

1 AGREEMENT

2 **34014**

3 THIS AGREEMENT is made and entered, in duplicate, as of August 18,  
4 2015 for reference purposes only, pursuant to Resolution No. RES-15-0076 adopted by  
5 the City Council of the City of Long Beach at its meeting on June 16, 2015, by and  
6 between ATLANTIC MACHINERY, INC., a Maryland corporation ("Contractor"), with a  
7 place of business located at 2628 Garfield Ave., Silver Spring, Maryland, 20910, and the  
8 CITY OF LONG BEACH ("City"), a municipal corporation.

9 WHEREAS, Section 1802 of the Long Beach City Charter permits the City  
10 to make purchases under the purchasing contracts of other governmental agencies when  
11 authorized to do so by a resolution; and

12 WHEREAS, the City desires to purchase (4) CNG-powered Schwarze  
13 model A7000 regenerative air sweepers, with related equipment and accessories; and

14 WHEREAS, the National Joint Powers Alliance (NJPA) has a contract for  
15 the procurement of regenerative air sweepers together with related equipment and  
16 accessories under Contract No. 022014-AMI; and

17 WHEREAS, Resolution No. RES-15-0076 authorizes the City to purchase  
18 (4) CNG-powered Schwarze model A7000 regenerative air sweepers, with related  
19 equipment and accessories, by virtue of the NJPA Contract;

20 NOW, THEREFORE, in consideration of the terms and conditions  
21 contained in this Agreement, the parties agree as follows:

22 1. The NJPA Contract with Contractor, attached hereto as Exhibit "A",  
23 is incorporated by this reference as if fully set forth, and the same terms and conditions  
24 contained in the NJPA Contract shall be applicable here except as follows:

25 A. Wherever the NJPA Contract refers to the National Joint  
26 Powers Alliance, it shall be deemed to refer to the City of Long Beach;

27 B. Contractor shall sell, furnish and deliver to the City (4) CNG-  
28 powered Schwarze model A7000 regenerative air sweepers, with related equipment and

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CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 accessories, of substantially the same type and kind purchased under the National Joint  
2 Powers Alliance, except as modified by Exhibit "B" attached hereto and incorporated by  
3 this reference, for an amount not to exceed One Million Two Hundred Seventy-Seven  
4 Thousand Five Hundred Twenty-Eight Dollars (\$1,277,528.00), including tax and fees.  
5 To the extent that the NJPA Contract and this Agreement are inconsistent, the following  
6 priority shall govern: (1) this Agreement and (2) the NJPA Contract.

7 C. Payment for the (4) CNG-powered Schwarze model A7000  
8 regenerative air sweepers with related equipment and accessories purchased from  
9 Contractor by the City shall be made by the City on delivery to and acceptance of the (4)  
10 CNG-powered Schwarze model A7000 regenerative air sweepers with related equipment  
11 and accessories by the City and submittal of an invoice to the City. Payment is due thirty  
12 (30) days after the date of the invoice.

13 D. All warranties shall accrue to the City of Long Beach.

14 2. Neither this Agreement nor any money that becomes due to  
15 Contractor under this Agreement may be assigned by Contractor without the prior written  
16 consent of the City Manager or his designee.

17 3. Any notice given under this Agreement shall be in writing and  
18 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be  
19 delivered or mailed to Contractor at the relevant address first stated above, and to the  
20 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.  
21 Notice shall be deemed given three days after deposit in the mail.

22 4. The terms appearing on the NJPA Contract are incorporated in this  
23 Agreement.

24 5. Contractor shall cooperate with the City in all matters relating to self-  
25 accrual of use tax. Contractor shall contact the City Treasurer for additional information  
26 regarding self-accrual.

27 6. This Agreement and all documents which are incorporated by  
28 reference in this Agreement constitute the entire understanding between the parties and

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CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4684

1 supersede all other agreements, oral or written, with respect to the subject matter of this  
2 Agreement. If there is any legal proceeding between the parties to enforce or interpret  
3 this Agreement, or to protect or establish any rights or remedies, the prevailing party shall  
4 be entitled to its costs and expenses, including reasonable attorney's fees.

5 IN WITNESS WHEREOF, the parties have caused this document to be duly  
6 executed with all formalities required by law as of the date first stated above.

7 ATLANTIC MACHINERY, INC., a  
8 Maryland corporation  
9 September 10, 2015 By Mary Julia Dubois  
10 Name M J DUBOIS  
11 Title Manager

12 SEPTEMBER 10, 2015 By Trevor Gardner Jr  
13 Name TREVOR GARDNER JR  
14 Title PRESIDENT

"Contractor"

15 CITY OF LONG BEACH, a municipal  
16 corporation  
17 Sept. 24, 2015 By T. B. Williams EXECUTED PURSUANT  
18 City Manager TO SECTION 301 OF  
19 THE CITY CHARTER.  
20 Assistant City Manager  
21 "City"

22 This Agreement is approved as to form on September 16, 2015.

23 CHARLES PARKIN, City Attorney  
24 By Charles Parkin  
25 Deputy  
26  
27  
28

# EXHIBIT "A"

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.**

In compliance with the Request for proposal (RFP) for "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: ATLANTIC MACHINERY, INC. Date: 1/20/14

Company Address: 2628 Corfield Ave

City: Silver Spring State: MD Zip: 20910

Contact Person: M.J. Dubois Title: Manager

Authorized Signature (ink only): M.J. Dubois M.J. Dubois  
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)  
NJPA 022014 Senior VACUUM, HYDRO EXCAVATION, and/or Street Sweeper Equip. with related Accessories & Supplies

Atlantic Machinery Inc.  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be April 1st, 2014 and continue for four years from the board award date. This contract has the consideration of a 50th-year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature]  
NJPA Executive Director Dr. Chad Coquette  
(Name printed or typed)

Awarded this 18th day of March, 2014 NJPA Contract Number # 022014-AM1

NJPA Authorized signature: [Signature]  
NJPA Board Member Scott Veronen  
(Name printed or typed)

Executed this 18th day of March, 2014 NJPA Contract Number # 022014-AM1

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name ATLANTIC MACHINERY INC.

Vendor Authorized signature: [Signature]  
NJPA Board Member M.J. Jubo  
(Name printed or typed)

Title: Manager

Executed this 14th day of March, 2014 NJPA Contract Number # 022014-AM1

**Form C**

**EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**



Company Name: ATLANTIC MACHINERY, INC.

Note: Original must be signed and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	
4.49/21	DELIVERY WITHIN 90 DAYS	OUR DELIVERY CAN BE 30-210 DAYS AFTER RECEIPT OF ORDER	NJPA accepts

Proposer's Signature: *M. P. Subeek*

Date: 2/12/2014





**PROPOSER QUESTIONNAIRE**  
**Products/Equipment, Pricing, Sector Specific, Services, Terms and Warranty**

*Proposer Name:* ATLANTIC MACHINERY, INC.

*Questionnaire completed by:* M.J. DUBOIS

**Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
  - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

**Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

**Equipment/Products and Related Services and Pricing**

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Product/Equipment and Related Services" (AKA, "Open Market" items or "Non-Standard Options").
- 16) Provide your NJPA customer volume rebate programs, as applicable.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.
- 19) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.



Prices offered in this proposal are (Your proposal will be deemed "Non-Responsive" if this question is not answered):

\_\_\_\_\_ a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.

\_\_\_\_\_ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

X c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

- 20) Do you offer quantity or volume discounts? X YES \_\_\_\_\_ NO Outline guidelines and program.
- 21) Describe in detail your proposed exchange and return program(s) and policy(s).
- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

**Industry or Sector Specific Questions**

24) NA

Signature: M. P. Dubois

Date: 1/20/14

# EXHIBIT "B"



2360 Harvard Street • Sacramento, CA 95815 • (916) 922-1101 • Fax: (916) 922-1034  
1913 Nancita Circle • Placentia, CA 92870 • (714) 528-8770 • Fax: (714) 528-8744  
4750 Caterpillar Rd., Unit D • Redding, CA 96003 • (530) 243-4856 • Fax: (530) 243-1447  
1930 W. Winton Ave., Suite 8 • Hayward, CA 94545 • (510) 670-0230 • Fax: (510) 670-9003  
[www.source-mme.com](http://www.source-mme.com) • California State Contractor's License #980409

March 30, 2015

City of Long Beach  
Department of Financial Management  
Purchasing Division  
333 W. Ocean Blvd, 7th Floor  
Long Beach, CA 90802-4604

Tel: 562-570-6123  
Fax: 562-570-5099  
Sokunthea.Kol@longbeach.gov

Attention: Sokunthea 'Soey' Kol, Buyer

We are pleased to provide the enclosed contract pricing sheet off the National Joint Powers Alliance Contract No. 022014-AMI for Four (4) Schwarze Model A7000 CNG Regenerative Air Sweepers mounted on new CNG Autocar Xpert truck chassis' for your review.

Summary:	Complete Unit Price Each, F.O.B. Long Beach, CA	\$ 293,011.00
	Quantity Requested	<u>          x 4</u>
	Sub-Total	\$1,172,044.00
	9.0% Sales Tax	<u>105,483.96</u>
	Total	\$1,277,527.96

- City's Purchase Order to be prepared and sent directly to Atlantic Machinery, Inc.  
2628 Garfield Avenue Silver Springs, MD 20910  
M.J. Dubois (301) 585-0800 [mjdubois@atlantimachinery.com](mailto:mjdubois@atlantimachinery.com)
- MME to assist with DMV registration.
- Pricing includes delivery and on-site training.
- Normal delivery 60-90 days A.R.O., depending on chassis availability.
- Terms per NJPA Program.

Thank you for your continued interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,  
Municipal Maintenance Equipment, Inc.

Frank Wheeler III,  
Vice President

Enclosures

# ATLANTIC

## MACHINERY INC.

Sewer and Street Equipment Specialists

3/29/15

SWEeper UNIT - NJPA CONTRACT 022014-AMI

Customer: LONG BEACH  
 Participating Dealer: MUNICIPAL MAINTENANCE EQUIPMENT  
 Location: CALIFORNIA

Description	Amount
Schwarze Model A7000 CNG Street Sweeper unit with all standard equipment - CNG ENGINE	
CNG Autocar Xpert chassis with Automatic Transmission and A/C	
Chassis to have 51.3 diesel gallon equivalent CNG storage	
145 HP 5.7 Litre Auxiliary engine, CNG	
Hydraulic power shall be used to operate all broom rotation and lifting functions. Sweeper shall utilize a multi-stage gear driven hydraulic pump, minimum of 25 gallon capacity vented hydraulic reservoir required.	
12 volt DC hydraulic back up system shall be provided which may be used to operate all hydraulic functions without starting the auxiliary engine	
Hopper volumetric capacity shall be not less than 8.4 cubic yards. The usable capacity shall not be less than 7.0 cubic yards	
Hopper drop down screens	
15" x 32" inspection doors shall be provided on left and right side of hopper.	
A hopper door open/close switch to be mounted on console to allow rear door to be operated from inside the cab.	
Heavy-duty steel blower shall be used to create air pressure and suction for removing debris from road surface. Sweepers that clean road surfaces by using suction only will not be accepted.	
Fan must provided 360 degree average dB rating of 72.0 or less at an unobstructed distance of 50 feet at 2000 RPM. Blower housing will be constructed of 3/16" abrasion resistant steel with the inside of the housing covered by a replaceable rubber wear liner.	
The sweeper pickup head shall not be less than 90 inches wide and 36" long giving a total head area of 3240 sq inches.	
Dual gutter brooms shall be 44" minimum diameter each and provide a minimum of 144" sweeping path (including suction head).	

Description	Amount
Sweeper will have sweeps in reverse which allows it to sweep in both forward and reverse with the head down without causing damage to head or other components. Sweeping heads that are not designed to sweep in reverse and that require add on devices such as chains attached to the head and chassis axle to meet this requirement will not be accepted.	
Dual gutter broom shall incorporate a hydraulically actuated tilt capacity of 27 degrees remotely controlled from the console in the cab.	
Stand by system, with throttle ramp	
Hopper with automatic drop down screens	
6" Hopper drain	
Hopper sound suppression	
Hopper auxiliary engine screen cover	
Hopper stainless steel	
Dust control system shall be provided	
Water tank capacity shall not be less than 220 gallons and be constructed of polyethylene for strength and corrosion resistance	
Water tank Sight gauge, side of tank	
Water tank low level alarm and indicator	
Front mounted spray bar	
Hopper spray bar additional 4 nozzles	
Rear mounted LED strobe light	
12" parabolic mirrors	
Dual camera system	
Air filter restriction indicator for chassis	
A 25' fire hydrant fill hose, hydrant wrench and hose storage rack shall be provided.	
2 adjustable spray nozzles shall be located at each gutter broom, two spray nozzles on pickup head, 2 in the pickup tube and 2 in the body.	
Water system shall incorporate an air purge system for flushing water lines during freezing conditions	
Water level gauge in cab shall be provided	
LED amber strobe light with limb guard will be provided	

Description	Amount
Sweeper shall have stop/tail lights and turn signals mounted into the rear bumper at a height of 35", two dump lights mounted on the rear, two gutter broom lights (one each broom) a slow moving vehicle sign, cab mounted 5lb fire extinguisher and a warning triangle kit shall be provided	
Back up alarm	
Bronze Warranty- one year / 1200 hours on sweeper, one year parts & labor	
Schwarze Parts and Service manual	
18 7/8" wide x 10 1/2" tall x 24 5/8" deep lockable tool box shall be provided. Access shall be from the curb side of sweeper	
Body mounting on chassis	
Sweeper to be painted with Dupont Imron 5000 Polyurethane paint, white	
Local dealer pre-delivery inspection and training at customer facility	
DELIVERY CUSTOMER FACILITY	
TOTAL UNIT COST (PRICE BASED ON CONTRACT PRICES)	
TOTAL COST FOR FOUR (4) UNITS	\$1,172,044.00
SALE TAX 9.0%	\$105,483.96
TOTAL PRICE WITH TAX	\$1,277,527.96

**Vendor:**

Atlantic Machinery, Inc.  
 2628 Garfield Ave  
 Silver Spring, MD 20910  
 301-585-0800  
 301-585-7681  
 M.J. DuBois  
[mjdubois@atlanticmachineryinc.com](mailto:mjdubois@atlanticmachineryinc.com)

Phone Number:  
 Fax Number  
 Contact:  
 Email: