

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2011-217

Council Meeting Date: 07-25-2011

Date Adopted: 07-25-2011

TITLE: RESOLUTION AWARDING CONTRACT TO EAGLE WIRELESS  
COMMUNICATIONS FOR GLOBAL POSITIONS SYSTEM

Councilperson Cucco submitted the following resolution, which was duly seconded by Councilperson Vyzas.

WHEREAS, the Police Chief has received three (3) quotes for the purchase of global positioning system units for the Police Department patrol fleet; and

WHEREAS, the Police Chief has recommended the quote from Eagle Wireless Communications, be accepted and a three (3) contract awarded to same, subject to a review of proposal documents by the Borough Attorney.

NOW THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey, that they award a contract to Eagle Wireless Communications in accordance with the attached contract for an amount not to exceed \$10,109.40.

APPROVED, this 25<sup>th</sup> day of July, 2011.

## RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUCCO	X			
GALLUCCIO	X			
GENNARO	X			
LESNEWICH	X			
MUÑOZ	X			
VYZAS	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 25th day of July, 2011

Wendi B. Barry, Borough Clerk



# Police Department New Providence, New Jersey



**Anthony D. Buccelli, Jr.**  
*Chief of Police*  
*FBI NA Session 194*

**Wayne Maurer**  
*Captain Patrol Commander*

**Scott F. Torre**  
*Deputy Chief*  
*FBI NA Session 213*

**Theresa Gazaway**  
*Administrative Lieutenant*

To: Mayor and Council  
Borough Administrator Doug Marvin  
Borough Clerk Wendi Barry

From: Chief Anthony Buccelli Jr.

Subject: Global Positioning System units for police patrol vehicles

Date: July 15, 2011

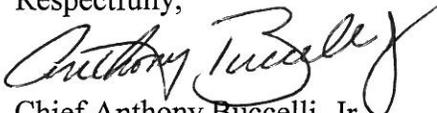
Attached please find a price quote and product information for the purchase of global positioning system units for our police patrol fleet. The quote includes a three year contract @ \$26.95 per unit monthly charge. The total charge for the three year period is \$10,109.40.

The unique feature offered by Eagle Wireless is the ability of the units to continually conduct a diagnosis of the operation of the vehicle. This feature will enable us to enhance fleet maintenance. We will also be able to monitor idling time as well as vehicle speed with a built in alert system. The system performs a variety of functions and will be highly effective in protecting our officers should our communications system fail and will provide us the necessary tools to protect our integrity and our equipment.

Please feel free to contact me with any questions or concerns.

I highly recommend we continue to provide quality police equipment through advanced technology.

Respectfully,

  
Chief Anthony Buccelli, Jr.



# Police Department New Providence, New Jersey



**Anthony D. Buccelli, Jr.**  
*Chief of Police*  
*FBI NA Session 194*

**Wayne Maurer**  
*Captain Patrol Commander*

**Scott F. Torre**  
*Deputy Chief*  
*FBI NA Session 213*

**Theresa Gazaway**  
*Administrative Lieutenant*

To: Chief Anthony Buccelli, Jr.

From: Captain Wayne Maurer 

Date: May 11, 2011

Re: Purchase Eagle Wireless Communications GPS system

Sir,

I have met with representatives of three different Global Positioning System companies who offer a product which could be used in our police vehicles and believe that Eagle Wireless not only meets our safety and performance standards, but allows for on board diagnostics technology which the other companies do not offer.

Eagle wireless has more than 50 patents issued or pending which make them a sole source provider of this product. I have spoken to other police departments in Union County who are using this system and they are very satisfied with its performance.

# Eagle Wireless Communications



This is an agreement ("Agreement") between New Providence Township having an address of 360 Elkwood Avenue New Providence, NJ 07974 ("Customer") and Eagle Wireless Communications, Inc. ("Company"). Company is a reseller of the Networkfleet™ Items and Services described herein and will provide Customer with the hardware, installation and other services under the terms and prices set forth in this Agreement.

### Hardware and Pricing\*

ITEM DESCRIPTION	BASE PRICE	TAXES	TOTAL COST
<b>Light weight units</b>	<b>\$399 per unit</b>	<b>n/a</b>	<b>\$2793</b>
<b>Install</b>	<b>\$75 per unit</b>	<b>n/a</b>	<b>\$525</b>
<b>Airtime</b>	<b>\$26.95/month</b>	<b>n/a</b>	<b>\$6791.40</b>
			<b>\$10109.40</b>

\*Total payment is due when installation has been completed

**Term of Agreement** (check one or automatically a three year agreement)

Two year term                       Three year term

### Monthly Service Fees\*

<b>Three year term monthly fee</b>	<b>\$26.95 per unit</b>
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\*Monthly Service Fees subject to change

### Transfer Pricing

Transfer Unit Fee:        \$25.00 per vehicle  
 Reinstallation Fee:    \$125 per vehicle  
 Early Termination Fee: \$150 per unit under 1 year.  
                                      \$100 per unit under 3 years.

### Customer

I certify that I understand and accept the Terms and Conditions attached hereto and incorporated into this Agreement and that, if Customer is not a natural person, I am authorized to execute this Agreement.

### Eagle Wireless Communications

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: Steve Silverstein

\_\_\_\_\_  
 Print Name and Title

President, Eagle Wireless

## Terms and Conditions

**1. ITEMS AND SERVICES.** We, (hereinafter "we," "our" or "Company") will provide Networkfleet™ Items and Services as a reseller which will enable you (hereinafter "you," "your" or "Customer") to: (a) collect diagnostic and locational information from a motor vehicle using a wireless Internet device which is installed in that vehicle (hereinafter referred to as "Networkfleet Service"). The Networkfleet Items and Services are designed to provide you with a broad set of automotive diagnostic data and data derived from locational information. By entering into this Agreement, you are agreeing to become a Customer of the Company and to purchase Networkfleet Items and Services through the Company.

Without our prior written consent, you will not (a) allow the Networkfleet Items to become installed in, affixed to, or made part of any other goods or items or real property other than an automotive vehicle; (b) attach to or install on any Networkfleet Items any accessory, attachment, or other device that would impair the originally intended function, operation or good working order of the Networkfleet Items; or (c) make any modifications to the Networkfleet Items.

**2. SCOPE OF SUPPORT SERVICES.** Conditioned upon timely payment of the applicable Monthly Service Fee set forth herein and while you are not otherwise in default under this Agreement, Networkcar or its designee will provide the Support Services described herein. We will provide to you reasonable amounts of consultation and technical assistance during our regular working hours. If you experience a problem with the Networkfleet Items or Services, you may call Networkcar or its designee at **1 (866) 227-7323** (during regular working hours: 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Friday, excluding our holidays). Networkcar will assist you via the telephone to diagnose the problem with the Items or Services. Networkcar and we will, on a best-efforts basis, correct errors or malfunctions in the Items or Services to enable them to perform the functions described in the operating manuals as soon as practicable after you notify us of such error or malfunction. If the Equipment is diagnosed as non-functioning during the warranty period, we will repair or replace non-functioning components. If, in our sole determination, the Equipment is deemed unrepairable, then we will send a replacement unit to you. We will pay the Ground shipping charges to return the Equipment to you. You will pay any additional charges for alternative shipping methods requested by you. All non-functioning Equipment replaced by us will become our property. Support Services provided by us under this Agreement do not include repair, replacement or correction of any Equipment damage or malfunctions caused by:

- Your failure to properly install or use the Equipment as described in the operating manual;
- Accident, negligence, theft, vandalism, operator error or misuse, failure of the Equipment site to conform to specifications, failure of or surges in electrical power, air conditioning or humidity control, water, abnormal conditions, acts of God (including lightning) or cause other than normal use; and
- Modifications, attachments, repairs or parts replacements performed by you.

**3. PAYMENT.** During the Term, you agree to pay us the applicable monthly fees set forth above (the "Fees"). If applicable, any one-time Initial Fee will be due upon execution of this Agreement. Hardware costs, including installation, shall be due upon purchase of the Equipment. All other Fees will be invoiced to you on a monthly basis in advance. You must pay any freight and any sales and/or use taxes. Invoices are due on receipt. You must pay all amounts without offset. After the Initial Term, we reserve the right to change our Fees or implement new charges at any time upon thirty (30) days' prior written notice to you. If you do not pay any amount within sixty (60) days after it is due, we may impose a late charge on any undisputed unpaid amount of the greater of one percent (1%) of the unpaid amount or highest amount permitted by applicable law.

**4. TERM AND TERMINATION.** The initial term of this Agreement begins on the date of this Agreement and, unless terminated earlier as provided herein continues for the term set forth above (the "Initial Term"). Thereafter, the Term will be extended on an annual basis (the "Renewal Term"), unless terminated by either party, with or without cause, upon thirty (30) days prior written notice prior to the end of the Initial or any Renewal Term. The Initial Term and Renewal Term are collectively referred to as "Term". If you terminate Services under this Agreement and later desire to reinstate Services, you may receive those Services if you sign another agreement with us and pay our then-current, applicable fees.

This Agreement and your participation in the Services as set forth herein may be terminated by us prior to the end of the Term: (i) if you do not comply with any of your obligations under this Agreement (or then-applicable policies and terms), including any failure to pay any amounts due; (ii) for reasons relating to any breach of applicable state or federal law; or (iii) if we are no longer permitted to make the Services available. All unpaid amounts are immediately due and payable on default.

If you terminate this Agreement prior to the end of the Initial Term or any Renewal Term for any reason, you will pay the Company an early termination fee. This fee is not a penalty but as liquidated damages. The parties agree that this early termination fee is a reasonable estimation of the Company's damages upon early termination of this Agreement.

**5. COMPLIANCE WITH RULES AND LAWS.** You will comply with all applicable laws and regulations, including FCC and privacy laws, relating to the Items and Services and the transactions contemplated under this Agreement. You are responsible for the compliance of your affiliates, employees, agents and consultants (collectively "Associates") with the terms of this Agreement and any applicable laws or regulations.

**6. GUARANTEES.** We guarantee that for a period of one (1) year following delivery to you the Equipment will not have defects in material and workmanship and during the Term: (a) Licensed Matter will be able to perform the data processing functions described in the applicable operating manuals; and (b) Services will be provided in a workmanlike manner. You may only make claims under this guarantee during the Term by promptly notifying us after you learn of the facts supporting the claim. We will either repair or replace the non-complying Item or re-perform the Services; **THESE ARE OUR ONLY OBLIGATIONS AND YOUR ONLY REMEDY FOR BREACH OF WARRANTY OR GUARANTEE.** We do not guarantee items acquired from others, even if acquired with our assistance. The guarantees contained in this Section

are void if you default. Downtime, not caused by a known and uncured defect in the software during the warranty period, is not a breach of this Agreement by us and will not entitle you to any refunds or credits.

**7. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.** *THE COMPANY WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THE COMPANY IS TOLD THOSE DAMAGES MAY OCCUR. THE COMPANY'S LIABILITY UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY CANNOT EXCEED THE AMOUNT PAID TO THE COMPANY UNDER THIS AGREEMENT BEFORE THE LIABILITY ACCRUES. EXCEPT AS STATED IN PARAGRAPH 6, THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTIES ABOUT THE ITEMS OR SERVICES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF INTERRUPTED OPERATIONS WITHOUT ERROR.* We are not responsible for: (a) delays in delivery, installation, damage to Equipment, or providing Services, except if caused by our negligent or wrongful acts; (b) anything outside our reasonable control or resulting from your breach; or (c) the operation of Items if any item acquired from a third party is used with the Items.

**8. DEFAULT.** Subject to the provisions of Section 4, Term and Termination, you will be in default if you breach this Agreement, including any failure to pay any amounts due. If you default, we may, without liability, terminate this Agreement and cease providing Items and Services and obtain any remedies available. All unpaid amounts are immediately due and payable on default. All our rights and remedies are cumulative.

**9. VEHICLE REGISTRATION REQUIREMENTS.** You agree to promptly register any Networkfleet Items along with any associated vehicle information using the web-based registration methods we provide to you. Upon registration of the Item and vehicle from you, we will activate any purchased Networkfleet Services for the applicable vehicle. We may change the Item / Vehicle Registration process from time to time in our sole discretion.

**10. GENERAL.** This Agreement will be read and enforced under Pennsylvania law applicable to contracts executed and performed completely in Pennsylvania between Pennsylvania residents. If part of this Agreement is held invalid or unenforceable, the invalid part will be deleted and the rest will remain in effect. *EACH PART OF THIS AGREEMENT THAT LIMITS LIABILITY, DISCLAIMS WARRANTIES OR GUARANTEES, OR EXCLUDES DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED THAT WAY. IF ANY REMEDY FAILS TO FULFILL ITS ESSENTIAL PURPOSE, THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES REMAIN IN EFFECT.* Any notice required under this Agreement will be in writing and will be delivered by hand, sent by fax (if the sending machine confirms in writing that the fax was received), or mailed by registered, certified mail or other receipted delivery service, return receipt requested, to the addresses stated in this Agreement. This Agreement contains the entire agreement about the Items and Services which are the subject of the Agreement and prevails over all oral and written communications or agreements between you and us about such Items and Services. No prior statement will be part of this Agreement. No action, regardless of form, related to this Agreement may be brought by you or us more than one year after the cause of action has accrued.

**11. DEFINITIONS.** The following definitions apply: (a) Equipment – Networkfleet™ device or other equipment items (other than Licensed Matter) as described herein ; (b) Items - Equipment and Licensed Matter; (c) Licensed Matter – Networkcar software, including corrections and any improvement or modification that we provide to you, and anything provided by us for use with the Networkcar software or Equipment, such as books or manuals or other printed materials; (d) Other Providers - anyone other than us that provides Items or Services to you; (e) Services – Networkcar Services (described in Section 1 above) and support services for the Equipment and Software; (f) Subscriber or Customer - any individual or fleet entity that enters into a Subscriber Agreement with us; (g) us or we or Company – Eagle Wireless Communications, 15 Windsor Pass, Horsham, PA 19044; and (j) our - belonging to us.

Eagle Wireless Communications

# Invoice

15 Windsor Pass  
 Suite #1  
 Horsham, PA 19044  
 215.672.0575

Date	Invoice #
5/4/2011	4350

<b>Bill To</b>
New Providence Township 360 Elkwood Avenue New Providence, NJ 07974

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			5/4/2011			

Quantity	Item Code	Description	Price Each	Amount
7	L3500	Lightweight Networkcar unit	399.00	2,793.00T
7	Install	GPS Installation	75.00	525.00T
7	Airtime	Monthly airtime charge - \$26.95 per unit - 3 years	970.20	6,791.40T
		Out-of-state sale, exempt from sales tax	0.00%	0.00

<b>Total</b>			\$10,109.40
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