years of experience, Elgin Sweeper offers governmental entities, municipalities, airports, and universities the most sweeper options in the country, using the latest sweeping technologies—mechanical, pure vacuum, regenerative air, alternative fuel and waterless dust control.

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For more information, visit [www.elginsweeper.com](http://www.elginsweeper.com)  
or call 847-741-5370.

**NJPA**  
National Joint Powers Alliance

National Contract #031710-FSC

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