



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 31, 2017

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

FROM: PAMELA BARR
STATE CONTRACT PROCUREMENT OFFICER
302-857-4570

SUBJECT: **AWARD NOTICE – ADDENDUM 1, Effective February 1, 2019**
CONTRACT NO. GSS16555A-VEHICLE_TR
Vehicle Tracking System

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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 two (2) year period from February 1, 2017 through January 31, 2019. Each contract may be renewed for eight (8) 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.

This contract has been extended one year through January 31, 2020.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

3. VENDOR

GSS16555A-VEHICLE_TRV01
Thing Tech
3423 Piedmont Rd
Atlanta, GA 30305
FSF: 0000326602

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4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

5. PRICING

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Prices will remain firm for the term of the contract year.
The pricing sheet can be accessed from the contract details page.
Pricing Spreadsheet PS1 effective February 1, 2019.

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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS16555A-VEHICLE_TR on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. REQUIREMENTS

This contract will be issued to cover the Vehicle Tracking System requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

Award Notice AN1 adds in the following requirements:

- ThingTech will implement an additional system monitor that measures the % of devices reporting to our system vs. a benchmark. This monitor will check for widespread device issues, even if some devices were reporting normally. This is required to be implemented by November 1, 2019.

Award Notice AN1

Contract No. GSS16555A-VEHICLE_TR

- Upgrade to the newest version of the ThingTech App by December 31, 2018. Before any product migration takes place ThingTech will ensure that the State of Delaware and stakeholders have an opportunity to thoroughly test and grow accustomed to the new product. Below are some requirements for the upgrade process.
 - o Upgrade is software related; no need to physically update any devices.
 - o New system can be provisioned and available side by side with the existing system. There is no need for a hard 'cut over'.
 - o Even after the upgraded system is available, we will not turn off the existing version until official sign off from Delaware stakeholders.
 - o Delaware stakeholders will be provided training materials and services.
 - o Delaware stakeholders will be part of a user acceptance testing process.
 - o Delaware obtain a release schedule for maintenance efforts and new releases which will follow the above requirements for the term of the award and any subsequent extension(s) that may be exercised.
- ThingTech will provide an additional forty (40) hours of consulting / training services at no charge to be used throughout 2019 renewal period for Fleet Services and DeIDOT Accounts. This training is not associated with the above referenced upgrade.
- ThingTech will continue the practice of billing for installed units vs. shipped units.
- ThingTech will continue with the 24/7 emergency response procedures, including immediate notification for any service interruptions. Thing Tech will maintain a 24 hour, 7 days per week, 365/366 days per year Call Center. Calls will be answered by a live person and if a redirection to a responsible party is necessary, a return phone call will be received within 10 minutes. Phone:
800-645-2298
Email: support@thingtech.com
Portal: thingtechsupport.com
- The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. Thing Tech will provide advanced notice of any scheduled maintenance to the State of Delaware. If The State of Delaware requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. The State of Delaware's sole and exclusive remedy, and ThingTech's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, ThingTech will credit The State of Delaware 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as the State of Delaware (with notice to ThingTech) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, The State of Delaware must notify ThingTech in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. ThingTech will only apply a credit to the month in which the incident occurred.

12. 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.

13. 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.

14. 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.

15. 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>.