

September 29, 2006

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

FROM: **HOLLYLYNN FORD, CPPB**
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE-ADDENDUM#1-EFFECTIVE DATE AUG 27, 2007**
CONTRACT NO. 06-555-AC
VEHICLE TRACKING SYSTEM

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a three (3) year period from October 1, 2006 through September 30, 2009. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS:

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**Networkcar, Inc.
4510 Executive Drive, Suite 315
San Diego, CA 92121
Jim Hawthorne
Phone: 973-426-1046
Cell: 201-317-4513**

3. SHIPPING TERMS:

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F.O.B. destination, freight prepaid.

4. PRICING:

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Prices will remain firm for the term of the contract.

ITEM	DESCRIPTION	UNIT COST	QUANTIT Y	TOTAL COST
1.	Access Fee	\$ 0.00	1500	\$ 0.00
2.	Operational Fee (\$24.95 per month for 36 months)	\$ 898.20	1500	\$ 1,347,300.00
3.	Hardware Cost	\$ 425.00	1500	\$ 637,500.00
4.	Antennae Cost (included with installation)	\$ 0.00	1500	\$ 0.00

ADDITIONAL TERMS AND CONDITIONS

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5. 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.

6. 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.

7. 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.

8. 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.

9. REQUIREMENTS:

This contract is issued to cover the Vehicle Tracking requirements for the Office of Management and Budget, Government Support Services and shall be accessible to any School District, Political Subdivision or Volunteer Fire Company.

10. 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.

11. 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.

12. 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.

13. 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.