

# ORIGINAL CONTRACT

ZONAR SYSTEMS, INC.

[GLOBAL POSITIONING SATELLITE SYSTEM]

10/16/2009 – 8/31/2014

between

**TACOMA SCHOOL DISTRICT NO. 10**

(hereinafter referred to as DISTRICT)

601 South 8<sup>th</sup> Street

P. O. Box 1357

Tacoma, WA 98401-1357

and

**ZONAR SYSTEMS, INC.**

(hereinafter referred to as CONTRACTOR)

18200 Cascade Avenue South, Suite 200

Seattle, WA 98188

Federal Identification # 26-0499050

and

Unified Business Identifier # 602 740 112

In consideration of the promises and conditions contained herein, the District and Contractor do mutually agree as follows:

**DUTIES OF THE CONTRACTOR**

A. The general objective(s) of this contract are as follows:

Implementation of a Global Positioning Satellite (GPS) system for 180 school buses as outlined in the Request for Proposal (RFP) B90013S (Attachment A) and under the General Terms and Conditions of the RFP (Section IV of Attachment A).

B. In order to accomplish the general objective(s) of this contract, Contractor shall perform the specific duties outlined in RFP B90013S and in the Contractor's RFP B90013S proposal response dated July 28, 2009 to the satisfaction of the District's designee, Sue Race, Director of Transportation. The Contractor's proposal response is hereby incorporated herein by reference (Attachment B). The Contractor shall ensure that replacement equipment is available to maintain system operations throughout the five years of this Contract. In the event additional buses are added, the Contractor agrees to sell additional units that will work within the District's GPS system. In addition, the District has the option to purchase the Zonar electronic, Radio Frequency Identification (RFID), verified pre-post trip driver Electronic Vehicle Inspection Report (EVIR) safety and equipment inspection system outlined on page 36 of the Contractor's proposal response (Attachment B).

## DUTIES OF THE DISTRICT

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, the District shall compensate Contractor according to the following pricing matrix:

Acquisition Costs	Pricing	Five Year Pricing
Hardware for 180 buses (including installation)	54,447.90	54,447.90
Software		
Annual Lic, Maint, Support	39,086.40	
Five year cost lic, maint, support		195,432.00
Data trans costs per bus per month		
1 MB	0.00	
(Most likely monthly data rate) 2 MB	0.00	0.00
5 MB	8.00/month	
Unlimited	25.00/month	
Other costs		
Training (3 days)	\$2,900	\$2,900.00
EVIR Pre-Post Inspection System (118 buses)	\$39,646.00	\$39,646.00
Freight (GPS hardware already on-site)	\$354.00	\$354.00
Annual EVIR Licensing, Maint, Support	\$4,248.00	\$21,240.00
Total cost (five years, exclusive of sales tax)		\$314,019.90

Payment for Hardware may only be made after system acceptance by the District (Attachment A, Section 4.31.F.). The Annual Licensing and Maintenance Support costs will be paid annually with the initial year's payment following system acceptance by the District. In subsequent years the payment will be due on September 1 of each year of the Contract. The approximate five year value of this contract is \$345,000 inclusive of sales tax and including the EVIR system option. Pricing for GPS equipment and options must remain constant for the five year duration of this contract.

- B. Payment to the Contractor is outlined in Section 4.41 of the RFP (Attachment A).

- C. GPS Implementation Schedule:

Contract signed and Purchase Order issued	Day 1
Equipment is ordered, processed, and shipped	Day 2 – Day 16
Equipment received and processed at customer location	Day 17 – Day 20
Installation of Vehicles Begins	Day 21
Installation Complete	Day 56
Training Begins	Day 56
Training Complete	Day 58
Review of Data and Account Monitoring	Day 68
Additional training (if required)	Day 69
Go-Live	Day 70

D. EVIR Implementation Schedule:

EVIR Implementation will be conducted concurrently with the GPS Implementation and follow the same schedule as above.

Contract signed and Purchase Order issued	Day 1
Equipment is ordered, processed, and shipped	Day 2 – Day 16
Equipment received and processed at customer location	Day 17 – Day 20
Installation of Vehicles Begins	Day 21
Installation Complete	Day 56
Training Begins	Day 56
Training Complete	Day 58
Review of Data and Account Monitoring	Day 68
Additional training (if required)	Day 69
Go-Live	Day 70

**CONDITIONS OF COMMENCEMENT OF PERFORMANCE  
AND  
SCHEDULE OF PERFORMANCE**

Contractor shall not commence performance, or be entitled to compensation or reimbursement for any services rendered, prior to the occurrence of each of the following conditions: (1) this contract must be executed by an authorized representative of the Contractor and the District; and, if required, (2) this contract must be approved by the Board of Directors.

The contract covers the period October 16, 2009 through August 31, 2014 inclusive.

We the undersigned agree to the terms of the foregoing contract.

**ZONAR SYSTEMS, INC.**  
By: William Brinton  
(signature)  
William Brinton  
(print name)

**TACOMA SCHOOL DISTRICT NO. 10**  
By: Arthur O. Jarvis, Ed.D.  
(signature)  
Its: Superintendent

Arthur O. Jarvis, Ed.D.  
(print name)

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Signed this 16<sup>th</sup> day of October, 2009.

Signed this 22 day of Oct, 2009.

Funding Source and Accounting Information Completed by Originator

Company	AU-Accounting Unit	Account	Activity	AcCat

ATTACHMENT A  
TO CONTRACT B90013S, ZONAR SYSTEMS, INC.



TACOMA SCHOOL DISTRICT No. 10  
Purchasing Department  
3321 South Union Avenue  
Tacoma, Washington 98409  
(253) 571-3380

RFP No. B90013S

Date: July 8, 2009

Sealed proposals for GPS Systems for School Buses will be received by the Tacoma School District No. 10, Purchasing Department, at 3321 South Union Avenue, Tacoma, WA 98409, until July 28, 2009 at 2:00pm.

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**Submit Proposal To:**

Tacoma School District No. 10  
Purchasing Department  
3321 South Union Avenue  
Tacoma WA 98409-3194

## **Tacoma School District – RFP # B90013S**

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## **Tacoma School District – RFP # B90013S**

### **SECTION I**

#### **GENERAL INFORMATION**

##### **1.0. Introduction**

The Tacoma School District (District) prepared this Request For Proposal (RFP) document for the procurement of a Global Positioning System (GPS) System for School Buses. The Tacoma School District Transportation Department (TSDTD) has a desire to modernize and enhance the student safety communication technology on their existing fleet of 180 buses. (The District contracts with Durham for bus services using a fleet of 118 buses. In addition, the District has 62 buses. The proposed systems will need to provide desired communications and data between the buses and both the District and the Durham operations offices. System installations will also take place at two locations, the District Transportation facility and the Durham facility.

This RFP contains the instructions governing the proposals to be submitted by interested proposers. All proposers waive any right to claim damages of any nature, whatsoever, based upon the selection process. Proposers who submit proposals that do not follow the instructions or do not provide the information requested within this RFP may be subject to immediate rejection. All proposals submitted shall be complete with pricing guaranteed for one year from the date of the contract.

Proposer should reference paragraph 1.17, Definitions, for explanations of terms used in this RFP.

##### **1.1. Background/Rationale:**

Tacoma School District is seeking to purchase GPS devices to be installed on the entire school district bus fleet that will provide real time fleet information in order to enhance accountability and student safety. The system should be cellular. Cellular data transmission will allow the district to track buses that leave the district boundaries (because radio is limited to Tacoma and the immediate vicinity) for student pick-up/drop-off, as well as field trips and extra-curricular trips without interfering with radio communications with the buses. The user interface must be a password protected web-based data management application. No additional software should need to be installed on the users computers. Access should be available through any internet-connected computer with a web browser.

The system should show the exact time each bus is at a stop through the use of door openings and stop paddle deployments. The dispatching team must know where the bus is if there is any kind of incident so that management can better support the situation at hand (i.e, lost bus). GPS will help the district be

accountable to parents and taxpayers in the event buses encounter mechanical breakdowns, accidents, weather-related incidents, traffic delays or misuse. Transportation management will be able to monitor a driver's speed and determine if a driver is following the route as required. It is anticipated that the system will also help contain fuel costs by recognizing excessive idling or inappropriate speed. The system must provide a real-time map that shows multiple vehicles simultaneously.

The system should benefit the district as follows:

#### Dispatching:

Provide real time bus information so that the transportation staff know the location of a bus within 30 seconds to 2 minutes of actual time;

Provide a substitute driver specific directions if lost;

Allow transportation staff to communicate to parents and school staff the location of the bus;

Provide turn-by-turn information on where the bus made turns at intersections and made stops;

Immediately locate the bus due to an emergency situation and be able to determine the nearest vehicle in the area, as well as where to go to assist as needed;

#### Routing:

Provide start and stop time from yards;

Interface GPS data with a transportation planning software program such as Edulog or Trapeze;

Allow comparisons of GPS reporting with planned routes and on-time performance;

#### Maintenance

Allow mechanics to locate disabled buses quickly;

Provide information to evaluate idle time and miles traveled;

Also, the real time system should provide parents and district officials with peace of mind knowing that the buses are being monitored continually throughout the day by the transportation staff.

**1.2. Invitation to Provide Proposals to RFP # B90013S**

Project: This RFP is for the procurement of a Global Positioning System (GPS) for School Buses. Interested vendors/proposers may obtain a copy of this RFP # B90013S from the following address, telephone, or web site:

Tacoma School District  
Purchasing Manager  
Purchasing Department  
3321 South Union Avenue  
Tacoma, WA 98409  
253-571-3380  
[www.tacoma.k12.wa.us](http://www.tacoma.k12.wa.us)

**1.3. Key Action Dates for this RFP**

Event:

Date:

Release of RFP

Wednesday, July 8, 2009

Last day for Vendor Questions

Tuesday, July 21, 2009

Proposals Due

2:00 P.M., Tuesday, July 28, 2009

Vendor proposals are to be delivered to:

Tacoma School District  
Purchasing Manager  
Purchasing Department  
3321 South Union Avenue  
Tacoma, WA 98409

**1.4. Contacts for Questions**

Tacoma School District  
Steve Demel, Purchasing Manager  
Purchasing Department  
3321 South Union Avenue  
Tacoma, WA 98409  
253-571-3382 telephone  
253-571-3388 fax  
E-mail: [sdemel@tacoma.k12.wa.us](mailto:sdemel@tacoma.k12.wa.us)

**1.5. Acceptance/Rejection**

The District reserves the right to accept or reject proposals, in part or as a whole, to reject any or all proposals, to waive informalities, and to contract in the best interest of the District.

**1.6. Addenda**

Should the District consider it necessary to revise any part of this RFP, an addendum will be made available to all interested parties. All official

clarifications or interpretations of the proposal documents will be by written addenda and posted on the District's web site. Clarification given in any other form will be informal and unofficial.

**1.7. Awards**

The successful vendor(s) will be notified by the Purchasing Office following purchase approval by Tacoma School District. The District reserves the right to reject any and all proposals, to waive any and all informalities and the right to disregard all non-conforming, non-responsive, or conditional responses.

The District may conduct such investigations as it deems necessary to assist in the evaluation of any proposal and to establish the qualifications, and financial ability of the vendor to supply materials and/or services to the District's satisfaction within the prescribed time.

The District reserves the right to reject the proposal of any vendor which does not pass any such evaluation to the District's satisfaction. If the contract is to be awarded, the District anticipates that it will give the successful vendor (the Contractor) a Notice of Award within one hundred twenty (120) days after the Proposal Due Date.

All vendor proposals that have passed the initial forms compliance review shall be evaluated in accordance with the evaluation criteria set forth in this RFP document (reference Section 2.9, RFP Proposals Evaluation Criteria). Any post-proposal discussions, interviews, demonstrations and contract award will be based upon the District having completed the evaluation process and scoring each proposal using only the evaluation criteria published in this RFP document (Section 2.9, RFP Proposals Evaluation Criteria).

**1.8. RFP Pricing**

Unless otherwise specified, all prices shall be for software, services, equipment and features that will be installed, delivered and/or provided to the District. RFP pricing shall include installation, system integration, data conversion assistance, staff training, system maintenance, system support and other services as specified by the proposer.

**1.9. Tacoma School District Not Responsible for Preparation Costs**

Costs incurred by a vendor in preparation of its proposal, including any travel and personal expenses, may not be charged as an expense of performing the contract awarded as a result of the vendor's submission of a proposal to the RFP. The District shall not pay for costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

**1.10. Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the District and may be returned only at the District's option. The District reserves the right to use any ideas presented in response to the RFP. The District is a public entity covered by the Washington Public Records Act, Chapter 42.17 RCW, and will release records submitted to it in compliance with this Act.

**1.11. Minority Owned and Women Owned Business Enterprises**

The District encourages the participation of minority owned and women owned business enterprises in this proposal.

**1.12. Prevailing Wages**

This project does not fall under the prevailing wage requirements. The successful proposer will not be required to submit prevailing wage documentation to the District.

**1.13. Questions Received Prior to Opening of Proposals**

All questions must be in writing and directed to the District's Purchasing Manager, Purchasing Department. Telephone conversations must be confirmed in writing by the interested party. There are generally two types of questions. One involves directing the questioner to the specific section of the RFP where the answer may be found. The second type of question involves clarifying or interpreting parts of the RFP. Response to the second type of question will be provided to all potential vendors by written addendum posted on the District's web site by July 22, 2009. Companies may also request that a copy of the questions and responses be sent to them via email by contacting the Purchasing Manager.

**1.14. Required Review**

Proposers shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning any defect and/or questionable or objectionable material must be made in writing and received by the Purchasing Manager at least ten (10) business days prior to the deadline for receipt of proposals. This will allow for issuance of any necessary amendments/addendums. It will also help prevent the opening of a defective solicitation and exposure of vendors' proposals upon which award could not be made. Protests based upon any omission, error, or the content of the solicitation will be disallowed if not made in writing to the Purchasing Manager at least ten (10) business days prior to the deadline for receipt of proposals.

**1.15. Taxes**

Please state on your response form the rate of sales tax that will be charged. Service amount and any agreed variations thereof, listed in the vendor's proposed pricing section, shall NOT include any applicable federal, state or local taxes imposed by law and properly chargeable to the project, including Washington State sales tax. The District is exempt from certain federal taxes and, where appropriate, shall provide an exemption certificate upon request to the successful vendor.

**1.16. Warranty**

All warranty on software, services, equipment and features proposed by the vendor in response to this Request for Proposal will be for a minimum of twelve (12) months from the date of project completion and acceptance by the District. Said warranty will be for all warranty services to be provided with a two (2) hour

response time. Alternatively to meeting this response time for warranty services, the vendor may propose an alternate approach to warranty coverage, such as pre-positioning spares.

#### **1.17. Definitions**

Acceptance - The formal acceptance of the software, services, equipment and features purchased under the contract resulting from the selection of a successful vendor having successfully completed the Acceptance Testing Criteria for the type of software, services, equipment (if any) and features proposed. General acceptance occurs after the software, services, equipment (if any) and features performed without malfunction for one hundred twenty (120) days as detailed in this RFP.

Acceptance Tests - Those tests performed during the Performance Period as provided in this RFP, which are intended to determine compliance of software, services, equipment and features with Proposer's published specifications and specifications contained in this RFP.

Board - Tacoma School District #10 Board of Directors.

Contractor - Proposer and/or vendor that is awarded the contract.

Days – Calendar days unless the context clearly requires otherwise.

District - Tacoma School District #10.

Equipment - An all-inclusive term that refers either to individual machines or to a complete data processing system or subsystem, including its operating software (if any).

Effective Contract Date - District's purchase order issuance date.

Installation Date – The date on which the contractor installs the software, services, equipment and features in preparation for data conversion and implementation.

Implementation Date – Go live or go to production; following installation, conversion and training, the negotiated date at which the system delivered under this RFP's specifications, is certified by the contractor for use by the District, placed into production, control is passed to the District, and the acceptance test performance period begins.

Maintenance - Ongoing and continuing Contractor supplied support of the software, system, equipment (if any), and features supplied by the Contractor as a result of this RFP, including but not limited to updates, upgrades, patches, enhancements, bug fixes, etc.

Maintenance Diagnostic Routines - The diagnostic programs customarily used by the proposer to test software, services, equipment (if any) and features for proper functions and reliability.

Operational Use Time - For performance measurement purposes, that time during which the software, services and equipment (if any) is in actual operation by the School District.

Owner - Tacoma School District #10.

Performance Period - A period of time during which the District, by appropriate tests and production runs, evaluates the performance of newly installed software, services, and equipment prior to any acceptance by the District.

Proposer - One who submits a proposal.

RFP - Request For Proposal. A solicitation for pricing and other information.

School District - Tacoma School District #10.

Service Failure - A malfunction of the software, services, and/or equipment, supplied by the contractor, which prevents the successful accomplishment of the intended function of this solicitation.

Vendor - Another name for the Proposer.

Warranty - The Contractor guarantees the software, services, equipment and features delivered under this RFP are free of defects and any repairs to such, are made at no charge to the District.

----- End of Section I -----

## SECTION II

### **INSTRUCTIONS TO PROPOSERS**

#### **2.1. Proposals**

The vendor's proposal shall be submitted as described in this RFP. Only information asked for will be considered as the proposal. Each proposer shall propose exactly as specified herein.

#### **2.2. Opening**

All proposals will be opened in public at the time and place specified. All proposers and other interested persons are invited to be present; however, only the names of proposers will be announced at the time of opening.

#### **2.3. Withdrawals**

No proposer may withdraw a proposal after the hour set for the opening thereof or before the award of the contract unless said award is delayed for a period exceeding one hundred twenty (120) days. The proposal must remain valid for at least one hundred eighty (180) days from the deadline for receipt of proposals. No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior District consent.

#### **2.4. Proposal Envelope (and/or Box)**

The proposal envelope (box) MUST bear the proposal number, opening date, and the proposer's name and return address. Improperly labeled proposal envelopes (boxes) may be considered unresponsive and disqualified.

#### **2.5. Form and Style**

- A. RFP responses for the signature page, references and sub-contractors, must use the format provided in the Attachment Section of this RFP document for submission of those response elements located in the Attachment Section.
- B. Interlineations, alterations and erasures must be initialed by the signer of the RFP.
- C. Each copy of the proposal MUST include the legal name of the Proposer and a statement that the Proposer is a sole proprietor, partnership, corporation or other legal entity. The original proposal shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A RFP response by a corporation shall further give the state of incorporation and have the



corporate seal affixed (reference Attachment A – Signature Page Form). A proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Proposer.

- D. All proposals must be on eight and one-half by eleven (8.5 X 11) inch paper, typed, single spaced, double space between paragraphs, and placed in a binder, with tabs separating the major parts as defined in section 2.9.

## **2.6. Authorizing Signature**

Each proposal submitted shall be signed on the Signature Page Form by an official of the vendor who is authorized to bind the vendor to the terms and conditions of this RFP and the proposal submitted. By such signature on its proposal, vendor certifies that: it has read this Request For Proposals; is authorized to bind the company or corporation; and agrees to furnish the requested equipment, software, services and features in accordance with this RFP. The Signature Page Form is available as Attachment A – Signature Page Form.

## **2.7. Submission of Vendor Proposal**

- A. Five (5) copies of the vendor's proposal and other required documents shall be enclosed in a sealed envelope (or box) and shall be deposited at Tacoma School District Purchasing Department, 3321 South Union Avenue, Tacoma, WA 98409 prior to the time and date for receipt of the RFP proposals. Any and all vendor proposals received after the time and date for receipt of proposals will be returned unopened. The envelope (box) shall be addressed to Tacoma School District, Purchasing Department, Attention Purchasing Manager, and have the RFP number on the outside, at the above address. If the proposal is sent by mail, the sealed envelope (box) shall be enclosed in a separate mailing envelope (box) with the notation "RFP # B90013S Proposal Enclosed" on the face thereof. **One of the five copies must be an original and designated as such.** The original proposal will contain the original signed Signature Page Form (reference Attachment A). The other four copies may contain a copy of the original Signature Page Form.
- B. The Proposer shall assume full responsibility for timely delivery at the location designated above. Proposals received late or at a location other than the Purchasing Office will not be accepted.
- C. Fax copies of the vendor's proposal will not be allowed.

## **2.8. Sub-Contractors**

Proposals must include a list of any and all proposed sub-contractor(s) on the Sub-Contractor Form (reference Attachment C – Sub-Contractor Form). Substitution of any proposed sub-contractor is only allowed after prior written permission is received from the District.

## 2.9. **RFP Proposal Evaluation Criteria**

An award, if any, will be made to the most responsive and responsible proposer whose proposal is judged by the District to best fulfill the District's requirements, as described in this RFP document. All valid vendor proposals will be evaluated according to the following weighted methodology:

GPS System Written Submittal Requirements (Section 3.2)	40%
References by similar users (three using Attachment B)	20%
Pricing (Section 3.3)	<u>40%</u>
Grand Total	100%

A District evaluation team will judge written submissions against these criteria. The evaluation team may, but need not, invite supplementation of the written submissions via interviews or discussions with the top-rated vendor or vendors.

## 2.10. **Documentation**

- A. Documentation to support answers to the written submittal and pricing submittal requirements in Section III must accompany the response. All documentation supporting answers to questions must be cross-referenced to that particular question within the RFP.

Do not reference pre-printed, glossy, sales brochures or pre-printed documents as the source of reference for the documentation.

- B. A minimum of three (3) customer references are required. The three references must include organizations that were provided with a similar GPS system. The information required must be entered on the Customer References Form (see Attachment B – Customer Reference Form) included in this RFP. The District reserves the right to check vendor references with additional customers not listed as a reference by the vendor and use these additional references in the evaluation process. References from public school districts with a GPS system installed on school buses will be given higher consideration than other customer references.

----- **End of Section II** -----

## SECTION III

### **PROPOSAL SUBMITTAL REQUIREMENTS**

#### **3.1. GPS System**

The District's requirements for a GPS system are as follows:

- The system user interface is a web-based data management application. It must be password protected with no additional software required to install on the user's computers. Access should be available through any internet-connected computer with a web browser.
- The real-time display/map provided by the system must be able to show locations of all vehicles simultaneously
- The system allows for the bus to be tracked throughout the day in as close to a real time basis as is practical without interfering with radio communications with the buses ("Real time" is defined as being able to achieve update rates when each bus is moving of between 30 seconds to 2 minutes. Updates will provide all GPS collected data since the last report.)
- The system is capable of providing history reports (data will be available for a minimum of one year)
- The system must have its own interactive mapping capability for use by end users for monitoring and tracking buses
- It is preferred, but not required, that the system will interface with a transportation planning software program such as Edulog or Trapeze
- The data transmission method should be cellular
- Equipment can be installed in a location that deters theft and vandalism such as the front bulkhead.
- The unit can be automatically turned on by the ignition switch, and will automatically turn off after a predetermined time once the ignition is turned off.
- The GPS system is capable of logging the vehicles speed, direction, time, latitude and longitude and report the following:
  - If a bus is idling, position will be reported at a minimum of every two minutes
  - Buses will report every turn of more than 30 degrees
  - Buses will report "stop paddle out" whenever the stop paddle is deployed
  - Buses will report door opening
  - Buses will report every stop and ignition on/off
- The system will display inactive vehicles (ignition off) according to their last known status and location

- The system must have capability for additional functionality, for example student tracking, panic button, engine monitoring sensors, and features that enhance bus safety and/or security.

### **3.2 GPS System Written Submittal Requirements**

Proposals must address the following:

- Describe how your system will meet the District's requirements (Paragraph 3.1) to include specific performance parameters that your system will provide relative to data collection rates and update rates.
- Describe how District personnel might use your system to monitor, track and plan track bus activities, to include graphical user interface, map displays and reporting capabilities.
- Describe the hardware included in your system (provide pictures)
- Describe the benefits derived from operating and utilizing your GPS system on the District's 180 buses
- Describe the software included in your system.
- Describe the support approach proposed for your system.
- Describe the warranty for your system.
- Describe additional features available with your system that potentially could be added in the future such as student tracking, panic button, engine monitoring sensor, etc. Identify the cost of each feature described.
- Outline your proposed installation and implementation schedule including timeframes relative to the date of contract award

### **3.3 GPS System Pricing Submittal Requirements**

The District intends to equip 180 buses with a GPS capability. Provide a total cost for each of the following:

- Hardware cost for 180 units, including installation \$ \_\_\_\_\_
- Software \$ \_\_\_\_\_
- Annual cost for licensing, maintenance, and support \$ \_\_\_\_\_
- Data transmission costs (cellular) per bus per month \$ \_\_\_\_\_
- Other costs not included above (specify) \$ \_\_\_\_\_

----- **End of Section III** -----

**SECTION IV**

**CONTRACTUAL TERMS**

If selected by the District to provide the services, software, equipment and features in this RFP, the District and the apparent successful proposer will enter into a contract for the services, software, equipment and features determined to be provided by the proposer, incorporating the software, services, equipment and features, the proposer's responses to this RFP and the following General Terms and Conditions.

**GENERAL TERMS AND CONDITIONS**

**4.1. Acceptance Testing for Software, Services, Equipment and Features**

- A.** Acceptance testing (performance period) is intended to ensure that the software, services, equipment and features acquired operate in substantial accord with the Contractor's technical specifications, is adequate to perform as warranted by Contractor's response to the requirements of the District's solicitation document, and evidences a satisfactory level of performance reliability, prior to its acceptance by the District. Acceptance testing is required for all newly purchased and installed software, services, equipment and features.

Unless waived in writing by the District, such testing is required prior to the acceptance of replacement and/or substitute software, services, equipment and features.

- B.** In accordance with Section IV, Paragraph 4.1; the Contractor shall certify in writing to the District, or the District's designee, when the software, services, equipment and features are installed and ready for use, at which time operational control becomes the responsibility of the District. Acceptance testing shall commence on the first District workday following implementation, and shall end when the software, services, equipment and features have met the standards of performance (performance criteria) as provided in this RFP for a period of one hundred twenty (120) consecutive days.
- C.** In the event the software, services, equipment and features do not meet the standards of performance during the one hundred twenty (120) consecutive days, the acceptance tests may continue at the District's sole discretion on a day-to-day basis until the standards of performance are met for one hundred twenty (120) consecutive days.
- D.** If the software, services, equipment and features do not meet the standards of performance within one hundred twenty (120)

consecutive days after the start of the acceptance testing, the District shall have the following options and seek relief as provided by Section IV, Paragraph 4.45, “Rights and Remedies of School District for Default”:

1. Require replacement software, services, equipment and features.
2. Extend the acceptance testing.
3. Terminate the contract.

E. Software, services, equipment and features shall not be accepted by the District until acceptance tests have been satisfactorily completed.

F. Immediately upon successful completion of the acceptance tests, the District shall notify the Contractor in writing of acceptance of the software, services, equipment and features and authorize appropriate payment as per the payment schedule. The District shall maintain adequate daily records to satisfy the requirements of acceptance testing. Increments of time shall be measured in hour and whole minutes.

#### **4.2. Access to Data**

The Contractor shall provide access to any data/information generated under this Contract to the District, the District Superintendent’s designee, or any State or Federal Auditor at no additional cost. This includes access to all information that supports this Contract.

#### **4.3. Alterations and Amendments**

This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **4.4. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the “ADA” 28 CFR Part 35**

The Contractor must comply with the ADA, which provides comprehensive civil protection to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

#### **4.5. Assignment**

Neither the District nor the Contractor shall assign this Contract, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either party from its duties or obligations under this Contract.

#### **4.6. Audit Requirements**

If the Contractor is a sub-recipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make their records available for review or audit by officials of federal agencies, the General Accounting Office and the Superintendent or designee. The Contractor shall incorporate OMB Circular A-133 audit requirements into all Contracts between the Contractor and its Subcontractors who are sub-recipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement circular or regulation.

NOTE: Audit requirements do not apply to “vendors” as defined in OMB Circular A-133 (those providing goods and services that are required for the conduct of the federal program).

#### **4.7. Authority of Parties**

Any individual signing this Contract on behalf of the Contractor represents and warrants that such individual has authority to do so and to bind the Contractor to the terms and conditions set out in this Contract.

#### **4.8. Authority of Parties.** Any individual signing this Contract on behalf of the Contractor represents and warrants that such individual has authority to do so and to bind the Contractor to the terms and conditions set out in this Contract.

#### **4.9 Background Checks**

The Contractor shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Contract. The Contractor shall prohibit any employee, subcontractor, intern or volunteer from performing work under this Contract who has pled guilty to or been convicted of any felony crime involving the

physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor child under RCW 9A.64.030, a felony violation of RCW 9A.88.010, indecent exposure; a felony violation of chapter 9A.42 RCW involving physical neglect; a felony violation of chapter 9A.32RCW; a violation of RCW 9A.36.011, assault 1; 9A.36.021, assault 2; 9A.26.120, assault of a child 1; 9A.36.130, assault of a child 2; or any other felony violation of chapter 9A.36 RCW involving physical injury except assault 3 where the victim is eighteen years of age or older; a sex offense as defined in RCW 9A.40.030; a violation of RCW 9A.40.020, kidnapping 1; or 9A.40.030, kidnapping 2; a violation of RCW 9A.64.030, a child selling or child buying; a violation of RCW 9A.88.070, promoting prostitution 1; a violation of RCW 9A.56.200, robbery 1 or violation of similar laws of another jurisdiction. Failure to comply with this provision shall be grounds for the District immediately terminating the Contract. The Contractor shall incorporate this requirement into every subcontract it enters relating to services with the District.

**4.10. Certification Regarding Debarment, Suspension and Ineligibility**

If federal funds are expended under this Contract, the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

**4.11. Changes in Software, Services, Equipment and Features**

The District reserves the right to purchase additional items from the Contractor's submission to the Request For Proposal for RFP # B90013S within five years after award at the prices identified in the vendor's Proposal Structure Pricing Worksheets for the same or similar software, services, equipment and features. Prices offered shall be firm through the extended period. Any decrease in price by the Contractor as published in a price list shall be passed through in total, dollar for dollar, on the effective date of such decrease.

**4.12. Compliance with Laws, Ordinances, and Regulations.** The Contractor shall comply with all local, state, and federal laws, ordinances and regulations applicable to the performance of its responsibilities under this Contract. Compliance shall include, but not be limited to, all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary to the performance of this Contract.



#### **4.13. Change in Status**

In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the District Superintendent or designee of the change. The Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

#### **4.14. Confidentiality**

The Contractor acknowledges that certain data, material or information which originates from this Contract regarding students, their parents/guardians and/or employees or volunteers may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties may be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure. The Contractor agrees to execute (sign) a Tacoma School District Confidentiality Form pertaining to the confidentiality of certain records. A copy of this form is available upon request.

#### **4.15. Consequential Damages**

In no event will the District be liable for consequential damages even if notification has been given as to the possibility of such damages.

#### **4.16. Continuing Effect**

Rights and obligations under these General Terms and Conditions, this Contract and any attachments or exhibits thereto which, by their nature should survive termination of the Contract will remain in effect after termination or expiration of all or any portion of this Contract.

#### **4.17. Contract Approval**

The District is not obligated to perform until a notification of contract award and a Purchase Order are issued to the Contractor.

The contract is effective from the date of issuance of the Purchase Order. The District shall not be responsible for work done, even in good faith, prior to approval of the Contract.

#### **4.18. Contract Personnel**

The District reserves the right to approve or disapprove the entire successful Contractor's project team members and any changes. This is to assure that persons with vital experience and skill are not arbitrarily removed from the project by the Contractor.

Prior written approval is required before changes can be made that are within the contractor's control to any Contractor personnel on this project. Contractor personnel changes not approved by the District shall be cause for the District to terminate the contract, at the District's sole discretion.

#### **4.19. Contractor Discipline**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out any of the work under this Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them under this Contract.

Any failure by Contractor to comply with this section may be grounds for the District's immediate termination of the contract, at the District's sole discretion.

#### **4.20. Contractor Commitments**

Any written commitment by the Contractor within its proposal in response to RFP # B90013S shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the District. Such commitments include but are not limited to:

- A. Any warranty or representation made by the Contractor in the RFP or proposal as to software and service performance, service availability or up-time, or other physical design or functioning characteristics of a service.
- B. Any warranty or representation made by the Contractor concerning the characteristics of the items listed in RFP # B90013S, made in any publication, drawings, or specifications accompanying or referred to in the RFP or proposal which pertains to the responsiveness of the RFP or proposal to the solicitation document.

#### **4.21. Covenant Against Gratuities**

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or anything of economic value) were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or

employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor.

The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

#### **4.22. Disputes**

Prior to the initiation of any litigation relating to this contract, the parties shall communicate in good faith in order to endeavor to resolve the dispute. The parties agree that unresolved disputes are subject to litigation, with venue lying in the Superior Court for Pierce County, Washington.

The District and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract which are not affected by the dispute.

#### **4.23. Entire Agreement**

This written Contract constitutes the mutual agreement of the Contractor and the District or designee in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein shall be binding.

#### **4.24. Established Business.** Prior to commencing performance of this contract, or prior to the time required by law or regulation, e.g., Chapter 18.27 WAC, Contractor shall be an established business with all required licenses, accreditation, registration, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the solicitation for bids, request for proposals or this contract. Contractor must have a Federal tax identifier number as required by Internal Revenue Service regulations and a uniform business identifier number (UBI) required by the Washington Department of Revenue. The Contractor shall provide proof of compliance with these requirements within ten (10) calendar days from the date of the request by the District.

#### **4.25 Ethical Conduct**

Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this Contract in violation of any law, regulation or policy that prohibits the use of public resources for political purposes.

**4.26. Force Majeure**

Except for defaults of sub-contractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or government statutes or regulations superimposed after the fact.

If a delay, or failure in performance by the Contractor arises out of causes beyond the control of both the Contractor and sub-contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

**4.27. Governing Law**

The laws of the state of Washington shall govern this Contract.

**4.28. Headings and Captions**

The headings and captions used in this Contract are for convenience only. They are not part of the agreement and do not define, limit or describe the scope of intent of the paragraphs of this Contract.

**4.29. Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the District and all directors, officials, agents, and employees of the District, from and against all claims for injuries, damages or death arising out of or resulting from the performance of its responsibilities under this Contract. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, directors, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the District for any claim arising out of or incident to Contractor's or subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, or hold harmless the District shall not be eliminated or reduced by any actual or alleged concurrent

negligence by the District or its agents, employees, directors or officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the District and its agents, employees, or officials.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition.

**4.30. Independent Capacity**

The District and the Contractor intend that an independent Contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the District. The Contractor will not hold itself out as, nor claim to be, an Officer or employee of the District by reason of this contract, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law.

**4.31. Implementation Dates**

Software, Services, Equipment (if any) and Features:

- A.** Except as otherwise provided in Paragraphs 4.32B, the Contractor shall install and provide all software, services, equipment and features listed in this RFP certified ready for use on the Implementation Dates established in any resulting contract.
- B.** Implementation dates may be changed by mutual consent of the Contractor and the District; however, consent of the Contractor is not required if, at least 20 days prior to the Implementation Date, the District defers the implementation of any service. If such event occurs, a new Implementation Date will be established by the District.
- C.** The District shall provide the Contractor access to the site(s) for the purpose of installing and providing the software, services, equipment and features on the day(s) of installation.
- D.** The Contractor shall determine that the software, services, equipment and features are ready for use. The Contractor shall then certify in writing to the District that the software, services, equipment and features are implemented and ready to be turned over to the operational control of the District.

The Contractor shall also provide to the District appropriate documentation, as defined in Section IV, to support the above certification, at which time the District will accept control of the software, services, equipment and features for the purpose of validating the implementation and performance.

- E. Notwithstanding certification by the Contractor that the software, services, equipment and features have been implemented, and are ready for use on all buses, the software, services, equipment and features shall not be deemed implemented within the terms of this Contract until such implementation is confirmed by the District through Acceptance Testing.

If the software, services, equipment and features fail to successfully pass the acceptance test, the Contractor shall be notified by phone immediately of the failure, with written confirmation to be provided in not more than five (5) working days. Control of the software, services, equipment and features shall immediately be given to the Contractor. The software, services, equipment, and features shall not be deemed acceptable until the Contractor re-certifies such implementation and the above-described testing is successfully completed.

- F. Payment will be made upon acceptance of the system by the District.
- G. In the event the Contractor fails to provide the software, services, equipment and features by the Implementation Date, liquidated damages as prescribed in Section IV, Paragraph 4.36, "Liquidated Damages" shall apply.

#### **4.32. Insurance**

- A. **Workers' Compensation Coverage.** The Contractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Contractor's employees, as hereafter by required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Contractor, and for all employees of any subcontractor retained by the Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Satisfaction of these requirements shall include, but shall not be limited to:

1. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction.
2. Purchase workers' compensation and occupational disease insurance benefits for employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under any mandatory governmental program as in "A" above, and/or;
3. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Contractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1) and 2) above shall provide for a full waiver of rights of subrogation against the District, its directors, officers, and employees.

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and the District incurs fines or is required by law to provide benefits to such employees or to obtain coverage for such employees, the Contractor will indemnify the District for such fines, payment of benefits to Contractor's or subcontractor's employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the District by the Contractor pursuant to the indemnity may be deducted from any payments owed by the District to the Contractor for the performance of this Contract.

- B. Public Liability Insurance.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including Contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed

necessary by the District, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000.00
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**4.33. Additional Insured**

The District shall be specifically named as an additional insured on all policies and all policies shall be primary to any other valid and collectible insurance

**4.34. Proof of Insurance**

Certificates and/or evidence satisfactory to the District confirming the existence, terms and conditions of all insurance required in this Contract shall be delivered to the District's employee in charge of risk management within five (5) days of the Contractor's receipt of authorization to proceed. The policy of insurance that must be maintained in accordance with this Contract shall not be cancelled or given notice of non-renewal nor shall the terms and conditions thereof be altered or amended without forty-five (45) days written notice being given to the District's Superintendent or designee.

**4.35. Licensing and Accreditation Standards**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary to the performance of this Contract.

**4.36. Delivery of Products**

All software, services, equipment, and features must be delivered to Tacoma School District and its transportation contractor's District site.

**4.37. Liquidated Damages**

**A. General:** The start of installation and implementation of software, services, equipment and features as set forth in any resulting contract(s), will be fixed so that utilization of the software, services, equipment and features are consistent with the timing schedules of the District's programs. If any of the software, services, equipment or features, are not installed and implemented within the times specified in the contract, the delay will interfere with the proper implementation of the District's programs, to the loss and damage of the District. Due to the nature of the situation, it would be impractical and extremely difficult to fix actual damages sustained in the event of any such delay.



The District and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be one hundred dollars (\$100.00) each day for each affected vehicle and the District and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the District as liquidated damages may be deducted by the District from any money payable to the Contractor.

The District shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the District deducts such sums from money payable to the Contractor.

**B. Implementation Delays Caused by the Contractor:**

1. If the Contractor does not install the software, services, equipment and features included in this Contract (or suitable substitutes pre-authorized as acceptable to the District), ready for use on or before the Implementation Date(s) set forth in the contract, the Contractor shall be liable for fixed liquidated damages as specified in Section IV, Paragraph 4.36. Such liquidated damages shall be in lieu of all other damages for such non-installation. Liquidated damages shall accrue for each calendar day between the Implementation Date specified in the contract and the date the software, services, equipment and features are certified ready for use.
2. If the implementation of software, services, equipment and features are delayed more than fifteen (15) calendar days, then by written notice to the Contractor, the District may terminate the right of the Contractor to install and may obtain substitute software, services, equipment and features in accordance with the provision of Section IV, Paragraph 4.46, "Rights and Remedies of School District for Default".

In this event, the Contractor shall be liable for liquidated damages, in the amounts specified in Section IV, Paragraph 4.36 until substitute software, services, equipment and features are installed, ready for use, or thirty (30) days from the Implementation Date, whichever occurs first.

#### **4.38. Non-Discrimination**

The Contractor shall comply with all the federal, state, and local non discrimination laws, ordinances, regulations and policies, which are otherwise applicable to the District. Accordingly, no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, gender expression or identity, pregnancy, or the presence of any sensory, mental, or physical disability, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the Contractor and its agents under this Contract. Harassment on the basis of any of the foregoing conditions is strictly prohibited. The Contractor shall notify the Superintendent or designee immediately of any determination made by any court, federal, state or local agency within jurisdiction that it has violated federal, state, or local law or ordinance in the performance of the work under this contract. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further contracts with the District.

- 4.39. Opportunity to Cure Default.** In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the District Purchasing Manager, in his/her sole discretion, may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, the District may do one or more of the following:
- a. Exercise any remedy provided by law;
  - b. Terminate this contract and any related contracts or portions thereof;
  - c. Suspend Contractor from receiving future solicitations or other bidding opportunities.

#### **4.40. Patent, Copyright and Trade Secret Protection**

- A.** The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the software, services, equipment and features supplied by the Contractor infringes a United States patent or copyright or violates a trade secret.

The Contractor shall pay those costs and damages finally awarded against the District in any such action. Such defense and payment shall be conditioned on the following:

1. That the Contractor shall be notified within a reasonable time in writing by the District of any notice of such claim; and,
2. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the District shall have the option to participate in such action at its own expense.

**B.** Should the software, services, equipment and features, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright, or a trade secret, the District shall permit the Contractor at its option and expense either to procure for the District the right to continue using the software, services, equipment and features or to replace or modify the same so that they become non-infringing.

If neither of these options can reasonably be taken, or if the use of such software, services, equipment and features by the District shall be prevented by injunction, the Contractor agrees to cancel such software, services, equipment and features and refund any sums the District has paid Contractor less any reasonable amount for use or damage and make every reasonable effort to assist the District in procuring substitute software, services, equipment and features. Contractor shall be responsible for any additional costs incurred by the District to acquire substitute software, services, equipment and features. If, in the sole opinion of the District, the canceling of such infringing software, services, equipment and features make the retention of other products acquired from the Contractor under this contract impractical, the District shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to cancel such products and refund any sums the District has paid Contractor less any reasonable amount for use or damage.

**C.** The Contractor shall have no liability to the District under any provision of this Paragraph with respect to any claim of patent, copyright, or trade secret infringement, which is based upon:

1. The combination or utilization of software or other material furnished hereunder with software, material, equipment or devices not made or furnished by the Contractor.
2. The modification by the District of the software, material, equipment or devices furnished hereunder.

#### **4.41. Payments**

The District shall not make payments in advance or in anticipation of software, services, equipment, features or supplies to be delivered under this Contract. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract, and (2) acceptance and certification by the District's Superintendent or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this Contract, (1) all acceptable vouchers for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor, and (2) all expenses necessary to the Contractor's performance of this Contract shall be borne in full by the Contractor.

- 4.42. Performance.** Acceptance by the District of any unsatisfactory performance with or without objection or reservation shall not release the Contractor from any responsibilities imposed by the contract or by law and shall not be deemed a waiver of the right to claim damage for breach or to terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

#### **4.43. Protection of Materials and Equipment**

The Contractor shall be held responsible for any and all software, services, equipment, features and materials to be installed under this Contract and will be required to make good at its own cost any injury or damage which said software, services, equipment, features or materials may sustain from any source or cause whatsoever before final acceptance thereof.

#### **4.44. Purchase Prices and Payment Schedules**

- A.** Purchase prices for all software, all services, all equipment and all features under this contract shall be as provided in response to Section III, paragraph 3.8.
- B.** The consideration to be paid the Contractor shall be in compensation for all of the Contractor's work and expenses incurred in the performance hereof, not including travel and per diem, unless otherwise expressly provided.

#### **4.45. Records, Documentation and Reports**

The Contractor shall maintain complete financial records relating to this Contract and complete records documenting the services rendered under this Contract, including all books, records, documents, magnetic media, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the District's Superintendent and state and federal officials so authorized by law, rule, regulation or agreement. The Contractor will retain all books, records, documents, and other materials relevant to this Contract for seven (7) years after the date of final payment by the District's Superintendent or designee, and make them available for inspection by persons authorized under this provision. If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### **4.46. Review**

The parties to this Contract have had the opportunity to review it with their respective legal counsel and execute it knowingly and voluntarily with full knowledge of its contents. It shall not be construed more strictly against one party than the other.

#### **4.47. Right of Inspection**

The Contractor shall provide right of access to its facilities to the District's Superintendent or designees at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the District. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

#### **4.48. Rights and Remedies of School District for Default**

A. In the event any software, services, equipment and features furnished by the Contractor in the performance of this contract should fail to conform to the specifications for them, the District may reject the same, and it shall be the Contractor's responsibility to reclaim and remove the same promptly, without expense to the District, and to immediately replace all such rejected software, services, equipment and features with others conforming to such specifications; provided that should the Contractor fail, neglect or refuse to do so, the District shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such

software, services, equipment and features and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in this contract and the actual cost thereof to the District.

**B.** In the event the Contractor shall fail to make prompt delivery as specified of any service, the District shall have the right to purchase in the open market and to reimbursement as set forth in A above shall apply, except as otherwise provided in Section IV, Paragraph 4.24, "Force Majeure".

**C.** In the event of the cancellation of this contract either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the District in procuring any software, services, equipment and features, which the Contractor agreed to supply, shall be borne and paid for by the Contractor.

**D.** The rights and remedies of the District provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or the contract.

**4.49. Risk of Loss or Damage**

The District shall be relieved from all risks of loss or damage to the software, services, equipment and features under this contract prior to installation dates established in the contract, except when such loss or damage is the fault or due to the negligence of the District.

**4.50. Security**

All Contractor personnel will be identified when on District property by a picture identification badge.

**4.51. Severability**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

**4.52. Site Preparation**

The District will make available to the Contractor space in a warehouse

maintenance bay, or other suitable location, as appropriate to facilitate the Contractor's installation requirements. Proposers should indicate in their proposal if they have any extraordinary installation requirements.

**4.53. Subcontracting**

Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the Superintendent or designee. In no event shall the existence of any subcontract operate to release or reduce liability of the Contractor to the District for any breach in the performance of the Contractor's duties. This clause does not include Contracts of employment between the Contractor and personnel assigned to work under this Contract.

**4.54. Tobacco/Drug/Weapon Prohibition**

District property is a tobacco, drug, and weapon-free environment. Contractor shall ensure that its personnel, as well as that of its subcontractors and supervising personnel, shall conform to this policy at all times while on District premises.

**4.55. Term and Amount of Contract**

The term of this contract, if applicable, shall be as stated on the face of the District's Invitation for RFP and Purchase Order Forms, or Standard Agreement Form, subject to the availability of funds. The maximum amount of this contract shall not exceed that amount stated on the face of the District's Purchase Order, payable solely from funds appropriated for the purpose of this contract. This amount may be changed during the term of this contract only by amendment to this contract. This contract is effective on the District's Purchase Order issuance date.

**4.56. Termination for Convenience**

Except as otherwise provided in this Contract, the District's Superintendent or designee may, by thirty (30) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this Contract is so terminated, the District shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination.

**4.57. Termination for Default**

The District may terminate this Contract for default, in whole or in part, by written notice to the Contractor if the District's Superintendent or designee has a reasonable basis to believe that the Contractor has:

- A.** Failed to meet or maintain any requirements for Contracting with the District;
- B.** Failed to ensure the health or safety of any client for whom services are being provided under this Contract;
- C.** Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- D.** Violated any applicable law or regulation.

In such event, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or subcontractor's control, fault or negligence, then the termination shall be deemed a "Termination for Convenience" as defined in Section IV, Paragraph 4.52.

#### **4.58. Termination Due to Funding Limitations**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the District's Superintendent or designee may, without advance notice and without liability for damages, terminate the Contract.

#### **4.59. Termination Procedure**

Upon termination of this Contract, the District's Superintendent or designee, in addition to other rights provided in this Contract, may require the Contractor to deliver to the District any property, including, but not limited to records, specifically produced or acquired for the performance of such part of this agreement as has been terminated.

The District shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the District and the amount agreed upon for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the District, and (d) the protection and preservation of the property, unless the termination is for default, in which case the District shall determine the extent of the liability.



Failure to agree with such determination shall be a dispute within the meaning of Section IV, Paragraph 4.20, "Disputes" clause for this Contract. The District may withhold from any amounts due to the Contractor such sum as the District's Superintendent or designee determines necessary to protect the District against potential loss or liability.

The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:

- A. Stop work under this Contract on the date and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to the District, in the manner, at the times, and to the extent directed by the District, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the District has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the District to the extent the District may require, which approval or ratification shall be final for all the purpose of this clause;
- E. Complete performance on such part of the work not terminated by the District; and
- F. Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

#### **4.60. Training for the District**

The Contractor agrees to provide informal, "hands on" training (instruction) for Transportation Department members in the operation of the product, services, equipment and features at mutually agreeable times prior to, or

subsequent to, product, software, services, equipment and features installation. The Contractor also will provide training for bus mechanics on minor repairs and troubleshooting as needed. In addition, the Contractor will provide a member of the District's Technical Services Department with additional technical training (e.g., database, operation of system, etc.) as needed for support of the proposed application software. The Contractor will provide this training at no additional charge.

**4.61. Waiver**

Any express waiver or failure to exercise promptly any right under this Contract will not create a continuing waiver or any expectation of non-enforcement.

----- **End of Section IV** -----

**Tacoma School District – RFP # B90013S**

**ATTACHMENTS SECTION V**

**ATTACHMENTS**

**Attachment A – Signature Page Form**

**Attachment B – Customer Reference Form**

**Attachment C – Sub-Contractor Information Form**

**Attachment A – Signature Page Form**

**Tacoma School District No. 10 – RFP # B90013S**

**Signature Page**

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

NAME (printed) \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

CORPORATE SEAL \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_  
(e.g., Washington, Oregon, Arkansas, etc.)

TYPE OF COMPANY \_\_\_\_\_

**----- End of Attachment A -----**

**Attachment B – Customer Reference Form**

**Tacoma School District No. 10 – RFP #B90013S**  
**Customer Reference Form**

Company/Organization \_\_\_\_\_

Contact Name \_\_\_\_\_ Title: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX # \_\_\_\_\_

Internet Address \_\_\_\_\_

This customer is a reference for a GPS system operating on school buses. Yes\_\_\_ No\_\_\_

**----- End of Attachment B -----**

**Tacoma School District – RFP # B90013S**

**Sub-Contractor Information Form**

**(Required Section II, Paragraph 8)**

The following sub-contractor(s) listed have agreed to provide services to fulfill the requirements of this RFP. If awarded the Contract, the successful vendor will subcontract with those indicated below for the performance of work designated. Failure to name subcontractors on this form shall render the vendor's proposal non-responsive and therefore, void.

**#1. Sub-Contractor Name:**

- A. Work Description:
- B. Address:
- C. Telephone:
- D. Percentage of Total Work:

**#2. Sub-Contractor Name:**

- A. Work Description:
- B. Address:
- C. Telephone:
- D. Percentage of Total Work:

**#3. Sub-Contractor Name:**

Attachment C, Sub-Contractor Information Form

- A. Work Description:
- B. Address:
- C. Telephone:
- D. Percentage of Total Work:

----- End of Attachment C -----



Response to Request for Proposal

Tacoma School District No. 10

Request for Proposals for  
GPS Systems for School Buses

RFP No. B90013S

By

Zonar Systems, Inc.  
18200 Cascade Avenue South, Suite 200  
Seattle, Washington 98188





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# **Letter of Transmittal & Introduction**

## **Letter of Transmittal**

July 27, 2009

Tacoma School District No. 10  
Purchasing Department  
3321 South Union Avenue  
Tacoma WA 98409-3194

Dear Review Committee,

Please accept the accompanying proposal in response to the release of the Request for Proposal for Tacoma School District No. 10's Request for Proposal RFP No. B90013S, GPS System for School Buses. In accordance with the Proposal Submittal Requirements section of that document, the following information has been included in this proposal:

1. Letter of Transmittal (This document)
2. GPS System Written Submittal Requirements (Sections 3.1 and 3.2 of the RFP)
  - A. District Requirements
  - B. System Use
  - C. Hardware
  - D. System Benefits
  - E. Software
  - F. Support
  - G. Warranty
  - H. Additional Features
  - I. Installation and Implementation
3. Pricing (Section 3.3 of the RFP)

I hereby acknowledge and accept the terms and conditions of your Request for Proposal released on July 8, 2009. I also certify that Zonar Systems, Inc. agrees to the standards and conditions outlined in the RFP.

Sincerely,

Jerry Ward  
Vice President, Sales

# **Introduction Section**

**Zonar Systems, Inc. is pleased to provide the following competitive proposal to Tacoma School District' Request for Proposal for Global Positioning Sensor System.**

## Introduction -- General Qualifications and Work Experience

Zonar Systems' prime business mission is to partner with pupil and transit fleet operators in support of their mission to provide safety and security for their passengers and drivers coupled with fleet productivity and efficiencies.

Zonar's telematics solution suite is developed from working relationships between our nationally recognized pupil and transit subject matter experts on our staff and our many school district and transit users.

We work with our user community to support their needs for safety inspections, vehicle tracking, student tracking, panic alerts, emergency messaging and fleet management.

As a result of these symbiotic partnerships, **Zonar is acknowledged as the industry standard.** The picture from the NAPT's home page web site and Zonar's many trade association affiliations serves to demonstrate the giant footprint of Zonar:



Zonar's simple "Tag Once, Track Regularly and Know Always" system delivers an expansive set of benefits. You won't find a company more committed to partnering with fleets to improve their businesses — economically, efficiently and with environmental sensitivity.

We believe you will find our response details the administrative and technical requirements of the RFP and demonstrates our competence and qualifications in providing the right mix of products and services required for your district. The cost and prices for the products and services listed is competitive and comprehensive. We anticipate receiving the highest rating based upon our response to all criteria set forth in the RFP. We look forward to partnering with the Tacoma School District as you continue your leadership in delivering best practices for pupil transportation.












**For more general information about Zonar Systems, Inc. visit:**

**[HTTP://WWW.ZONARSYSTEMS.COM/ZONAR\\_COMPANY.HTML](http://www.zonarsystems.com/zonar_company.html)**

## Introduction -- One-stop Shop for Comprehensive Fleet Telematics

Zonar Systems is the dominant commercial vehicle telematics provider offering commercial-off-the-shelf products. Unlike other telematics hardware suppliers, Zonar is not a technology or a hardware looking for an application; rather our technology was conceived and borne from the program needs of our large pool of pupil and transit fleet users.

- Our GPS units are installed on more than half of GPS equipped school buses throughout North America far surpassing all other GPS providers.
- We are currently the third largest provider of telematics equipment (a product classification which includes GPS) for commercial vehicles.
- Zonar was awarded the Frost and Sullivan North American School Bus Telematics Product Innovation of the Year Award.
- Our technologies and Ground Traffic Control user applications are mature and ready to deploy.
- Zonar has a proven commitment to a continuous product improvement program.

TELEMATICS FUNCTIONS & FEATURES	ZONAR SYSTEMS TELEMATICS SOLUTIONS	
MULTI-FUNCTION GPS, CELLULAR GPS, EVIR, ZING, ZPASS COMM		HD-GPS GPS & GSM
VEHICLE SUBSYSTEM DATA FAULT CODES EVENT LAT/LONG/TIME STAMP		J3™ ENGINE & VEHICLE DIAGNOSTIC
SAE DIAGNOSTIC CODES ECU KEY INDICATORS CHECK ENGINE STOP ENGINE ROUTE MAP LINKED		VIRTUAL MECHANIC™
FLEET MANAGEMENT APPLICATION WEB ENABLED OPEN SYSTEM INTEGRATION TO ROUTING, MAINTENANCE & WORKFORCE SYSTEMS		GROUND TRAFFIC CONTROL™ DATA & REPORTING FOR ALL ZONAR TELEMATICS
ROUTE PLANNING PLAN VERSUS ACTUAL 2-WAY MESSAGING		ZING™ INTELLIGENT NAVIGATION AND GUIDANCE
ALERT MESSAGES: IDLE, SPEED, STUDENT CHECK, GEOFENCE, FAULT CODE		ALERTING SUITE
ELECTRONIC, RFID, VERIFIED PRE-POST TRIP DRIVER ELECTRONIC DVIR SAFETY & EQUIPMENT INSPECTION		EVIR®
DRIVER MESSAGING TURN-BY-TURN INSTRUCTIONS EMERGENCY ALERTS		GARMIN INTEGRATION
DRIVER EMERGENCY, PANIC SECURITY, CRASH, EMERGENCY ALERT		DRIVER PANIC BUTTON
STUDENT RIDER TRACKING RFID ENABLED		ZPASS™
ONBOARD COMPUTING		INTEGRATED ONBOARD COMPUTING

For more information on Zonar telematics products for pupil transportation visit:

[HTTP://WWW.ZONARSYSTEMS.COM/ZONAR\\_PRODUCTS.HTML](http://www.zonarsystems.com/zonar_products.html)

## Introduction -- Proven Customer Satisfaction

Our industry expertise, regulatory knowledge, technical capability, and system implementation experience, combined with customer input and strong technology partners create customer-driven ingenuity that is unsurpassed in the industry. Zonar Systems' nearly ten years of experience working with pupil transportation departments has given us a strong background in the special requirements of school bus implementations.

With our large GPS-installed school bus base in North America, our implementation and training experiences have instilled us with the knowledge to create a comprehensive plan for the Tacoma School District #10. We have successfully implemented our equipment on fleets ranging from one asset to fleets with over 50,000 assets. Solid, well-run implementations are at the core of the Zonar Systems experience.

- Zonar professionals represent hundreds of combined years of experience in pupil transportation including staff with experience as transportation directors and national pupil transportation leadership positions.
- Our customer support and training, technical services and project management teams have the knowledge and necessary skills to achieve a successful implementation and positive Zonar experience.
- Customers continually recommend Zonar Systems' service and support to their colleagues, giving us a NetPromoter rating on par with much larger companies including SAS and Apple.

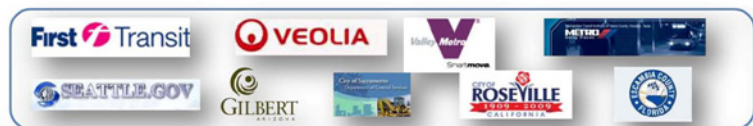
### Examples of School District Users



### Examples of Pupil Transportation Contractor Users



### Examples of Transit and City Users



### Examples of Private Sector Users



**For more about the positive experience our customers are reporting visit:**

[HTTP://WWW.ZONARSYSTEMS.COM/COMPANY/TESTIMONIALS.HTML](http://www.zonarsystems.com/company/testimonials.html)

## Introduction -- Zonar's Open Systems Integration Partners

The success of our customers has been enhanced by Zonar making available and enabling implementation of leading edge solutions; solutions that simplify workloads and improve processes while adhering to strict safety and compliance regulations. Our partners — from maintenance, diagnostic, planning, and telematics providers to solution integrators — play a key role working with Zonar in delivering those results.

- Zonar Systems adheres to an open standards protocol.
- All our product software is developed to allowing third-party applications such as routing, maintenance, and cameras the ability to integrate with our system.
- Our products eliminate the interoperability barriers created with restrictive proprietary products.
- The benefit to your District from our open systems approach is the flexibility to shop and compare third-party vendors and not be tied to a single source



**For more information on our open system standards and our integration partners visit:**

**[HTTP://WWW.ZONARSYSTEMS.COM/ZONAR PARTNERS.HTML](http://www.zonarsystems.com/zonar_partners.html)**



# **A. District Requirements**

## District GPS Requirements

### 3.1 GPS System

The District's requirements for a GPS system are as follows:

- The system user interface is a web-based data management application. It must be password protected with no additional software required to install on the user's computers. Access should be available through any internet-connected computer with a web browser.

**Zonar System's Response:** Zonar System's Ground Traffic Control (GTC) data management application is a web-enabled system hosted by Zonar Systems in our secure data center. It is accessible using a standard web browser from an internet-connected computer. There is no hardware or software installation requirement for the district in order to access GTC.

- The real-time display/map provided by the system must be able to show locations of all vehicles simultaneously

**Zonar System's Response:** GTC offers comprehensive reporting that allows real-time display of all vehicles in the fleet simultaneously on one map screen. Additionally, individual assets can be selected and displayed using specific criteria such as vehicle power on/off or pre-set geographic zones. Even a snapshot of a short breadcrumb trail can be shown using our location reporting.

- The system allows for the bus to be tracked throughout the day in as close to a real time basis as is practical without interfering with radio communications with the buses ("Real time" is defined as being able to achieve update rates when each bus is moving of between 30 seconds to 2 minutes. Updates will provide all GPS collected data since the last report.)

**Zonar System's Response:** Your vehicles will be tracked in real-time using our cellular-based GPS system. Our devices are FCC approved and will not interfere with existing radio systems. Our system meets and exceeds the stated update rate requirement of sending all GPS data including location updates every 30 seconds to 2 minutes.

- The system is capable of providing history reports (data will be available for a minimum of one year)

**Zonar System's Response:** All GPS data is retained in GTC for one year and can be archived from GTC using the path export feature. Historical reporting can be performed on all data retained in GTC.

- The system must have its own interactive mapping capability for use by end users for monitoring and tracking buses

**Zonar System's Response:** GTC uses BING Maps for Enterprise and is included in your system at no additional charge. Additionally, your own custom maps can be loaded to GTC.

- It is preferred, but not required, that the system will interface with a transportation planning software program such as Edulog or Trapeze

**Zonar System's Response:** Route planning information from programs such as Edulog and Trapeze can be compared with and compared with actual routes from Ground Traffic Control. Using the Zonar Intelligent Navigation and Guidance (ZING) application, provided free of charge with all systems and accessible via the web, you can compare planned versus actual routes.

- The data transmission method should be cellular

**Zonar System's Response:** Zonar Systems uses the Global System for Mobile Communications (GSM) network for all cellular communication. The GSM network is the most used cell phone technology in the world, providing an established, comprehensive network that allows your vehicles to move across town or across the country while keeping your data costs low. Additionally, with Zonar Systems' annual service package you pay one bill for all communication. All cellular communication costs, data handling, software access and maintenance, and 24/7/365 live, telephone, and email support costs are included in your low annual service fees. The district is not required to shop and maintain your own cellular communications plan – this is all included in your one low annual fee.

- Equipment can be installed in a location that deters theft and vandalism such as the front bulkhead.

**Zonar System's Response:** Zonar Systems' equipment is generally installed to ensure proper functionality and deter vandalism and theft. Many of our installations are performed in bulkheads, under dashes, behind seats, or in separate compartments to ensure your equipment stays protected from weather, passengers or vandals.

- The unit can be automatically turned on by the ignition switch, and will automatically turn off after a predetermined time once the ignition is turned off.

**Zonar System's Response:** The GPS unit will be wired to actively monitor vehicle information when the ignition switch is in the on position. When the ignition is switched to the off position the unit will send all GPS data and then enter sleep mode where it draws less than 200 milliamps.

- The GPS system is capable of logging the vehicles speed, direction, time, latitude and longitude and report the following:

**Zonar System's Response:** Zonar Systems' GPS unit tracks your vehicle in four dimensions: latitude, longitude, time and odometer. All speed, direction and time data is collected as well.

- If a bus is idling, position will be reported at a minimum of every two minutes

**Zonar System's Response:** Position data for idling vehicles is reported at a minimum of every two minutes.

- Buses will report every turn of more than 30 degrees

**Zonar System's Response:** Buses report every turn regardless of angle.

- Buses will report "stop paddle out" whenever the stop paddle is deployed

**Zonar System's Response:** Up to 5 discrete events can be measured and reported via the GPS unit including stop paddle, door open/close, amber lights on/off, or any event of your choice.

- Buses will report door opening

**Zonar System's Response:** Up to 5 discrete events can be measured and reported via the GPS unit including stop paddle, door open/close, amber lights on/off, or any event of your choice.

- Buses will report every stop and ignition on/off

**Zonar System's Response:** All vehicle motion is recorded including starts, stops, ignition on/off, and all idles.

- The system will display inactive vehicles (ignition off) according to their last known status and location.

**Zonar System's Response:** All inactive (ignition off) vehicles are displayed in the Location report according to their last known status and location. To prevent theft and ensure the safety of your vehicles, location information is updated every 24 hours even if the vehicles are not operated.

- The system must have capability for additional functionality, for example student tracking, panic button, engine monitoring sensors, and features that enhance bus safety and/or security.

**Zonar System's Response:** Zonar Systems offers a full telematics suite including the ZPass system for student tracking, a panic button, the J3 Engine Control Unit Interface, and the EVIR Electronic Vehicle Inspection Report to enhance safety and security of your vehicles and passengers.

## **B. System Use**

## Ground Traffic Control

Zonar's web-based telematics application, Ground Traffic Control, provides real-time visibility into all your data, including GPS vehicle information. Extensive administrative functionality enables you to easily set permissions for accessing, reporting, viewing and exporting the data – great for a decentralized operation. Using an open systems approach (OMI), Ground Traffic Control also allows you to share data with complementary applications using XML data exchange.

*An example screen shot of Zonar's GPS Location report.*

The screenshot shows the Zonar Ground Traffic Control web application interface. At the top, there's a navigation bar with links like Home, Inspections, Drivers, Assets, GPS, Reports, and Help. Below this, a search bar is present with a dropdown menu for 'jump to zone' and a text input for 'address, city or ZIP'. The main content area features a map of a residential area with a red pin indicating a vehicle location. A pop-up window displays details for '9000\_Brett': Speed (0.0 Mile/Hour), Heading (NW), Date (2009-06-05 12:38:41-07), and Power (off). To the left of the map, there are controls for 'Last Location Controls', including a list of assets (9000\_Brett, -- all assets --) and a 'Zone Filter' dropdown. Below these are checkboxes for 'Only show vehicles with power on', 'Auto-update every 30 sec', 'Show trails', 'Save Zoom Setting', and 'Hide pop-ups'. A 'Generate Report' button is also visible. At the bottom, a table titled 'Last Reported Location Results' shows the data for the selected asset.

Asset No.	Last Entry	Speed	PWR	HDG	Zone	Address
9000_Brett	2009-06-05 12:38	0.0 mph	off	NW	South Sound	

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(phone) 877-843-3847 (fax) 206-878-3082  
support@zonarsystems.com

Connected to: demo  
User: zonar  
Language: en  
Time Zone: US Pacific  
Version: 2.38.0  
GPS Version: 1.20.0  
DB Version: 3.4.53.0

Key features and benefits include:

- **Web-based:** Easy deployment, unlimited users (no per-user licensing fees), regular software enhancements and updates.
- **Microsoft Virtual Earth Maps:** Current, detailed, loaded with features and functionality.
- **Open System:** Integrates with third-party applications.
- **Comprehensive Reporting:** Extremely fast database reporting, hosts of built-in exception reports.
- **Simple User Interface:** Exceptionally easy to use.

Superior data mining algorithms enable Ground Traffic Control to effortlessly distill data quickly providing a detailed view of asset utilization, fuel consumption, repair status, and labor savings. Real time, exception-based reports simplify compliance, public inquiries, current and historical analysis.

The Ground Traffic Control user interface follows straightforward, commonly used layouts and terminology, providing easy, intuitive use. Ease of use is further enhanced by the use of Microsoft Virtual Earth Maps, which is universally used by the general public.

Zonar's expandable architecture allows fleet operators to record workflow processes through up to 5 discrete inputs such as stop-arm, door, amber lights, panic button as well as Zonar's Electronic Vehicle Inspection Report or Z Pass Passenger Tracking system. Ignition is also wired to the HD-GPS device, showing true idle time and related events. Other details captured by the device include Cold Start, Motion Start, Motion Stop, Speed, Distance, Heading, Stop Time, Idle Time, Passenger Entry, Passenger Exit, plus Five (5) Discrete Inputs.

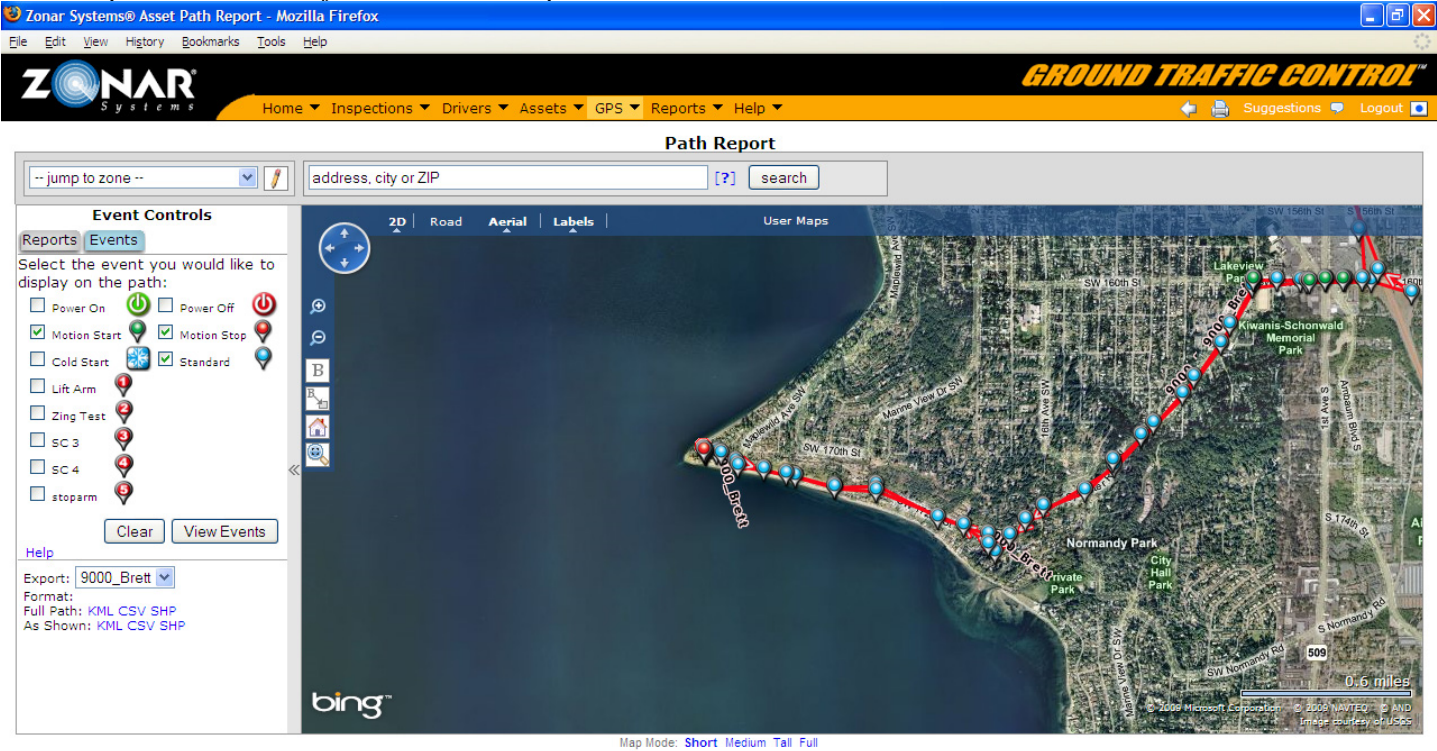
Ground Traffic Control, Zonar's web-hosted application, shows up to 200 log points on a given path on the mapping user interface. Every log point is available (no limits) in CSV, KML or ESRI Shape File formats.

Further, alerts can be setup using Ground Traffic Control for nearly every conceivable parameter linked with an event and are delivered through the application, via email or by text message to a cellular phone or PDA. The most common uses of this feature are:

- Geofence entry or exit (available in current or historical views)
- Emergency notification (panic button)
- Incomplete pre-trip, post-trip inspection or Passenger check
- Excessive speeding
- Excessive idling
- Low vehicle battery voltage warning

Here are some of the most frequently used GPS reports from Zonar's Ground Traffic Control:

An example screen shot of Zonar's Path report with Events.



Path Report Data									
Row 1 to 1 of 1									
Page 1									
Asset No.		Graph	Date Range		Distance	Max Speed	Max Idle	Max Stop	Export
			from	to					
9000_Brett			2009-06-05 11:43	2009-06-05 12:38	28.8 Miles	79.3 mph	00:02:25	11:43:54	

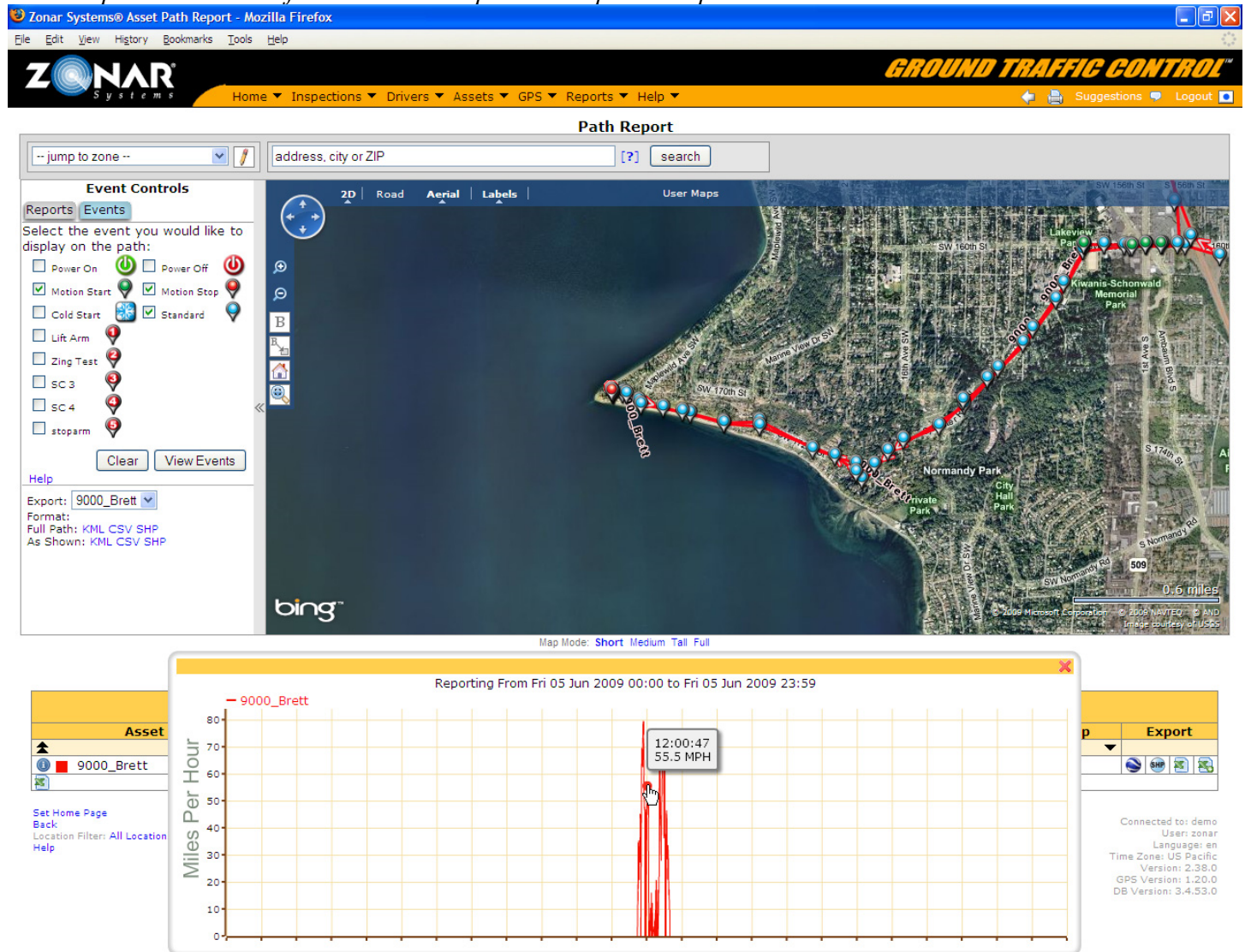
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Connected to: demo  
User: zonar  
Language: en  
Time Zone: US Pacific  
Version: 2.38.0  
GPS Version: 1.20.0  
DB Version: 3.4.53.0



An example screen shot of Zonar's Path report with Speed Graph.



**Idle Controls**

Filter to view which assets were idle.

**Asset No:**

**Idles occurring except** anywhere














**Date Range:**  
 from: 2009 Jun 5 00:00  
 to: 2009 Jun 5 23:59

**Only include Times:**  
 longer than HH 01 SS

Associate Drivers: ☐  
 Show Emissions: ☒  
[Report Preferences](#)

[Generate Report](#)

**Total Idle Emissions**  
from: 2009-06-05 00:00 PDT to: 2009-06-05 23:59 PDT

Row 1 to 1 of 1												
Page 1												
Asset No.	Idle Count	Max Idle	Max Idle Zone	Total Idle	All Details idle times	Cost	CO	NOx	HC	PM	CO2	
 9000_Brett	 2	 00:02:25	 Washington	 00:03:49	 <a href="#">view all</a>	 \$0.25	 1	 5	 0	 0	 293	
			Total:	00:03:49		\$0.25	1	5	0	0	293	

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DB Version: 3.4.53.0

An example screen shot of Zonar's Audit report, used with geofencing.

**Zonar Systems® Asset Audit Report - Mozilla Firefox**

File Edit View History Bookmarks Tools Help

**ZONAR Systems** Home Inspections Drivers Assets GPS Reports Help Suggestions Logout

**Audit Report**

Show form

-- select a zone to highlight --

**Asset: 9000\_Brett**

Time	IN/OUT	Zone	Miles	Idle	Stop	Travel	Avg mph	Max mph	Duration	Elapsed
2009-06-05 00:00:00			0	-	-	-	-	-	-	00:00:00
11:59:25	IN	Bartell Drugs Yard	10.7	-	-	-	-	-	-	00:00:00
12:00:02	OUT	Bartell Drugs Yard	11.1	-	-	00:00:37	40.0	48.8	00:00:37	00:00:37
12:02:18	OUT	South Sound	13.0	-	-	00:02:16	50.4	56.5	00:02:16	00:02:53
12:20:53	IN	South Sound	16.2	00:03:49	-	00:14:46	9.9	54.4	00:18:35	00:21:28
23:59:00			16.2							
<b>Total:</b>				<b>00:03:49</b>	<b>00:00:00</b>	<b>00:17:39</b>				

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GPS Version: 1.20.0  
DB Version: 3.4.53.0

Ground Traffic Control provides a comprehensive list of reporting capabilities delivered in exportable map and tabular perspectives, as well as CSV, KML and ESRI Shape File formats.

An example screen shot of Zonar's Mileage report, including export functions.

**Zonar Systems® Mileage (GPS Based) - Mozilla Firefox**

File Edit View History Bookmarks Tools Help

**ZONAR Systems** Home Inspections Drivers Assets GPS Reports Help Suggestions Logout

**Mileage Report**

Show form

**Mileage Report Results**  
Row 1 to 3 of 3  
Page 1

Asset	Zone	Date Range		Distance Traveled
		from	to	
9000_Brett	all	2009-06-05 11:43	2009-06-05 12:38	28.8 Miles
Fallon_Pilot	all	2009-06-05 00:07	2009-06-05 13:06	18.1 Miles
9027_Wheatley	all	2009-06-05 06:13	2009-06-05 09:45	6.6 Miles
<b>Total:</b>				<b>53.5 Miles</b>

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Language: en  
Time Zone: US Pacific  
Version: 2.38.0  
GPS Version: 1.20.0  
DB Version: 3.4.53.0

Opening demo-GPS-mileage-05-Jun-2009.csv

You have chosen to open  
demo-GPS-mileage-05-Jun-2009.csv  
which is a: Microsoft Office Excel Comma Separated Values File  
from: https://demo.zonarsystems.net

What should Firefox do with this file?

☒ Open with Microsoft Office Excel (default)

☐ Save File

☐ Do this automatically for files like this from now on.

OK Cancel



An example screen shot of Zonar's ESRI GIS file import functionality, used to view maps and analyze data from other sources.

**Last Reported Location**

Asset No.: (select up to 5)

- 9000\_Brett
- all assets --
- all assets --
- all assets --
- all assets --

Zone Filter: -- select one --

☐ Only show vehicles with power on

☐ Auto-update every 30 sec

☐ Show trails

☐ Save Zoom Setting

☐ Hide pop-ups

[Generate Report](#)

**9000\_Brett**

Speed	0.0 Mile/Hour
Heading	NW
Date	2009-06-05 12:38:41-07
Power	off

[Zoom here](#)

**Last Reported Location Results**  
Row 1 to 1 of 1  
Page 1

Asset No.	Last Entry	Speed	PWR	HDG	Zone	Address
9000_Brett	2009-06-05 12:38	0.0 mph	off	NW	South Sound	<a href="#">Get Addresses</a>

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Version: 2.38.0  
GPS Version: 1.20.0  
DB Version: 3.4.53.0

## Payroll Systems

Zonar's Ground Traffic Control is commonly used as a workforce productivity and payroll audit application. When coupled with Zonar's patented Electronic Vehicle Inspection device, Fleet Managers now have the ability to compare normal time and attendance clock events with time and date stamped vehicle inspection data and yard entry and exit. The result is a powerful tool that saves money, improves productivity and fosters accountability.

An example screen shot of Zonar's GPS Timecard Report:

**GPS Timecard**

Start: 2009 March 12 End: 2009 March 12 Labor Rate: \$22 /hour

Pre-Trips: All, BUS PRE-TRIP, STUDENT CHECK

Post-Trips: All, BUS PRE-TRIP, STUDENT CHECK

Delay Thresholds: Exit: 1 min, Entry: 1 min

Name	Date	Asset	Start	End	Length	GPS Start	Delay	Asset	GPS Stop	Start	End	Length	Delay	Total	Overhead
Printz, Tom	2009-03-12	9007_Home	08:17	08:20	03:19	Arizona	00:00	9007_Home	SoCal North	12:17	12:21	03:39	00:00	04:03:43	\$0.00

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User: zonar  
Language: en  
Time Zone: US Pacific  
Version: 2.38.0  
DB Version: 3.4.53.0

## Dispatch Functionality

Ground Traffic Control, provides real-time visibility into all your data, including GPS vehicle mapping features such as:

- User configurable view including both map screen and status screen simultaneously
- Zoom in, zoom out, map center, etc.
- Address lookup (geocoding)
- Print map with turn-by-turn directions
- Find closest vehicle(s)
- Create landmarks or points of interest
- Create boundaries, fences or buffers
- Select a specific vehicle for monitoring and tracking as a priority over others
- Set an auto refresh length for automatic display of vehicle locations as they change
- Ability to locate a vehicle on demand
- Discrete input/output information status

Further, alerts can be setup using Ground Traffic Control for nearly every conceivable parameter linked with an event and are delivered through the application, via email or by text message to a cellular phone or PDA. The most common uses of this feature are:

- Geofence entry or exit (available in current or historical views)
- Emergency notification (panic button)
- Incomplete pre-trip, post-trip inspection or Passenger check
- Excessive speeding
- Excessive idling
- Low vehicle battery voltage warning

# C. Hardware

## Zonar Systems HD-GPS

Zonar's High Definition Global Positioning System provides unmatched accuracy, real-time tracking and a robust web-based user interface, Ground Traffic Control. A true telematics platform, Zonar's HD-GPS integrates with vehicle functions as well as Zonar's patented Electronic Vehicle Inspection Report and Z-Pass Passenger Tracking system.

*Zonar Systems HD-GPS unit.*



Zonar's HD-GPS main chipset maintains a very high sample rate, 1 sample per second or higher. The hardware is designed to detect vehicle position and velocity using a 12 channel GPS receiver and then re-compute distance traveled at every sample. The device logs latitude, longitude, time, event and odometer at every log data point.

Key features and benefits include:

- **HD-GPS Engine:** Twelve channel, WAAS capable with a sample rate of 1 second or higher. Provides unmatched data accuracy, highly detailed path reports and accurate odometer readings.
- **GSM Cellular Transceiver:** Quad band, extensive coverage area, real time asset tracking.
- **On-board Data Storage:** Integrated flash memory, up to 40 days data storage under normal school bus operating conditions.
- **Expandable Architecture:** Record workflow processes through up to 5 discrete inputs such as stop-arm, door, amber lights, panic button as well as Zonar's Electronic Vehicle Inspection Report or Z Pass Passenger Tracking system.

Zonar's HD-GPS GPRS, GSM cellular radio provides an extensive coverage area using a national network. In addition, the on-board, integrated flash memory stores up to 40 days data storage if any unusual gaps in coverage are, ensuring a complete view of all collected data. GPS data is transmitted securely from the cellular provider using IPSEC VPN tunnels.

Zonar's *peel and stick* installation design dramatically simplifies deployment efforts and ongoing maintenance. The proposed system includes all necessary components: HD-GPS device, GPS device mounting plate, wiring harness, power cable, GPS antenna and cable, and GSM cellular antenna and cable.

Zonar's endorsed technical contractors provide a high-quality installation. A typical installation involves mounting the HD-GPS device out of reach in the driver area, installing the GSM antenna on a side window, and mounting the GPS antenna on the vehicle roof. Zonar Systems wiring is very simple. The power cable is installed to the accessory fuse panel with 3 wires: constant DC (+8VDC - +30VDC), ground, and switched power. Antenna cabling is run through weatherproofed entry points. All wiring is run to short, concealed pathways using safe and professional practices.



## **D. System Benefits**

D. Describe the benefits derived from operating and utilizing your GPS system on the District's 180 buses.

**Zonar Systems Response:** Zonar's GPS system offers a myriad of benefits to pupil transportation providers. From the simple tracking of vehicles to the comprehensive analysis of routes, vehicle maintenance, and safety compliance, our system's benefits have been enjoyed by thousands of pupil transportation professionals throughout the world. Here are just a few of the benefits realized by Pupil Transportation providers:

- Real-time visibility into all GPS vehicle information
- Set permissions for accessing, viewing and exporting data for global and detailed analysis
- Share GPS data with third-party applications via the Open Maintenance Interface (OMI)
- Quickly respond to inquiries from customers, technicians or drivers
- Analyze GPS data from days, months or even a year ago
- Manage variations in routes or inspection processes
- Promote compliance among drivers
- Automated collection of inspection reports
- Reduction in paper generation
- Effortlessly distill your data so you quickly understand asset utilization, fuel consumption, repair status, inspection compliance, labor savings and potential safety issues.

# **E. Software**

E. Describe the software included in your system.

**Zonar Systems Response:** Ground Traffic Control is a powerful, enterprise-wide, web-based telematics application that provides real-time visibility into all your data including inspection reports, maintenance repairs and GPS vehicle information.

#### How it Works

Using an open systems approach, Ground Traffic Control allows you to not only access and manage the data captured by our EVIR® and HD-GPS systems, but also share this data with your maintenance, time and attendance, and other complementary applications via industry standard XML data exchange. Extensive administrative functionality enables you to easily set permissions for accessing, viewing and exporting the data for either global or detailed analysis.

Superior data mining algorithms enable Ground Traffic Control to effortlessly distill your data so you quickly understand asset utilization, fuel consumption, repair status, inspection compliance, labor savings and potential safety issues. Real-time, exception based reports make it fast and easy to:

- Respond to inquiries from customers, technicians or drivers
- Analyze inspection reports from days, months or even a year ago
- Manage variations in routes or inspection processes
- Promote compliance among drivers

#### Features & Benefits

Zonar's robust Ground Traffic Control application offers the following features and benefits:

Feature	Benefit
Web-Based	Unlimited Users, Frequent Updates, No IT Burden
Open System	Integrates with Third Party Applications
Comprehensive Reporting	New Fleet Performance Metrics
User-Friendly	Exceptionally Easy to Use
Real-Time Analytics	Speed Critical Decision Making
Access to a Full Year of Data	Historical Analysis and Reporting

#### System Components & Specifications

- Powerful data management tools
- Real-time exception-based reports:
  - GPS
    - Standard idle, stop and mileage reporting
    - Route auditing, asset activity reporting
    - Forward and reverse geo-coding
    - Alerting
  - Inspections
    - Skipped inspections
    - Vehicle conditions
    - Defect rates
    - Inspection times
  - Drivers

- Expiry data
  - Event times including inspection, yard delays and route
  - Statistics
  - Compliance
- Assets
  - Repair status and history
  - Utilization
  - In-/out-of-yard tracking
  - PM reporting

#### Minimum Requirements

- Internet Connection
- Web Browser
- Login and Password

## **F. Support**

## **Zonar Systems Training and Support**

Tacoma School District Staff and their Contractor will be provided with a total of 3 days of training covering Zonar's Ground Traffic Control application and the use of all pertinent Zonar hardware. Every menu, command, report and administrative function will be covered in this comprehensive training. Technicians and users will be provided with training covering maintenance, diagnostics, use of the devices and ongoing support. All training is provided directly by our own Field Support team (CSRs).

Zonar prides itself on customer service. Our management, commercial, technical, support and project management teams are all at the disposal of Tacoma School District whether through regularly scheduled meetings or as needed.

Zonar Systems provides 24-hour per day, 7-day per week, 365-day per year support. Zonar's telephone and email response time ranges from just minutes to under 2 hours. Support can be initiated by both email and phone. On-site support visits are available for purchase. Zonar Systems provides local field support in addition to maintaining a conventional Helpdesk. The field support resources are situated in Tempe, AZ, and Seattle, WA.

Zonar System's commitment to providing high quality EVIR and HD-GPS solutions to the Pupil Transportation industry is grounded in achieving a high level of safety. Zonar's dedication to safety through our RFID and HD-GPS solutions is the true measurement in our capability to assist Tacoma School District in its quest to improve the safety and reliability of its fleet.

Our EVIR and HD-GPS systems provide the high-definition and reliability necessary to monitor and maintain a diverse fleet over a large area. Zonar Systems is dedicated to the training, service and attention required to monitor performance of your equipment and advance the management of your fleet. Our experience and service tradition will make your project a success. We look forward to working with you in managing and improving your fleet operations.

## **G. Warranty**



## WARRANTY

Zonar Systems manufactures high quality equipment and backs it up with full warranties. Below is a list of products and warranty periods; extended warranties are available.













Product	Warranty Period
Zone, Asset, & Driver Cards	Life of the vehicle
Standard Vehicle Mount	Life of the vehicle
Reader Download Station (RDS)	1 year
10x charger	1 year
2010 Handheld Reader	1 year
EVIRNET GPS Housing	Life of the vehicle
EVIRNET GPS	1 year
ZPass System	1 year

## **H. Additional Features**

## Introduction -- One-stop Shop for Comprehensive Fleet Telematics

Zonar Systems is the dominant commercial vehicle telematics provider offering commercial-off-the-shelf products. Unlike other telematics hardware suppliers, Zonar is not a technology or a hardware looking for an application; rather our technology was conceived and borne from the program needs of our large pool of pupil and transit fleet users.

- Our GPS units are installed on more than half of GPS equipped school buses throughout North America far surpassing all other GPS providers.
- We are currently the third largest provider of telematics equipment (a product classification which includes GPS) for commercial vehicles.
- Zonar was awarded the Frost and Sullivan North American School Bus Telematics Product Innovation of the Year Award.
- Our technologies and Ground Traffic Control user applications are mature and ready to deploy.
- Zonar has a proven commitment to a continuous product improvement program.

TELEMATICS FUNCTIONS & FEATURES	ZONAR SYSTEMS TELEMATICS SOLUTIONS
ONBOARD TELEMATICS PLATFORM MULTI-FUNCTION, INTEGRATED, & OTA CONFIGURABLE AVL, COMMUNICATIONS, DIAGNOSTICS, DATA	 V2J™ TELEMATICS PLATFORM
MULTI-FUNCTION GPS, CELLULAR OTA CONFIGURABLE GPS, EVIR, ZING, ZPASS COMM	 V2M™ GPS & GSM
VEHICLE SUBSYSTEM DATA FAULT CODES EVENT LAT/LONG/TIME STAMP	 J3™ ENGINE & VEHICLE DIAGNOSTIC
SAE DIAGNOSTIC CODES ECU KEY INDICATORS CHECK ENGINE STOP ENGINE ROUTE MAP LINKED	 VIRTUAL MECHANIC™
FLEET MANAGEMENT APPLICATION WEB ENABLED OPEN SYSTEM INTEGRATION TO ROUTING, MAINTENANCE & WORKFORCE SYSTEMS	 GROUND TRAFFIC CONTROL™ DATA & REPORTING FOR ALL ZONAR TELEMATICS
ROUTE PLANNING PLAN VERSUS ACTUAL 2-WAY MESSAGING	 ZING™ INTELLIGENT NAVIGATION AND GUIDANCE
ALERT MESSAGES: IDLE, SPEED, STUDENT CHECK, GEOFENCE, FAULT CODE	 ALERTING SUITE
ELECTRONIC, RFID, VERIFIED PRE-POST TRIP DRIVER ELECTRONIC DVIR SAFETY & EQUIPMENT INSPECTION	 EVIR®
DRIVER MESSAGING TURN-BY-TURN INSTRUCTIONS EMERGENCY ALERTS	 GARMIN INTEGRATION
DRIVER EMERGENCY, PANIC SECURITY, CRASH, EMERGENCY ALERT	 DRIVER PANIC BUTTON
STUDENT RIDER TRACKING RFID ENABLED	 ZPass™
ONBOARD COMPUTING	 INTEGRATED ONBOARD COMPUTING

For more information on Zonar telematics products for pupil transportation visit:  
[HTTP://WWW.ZONARSYSTEMS.COM/ZONAR\\_PRODUCTS.HTML](http://www.zonarsystems.com/zonar_products.html)

# **I. Installation and Implementation**

**Zonar Systems Response:** Our proposed timeframe from award of purchase order through “go-live” is offered here (in business days):

Award of Project and Receipt of PO	Day 1
Equipment is ordered, processed, and shipped	Day 2 – Day 16
Equipment received and processed at customer location*	Day 17 – Day 20
Installation of Initial Vehicles Begins	Day 21
Installation Complete*	Day 56
Training Begins	Day 56
Training Complete	Day 58
Review of Data and Account Monitoring*	Day 68
Additional training (if required)	Day 69
Go-Live*	Day 70

\* Indicates major milestones

Once equipment is received at customer location, the installation team will perform an inventory to ensure all equipment is included and ready for installation. Installation will begin. Installation may be completed sooner than indicated. Vehicle availability and accessibility of installation location are heavy factors in completing installs quickly.

Zonar Systems will ensure a high-quality installation. A typical installation involves mounting the HD-GPS device out of reach in the driver area, installing the GSM antenna on a side window, and mounting the GPS antenna on the vehicle roof. Zonar Systems wiring is very simple. The power cable is installed to the accessory fuse panel or other designated area with 3 wires: constant DC (+8VDC - +30VDC), ground, and switched power. Antenna cabling is run through weatherproofed entry points. All wiring is run to short, concealed pathways using safe and professional practices. Installation will meet any and all federal and district regulations and requirements.

Zonar’s *peel and stick* installation design dramatically simplifies deployment efforts and ongoing maintenance. The proposed system includes all necessary components: HD-GPS device, GPS device mounting plate, wiring harness, power cable, GPS antenna and cable, and GSM cellular antenna and cable.

Your maintenance staff will be an integral part of the installation to ensure guidelines are met. Fleet disruption will be minimized during installation; often our installers will conduct work at night to ensure vehicles are ready for routes during the day. To ensure specific installation methods or times are required, your designated staff will be contacted by Zonar Systems prior to the installation.

Upon completion of installation, all installations are quality inspected by the installation team leader and verified to be functioning through the Zonar support team. Training dates will then be confirmed with your staff and training will commence.

Training includes all Zonar Systems’ training program is a comprehensive coverage of the GTC

and maintenance and troubleshooting material needed to properly operate the system. Our training course includes classroom and hands-on training and consists of the following at a minimum:

Staff will be provided with 3 days of training covering Zonar's Ground Traffic Control application and the use of all pertinent Zonar hardware. Every menu, command, report and administrative function will be covered in this comprehensive training. Technicians and users will receive specialized training covering installation, maintenance, diagnostics, use of the devices and ongoing support. All training is provided directly by our own Field Support team.

Training will focus on our GPS product. The training is completely customizable. Our training staff will work directly with your personnel to coordinate and determine the best fit for your needs. Training typically follows this outline:

Zonar Systems' training program is a comprehensive coverage of the GTC and maintenance and troubleshooting material needed to properly operate the system. Our training course includes classroom and hands-on training and consists of the following at a minimum:

Staff will be provided with 3 days of training covering Zonar's Ground Traffic Control application and the use of all pertinent Zonar hardware. Every menu, command, report and administrative function will be covered in this comprehensive training. Technicians and users will receive specialized training covering installation, maintenance, diagnostics, use of the devices and ongoing support. All training is provided directly by our own Field Support team.

Training will focus on our GPS product initially and can combine EVIR if desired. The training is completely customizable. Our training staff will work directly with your personnel to coordinate and determine the best fit for your needs. Training typically follows this outline:

## **Day 1**

### **Staff Training Session 1: 9:00 am – 12:00 pm (all times can be adjusted)**

Staff Training (3 Hours):

#### **Required Attendees:**

- **Staff who will be using and managing the system**
- **Personnel who will have access to GPS data**
- **Maximum of five personnel in each session**

#### **- Ground Traffic Control (GPS)**

This is a complete overview to the web backend:

GPS related features:

- a. **Mapping Features** – Zoom, Geographical viewing capabilities, Searches, Live Traffic, and Street Viewer & Turn by Turn Directions.
- b. **Mileage Report** - Use the Mileage Report to view mileage information based on collected GPS data.
- c. **Schedule Report** - Use the Schedule Report to view which zones your vehicles were located in and at what time.
- d. **Location Report** - Use the Last Location page to view the last reported location of your GPS enabled vehicles.

- e. **Path Report** - Use the Path Report to track where up to 5 of your vehicles have gone during a given period of time.
- f. **Speed Report** – Use the Speed Report to view the maximum speeds of your vehicles in a given timeframe.
- g. **Idle Time Report** – Use the Idle time report to see how long your vehicles were at idle during a given time period
- h. **Stop Time Report** - Use the Stop time report to see how long your vehicle were stopped during a given time period.
- i. **Audit Report** - Use the audit report to audit the GPS collected data of your vehicles.
- j. **Activity Report** - This report will show results for each day that assets have traveled in the time frame you select.
- k. **Managing Zones** - Use this section to view and manage your zones. Many of the reports are based on zones. A zone is a user defined location that is given a name.
- l. **Report Modules** – Engine Hours Module, GPS Time Card, GPS Idle Emissions, Track Missing Inspections, PTO Hours Report, etc. **(This section will be fine-tuned to meet specific district requirements)**

### **Staff Training Session 2: 1:00 pm – 4:00 pm (all times can be adjusted)**

Staff Training (3 Hours):

#### **Required Attendees:**

- **Staff who will be using and managing the system**
- **Personnel who will have access to GPS data**
- **Maximum of five personnel in each session**

#### **- Ground Traffic Control (GPS)**

This is a complete overview to the web backend:

GPS related features:

- a. **Mapping Features** – Zoom, Geographical viewing capabilities, Searches, Live Traffic, and Street Viewer & Turn by Turn Directions.
- b. **Mileage Report** - Use the Mileage Report to view mileage information based on collected GPS data.
- c. **Schedule Report** - Use the Schedule Report to view which zones your vehicles were located in and at what time.
- d. **Location Report** - Use the Last Location page to view the last reported location of your GPS enabled vehicles.
- e. **Path Report** - Use the Path Report to track where up to 5 of your vehicles have gone during a given period of time.
- f. **Speed Report** – Use the Speed Report to view the maximum speeds of your vehicles in a given timeframe.
- g. **Idle Time Report** – Use the Idle time report to see how long your vehicles were at idle during a given time period.
- h. **Stop Time Report** - Use the Stop time report to see how long your vehicle were stopped during a given time period.
- i. **Audit Report** - Use the audit report to audit the GPS collected data of your vehicles.
- j. **Activity Report** - This report will show results for each day that assets have traveled in the time frame you select.
- k. **Managing Zones** - Use this section to view and manage your zones. Many of the reports are based on zones. A zone is a user defined location that is given a name.
- l. **Report Modules** – Engine Hours Module, GPS Time Card, GPS Idle Emissions, Track Missing Inspections, PTO Hours Report, etc. **(This section will be fine-tuned to meet specific district requirements)**

## **Day 2**

### **Staff Training Session 1: 9:00 am – 12:00 pm (all times can be adjusted)**

Staff Training (3 Hours):

#### **Required Attendees:**

- **Staff who will be using and troubleshooting system**
- **Maximum of five personnel in each session**

#### **- Ground Traffic Control (GPS)**

This is a complete overview to the web backend:

1. GPS related features:
  - a. **Mapping Features** – Zoom, Geographical viewing capabilities, Searches, Live Traffic, and Street Viewer & Turn by Turn Directions.
  - b. **Mileage Report** - Use the Mileage Report to view mileage information based on collected GPS data.
  - c. **Schedule Report** - Use the Schedule Report to view which zones your vehicles were located in and at what time.
  - d. **Location Report** - Use the Last Location page to view the last reported location of your GPS enabled vehicles.
  - e. **Path Report** - Use the Path Report to track where up to 5 of your vehicles have gone during a given period of time.
  - f. **Speed Report** – Use the Speed Report to view the maximum speeds of your vehicles in a given timeframe.
  - g. **Idle Time Report** – Use the Idle time report to see how long your vehicles were at idle during a given time period.
  - h. **Stop Time Report** - Use the Stop time report to see how long your vehicle were stopped during a given time period.
  - i. **Audit Report** - Use the audit report to audit the GPS collected data of your vehicles.
  - j. **Activity Report** - This report will show results for each day that assets have traveled in the time frame you select.
  - k. **Managing Zones** - Use this section to view and manage your zones. Many of the reports are based on zones. A zone is a user defined location that is given a name.
  - l. **Report Modules** – Engine Hours Module, GPS Time Card, GPS Idle Emissions, Track Missing Inspections, PTO Hours Report, etc. **(This section will be fine-tuned to meet specific district requirements)**
2. Troubleshooting basics:
  - a. **Diagnostic Lights** – GPS, GSM, Status and Alert Lights.
  - b. **Cabling** – Cabling requirements and reference to diagnostic lights.
  - c. **Antennas** – Placement and troubleshooting.
  - d. **Failure** – Determining failure. Executing next steps.

### **Staff Training Session 2: 1:00 pm – 4:00 pm (all times can be adjusted)**

Staff Training (3 Hours):

#### **Required Attendees:**

- **Staff who will be using and troubleshooting system**
- **Maximum of five personnel in each session**

#### **- Ground Traffic Control (GPS)**

This is a complete overview to the web backend:

1. GPS related features:



- a. **Mapping Features** – Zoom, Geographical viewing capabilities, Searches, Live Traffic, and Street Viewer & Turn by Turn Directions.
  - b. **Mileage Report** - Use the Mileage Report to view mileage information based on collected GPS data.
  - c. **Schedule Report** - Use the Schedule Report to view which zones your vehicles were located in and at what time.
  - d. **Location Report** - Use the Last Location page to view the last reported location of your GPS enabled vehicles.
  - e. **Path Report** - Use the Path Report to track where up to 5 of your vehicles have gone during a given period of time.
  - f. **Speed Report** – Use the Speed Report to view the maximum speeds of your vehicles in a given timeframe.
  - g. **Idle Time Report** – Use the Idle time report to see how long your vehicles were at idle during a given time period.
  - h. **Stop Time Report** - Use the Stop time report to see how long your vehicle were stopped during a given time period.
  - i. **Audit Report** - Use the audit report to audit the GPS collected data of your vehicles.
  - j. **Activity Report** - This report will show results for each day that assets have traveled in the time frame you select.
  - k. **Managing Zones** - Use this section to view and manage your zones. Many of the reports are based on zones. A zone is a user defined location that is given a name.
  - l. **Report Modules** – Engine Hours Module, GPS Time Card, GPS Idle Emissions, Track Missing Inspections, PTO Hours Report, etc. **(This section will be fine-tuned to meet specific district requirements)**
2. Troubleshooting basics:
    - a. **Diagnostic Lights** – GPS, GSM, Status and Alert Lights.
    - b. **Cabling** – Cabling requirements and reference to diagnostic lights.
    - c. **Antennas** – Placement and troubleshooting.
    - d. **Failure** – Determining failure. Executing next steps.

### **Day 3**

#### **Follow-up Sessions: 9:00 am – 4:00 pm (all times can be adjusted)**

Staff Training at individual workstations (times vary):

#### **Required Attendees:**

- **Staff who will be using and managing the system**
- **Personnel who will have access to GPS data**
- **Staff who will be using and troubleshooting system**

#### **- Ground Traffic Control (GPS)**

Complete review of specific reports and items each individual will need to use for their specific duties. Could include a review of previous material:

1. GPS related features:
  - a. **Mapping Features** – Zoom, Geographical viewing capabilities, Searches, Live Traffic, and Street Viewer & Turn by Turn Directions.
  - b. **Mileage Report** - Use the Mileage Report to view mileage information based on collected GPS data.
  - c. **Schedule Report** - Use the Schedule Report to view which zones your vehicles were located in and at what time.
  - d. **Location Report** - Use the Last Location page to view the last reported location of your GPS enabled vehicles.

- e. **Path Report** - Use the Path Report to track where up to 5 of your vehicles have gone during a given period of time.
  - f. **Speed Report** – Use the Speed Report to view the maximum speeds of your vehicles in a given timeframe.
  - g. **Idle Time Report** – Use the Idle time report to see how long your vehicles were at idle during a given time period.
  - h. **Stop Time Report** - Use the Stop time report to see how long your vehicle were stopped during a given time period.
  - i. **Audit Report** - Use the audit report to audit the GPS collected data of your vehicles.
  - j. **Activity Report** - This report will show results for each day that assets have traveled in the time frame you select.
  - k. **Managing Zones** - Use this section to view and manage your zones. Many of the reports are based on zones. A zone is a user defined location that is given a name.
  - l. **Report Modules** – Engine Hours Module, GPS Time Card, GPS Idle Emissions, Track Missing Inspections, PTO Hours Report, etc. **(This section will be fine-tuned to meet specific district requirements)**
2. Troubleshooting basics:
- a. **Diagnostic Lights** – GPS, GSM, Status and Alert Lights.
  - b. **Cabling** – Cabling requirements and reference to diagnostic lights.
  - c. **Antennas** – Placement and troubleshooting.
  - d. **Failure** – Determining failure. Executing next steps.

Training will occur at the conclusion of installation. Additional training, if required, will be conducted following the review of data to ensure that all team members have the skills they need to use the system to its highest potential.

All initial GPS data is reviewed and initial operational questions answered by Zonar Systems support staff. The district should review all data to ensure products are functioning properly. Upon receipt of satisfaction from the district, the system goes live.

### 3.3 GPS System Pricing Submittal Requirements

The District intends to equip 180 buses with a GPS capability. Provide a total cost for each of the following:

- f. Hardware cost for 180 units, including installation \$ 54,447.90
- g. Software \$ 0
- h. Annual cost for licensing, maintenance, and support \$ 39,086.40
- i. Data transmission costs (cellular) per bus per month \$ included above
- j. Other costs not included above (specify) \$ 2,900.00 (3 days training)

#### Pricing Breakdown:

Administrative access costs are included in the annual service fee required for each vehicle. There are no licensing costs for the web-based GTC software. New vehicles can be added to the system at any time for the cost of the hardware and annual service fee for each vehicle being added to the system. No additional fees are required. Access to GTC is renewed each year

during your annual service payment. Ownership of equipment is outright once the hardware is purchased. All data is owned by the district and maintained and hosted by Zonar Systems.

Fee Structure:

District Hardware and Installation:				
Item	Qty	Price	Description	Total
HEPK6	62	\$0.00	HD-GPS GSM System	\$0.00
ZACT1	62	\$25.00	*GSM Activation Fee (per GPS GSM unit)	\$1,550.00
321-0012-00	62	\$0.00	18" Discreet Wire - 5 Wire	\$0.00
INST1	62	\$85.00	GPS GSM Install	\$5,270.00
Shipping	62	\$3.00	Shipping per package	\$186.00
		Subtotal for District Hardware and Installation:		\$7,006.00
Contractor Hardware and Installation:				
Item	Qty	Price	Description	Total
HEPK6	118	\$269.10	HD-GPS GSM System	\$31,753.80
ZACT1	118	\$25.00	*GSM Activation Fee (per GPS GSM unit)	\$2,950.00
321-0012-00	118	\$14.95	18" Discreet Wire - 5 Wire	\$1,764.10
INST1	118	\$90.00	GPS GSM Install	\$10,620.00
Shipping	118	\$3.00	Shipping per package	\$354.00
		Subtotal for Contractor Hardware and Installation:		\$47,441.90
			Total for all Hardware and Installation:	\$54,447.90
District Support, Maintenance and Cellular:				
SUB-GPS-STSE	62	\$173.88	Annual Service - Seasonal Data	\$10,780.56
		Subtotal for District Support, Maintenance and Cellular:		\$10,780.56
Difference between current fees of \$102.00 per vehicle per year and total cost of \$275.88 (GPS + EVIR)				
Contractor Support, Maintenance and Cellular:				
SUB-GPS-STSE	118	239.88	Annual Service - Seasonal Data	\$28,305.84
		Subtotal for Contractor Support, Maintenance and Cellular:		\$28,305.84
		Total for all Support, Maintenance and Cellular:		\$39,086.40
Required Training Items				
SINS2	3	\$800.00	Training Days	\$2,400.00
SINS3	1	\$500.00	Travel Expenses (estimated, actual expenses will be billed)	\$500.00
			Total Training:	\$2,900.00
			Applicable sales tax is not included.	

**Attachment A – Signature Page Form**

**Tacoma School District No. 10 – RFP # B90013S**

**Signature Page**

FIRM NAME Zonar Systems, Inc.

ADDRESS 18200 Cascade Ave. South, Suite 200, Seattle, WA 98188

TELEPHONE NO: 206-878-2459 FAX NO: 206-878-3082

NAME (printed) Jerry Ward

TITLE Vice President, Sales

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

CORPORATE SEAL \_\_\_\_\_

STATE OF INCORPORATION Washington  
(e.g., Washington, Oregon, Arkansas, etc.)

TYPE OF COMPANY C-Corporation

----- **End of Attachment A** -----

**Attachment B – Customer Reference Form**

**Tacoma School District No. 10 – RFP #B90013S**  
**Customer Reference Form**

**Reference #1**

Company/Organization Seattle Public Schools

Contact Name Thomas Bishop Title: Manager

Address 1330 N. 90<sup>th</sup> St

City Seattle State WA Zip 98103

Telephone Number: 206-252-0900 FAX # 206-252-0931

Internet Address [tabishop@seattleschools.org](mailto:tabishop@seattleschools.org)

This customer is a reference for a GPS system operating on school buses. Yes X No     

**Reference #2**

Company/Organization Spokane Public Schools

Contact Name Jason Conley Title: Transportation Director

Address 200 N. Bernard

City Spokane State WA Zip 99201

Telephone Number: 509-354-7362 FAX # 509-482-7275

Internet Address [jasonc@spokaneschools.org](mailto:jasonc@spokaneschools.org)

This customer is a reference for a GPS system operating on school buses. Yes X No     

**Reference #3**

Company/Organization Mount Vernon School District

Contact Name Reg Clark Title: Transportation Director

Address 124 East Lawrence St.

City Mount Vernon State WA Zip 98273

Telephone Number: 360-428-6147 FAX # 360-428-6168

Internet Address [rclarke@mv.k12.wa.us](mailto:rclarke@mv.k12.wa.us)

This customer is a reference for a GPS system operating on school buses. Yes X No     

----- End of Attachment B -----

**Tacoma School District – RFP # B90013S**

**Sub-Contractor Information Form**

**(Required Section II, Paragraph 8)**

The following sub-contractor(s) listed have agreed to provide services to fulfill the requirements of this RFP. If awarded the Contract, the successful vendor will subcontract with those indicated below for the performance of work designated. Failure to name subcontractors on this form shall render the vendor's proposal non-responsive and therefore, void.

**#1. Sub-Contractor Name: Lonco AVI**

- A. Work Description: Installation of all hardware
- B. Address: 6345 Maytown Road, SW, Littlerock, WA 98556
- C. Telephone: 360-786-0187
- D. Percentage of Total Work: 100% of Installation Work

**#2. Sub-Contractor Name:**

- A. Work Description:
- B. Address:
- C. Telephone:
- D. Percentage of Total Work:

----- End of Attachment C -----