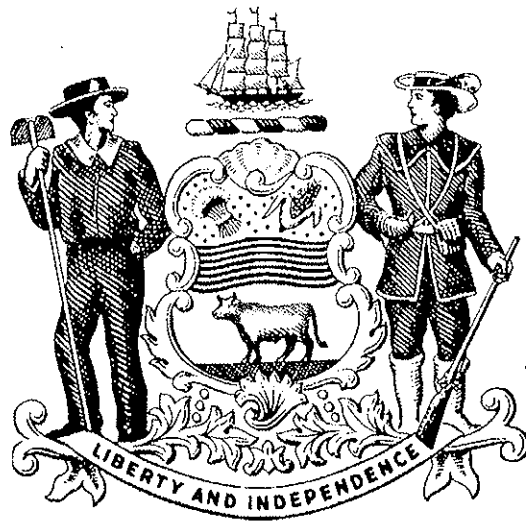

CONTRACT



STATE OF DELAWARE
DEPARTMENT OF **S**AFETY AND **H**OMELAND SECURITY
P.O. Box 818
DOVER, DELAWARE 19903

CONTRACT NUMBER SHS-11-009-RadEmPrepV

Title: Radiological Emergency Preparedness Vehicle

THIS AGREEMENT, made and executed in triplicate, shall be effective this 6th day of June IN THE YEAR OF OUR LORD, Two Thousand and Eleven (2011).

BY AND BETWEEN Valero Service Incorporated (hereinafter designated as "Contractor"), party of the first part, and The Department of Safety and Homeland Security, created under the laws of the State of Delaware, party of the second part.

WITNESSETH that the "Contractor" in consideration of the covenants and agreements herein contained and made by Department of Safety and Homeland Security, agrees with said Department of Safety and Homeland Security as follows:

ARTICLE ONE: The "Contractor" shall provide and furnish all supplies, materiel, machinery, implements, appliances, and tools and perform the work and labor required to complete the contract requirements. The work, as set forth in the proposal, and specifications is identified by the signature of the "Contractor" and the Cabinet Secretary of the said Department of Safety and Homeland Security and become hereby a part of this contract.

ARTICLE TWO: It is understood and agreed by and between the parties hereto that all items and/or work included in this contract is to be done under the direction of the said Cabinet Secretary and that the Cabinet Secretary decision as to the meaning of the said proposal, and specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional specifications as may be necessary to illustrate the items to be furnished or work to be done are to be submitted by said Contractor and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, and specification referred to in Article One.

ARTICLE THREE: If the work to be done under this contract shall be abandoned, or if the contract, or any part thereof shall be sublet without the previous written consent of Department of Safety and Homeland Security, or if the contract shall be assigned by the "Contractor" otherwise than as herein specified, or if at any time the Cabinet Secretary shall be of the opinion and shall certify in writing to Department of Safety and Homeland Security that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the "Contractor" has violated any provision of this contract or that the "Contractor" fails to provide all supplies, materiel, machinery, implements, appliances and tools or fails to perform the work and labor as set forth in the proposal and specifications, in whole or in part, Department of Safety and Homeland Security may notify the "Contractor" to discontinue all work or any part thereof; and thereupon the "Contractor" shall discontinue such work or such part thereof as

Department of Safety and Homeland Security may designate and Department of Safety and Homeland Security may thereupon, by a contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof, to the "Contractor".

All costs and charges that may be incurred under this article or any damages that should be borne by the "Contractor" shall be withheld or deducted from any moneys then due, or to become due to the "Contractor" under this contract, or any part thereof; and in such accounting Department of Safety and Homeland Security shall not be held to obtain the lowest cost for the work or completing the contract or any part thereof, but all sums actually paid therefore shall be charged to the "Contractor". In case the costs and charges incurred are less than the sum which would have been payable under the contract if the same had been completed by the "Contractor", the "Contractor" shall be entitled to receive the difference and in case such costs and charges shall exceed the said sum, the "Contractor" shall pay the amount of excess to Department of Safety and Homeland Security for the completion of the work.

ARTICLE FOUR: It is further mutually agreed between the parties hereto that no payment made under this contract shall be conclusive evidence of the performance of this contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work.

IN WITNESS WHEREOF: the said parties to these presents have duly executed this agreement in triplicate the day and year written below:

SIGNED, SEALED AND DELIVERED IN
IN THE PRESENCE OF

James S. ...
Name of Contractor

_____ By: _____
Witness Title: Sec. / Texas ...

DEPARTMENT OF SAFETY AND HOMELAND SECURITY

ATTEST:

Secretary

SEAL
*My Commission expires
Dec. 17, 2012*

Lewis Schiliro

Amendment # 1 to Contract # SHS-11-009-RadEmPrepV

On June 7, 2011 the above contract was amended to reflect the vehicle requested on page 22 of the invitation to bid, a Mercedes-Benz, 3500 Extended High-Roof Sprinter Cargo Van to a Freightliner Sprinter Cargo Van 3500. All other specifications remain the same.

IN WITNESS WHEREOF, the said parties to these presents have duly executed this agreement in triplicate the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Corporate Seal

Witness

Valco Services LLC

Name of Contractor

By: _____

Title: *Gen. Manager 11/11*

DEPARTMENT OF SAFETY AND HOMELAND SECURITY

SEAL

ATTEST:

Secretary

Lewis Schiliro

*My Commission expires -
Dec. 17, 2012*

Revisions to Radiological Emergency Preparedness Vehicle Technical Specifications

Item 18

ThermoFisher indicated that their equipment requires 6 AC receptacles in close proximity to the shelving that will be located over the left rear wheel well. Therefore, item 18 should be revised to read:

A total of 7 AC duplex receptacles (connected to the AC output of the inverter) installed in the following locations: one (1) next to the rear seat over the passenger side rear wheel well; one (1) on each side of the desk; [Previous three receptacles can be mounted at standard height off the floor one]; (1) mounted on the wall near the ceiling behind the driver's seat. Three (3) receptacles mounted on the driver's side, spaced out at 15 inch intervals starting 15 inches from the rear edge of the rear wheel well. These receptacles should be 30 inches off the floor.

Item 21

ThermoFisher indicated that their equipment requires a minimum of 3000 watts of AC power. A 3000 watt inverter should be installed. Item 21 should be revised to read:

Vehicle electrical system upgraded (including battery, alternator etc. as required) to support the needs of all specified lighting and receptacles. 3000 Watt (continuous output) inverter provided to power AC receptacles from vehicle electrical system.