

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 AGREEMENT

2 **31139**

3 THIS AGREEMENT is made and entered, in duplicate, as of April 22, 2009
4 for reference purposes only, pursuant to Resolution No. RES-09-0026 adopted by the
5 City Council of the City of Long Beach at its meeting on April 14, 2009, by and between
6 ZONAR SYSTEMS, INC., a Washington corporation ("Contractor"), whose address is
7 18200 Cascade Avenue, Suite 200, Seattle, Washington 98188, and the CITY OF LONG
8 BEACH ("City"), a municipal corporation.

9 WHEREAS, Section 1802 of the Long Beach City Charter permits the City
10 to make purchases under the purchasing contracts of other governmental agencies when
11 authorized to do so by a resolution; and

12 WHEREAS, the City desires to purchase one hundred seventy-five (175)
13 Web-Based, Commercial Vehicle Management Program and High-Definition Global
14 Positioning Systems ("HDGPS Modules"); and

15 WHEREAS, the Poway Unified School District has an Agreement for the
16 purchase of these HDGPS Modules, Bid No. 4B-2007 ("Poway Agreement"); and

17 WHEREAS, Resolution No. RES-09-0026 authorizes the City Purchasing
18 Agent to purchase these HDGPS Modules by virtue of the Poway Agreement;

19 NOW, THEREFORE, in consideration of the terms and conditions
20 contained in this Agreement, the parties agree as follows:

21 1. The Poway Agreement with Contractor is incorporated by this
22 reference as if fully set forth, and the same terms and conditions contained in the Poway
23 Agreement shall be applicable here except as follows:

24 A. Wherever the Poway Agreement refers to the Poway Unified
25 School District, it shall be deemed to refer to the City of Long Beach;

26 B. Contractor shall sell, furnish and deliver to the City one
27 hundred seventy-five (175) Web-Based, Commercial Vehicle Management
28 Program and High-Definition Global Positioning Systems of substantially the same

1 type and kind purchased by the Poway Unified School District and on the same
2 terms and conditions offered to the Poway Unified School District, except as
3 modified by Exhibit "A" attached to and incorporated in this Agreement, for an
4 amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00),
5 including tax, with the option of adding expenditures up to ten percent (10%) or
6 Fifteen Thousand Dollars (\$15,000.00) above the contract amount, if necessary
7 and if funds are available, for a period extending until the warranty on the HDGPS
8 Modules expire. To the extent that the Poway Agreement and this Agreement are
9 inconsistent, the following priority shall govern: (1) this Agreement and (2) the
10 Poway Agreement.

11 C. Payment for the HDGPS Modules purchased from Contractor
12 by the City shall be made by the City on delivery to and acceptance of the HDGPS
13 Modules by the City and submittal of an invoice to the City. Payment is due thirty
14 (30) days after the date of the invoice.

15 D. All warranties shall accrue to the City of Long Beach.

16 E. The parties may, by mutual agreement, amend this
17 Agreement with the approval of the City's City Council.

18 2. Neither this Agreement nor any money that becomes due to
19 Contractor under this Agreement may be assigned by Contractor without the prior written
20 consent of the City Manager or his designee.

21 3. Any notice given under this Agreement shall be in writing and
22 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
23 delivered or mailed to Contractor at the relevant address first stated above, and to the
24 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.
25 Notice shall be deemed given three days after deposit in the mail.

26 4. The terms appearing on the Poway Agreement are incorporated in
27 this Agreement.

28 5. Contractor shall cooperate with the City in all matters relating to self-

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 accrual of use tax. Contractor shall contact the City Treasurer for additional information
2 regarding self-accrual.

3 6. This Agreement and all documents which are incorporated by
4 reference in this Agreement constitute the entire understanding between the parties and
5 supersede all other agreements, oral or written, with respect to the subject matter of this
6 Agreement. If there is any legal proceeding between the parties to enforce or interpret
7 this Agreement, or to protect or establish any rights or remedies, the prevailing party shall
8 be entitled to its costs and expenses, including reasonable attorney's fees.

9 IN WITNESS WHEREOF, the parties have caused this document to be duly
10 executed with all formalities required by law as of the date first stated above.

11
12
13 5-18, 2009

ZONAR SYSTEMS, INC., a Washington
corporation
By [Signature]
President
Brett Brinton
Type or Print Name

14
15
16 5/18, 2009

By [Signature]
Secretary
DAN MAYER
Type or Print Name

17
18
19
20
21 May 28, 2009

"Contractor"
CITY OF LONG BEACH, a municipal
corporation
By [Signature] Assistant City Manager
City Manager

"City" EXECUTED PURSUANT
TO SECTION 501 OF
THE CITY CHARTER.

22
23
24 This Agreement is approved as to form on May 26
25 2009.

26
27
28 ROBERT E. SHANNON, City Attorney
By [Signature]
Deputy

EXHIBIT “A”



Quotation

Quote Number:
9011395

18200 Cascade Ave. S., Suite 200
Seattle, WA 98188
Phone: 206-878-2459
Fax: 206-878-3082

Quote Date:
Jan 12, 2009

Page:
1

Quoted to:

City of Long Beach Environmental Svcs
Attn: Accounts Payable
333 W. Ocean Blvd 6th Floor
Long Beach, CA 90802
USA

Customer ID	Good Thru	Shipping Terms	Payment Terms	Sales Rep
LON0493	2/11/09	F.O.B. Shipping Point	Net 30 Days	MAA745

Quantity	Item	Description	Unit Price	Extension
175.00	HEPK6	Zonar HDGPS System: GPS Module & GPS GSM card	319.95	55,991.25
100.00	HEPK1	Zonar Base EVIR Equipment Package: 2010 Handheld, Vehicle Mount, Set of Asset & Zone Tags & 2ea Operator Cards	399.95	39,995.00
175.00		Less 10% HD-GPS Hardware Discount	32.00	-5,600.00
100.00		Less 10% EVIR Hardware Discount	40.00	-4,000.00
175.00	SANN20	Zonar Annual Service - Standard Data Plan	275.88	48,279.00
100.00	SANN1	Annual Service - EVIR	36.00	3,600.00
175.00	ZACT1	GSM Activation per Unit	25.00	4,375.00
1.00	ZFR8	Estimated Freight Charges. Equipment is shipped UPS ground from Seattle	525.00	525.00
			Subtotal	143,165.25
			Sales Tax	7,487.80
			Freight	
			Total	150,653.05



POWAY UNIFIED SCHOOL DISTRICT

13626 TWIN PEAKS ROAD • POWAY, CALIFORNIA 92064-3034

TELEPHONE: (858) 748-0010

www.powayusd.com

BOARD OF EDUCATION

Todd Gutschow

Jeff Mengum

Andrew Patapow

Penny Renflee

Linda Vanderveen

SUPERINTENDENT OF SCHOOLS

Donald A. Phillips, Ed.D.

*All Students Learning
Whatever It Takes*

PURCHASING, WAREHOUSE, & PUBLICATIONS

Janay Greenlee, Director

Telephone: (858) 679-2544

FAX: (858) 679-8561

jgreenlee@powayusd.com

BID MANUAL / BID NO. 4B-2007

Request for Bids to Provide a

School Bus Inspection and Global Positioning Sensor (GPS) System

**By: POWAY UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
Janay Greenlee, Director of Purchasing
13626 Twin Peaks Road
Poway, California 92064-3034
858.748.0010 ext. 2788**

Date: March 14, 2007

CERTIFICATE OF PUBLICATION

Janay Greenlee
Poway Unified School District
13626 Twin Peaks Road
Poway CA 92064

IN THE MATTER OF
School Bus Inspect/ PO#200776

CASE NO.

Bid No. 4B-2007

Poway Unified School District
NOTICE TO BIDDERS
Bid No. 4B-2007

NOTICE IS HEREBY GIVEN that the Poway Unified School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District will receive up to, but not later than 11:00 a.m. on Wednesday, March 28, 2007, sealed bids for the award of a contract for the following:

School Bus Inspection and Global Positioning Sensor (GPS) System
Bid No. 4B-2007

Such bids shall be received in the Purchasing Office of the Poway Unified School District, 13626 Twin Peaks Road, Poway, CA 92064-3034, and shall be opened at the stated time and place. A bid abstract will be provided via e-mail to all firms submitting bids after bid opening.

Each bid must conform and be responsive to this invitation, the information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained in the office of the Director of Purchasing at the above address.

The District reserves the right to reject any or all bids, to accept or to reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or in the bidding.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

Any questions may be made to Janay Greenlee, Director of Purchasing 859.746.0010, extension 2788.

Poway Unified School District
Andy Patadow
Clerk of the Board of Education

Pub. March 14, 21-00021511

I, Christine Seiveno, am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the San Diego Transcript, a newspaper of general circulation, printed and published daily, except on Saturdays and Sundays, in the City of San Diego, County of San Diego and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Diego, State of California, under the date of January 23, 1909, Decree No. 14894; and the

Notice to Bidders

is a true and correct copy of which the annexed is a printed copy and was published in said newspaper on the following date(s), to wit:

March 14, 21

I certify under penalty of perjury that the foregoing is true and correct.

Dated at San Diego, California this March 21, 2007

Signature

POWAY UNIFIED SCHOOL DISTRICT
Purchasing Department
13626 Twin Peaks Road
Poway, California 92064
Phone: 858.748.0010 x2788 - Fax: 858.679.8561

DATE: March 14, 2007

SUBJECT: Request for Bids FOR: School Bus Inspection and Global Positioning Sensor (GPS) System

BID OPENING: Wednesday, March 28, 2007

TIME: 11:00 a.m.

PRE: BID MEETING: Not Applicable

TIME: Not Applicable

Please bid your lowest prices/discounts for the items or services on the attached sheets. Before bidding please read the INSTRUCTIONS, SPECIAL PROVISIONS, BID SHEETS, AND SPECIAL TERMS AND CONDITIONS which are attached.

Submit all bids in a sealed envelope showing the Bid Number, opening date, and opening time. Bid must reach the Purchasing Department at the address, date and time listed in the NOTICE TO BIDDERS.

If further information is desired, please call Janay Greenlee, Director of Purchasing at 760.748.0010 extension 2788.

NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE
This form is to be submitted with your bid.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as bid in accordance with the terms, conditions, specifications, and prices herein quoted.

FIRM NAME: _____

SIGNED BY: _____

(Manual signature by authorized legal representative—unsigned bids may be rejected)

TITLE: _____ DATE: _____

ADDRESS: _____

PHONE #: _____ FAX #: _____

E-MAIL: _____

NOTICE TO BIDDERS
Poway Unified School District
Bid No. 4B-2007

NOTICE IS HEREBY GIVEN that the Poway Unified School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District will receive up to, but not later than 11:00 a.m. on Wednesday, March 28, 2007, sealed bids for the award of a contract for the following:

School Bus Inspection and Global Positioning Sensor (GPS) System
Bid No. 4B-2007

Such bids shall be received in the Purchasing Office of the Poway Unified School District, 13626 Twin Peaks Road, Poway, CA 92064-3034, and shall be opened at the stated time and place. A bid abstract will be provided via e-mail to all firms submitting bids after bid opening.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained in the office of the Director of Purchasing at the above address.

The District reserves the right to reject any or all bids, to accept or to reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or in the bidding.

All Public School Districts in the State of California are entitled to utilize this contract. (Ref. California Public Contract Code 20118). Each individual district ordering pursuant to the terms and conditions of this contract will be responsible for ordering, receiving, inspecting, accepting and paying for all orders placed by their districts.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

Any questions may be made to Janay Greenlee, Director of Purchasing 858.748.0010, extension 2788.

Poway Unified School District

Andy Patapow
Clerk of the Board of Education

Publication: San Diego Daily Transcript

Publication Dates: March 14 and 21, 2007

TABLE OF CONTENTS
Poway Unified School District
Bid No. 4B-2007

	<u>Page</u>
*Bid Information	2
Notice to Bidders	3
Table of Contents	4
Information for Bidders	5-7
*Bid Form	8-11
*Non Collusive Bidding Declaration	12
Special Provisions	13-14
Agreement	15-19
Specifications	20-21
Exhibit A – List of California School Districts	22-39

****All bidders must supply a listing of all system components that are to be provided with their system for the price set forth in their bid on a separate sheet that is to be ATTACHED to their bid form. Name of the equipment manufacturer and the manufacturer's model numbers must be included in the listing. Manufacturer's specification sheets must also be provided WITH each bid.***

****All pages marked with an asterisk must be completed and returned with each bidder's bid submission no later than 11:00 a.m. on Wednesday, March 28, 2007.***

INFORMATION FOR BIDDERS

Poway Unified School District

Bid No. 4B-2007

1. **SECURING DOCUMENTS:** Specifications, and other contract document forms will be available without charge, and may be secured by prospective bidders at the office of:

Janay Greenlee, Director of Purchasing
Poway Unified School District
13626 Twin Peaks Road
Poway, California 92064-3034

2. **PROPOSALS:** Bids to receive consideration shall be made in accordance with the following instructions:

- a) Bids shall be made upon the form therefore obtained at the office of the Director of Purchasing properly executed. Bids shall be written in ink or by typewriter before submission. Bids are to be verified as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
- b) Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
- c) The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict bidders to that manufacturer or specific article unless designated as a no-substitute item. An equal of the named product will always be given due consideration.
- d) All equipment on which bids are submitted must in all cases be equal or better in quality and utility to those manufacturers or brands specified.
- e) The make or brand and grade of the article on which bid is submitted should be stated in the bid form. When the make or brand and grade of the article is not stated it will be understood to be the specific article named by the District.
- f) No bid shall include California sales or use tax, or Federal excise tax.
- g) All bids on items shall be f.o.b. school districts.
- h) No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.
- i) Bids shall be delivered to the Poway Unified School District Purchasing Department or its representative, at its office on or before the day and hour set for the opening of bids in the NOTICE TO BIDDERS published in the San Diego Daily Transcript, which bids shall be enclosed in a sealed envelope bearing the description of the bid call, the name of the bidder, to see that the bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

j) When requested, bidders shall submit properly marked samples of each such article, on which bid is made to: Director of Purchasing, Poway Unified School District, 13626 Twin Peaks Road, Poway, California 92064.

Each sample submitted must be marked in such manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, (3) item number. Bid and samples must not be sent in the same package.

k) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will, upon request, be returned at the bidders expense.

l) All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor.

3. **ADDENDA OR BULLETINS:** Any addenda or bulletins issued by the District during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the Contract. No addendas will be issued 72 hours prior to bid opening date and time.
4. **WITHDRAWAL OF BIDS:** Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, but not after.
5. **OPENING OF BIDS:** Bids will be opened at the time and place scheduled in the NOTICE TO BIDDERS.
6. **AWARD OR REJECTION OF BIDS:** The Contract will be awarded to the lowest responsive and responsible bidder(s). The Board of Education of the Poway Unified School District, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.
7. **WITHDRAWAL OF BIDS AFTER OPENING:** No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening thereof.
8. **AGREEMENT:** The form of agreement, which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Special Provisions, the Specifications, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Contract.
9. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact: Janay Greenlee, Director of Purchasing, Poway Unified School District to request an interpretation or correction thereof. The District requires that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said Director of Purchasing and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Poway Unified School District will not be responsible for any other explanation or

interpretation of the proposed documents. All requests for interpretations must be submitted no later than Thursday, March 22 by not later than 2:00 p.m. Any requests for information after that date will not be answered. Email contact to the Director of Purchasing is the preferred means of contact. The e-mail address is jgreenlee@powayusd.com

10. **BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.
11. **ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety, if required, has been given due notice of such assignment in writing and has consented thereto in writing.
12. **BID SECURITIES, PERFORMANCE BONDS, PAYMENT BONDS:** Bid security, or bonds are not required for this contract.
13. **DEMONSTRATIONS:** If the District considers a need, bidders shall be required to arrange demonstrations of items or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal.

Unless otherwise requested by the District, bidders shall be required to provide the requested demonstrations at the facility designated by the District. **ALL DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO THE DISTRICT.** Bidders may be required to reimburse the District for travel to demonstrations not held at a District facility.
14. **EQUAL BIDS:** When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
15. **COOPERATIVE PURCHASING/OTHER AGENCIES:** Other public school districts in the State of California, including but not limited to those listed in Exhibit A, may wish to utilize a resultant contract and purchase identical items at the same prices pursuant to the same terms and conditions per sections 20118 and 20652 of the California Public Contract Code. Other public agencies in the State of California may purchase the products and services under this contract pursuant to the same terms and conditions if it is deemed lawful and to be in their best interest. The successful bidder is requested to make these items and prices available to these public agencies; however, the estimated quantities in this bid do not reflect or guarantee any quantities or usage by these agencies. If the successful bidder is requested to supply these agencies, it shall supply any or all items to them over and above the quantities estimated herein. If so, Poway Unified School District requires that each school district or other public agency work directly with the successful bidder. Poway Unified School District assumes no responsibility for any contractual relationship established by another public agency. Under no circumstances shall Poway Unified School District be considered a dealer, agent, sponsor, or any other representative of the bidder and is not responsible for the certification of any participating district.

BID FORM
Poway Unified School District
Bid No. 4B-2007

To: Poway Unified School District, acting by and through its Governing Board, herein called the District:

1. Pursuant to and in compliance with your Notice to Bidders and other documents relating thereto, the undersigned Bidder, having thoroughly familiarized itself with the terms of the Agreement, the Specifications, and all of the Contract Documents, hereby proposed and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other Contract Documents, including Addenda Nos. _____, _____, _____, and _____, on file at the Purchasing Office of the District for the prices set opposite the articles listed herein.
2. It is understood that the District reserves the right to reject this bid in whole or in parts; to waive information in the bids or bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.
3. It is understood that the successful bidder will be required to deliver a School Bus Inspection and Global Positioning Sensor (GPS) System as described in the specifications section of these bid documents.
4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that they will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, all within five (5) days after the receipt of notification of award, and that performance of the contract shall be commenced immediately by the undersigned bidder upon due execution and delivery of said Contract Documents to the District.
5. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.
6. The names of all persons interested in the foregoing proposal as principals are as follows:

7. The individual signing this Agreement warrants that he or she has the full authority of the entity on behalf of which his or her signature is made.

BID FORM (Continued)

I _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this _____ day of _____ at _____ County, California

Legal name of Bidder

By _____
Authorized Officer or Agent

Print Name and Title

Address _____

City/State/Zip _____

Telephone _____

Fax _____

E-mail Address _____

BID FORM (Continued)

(A) Item No.	(B) Quantity	(C) Unit	(D) Description	(E) Unit Price	(F) Extension Multiply Quantity (in col. B) by Unit Price (in col. E)
1.	135	Each	Hardware – GPS Device with GSM Broadband Modem, Handheld Radio Frequency Identification Tag Reader (Zonar 2010 or equal), Vehicle Mount, Asset/Zone Tags (minimum 11 each), Battery Charger, Operator Cards, and 1 year replacement warranty for any non-working unit.	\$ per each	\$
<p>All bidders must supply a listing of all system components that are to be provided with their system for the price set forth in their bid on a separate sheet that is to be ATTACHED to this bid form. Name of the equipment manufacturer and the manufacturer's model numbers must be included in the listing. Manufacturer's specification sheets must also be provided WITH each bid.</p>					
2.	1	Day	Day (8 hours) Training at District Location (number of employees to be trained on any day to be determined by District. (All travel and expenses to be included in this figure)	\$ per day	\$
3.	1	Day	Additional Day (8 hours) Training at District Location (number of employees to be training on any day to be determined by District. This item is for each day above and beyond the first day at the rate provided in item 2 – same trip/continuous days)	\$ per day	\$
4.	1	Each	Model District Discount – one time discount to be provided to District at time of system purchase if District and Contractor both agree to use District as a demo facility for the awarded vendor's system.	\$ per each	\$
5.	1800	Month	Service Rate for Month 1 – 12 (12 months x 150 units) 1.0 MB Data Plan (No roaming fees in Continental United States)	\$ per month	\$
6.	1800	Month	Service Rate for Month 13 – 24 (12 months x 150 units) 1.0 MB Data Plan (No roaming fees in Continental United States)	\$ per month	\$
Total Bid (total of the figures in column F line 1 – 6)					\$

The **Total Bid** price will be used to compare bids and determine low bidder. The actual contract amount may vary based on actual order quantities. The service rate scenario will also only be used to compare bids and determine low bidder. Actual service billing will be the actual number of units in use multiplied by the unit prices provided by vendor for line item 5 or 6 as applicable. Service rate bid will be per unit and each unit purchased anytime within 24 months of Poway's contract award will be entitled to receive 12 months (first year) service at the rate provided for line 5 and 12 months (second year) service at the rate provided for line 6.

BID FORM (Continued)

As an authorized Office or Agent of the Bidder as stated below, I agree that, if awarded a contract, the bidder will accept orders and provide the above described equipment to Poway Unified School District and other California Public School Districts or agencies within thirty (30) days of receipt of order at the pricing shown on this sheet for 24 months from the date of award of contract.

Legal name of Bidder	Name of Authorized Officer or Agent and Title (Typed or Printed)
Date:	Signature:

All bidders must supply a listing of all system components that are to be provided with their system for the price set forth in their bid on a separate sheet that is to be ATTACHED to this bid form. Name of the equipment manufacturer and the manufacturer's model numbers must be included in the listing. Manufacturer's specification sheets must also be provided WITH each bid.

NON-COLLUSIVE BIDDING DECLARATION

Poway Unified School District

Bid No. 4B-2007

(To be Executed By Bidder and Submitted With Bid)

I, _____ declare as follows:

That I am the _____ of _____ the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in this bid are true, and, further, that the bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed the _____ day of _____, 200____, at _____.

Signature of Bidder

SPECIAL PROVISIONS
Poway Unified School District
Bid No. 4B-2007

1. AWARD AND ADMINISTRATION:

This contract is being awarded by the Poway Unified School District, 13626 Twin Peaks Road, Poway, California 92064-3034.

2. PIGGYBACKING:

All Public School Districts in the State of California, including but not limited to those listed in Exhibit A, are entitled to utilize this contract. (Ref. California Public Contract Code 20118) Other public agencies in the State of California may also purchase the products and services under this contract pursuant to the same terms and conditions if it is deemed lawful and to be in their best interest. Each individual district or other public agency ordering pursuant to the terms and conditions of this contract will be responsible for ordering, receiving, inspecting, accepting and paying for all orders placed by their districts.

3. TERMS:

All terms set forth in the bid shall apply to all districts using this contract. Bid pricing remain firm with no changes for a period of 24 months after award of a contract by Poway Unified School District. Invoices for system components (hardware) must be provided to District by Vendor and must reference the District's purchase order number. Payment terms will be net 30 from receipt of system and invoice.

4. EVALUATION CRITERIA:

This bid will be evaluated on the following factors: Price, competency, credibility, compatibility with existing equipment, responsiveness to the bid invitation, e.g. quantity, trade, or term, compliance with all aspects of the specifications, exceptions that may be noted, and any other factors that may arise during the review process after bid opening.

5. LATE FEES:

In the event that the contractor fails to deliver the ordered goods by the time specified in the contract, the District may impose a late fee charge. This charge shall be taken as a credit against the contractor's invoice. The late fee charge shall be imposed at a rate of 2.5% per calendar day against the total dollar value (before tax) of the late delivered goods. This late fee shall commence on the first day following the end of the specified delivery period. Assessment of late fees shall not negate any of the other rights and remedies stipulated in the contract. Any agreement between the District and the contractor changing the specified delivery date must be in writing. Late fees will be assessed if contractor fails to meet the revised delivery date.

6. MULTIPLE AWARDS:

On this order the District reserves the right to award this contract to multiple bidders, or to group like items in sections.

7. DELIVERY:

It is the expectation of the District that delivery will take place within thirty (30) calendar days after receipt of the order unless different arrangements are agreed upon by the District. Delivery shall be made at a location designated by the District. If vendor fails to comply with District's instructions, then the District reserves the right to refuse delivery until the vendor complies with instructions. The District will not be charged for any additional shipping charges if the vendor fails to comply with instructions.

8. BRAND NAMES AND MODEL NUMBERS:

Brand names and model numbers where specified have been shown due to existing standards set by some of the participating district. Specific makes and models are required in some circumstances in order to be compatible with existing district equipment. Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the item is now referred to by a new number. Consideration will be given in that situation. Please note that you are bidding on the same item as specified by designating "New Number" in the "Brand/Model" area, should that be the case. Inquires regarding such discrepancies,

however, are best made in accordance with Section: Interpretation of Documents of the INFORMATION FOR BIDDERS by contacting the bid administrator of this bid.

9. MATERIAL SAFETY DATA SHEETS: (NOT APPLICABLE FOR THIS BID)

Material Safety Data Sheets (MSDS) marked with the appropriate bid item number, must be included with the bid on items where indicated in the specifications. BIDDERS MAY BE CONSIDERED NON-RESPONSIVE AND BIDS MAY BE REJECTED DUE TO FAILURE TO INCLUDE MSDS WITH BID DOCUMENTS.

10. MANUFACTURER'S SPECIFICATIONS:

An additional sheet with manufacturer's specifications and a picture of the specific items bid, marked with the appropriate bid item number, must be included with the bid.

11. SAMPLES:

Bidders may be required to submit properly marked samples of each items in the specifications, on which bid is made to the Poway Unified School District, Purchasing Department. Each sample submitted must be marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) the name of the bidder, (2) the number of the bid, (3) the item number. All samples will be delivered to the Poway Unified School District Warehouse, 13626 Twin Peaks Road, Poway, CA 92064 within 48 hours from notification. Failure to deliver will be considered non-responsive and your bid on that item will be rejected.

12. DISABLE VETERAN BUSINESS ENTERPRISE PARTICIPATION:

This contract is not subject to the provisions of Public Contract Code Section 10115 et seq for Disable Veteran Business Enterprise Participation Goals of 3% for all state funded projects.

13. INCREASE OR DECREASE IN PRICE:

- a) Increase in Price: Not applicable to this contract.
- b) Decrease in Price: During the life of the contract including any extensions, there may be a general published manufacturer's price change or a general market change, as evidenced by prices paid by other governmental entities or private organizations. The change in price may relate to the cost of materials, labor, or distribution of the product or service specified. Should such a change in price occur, the contractor has an affirmed duty to notify the District of decreases in price and to extend the full decrease to the District. Failure of contractor to notify the District and/or extend such decrease may be deemed a breach of contract.

14. DEVIATIONS FROM BID TERMS & CONDITIONS:

Deviations from any bid term or condition may cause your bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that bidder is bidding as specified.

15. DISCONTINUED AWARDED LINE ITEMS(S): Awarded bidders are required to immediately notify the bid administrator of manufacturer's discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinuance.

16. REPLACEMENT OF DISCONTINUED AWARDED LINE ITEM(S): A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Office notification must be in written format via USPS, fax, e-mail referencing the bid number and the line item number.

AGREEMENT
Bid No. 4B-2007

THIS AGREEMENT, made and entered into this 14th day of May, 2007, by and between the Poway Unified School District, San Diego County, California, hereinafter called the District, and **Zonar Systems, LLC**, hereinafter called the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Letter to Bidders, the Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonable inferable that any work called for in one and not mentioned in the other or vice versa, is to be executed the same as if mentioned in all of the documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. **THE MATERIALS AND SUPPLIES:** The contractor agrees to furnish the item or items of the stated bid listed herein, and all transportation, Service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the District. It is understood by the Contractor that all items or service will be promptly delivered to the District

(List of items awarded and/or purchase order is attached)

3. **PAYMENTS:** Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the District, the District agrees to pay to the Contractor, and the contractor agrees to accept in full payment therefor, the sums set opposite each item in the awarded Contractor's bid.

4. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or delivery any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notices or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied. The District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

6. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract, request any alternations, deviations, additions, or omissions from the specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimate cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof its first submitted to the District and written consent thereto obtained.

7. **TIME OF COMPLETION:** The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

8. **DEFENSE AND IDEMNITY:** (A) The District shall not be liable for, and Contractor shall defend and indemnify the District and their officers, agents, employees and volunteers (collectively "District Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes. Losses, damaged, expenses charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees, or servants, including without limitation, claims ~~caused by the concurrent negligent act, error or omission, whether active or passive of District Parties.~~ Contractor shall have no obligation, however, to defend or indemnify District Parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of District Parties.

(b) Contractor shall defend and indemnify the District Parties and their officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, or any nature whatsoever, which may be incurred by reason of any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

9. **THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.

10. **REMOVAL OR REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

11. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivery, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

12. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

13. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.

14. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** Contractor agrees to carry a commercial general and automobile liability insurance policy with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to the parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." No later than ten (10) working days after the execution of this Agreement, Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and their officers, agents and employees as additional insured under said policy. Bidders who have questions about insurance coverages are requested to present questions prior to bid opening in accordance with the provisions of Paragraph 9 of the Information for Bidders.

The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

15. **CONDITIONAL BID:** The District reserves the right to reject a bid which imposes conditions, or terms, on purchases, which were not specified in the original bid documents.

16. **HAZARD CONDITIONAL BID:** Contractor shall comply with all Environmental Laws and all other laws, rules regulations, and requirements regarding Hazard Materials, health and safety, notices and training. Contractor agrees that it will not store any hazardous materials at a District facility without prior approval of District or in violation of the applicable site storage limitations imposed by Environmental law. Contractor agrees to take at its expense, all action necessary to protect third parties, including, without limitations, employees, student and agents of the District or District from any exposure to Hazardous materials generated or utilized in its performance under this Agreement.

Contractor agrees to report to the appropriate governmental agencies all discharges, releases and spills of Hazardous Materials that are required to be reported by an Environmental Law and to immediately notify the District of it. As used in this section, the term "Environmental Law" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to the Resource Conservations and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, materials, substance or other matter that (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacterial, virus, hazardous waste, toxic, overtly injurious or potentially injurious materials, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other materials or substance giving rise to any liability, responsibility or duty upon the District with respect to third person under any Environmental Laws.

17. **CONTACT WITH STUDENTS:** Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury damages, expenses, charges or costs of any kind or character whether to the District or to any person or property which arise from or are connected with or are caused or claim to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractors hired by Contractor shall be subject to and shall comply with this section and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.

~~18. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees to comply with all federal, state and~~
locals laws, rules regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.

19. **SEVERABILITY:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

20. **SUCCESSORS:** All terms of this contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

21. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

22. **AUDIT AND INSPECTION OF RECORDS:** At any time during normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's primary administration offices, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit District to audit, and to make audits of all invoices and other data related to all matters covered by this Agreement.

23. **WARRANT OF AUTHORITY:** Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

POWAY UNIFIED SCHOOL DISTRICT

By


John Collins, Deputy Superintendent

Address: 13626 Twin Peaks Road
Poway, California 92064

ZONAR SYSTEMS, LLC

By


Brett Brinton, General Manager

Address: 19518 International Blvd., Suite 101
Seattle, Washington 98188-5493
Telephone (206) 878-2459
Fax (206) 878-3082
E-Mail brett.brinton@zonarsystems.com

Approved by the Governing Board on
May 14, 2007

SPECIFICATIONS

The Poway Unified School District (District) requests bids to provide a School Bus Inspection and Global Positioning Sensor (GPS) System for its Pupil Transportation Program. Bids shall include a complete system including hardware, software, training, and support. The system shall be capable of verifying visual Pre-Trip, Post Trip and Student Check inspections by requiring vehicle operators to scan a Radio Frequency Identification (RFID) tag with a handheld RFID scanner that must be held within inches of the tag requiring the vehicle operator to be in the area of the vehicle where components are located that need to be inspected. System must be approved for use by the California Highway Patrol Motor Carrier Division.

System / Functional Requirements: The goal of the District in this solicitation is to procure a Ground Traffic Control System that meets the following functional requirements:

Verified inspections shall include Pre-Trip, Post-Trip, Child Check, Abbreviated Pre-Trip, and Transportation Security Administration (TSA) recommended Security Sweep configurations. The system specifications must provide a minimum of eleven Radio Frequency Identification (RFID) tags capable of being programmed with the selected vehicle inspection criteria chosen by the District. The RFID tags shall be placed in and around the bus in a minimum of eleven (11) locations; the driver must bring the handheld reader to within a few inches of these tags to complete the above inspections. All system events shall be time stamped. The system shall include an integrated GSM-GPS system that communicates with the above inspection system. All inspection and GPS data collected with this system shall be downloaded via cellular GSM communication and be available on a secure web-based application. Further, this system shall store the history of the inspections and GPS history of the bus routes for up to one full year, and have web-based reporting capability. Additionally, this integrated inspection and GPS system shall display all information in the same web application.

Proposed system must be interoperable with existing system standardization of equipment including Pre-Trip, Post Trip and Student Check inspections by requiring vehicle operators to scan a radio frequency identification (RFID) tag with a handheld RFID scanner which currently exists on fifteen units. The units currently in use are Zonar brand (Zonar Readers are model 2010).

Training: Contractor must provide a qualified trainer that will travel to a location with the District as designated by the District and provide training for a group(s) of employees. Training will include use of system hardware, web based data system and component installation to various employees or groups of employees as requested by the District. Price provided on line item 2 on the bid form for an 8 hour period must be all inclusive and include all travel, and other expenses. Line item 3 is a training fee for an addition day(s) above and beyond the first day (consecutive days). No additional costs for training will be paid by the District.

Warranty: For a period of one year from the date of receipt of any handheld reader, Contractor must provide a replacement for any non-working unit (as determined by the District). The non-working unit must be replaced with a like and compatible unit by the successful contractor within 24 hours of notification.

Delivery After Receipt of Order: Contractor is required to deliver all system components withing thirty (30) days of receipt of order.

SPECIFICATIONS (Continued)

Installation/Set Up: Contractor is responsible to provide training to District staff on how to install all system components.

Support: Contractor must provide toll free telephone support during the hours of 6:00 a.m. – 4:00 p.m. Monday through Friday.

Contract Pricing Availability: The awarded vendor is to make bid pricing available for any school district or other public agency wishing to utilize this contract for a period of 24 months from the contract award from Poway Unified School District.

Model District Discount: Contractor is to provide pricing for a one-time discount to be provided to the District on invoice at time of system purchase if District and Contractor both agree to use the District as a demo facility for the awarded vendor's system. Vendor may bring prospective clients to the district site for demonstration purposes at a time mutually agreeable to the District's Director of Transportation for a period of 24 months after system purchase.

Service: Contractor is to provide a monthly 1.0 MB service plan to enable system to have GPS capability and ability to send data. Actual service billing will be the actual number of units in use multiplied by the unit prices provided by vendor for line item 5 or 6 as applicable. Service rate bid will be per unit and each unit purchased anytime within 24 months of Poway's contract award will be entitled to receive 12 months (first year) service at the rate provided for line item 5 and 12 months (second year) service at the rate provided for line item 6 on Bid Form. Service billing must be provided quarterly in arrears with bills provided within 10 days of month end of September, December, March and June.

Terms: All terms set forth in the bid shall apply to all districts or other public agencies using this contract. Bid pricing remain firm with no changes for a period of 24 months after award of a contract by Poway Unified School District. Invoices for system components (hardware) must be provided to District by Vendor and must reference the District's purchase order number. Payment terms will be net 30 from receipt of system and invoice.

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

A

ABC Unified School District
Acalanes Union High School District
Ackerman Elementary School District
Acton-Agua Dulce Unified School District
Adelanto Elementary School District
Alameda City Unified School District
Alameda County Office of Education
Albany City Unified School District
Alexander Valley Union Elementary School District
Alhambra Unified School District
Alisal Union Elementary School District
Allensworth Elementary School District
Alpaugh Unified School District
Alpine County Office of Education
Alpine County Unified School District
Alpine Union Elementary School District
Alta Loma Elementary School District
Alta Vista Elementary School District
Alta-Dutch Flat Union Elementary School District
Alum Rock Union Elementary School District
Alview-Dairyland Union Elementary School District
Alvina Elementary School District
Alvord Unified School District

Amador County Office of Education
Amador County Unified School District
American Union Elementary School District
Anaheim City
Anaheim Union High School District
Anderson Union High School District
Anderson Valley Unified School District
Antelope Elementary School District
Antelope Valley Union High School District
Antioch Unified School District
Apple Valley Unified School District
Arcadia Unified School District
Arcata Elementary School District
Arcohe Union Elementary School District
Arena Union Elementary School District
Armona Union Elementary School District
Aromas/San Juan Unified School District
Arvin Union Elementary School District
Atascadero Unified School District
Atwater Elementary School District
Auburn Union Elementary School District
Azusa Unified School District

B

Baker Valley Unified School District
Bakersfield City
Baldwin Park Unified School District
Ballard Elementary School District
Ballico-Cressey Elementary School District
Bangor Union Elementary School District
Banning Unified School District

Black Butte Union Elementary School District
Black Oak Mine Unified School District
Blake Elementary School District
Blochman Union Elementary School District
Blue Lake Union Elementary School District
Bogus Elementary School District
Bolinas-Stinson Union Elementary School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

Banta Elementary School District
Barstow Unified School District
Bass Lake Joint Elementary School District
Bassett Unified School District
Bayshore Elementary School District
Bear Valley Unified School District
Beardsley Elementary School District
Beaumont Unified School District
Bella Vista Elementary School District
Bellevue Elementary School District
Bellevue Union Elementary School District
Bellflower Unified School District
Belmont-Redwood Shores Elementary School District
Belridge Elementary School District
Bend Elementary School District
Benicia Unified School District
Bennett Valley Union Elementary School District
Berkeley Unified School District
Berryessa Union Elementary School District
Beverly Hills Unified School District
Big Creek Elementary School District
Big Lagoon Union Elementary School District
Big Oak Flat-Groveland Unified School District
Big Pine Unified School District
Big Springs Union Elementary School District
Big Valley Joint Unified School District
Biggs Unified School District
Bishop Joint Union High School District
Bishop Union Elementary School District
Bitterwater-Tully Union Elementary School District

Bonita Unified School District
Bonny Doon Union Elementary School District
Bonsall Union Elementary School District
Borrego Springs Unified School District
Bradley Union Elementary School District
Brawley Elementary School District
Brawley Union High School District
Brea-Olinda Unified School District
Brentwood Union Elementary School District
Bret Harte Union High School District
Bridgeville Elementary School District
Briggs Elementary School District
Brisbane Elementary School District
Brittan Elementary School District
Browns Elementary School District
Buckeye Union Elementary School District
Buellton Union Elementary School District
Buena Park Elementary School District
Buena Vista Elementary School District
Burbank Unified School District
Burlingame Elementary School District
Burnt Ranch Elementary School District
Burrel Union Elementary School District
Burton Elementary School District
Butte County Office of Education
Butte Valley Unified School District
Butteville Union Elementary School District
Buttonwillow Union Elementary School District
Byron Union Elementary School District

C

Cabrillo Unified School District

Chualar Union Elementary School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

<u>Cajon Valley Union Elementary School District</u>	<u>Chula Vista Elementary School District</u>
<u>Calaveras County Office of Education</u>	<u>Cienega Union Elementary School District</u>
<u>Calaveras Unified School District</u>	<u>Cinnabar Elementary School District</u>
<u>Calexico Unified School District</u>	<u>Citrus South Tule Elementary School District</u>
<u>Caliente Union Elementary School District</u>	<u>Claremont Unified School District</u>
<u>Calipatria Unified School District</u>	<u>Clay Joint Elementary School District</u>
<u>Calistoga Joint Unified School District</u>	<u>Clear Creek Elementary School District</u>
<u>Cambrian Elementary School District</u>	<u>Cloverdale Unified School District</u>
<u>Camino Union Elementary School District</u>	<u>Clovis Unified School District</u>
<u>Campbell Union Elementary School District</u>	<u>Coachella Valley Joint Unified School District</u>
<u>Campbell Union High School District</u>	<u>Coalinga-Huron Joint Unified School District</u>
<u>Camptonville Elementary School District</u>	<u>Coarsegold Union Elementary School District</u>
<u>Canyon Elementary School District</u>	<u>Coast Unified School District</u>
<u>Capay Joint Union Elementary School District</u>	<u>Coffee Creek Elementary School District</u>
<u>Capistrano Unified School District</u>	<u>Cold Spring Elementary School District</u>
<u>Cardiff Elementary School District</u>	<u>Colfax Elementary School District</u>
<u>Carlsbad Unified School District</u>	<u>College Elementary School District</u>
<u>Carmel Unified School District</u>	<u>Colton Joint Unified School District</u>
<u>Carpinteria Unified School District</u>	<u>Columbia Elementary School District</u>
<u>Caruthers Unified School District</u>	<u>Columbia Union Elementary School District</u>
<u>Cascade Union Elementary School District</u>	<u>Columbine Elementary School District</u>
<u>Casmalia Elementary School District</u>	<u>Colusa County Office of Education</u>
<u>Castaic Union Elementary School District</u>	<u>Colusa Unified School District</u>
<u>Castle Rock Union Elementary School District</u>	<u>Compton Unified School District</u>
<u>Castro Valley Unified School District</u>	<u>Conejo Valley Unified School District</u>
<u>Cayucos Elementary School District</u>	<u>Contra Costa County Office of Education</u>
<u>Center Joint Unified School District</u>	<u>Corcoran Joint Unified School District</u>
<u>Centinela Valley Union High School District</u>	<u>Corning Union Elementary School District</u>
<u>Central Elementary School District</u>	<u>Corning Union High School District</u>
<u>Central Unified School District</u>	<u>Corona-Norco Unified School District</u>
<u>Central Union Elementary School District</u>	<u>Coronado Unified School District</u>
<u>Central Union High School District</u>	<u>Cotati-Rohnert Park Unified School District</u>
<u>Centralia Elementary School District</u>	<u>Cottonwood Union Elementary School District</u>
<u>Ceres Unified School District</u>	<u>Covina-Valley Unified School District</u>
<u>Chaffey Joint Union High School District</u>	<u>Cox Bar Elementary School District</u>

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

Charter Oak Unified School District
Chatom Union Elementary School District
Chawanakee Unified School District
Chicago Park Elementary School District
Chico Unified School District
Chinese Camp Elementary School District
Chino Valley Unified School District
Chowchilla Elementary School District
Chowchilla Union High School District

Cucamonga Elementary School District
Cuddeback Union Elementary School District
Culver City Unified School District
Cupertino Union School
Curtis Creek Elementary School District
Cutler-Orosi Joint Unified School District
Cutten Elementary School District
Cuyama Joint Unified School District
Cypress Elementary School District

D

Davis Joint Unified School District
Death Valley Unified School District
Dehesa Elementary School District
Del Mar Union Elementary School District
Del Norte County Office of Education
Del Norte County Unified School District
Del Paso Heights Elementary School District
Delano Joint Union High School District
Delano Union Elementary School District
Delhi Unified School District
Delphic Elementary School District
Delta View Joint Union Elementary School District
Denair Unified School District
Desert Center Unified School District
Desert Sands Unified School District

Di Giorgio Elementary School District
Dinuba Unified School District
Dixie Elementary School District
Dixon Unified School District
Dos Palos Oro Loma Joint Unified School District
Douglas City Elementary School District
Downey Unified School District
Dry Creek Joint Elementary School District
Duarte Unified School District
Dublin Unified School District
Ducor Union Elementary School District
Dunham Elementary School District
Dunsmuir Elementary School District
Dunsmuir Joint Union High School District
Durham Unified School District

E

Earlimart Elementary School District
East Nicolaus Joint Union High School District
East Side Union High School District
East Whittier City Elementary School District

Elverta Joint Elementary School District
Emery Unified School District
Empire Union Elementary School District
Encinitas Union Elementary School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

Eastern Sierra Unified School District
Eastside Union Elementary School District
Edison Elementary School District
El Centro Elementary School District
El Dorado County Office of Education
El Dorado Union High School District
El Monte City Elementary School District
El Monte Union High School District
El Nido Elementary School District
El Rancho Unified School District
El Segundo Unified School District
El Tejon Unified School District
Elk Grove Unified School District
Elk Hills Elementary School District
Elkins Elementary School District

Enterprise Elementary School District
Escalon Unified School District
Escondido Union Elementary School District
Escondido Union High School District
Esparto Unified School District
Etiwanda Elementary School District
Etna Union Elementary School District
Etna Union High School District
Eureka City Unified School District
Eureka Union
Evergreen Elementary School District
Evergreen Union
Exeter Union Elementary School District
Exeter Union High School District

F

Fairfax Elementary School District
Fairfield-Suisun Unified School District
Fall River Joint Unified School District
Fallbrook Union Elementary School District
Fallbrook Union High School District
Farmersville Unified School District
Feather Falls Union Elementary School District
Ferndale Unified School District
Fieldbrook Elementary School District
Fillmore Unified School District
Firebaugh-Las Deltas Joint Unified School District
Flournoy Union Elementary School District
Folsom-Cordova Unified School District
Fontana Unified School District
Foresthill Union Elementary School District
Forestville Union Elementary School District

Fort Jones Union Elementary School District
Fort Ross Elementary School District
Fort Sage Unified School District
Fortuna Union Elementary School District
Fortuna Union High School District
Fountain Valley Elementary School District
Fowler Unified School District
Franklin Elementary School District
Franklin-McKinley Elementary School District
Fremont Unified School District
Fremont Union High School District
French Gulch-Whiskeytown Elementary School District
Freshwater Elementary School District
Fresno County Office of Education
Fresno Unified School District
Fruitvale Elementary School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

Forks of Salmon Elementary School District
Fort Bragg Unified School District

Fullerton Elementary School District
Fullerton Joint Union High School District

G

Galt Joint Union Elementary School District
Galt Joint Union High School District
Garden Grove Unified School District
Garfield Elementary School District
Garvey Elementary School District
Gateway Unified School District
Gazelle Union Elementary School District
General Shafter Elementary School District
Gerber Union Elementary School District
Geyserville Unified School District
Gilroy Unified School District
Glendale Unified School District
Glendora Unified School District
Glenn County Office of Education
Gold Oak Union Elementary School District
Gold Trail Union Elementary School District
Golden Feather Union Elementary School District
Golden Plains Unified School District
Golden Valley Unified School District

Goleta Union Elementary School District
Gonzales Unified School District
Gorman Elementary School District
Grant Elementary School District
Grant Joint Union High School District
Grass Valley Elementary School District
Gratton Elementary School District
Gravenstein Union Elementary School District
Graves Elementary School District
Green Point Elementary School District
Greenfield Union Elementary School District
Greenfield Union Elementary School District
Grenada Elementary School District
Gridley Unified School District
Grossmont Union High School District
Guadalupe Union Elementary School District
Guerneville Elementary School District
Gustine Unified School District

H

Hacienda La Puente Unified School District
Hamilton Union Elementary School District
Hamilton Union High School District
Hanford Elementary School District
Hanford Joint Union High School District
Happy Camp Union Elementary School District
Happy Valley Elementary School District

Hillsborough City Elementary School District
Hilmar Unified School District
Hollister
Holt Union Elementary School District
Holtville Unified School District
Hope Elementary School District
Hope Elementary School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

Happy Valley Union Elementary School District
Harmony Union Elementary School District
Hart-Ransom Union Elementary School District
Hawthorne Elementary School District
Hayward Unified School District
Healdsburg Unified School District
Heber Elementary School District
Helendale Elementary School District
Hemet Unified School District
Hermosa Beach City Elementary School District
Hesperia Unified School District
Hickman Community Charter

Horicon Elementary School District
Hornbrook Elementary School District
Hot Springs Elementary School District
Howell Mountain Elementary School District
Hueneme Elementary School District
Hughes-Elizabeth Lakes Union Elementary School District
Hughson Unified School District
Humboldt County Office of Education
Huntington Beach City Elementary School District
Huntington Beach Union High School District
Hydesville Elementary School District

I

Igo, Ono, Platina Union Elementary School District
Imperial County Office of Education
Imperial Unified School District
Indian Diggings Elementary School District
Indian Springs Elementary School District

Inglewood Unified School District
Inyo County Office of Education
Irvine Unified School District
Island Union Elementary School District

J

Jacoby Creek Elementary School District
Jamestown Elementary School District
Jamul-Dulzura Union Elementary School District
Janesville Union Elementary School District
Jefferson Elementary School District
Jefferson Elementary School District
Jefferson Elementary School District
Jefferson Union High School District

John Swett Unified School District
Johnstonville Elementary School District
Julian Union Elementary School District
Julian Union High School District
Junction City Elementary School District
Junction Elementary School District
Junction Elementary School District
Jurupa Unified School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

K

Kashia Elementary School District
Kelseyville Unified School District
Kentfield Elementary School District
Kenwood Elementary School District
Keppel Union Elementary School District
Kerman Unified School District
Kern County Office of Education
Kern Union High School District
Kernville Union Elementary School District
Keyes Union
King City Joint Union High School District
King City Union Elementary School District
Kings Canyon Joint Unified School District

Kings County Office of Education
Kings River Union Elementary School District
Kings River-Hardwick Union Elementary School District
Kingsburg Elementary Charter
Kingsburg Joint Union High School District
Kirkwood Elementary School District
Kit Carson Union Elementary School District
Klamath River Union Elementary School District
Klamath-Trinity Joint Unified School District
Kneeland Elementary School District
Knights Ferry Elementary School District
Knightsen Elementary School District
Konocti Unified School District

L

La Canada Unified School District
La Grange Elementary School District
La Habra City Elementary School District
La Honda-Pescadero Unified School District
La Mesa-Spring Valley
Lafayette Elementary School District
Laguna Beach Unified School District
Laguna Joint Elementary School District
Lagunita Elementary School District
Lagunitas Elementary School District
Lake County Office of Education
Lake Elementary School District
Lake Elsinore Unified School District
Lake Tahoe Unified School District
Lakeport Unified School District
Lakeside Joint Elementary School District
Lakeside Union Elementary School District

Liberty Elementary School District
Liberty Elementary School District
Liberty Union High School District
Lincoln Elementary School District
Lincoln Unified School District
Linden Unified School District
Lindsay Unified School District
Linns Valley-Poso Flat Union
Little Lake City Elementary School District
Little Shasta Elementary School District
Live Oak Elementary School District
Live Oak Unified School District
Livermore Valley Joint Unified School District
Livingston Union Elementary School District
Lodi Unified School District
Loleta Union Elementary School District
Loma Prieta Joint Union Elementary School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

Lakeside Union Elementary School District

Lakeside Union School District

Lammersville Elementary School District

Lamont Elementary School District

Lancaster Elementary School District

Larkspur Elementary School District

Las Lomas Elementary School District

Las Virgenes Unified School District

Lassen County Office of Education

Lassen Union High School District

Lassen View Union Elementary School District

Laton Joint Unified School District

Latrobe School District

Lawndale Elementary School District

Laytonville Unified School District

Le Grand Union Elementary School District

Le Grand Union High School District

Leggett Valley Unified School District

Lemon Grove Elementary School District

Lemoore Union Elementary School District

Lemoore Union High School District

Lennox Elementary School District

Lewiston Elementary School District

Lompoc Unified School District

Lone Pine Unified School District

Long Beach Unified School District

Loomis Union Elementary School District

Los Alamitos Unified School District

Los Alamos Elementary School District

Los Altos Elementary School District

Los Angeles County Office of Education

Los Angeles Unified School District

Los Banos Unified School District

Los Gatos Union Elementary School District

Los Gatos-Saratoga Joint Union High School District

Los Molinos Unified School District

Los Nietos Elementary School District

Los Olivos Elementary School District

Lost Hills Union Elementary School District

Lowell Joint

Lucerne Elementary School District

Lucerne Valley Unified School District

Lucia Mar Unified School District

Luther Burbank

Lynwood Unified School District

M

Madera County Office of Education

Madera Unified School District

Magnolia School District

Magnolia Union Elementary School District

Mammoth Unified School District

Manchester Union Elementary School District

Manhattan Beach Unified School District

Manteca Unified School District

Millville Elementary School District

Milpitas Unified School District

Mineral Elementary School District

Mission Union Elementary School District

Modesto City Elementary School District

Modesto City High School District

Modoc County Office of Education

Modoc Joint Unified School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

<u>Manton Joint Union Elementary School District</u>	<u>Mojave Unified School District</u>
<u>Manzanita Elementary School District</u>	<u>Mono County Office of Education</u>
<u>Maple Creek Elementary School District</u>	<u>Monroe Elementary School District</u>
<u>Maple Elementary School District</u>	<u>Monrovia Unified School District</u>
<u>Marcum-Illinois Union Elementary School District</u>	<u>Monson-Sultana Joint Union Elementary School District</u>
<u>Maricopa Unified School District</u>	<u>Montague Elementary School District</u>
<u>Marin County Office of Education</u>	<u>Monte Rio Union Elementary School District</u>
<u>Mariposa County Office of Education</u>	<u>Montebello Elementary School District</u>
<u>Mariposa County Unified School District</u>	<u>Montebello Unified School District</u>
<u>Mark Twain Union Elementary School District</u>	<u>Montecito Union Elementary School District</u>
<u>Mark West Union Elementary School District</u>	<u>Monterey County Office of Education</u>
<u>Martinez Unified School District</u>	<u>Monterey Peninsula Unified School District</u>
<u>Marysville Joint Unified School District</u>	<u>Montgomery Elementary School District</u>
<u>Mattole Unified School District</u>	<u>Moorpark Unified School District</u>
<u>Maxwell Unified School District</u>	<u>Moraga Elementary School District</u>
<u>McCabe Union Elementary School District</u>	<u>Moreland Elementary School District</u>
<u>McCloud Union Elementary School District</u>	<u>Moreno Valley Unified School District</u>
<u>McFarland Unified School District</u>	<u>Morgan Hill Unified School District</u>
<u>McKinleyville Union Elementary School District</u>	<u>Morongo Unified School District</u>
<u>McKittrick Elementary School District</u>	<u>Mother Lode Union Elementary School District</u>
<u>McSwain Union Elementary School District</u>	<u>Mount Baldy Joint Elementary School District</u>
<u>Meadows Union Elementary School District</u>	<u>Mount Diablo Unified School District</u>
<u>Mendocino County Office of Education</u>	<u>Mount Pleasant Elementary School District</u>
<u>Mendocino Unified School District</u>	<u>Mount Shasta Union Elementary School District</u>
<u>Mendota Unified School District</u>	<u>Mountain Elementary School District</u>
<u>Menifee Union Elementary School District</u>	<u>Mountain Empire Unified School District</u>
<u>Menlo Park City Elementary School District</u>	<u>Mountain House Elementary School District</u>
<u>Merced City Elementary School District</u>	<u>Mountain Union Elementary School District</u>
<u>Merced County Office of Education</u>	<u>Mountain Valley Unified School District</u>
<u>Merced River Union Elementary School District</u>	<u>Mountain View Elementary School District</u>
<u>Merced Union High School District</u>	<u>Mountain View Elementary School District</u>
<u>Meridian Elementary School District</u>	<u>Mountain View-Los Altos Union High School District</u>
<u>Mesa Union Elementary School District</u>	<u>Mountain View-Whisman Elementary School District</u>
<u>Middletown Unified School District</u>	<u>Mulberry Elementary School District</u>
<u>Midway Elementary School District</u>	<u>Mupu Elementary School District</u>

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

Mill Valley Elementary School District

Millbrae Elementary School District

Muroc Joint Unified School District

Murrieta Valley Unified School District

N

Napa County Office of Education

Napa Valley Unified School District

National Elementary School District

Natomas Unified School District

Needles Unified School District

Nevada City Elementary School District

Nevada County Office of Education

Nevada Joint Union High School District

New Haven Unified School District

New Hope Elementary School District

New Jerusalem Elementary School District

Newark Unified School District

Newcastle Elementary School District

Newhall Elementary School District

Newman-Crows Landing Unified School District

Newport-Mesa Unified School District

Nicasio Elementary School District

Norris Elementary School District

North County Joint Union Elementary School District

North Cow Creek Elementary School District

North Monterey County Unified School District

North Sacramento Elementary School District

Northern Humboldt Union High School District

Norwalk-La Mirada Unified School District

Novato Unified School District

Nuestro Elementary School District

Nuview Union Elementary School District

O

Oak Grove Elementary School District

Oak Grove Union Elementary School District

Oak Park Unified School District

Oak Run Elementary School District

Oak Valley Union Elementary School District

Oak View Union Elementary School District

Oakdale Joint Unified School District

Oakland Unified School District

Oakley Union Elementary School District

Ocean View Elementary School District

Ocean View

Oceanside Unified School District

Orange Center Elementary School District

Orange County Department of Education

Orange Unified School District

Orchard Elementary School District

Orcutt Union Elementary School District

Orick Elementary School District

Orinda Union Elementary School District

Orland Joint Unified School District

Oro Grande Elementary School District

Oroville City Elementary School District

Oroville Union High School District

Outside Creek Elementary School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

Ojai Unified School District
Old Adobe Union Elementary School District
Ontario-Montclair Elementary School District
Ophir Elementary School District

Owens Valley Unified School District
Oxnard Elementary School District
Oxnard Union High School District

P

Pacheco Union Elementary School District
Pacific Elementary School District
Pacific Grove Unified School District
Pacific Unified School District
Pacific Union Elementary School District
Pacific Union Elementary School District
Pacifica
Pajaro Valley Unified School District
Palermo Union Elementary School District
Palm Springs Unified School District
Palmdale Elementary School District
Palo Alto Unified School District
Palo Verde Unified School District
Palo Verde Union Elementary School District
Palos Verdes Peninsula Unified School District
Panama-Buena Vista Union
Panoche Elementary School District
Paradise Elementary School District

Pioneer Union Elementary School District
Pioneer Union Elementary School District
Pittsburg Unified School District
Pixley Union Elementary School District
Placentia-Yorba Linda Unified School District
Placer County Office of Education
Placer Hills Union Elementary School District
Placer Union High School District
Placerville Union Elementary School District
Plainsburg Union Elementary School District
Planada Elementary School District
Plaza Elementary School District
Pleasant Grove Joint Union
Pleasant Ridge Union Elementary School District
Pleasant Valley Elementary School District
Pleasant Valley Joint Union Elementary School District
Pleasant Valley
Pleasant View Elementary School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

Petaluma City Elementary School District
Petaluma Joint Union High School District
Piedmont City Unified School District
Pierce Joint Unified School District
Pine Ridge Elementary School District
Piner-Olivet Union Elementary School District
Pioneer Union Elementary School District

Pope Valley Union Elementary School District
Porterville Unified School District
Portola Valley Elementary School District
Potter Valley Community Unified School District
Poway Unified School District
Princeton Joint Unified School District

Q

Quartz Valley Elementary School District

R

Raisin City Elementary School District
Ramona City Unified School District
Rancho Santa Fe Elementary School District
Ravendale-Termo Elementary School District
Ravenswood City Elementary School District
Raymond-Knowles Union Elementary School District
Ready Springs Union Elementary School District
Red Bluff Joint Union High School District
Red Bluff Union Elementary School District
Redding Elementary School District
Redlands Unified School District
Redondo Beach Unified School District
Redwood City Elementary School District
Reed Union Elementary School District
Reeds Creek Elementary School District
Reef-Sunset Unified School District
Rescue Union Elementary School District
Rialto Unified School District
Richfield Elementary School District
Richgrove Elementary School District

Rio Dell Elementary School District
Rio Elementary School District
Rio Linda Union Elementary School District
Ripon Unified School District
River Delta Joint Unified School District
Riverbank Unified School District
Riverdale Joint Unified School District
Riverside County Office of Education
Riverside Unified School District
Roberts Ferry Union Elementary School District
Robla Elementary School District
Rockford Elementary School District
Rocklin Unified School District
Rohnerville Elementary School District
Romoland Elementary School District
Rosedale Union Elementary School District
Roseland Elementary School District
Rosemead Elementary School District
Roseville City Elementary School District
Roseville Joint Union High School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

Richland Union Elementary School District
Richmond Elementary School District
Rim of the World Unified School District
Rincon Valley Union Elementary School District
Rio Bravo-Greeley Union Elementary School District

Ross Elementary School District
Ross Valley Elementary School District
Round Valley Joint Elementary School District
Round Valley Unified School District
Rowland Unified School District

S

SBE - Academy of Culture and Technology (Act)
SBE - Animo Inglewood Charter
SBE - Edison Charter Academy
SBE - KIPP Summit Academy
SBE - Leadership Public Schools - Hayward

Saugus Union Elementary School District
Sausalito / Marin City Schools
Savanna Elementary School District
Scotia Union Elementary School District
Scotts Valley Unified School District

Santa Barbara High School District
Santa Clara County Office of Education
Santa Clara Elementary School District
Santa Clara Unified School District
Santa Cruz City Elementary School District

Stanislaus County Office of Education
Stanislaus Union Elementary School District
Stockton City Unified School District
Stone Corral Elementary School District
Stony Creek Joint Unified School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

San Dieguito Union High School District
San Francisco County Office of Education
San Francisco Unified School District
San Gabriel Unified School District
San Jacinto Unified School District
San Joaquin County Office of Education
San Jose Unified School District
San Juan Unified School District
San Leandro Unified School District
San Lorenzo Unified School District
San Lorenzo Valley Unified School District
San Lucas Union Elementary School District
San Luis Coastal Unified School District
San Luis Obispo County Office of Education
San Marcos Unified School District
San Marino Unified School District
San Mateo County Office of Education
San Mateo Union High School District
San Mateo-Foster City Elementary School District
San Miguel Joint Union
San Pasqual Union Elementary School District
San Pasqual Valley Unified School District
San Rafael City Elementary School District
San Rafael City High School District
San Ramon Valley Unified School District
San Ysidro Elementary School District
Sanger Unified School District
Santa Ana Unified School District
Santa Barbara County Office of Education
Santa Barbara Elementary School District

Siskiyou County Office of Education
Siskiyou Union High School District
Snelling-Merced Falls Union Elementary School District
Snowline Joint Unified School District
Solana Beach Elementary School District
Solano County Office of Education
Soledad Unified School District
Solvang Elementary School District
Somis Union
Sonoma County Office of Education
Sonoma Valley Unified School District
Sonora Elementary School District
Sonora Union High School District
Soquel Union Elementary School District
Soulsbyville Elementary School District
South Bay Union Elementary School District
South Bay Union Elementary School District
South Fork Union Elementary School District
South Pasadena Unified School District
South San Francisco Unified School District
South Whittier Elementary School District
Southern Humboldt Joint Unified School District
Southern Kern Unified School District
Southern Trinity Joint Unified School District
Southside Elementary School District
Spencer Valley Elementary School District
Spreckels Union Elementary School District
Springville Union Elementary School District
St. Helena Unified School District
Standard Elementary School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

Santa Cruz City High School District
Santa Cruz County Office of Education
Santa Maria Joint Union High School District
Santa Maria-Bonita Elementary School District
Santa Monica-Malibu Unified School District
Santa Paula Elementary School District
Santa Paula Union High School District
Santa Rita Union Elementary School District
Santa Rosa Elementary School District
Santa Rosa High School District
Santa Ynez Valley Union High School District
Santee Elementary School District
Saratoga Union Elementary School District
Saucelito Elementary School District

Strathmore Union Elementary School District
Sulphur Springs Union Elementary School District
Summerville Elementary School District
Summerville Union High School District
Sundale Union Elementary School District
Sunnyside Union Elementary School District
Sunnyvale Elementary School District
Sunol Glen Unified School District
Surprise Valley Joint Unified School District
Susanville Elementary School District
Sutter County Office of Education
Sutter Union High School District
Sweetwater Union High School District
Sylvan Union Elementary School District

T

Taft City Elementary School District
Taft Union High School District
Tahoe-Truckee Joint Unified School District
Tamalpais Union High School District
Tehachapi Unified School District
Tehama County Office of Education
Temecula Valley Unified School District
Temple City Unified School District
Templeton Unified School District
Terra Bella Union Elementary School District
Thermalito Union Elementary School District
Three Rivers Union Elementary School District
Tipton Elementary School District
Torrance Unified School District
Tracy Joint Unified School District
Traver Joint Elementary School District
Travis Unified School District

Tres Pinos Union Elementary School District
Trinidad Union Elementary School District
Trinity Center Elementary School District
Trinity County Office of Education
Trinity Union High School District
Trona Joint Unified School District
Tulare City Elementary School District
Tulare County Office of Education
Tulare Joint Union High School District
Tulelake Basin Joint Unified School District
Tuolumne County Office of Education
Turlock Unified School District
Tustin Unified School District
Twain Harte-Long Barn Union Elementary School District
Twin Hills Union Elementary School District
Twin Ridges Elementary School District
Two Rock Union Elementary School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

U

Ukiah Unified School District
Union Hill Elementary School District
Union Joint Elementary School District
Union School District

Upland Unified School District
Upper Lake Union Elementary School District
Upper Lake Union High School District

V

Vacaville Unified School District
Val Verde Unified School District
Valle Lindo Elementary School District
Vallecito Union
Vallecitos Elementary School District
Vallejo City Unified School District

Ventura County Office of Education
Ventura Unified School District
Victor Elementary School District
Victor Valley Union High School District
Vineland Elementary School District
Visalia Unified School District

EXHIBIT A
CALIFORNIA SCHOOL DISTRICTS

Weaver Union Elementary School District
Weaverville Elementary School District
Weed Union Elementary School District
West Contra Costa Unified School District
West Covina Unified School District
West Fresno Elementary School District
West Park Elementary School District
West Side Union Elementary School District
West Sonoma County Union High School District
Western Placer Unified School District
Westminster Elementary School District
Westmorland Union Elementary School District
Westside Elementary School District
Westside Union Elementary School District

Wilmar Union Elementary School District
Wilsona Elementary School District
Windsor Unified School District
Winship-Robbins
Winters Joint Unified School District
Winton Elementary School District
Wiseburn Elementary School District
Woodlake Union Elementary School District
Woodlake Union High School District
Woodland Joint Unified School District
Woodside Elementary School District
Woodville Union Elementary School District
Wright Elementary School District

Y

Yolo County Office of Education
Yosemite Joint Union High School District
Yreka Union Elementary School District
Yreka Union High School District

Yuba City Unified School District
Yuba County Office of Education
Yucaipa-Calimesa Joint Unified School District