



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 29, 2011

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

FROM: PETER KOROLYK
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE – Addendum #1 – Effective September 29, 2011**
CONTRACT NO. GSS11555-VEHICLE_TRACK
VEHICLE TRACKING SYSTEM

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OF
KEY CONTRACT INFORMATION

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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. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. 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.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a three (3) year period from October 1, 2011 through September 30, 2014. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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Networkfleet, Inc.
6363 Greenwich Drive, Suite 200
San Diego, CA 92122

FSF Vendor # 0000021506

Contact: Dennis Kane
Cell: 202-365-5223
Fax: 410-216-9085
Email: dkane@networkfleet.com

4. SHIPPING TERMS:

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F.O.B. destination, freight prepaid.

5. PRICING:

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TRACKING SERVICE

Standard Monitoring Service (3500 / 5500) GPS + Diagnostics	\$18.95
Light Duty' Monitoring Service (4200 / 5200) GPS Only	\$18.45

EQUIPMENT

Standard Monitoring Unit (3500 / 5500) GPS + Diagnostics	\$295.00
Light Duty' Monitoring Unit (4200 / 5200) GPS Only	\$215.00
Antennae	\$25.00
Heavy Equipment (6 pin - J1708) Monitoring Unit	\$30.00
Heavy Equipment (9 pin - J1739) Monitoring Unit	\$30.00
Multi-port SEM Module	\$40.00
Garman Modified Cable	\$65.00
Harness (3500 / 4200 compatible)	\$19.95
Harness (5000 series compatible)	\$30.00

ADDITIONAL SERVICE

Centralized Installation	\$100.00
Decentralized installation	\$150.00

* Weekend and off hour installs at extra charge

Prices will remain firm for the term of the contract.

ADDITIONAL TERMS AND CONDITIONS

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6. 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.

7. 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.

8. 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.

9. 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.

10. REQUIREMENTS:

This contract is issued to provide vehicle tracking equipment and services to the State of Delaware for its light duty vehicles and equipment, and shall be accessible to any School District, Political Subdivision or Volunteer Fire Company. The tracking system will allow the State to collect various types of information on the condition, operation and use of vehicles owned and operated by the State.

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 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>.

15. SCOPE OF WORK:

The State of Delaware's contract provides on-board vehicle tracking, information, diagnostics and the following services including:

- Remote collection of the vehicle odometer reading
- Fuel efficiency report of MPG for all vehicles
- Engine diagnostic alerts and scheduled maintenance alerts via e-mail
- Vehicle utilization reports to determine under or over utilization
- Non-work hours and weekend utilization report
- Idle time reports for all vehicles and system alerts for excessive idling (greater than 5 min.)
- Remote emissions report and connection to DMV for emission inspection certification
- Recall notices from NHTSA
- Vehicle location
- Vehicle speed and system alerts for excessive speed
- 24/7 Roadside assistance & stolen vehicle recovery
- Geo-fencing
- Ability to create custom vehicle groups for reporting and security purposes

16. EQUIPMENT WARRANTY:

Networkfleet 3500/5500/5200/4200 devices are covered by a manufacturer warranty for a period of three (3) years from the date of first installation. The warranty term is divided into two (2) periods:

- a) The first year providing greater comprehensive coverage including labor to remove and replace the non-functioning unit from vehicle if requested.
- b) The second and third years provides warranty for the device only.

Contact the vendor for specific details associated with the warranty for their product

17. MANDATORY GPS UTILIZATION:

All State agencies and departments, mandated by Title 29, Chapter 6911(d) of the Delaware Code, and all school districts purchasing under this contract are required to have data and tracking information reported directly to the Fleet Services' vehicle database. The purpose of this information is to analyze the use of, and maximize usage of the State's vehicle fleet. Specified organizations, identified above, will provide information necessary to load the GPS/asset data into the Fleet Services database and maintain the monitoring throughout the life of the vehicle.

Fleet Services will offer installations and non-revenue reservation capability to agencies with loaded assets, to maximize usage of agency and school district vehicles. Enforcement vehicles purchased by the Delaware State Police, or other municipal police agencies, will not be required to provide access to vehicle data, but service will be made available upon request. Similarly, all other agencies specifically exempted from Title 29, Chapter 6911(d) of the Delaware Code, except school districts, will remain exempt from this installation and reporting requirement.

Fleet Services, a department of Office of Management and Budget, may waive this requirement at its discretion, but such requests must be submitted in writing and approved by the Fleet Services Administrator.