



**BUSBOSS**

PROFESSIONAL

**TRANSPORTATION ROUTING AND  
MANAGEMENT SOFTWARE**

*PROPOSAL PREPARED FOR:  
Minidoka County Joint School District #331*

Wednesday, 06/01/2016



**Orbit Software**

## CORPORATE OVERVIEW

### COMMITMENT

OSI is a highly respected company known for having the easiest, most user-friendly transportation routing and scheduling software product available and having the highest quality customer support. Through boundless commitment, we have become known as a company that is dedicated to helping our clients succeed.

OSI works side-by-side with customers to continuously add more and more functionality to be able to accommodate the growing needs of the school district, from administration personnel to transportation staff.

We understand that in the world of student transportation there are many challenges. Every day you are expected to do more with less while still maintaining safe transportation for your students. We are committed to developing and offering you an easy solution that will help to relieve some of your burden.



Sonia Mastros, President

### COMPANY INFORMATION

Sonia M. Mastros, President  
Orbit Software, Inc.  
424 King Street  
Pottstown, PA 19464-5610  
Toll Free: (866) 740-8994  
Fax: (484) 941-0825

soniasr@orbitsoftware.net  
www.orbitsoftware.net  
www.busboss.com

**Federal EIN:**  
**23-2939536**

### STABILITY & GROWTH

OSI has grown at an average rate of over 25% new customers per year. Even in today's economy, with school districts facing budget cuts, BusBoss™ is the management tool transportation directors should not be without. This year it is projected to be over 35%.

### STANDARDS

The BusBoss™ application is currently available as a local client/server or as a hosted solution. A local client will provide users with more features, graphics and choices making the applications more customizable. Local clients do not rely on a central processing server because the processing is done locally on the user system, and the server is accessed primarily for storage purposes. This allows for a more robust and local computing environment. Updates and service packs can be automatically downloaded to each workstation.

The BusBoss™ SaaS deployment model is where an application is hosted as a service provided to districts across the Internet. By eliminating the need to install and run the application on the district's own computers, SaaS alleviates the customer's burden of software maintenance, ongoing operation, and support. Using SaaS can also eliminate the up-front expense of purchasing the software (BusBoss™ software only - other costs would still apply) and only pay for each user accessing the service. Districts would still have the option of purchasing the software at any time and using it locally instead.

### OTHER PRODUCTS AND/OR SERVICES

- BusBoss™ Trips
- iBusBoss™ Internet Reporting Software
- BusBoss SIF Agent
- Custom Student Import Tools
- Family Watchdog Sex Offender Service Alerts
- TRIPpatrol™ Vehicle GPS Tracking Software
- STUDENTpatrol Student Tracking and Attendance Software
- Data & Route Conversions
- Onsite & Remote Installation & Training
- Specialized Software Support Services
- Software as a Service (SaaS)
- GPS Vehicle Tracking Devices and Student Card Readers



**Orbit Software**

## TRANSPORTATION MANAGEMENT SOFTWARE AND SERVICES DETAILS

### Description of Software and Services (based on 4,231 students enrolled/2,600 transported)

**BusBoss™ Professional District Wide Perpetual License – Client/Server** – School Bus Routing and Scheduling Software includes TomTom (aka TeleAtlas) map data for three counties; additional counties available for \$300/county single user or \$500/county multi user license. Other map data such as ESRI and 911 maps can also be used instead of TomTom Map Data for an additional charge. Unlimited User Site License; there is no separate charge for each person using BusBoss. 30 Days Free Installation Support.

**Data Conversion (part of Deployment Planning and Prep)** - Includes converting student information, address locations, school information, bus stop locations, vehicle information, and driver information. The data can be converted from your organization's main student information system, (such as Tenex, PowerSchool, Skyward and SASIxp), Excel spreadsheet, or almost any format you may use. We will also provide you with your students' houses and stops already located on your map (depending on address descriptions).

**Route Conversion (part of Deployment Planning and Prep)** - Includes current Runs and Routes with Student Stop Assignments. Route data must be submitted in electronic format for conversion (Excel, Word, Access, ASCII, etc.) and can be converted from any competitive routing program such as VersaTrans, Edulog, Transfinder, MapNet, BusTracks and BusStops. We will guarantee that students are assigned to their current bus stop and current bus routes. This service will save you significant time and reduce the amount of work required to start using BusBoss. This is an optional service. The district can choose to enter bus routes themselves.

**Instructor Led Onsite Training** - 3 days of on-site training is recommended for **BusBoss Professional** at **\$1,200.00** per day. All training is performed at your site using your hardware and data. There are no limitations on the number of people that can attend the training. **(Travel time and expenses included; rescheduling /cancellation fees not included)**. Additional training is recommended for the add-ons listed below. Additional training options are shown below.

**Annual Support and Maintenance** - Customer support is available and renewable on a yearly basis. (For complete details please see attached BUSBOSS™ SOFTWARE SUPPORT AGREEMENT). \* The first year fee for support and maintenance is included in the purchase of the software. Renewal and 3 year fixed rates also available.

**iBusBoss™ Web Query** - Authorized users can securely view up-to-date student and route information directly from BusBoss on any computer or smart phone with Internet access. iBusBoss contains a large selection of reports that can easily be viewed, sorted, formatted and printed, to meet any users individual needs. Parents or staff can also enter an address or intersection and get nearby bus stop and routing information. This avoids unnecessary calls to the transportation department. The perfect solution for any organization that needs to have its' transportation information available to anyone, anytime, anywhere.

**MyTRIPS Field Trips** – Provides the functionality for field trip scheduling, monitoring and costing. This function streamlines the task of managing field trips, from requesting, approving/denying, to scheduling and billing. Unlimited Users.

**BusBoss™ SIF Agent or Automated Student Import Tool** - Using SIF certified Student Information Systems (such as Tenex, PowerSchool, Skyward and SASIxp), student changes can be sent immediately to BusBoss™, which then assigns students to routes (as needed). The routing changes are then exported back to the SIF Agent for updating the student information system transportation records. Automated Student Importing is available without the BusBoss SIF Agent using the Custom Student Import Tool.

**PowerSchool/BusBoss Live Sync™** - BusBoss Live Sync users will benefit from the ability to have direct access to synchronize student information from the PowerSchool database. This added functionality will help districts save time, money and resources by automatically retrieving real-time student information such as new student registrations, student withdrawals and critical student changes. Quickly update bus routes and student routing schedules. PowerSchool users will be also able to see up-to-date student routing information directly on the Power School Transportation page. This eliminates the need for creating import/export files used by either program.

**TRIPpatrol™ Real-Time GPS Tracking** – Monitor drivers to ensure student safety and driver compliance. GPS Tracking is an option that serves as a sophisticated tool to reduce costs for your district as well as providing your district with features for safely transporting students to and from school. Compare planned routes versus actual routes and get alerted whenever the driver deviates from their assigned routes. Everything displays on your BusBoss™ map. **(Does not include Hardware or Custom Data Manager costs)**.

**STUDENTpatrol™ Real-Time GPS Tracking** – Track student location information to be alerted if a student gets on or off the bus at the wrong stop. Compare planned routing versus actual routing and locate your students as needed. Requires a vehicle GPS tracking device, for getting a list of student passengers on individual bus routes in real-time while providing a notification service to the parents. **(Does not include Hardware or Custom Data Manager costs)**.

**Sex Offenders and Threat Zones** - Visually identify the location of sex offenders and threat zones located within your district to ensure bus stops are kept at a safe distance. Daily updates for sex offenders can be downloaded automatically from the Family Watchdog website (annual fee applies). This functionality can also be used to monitor drug zones or gang areas or any specific locations which should not be used for placing bus stops. An alert will be displayed when there are pre-existing stops or a user is trying to add a new stop within a user-defined proximity to a sex offender or threat.

## TRANSPORTATION MANAGEMENT SOFTWARE AND SERVICES DETAILS

<b>Recommended Software and Services (based on 4,231 students enrolled/2,600 transported)</b>	<b>Cost</b>
BusBoss™ Professional District Wide Perpetual License – Client/Server	\$ 6,190. <sup>00</sup>
Data Conversion (part of Deployment Planning and Prep)	1,615. <sup>00</sup>
Route Conversion (part of Deployment Planning and Prep)	1,615. <sup>00</sup>
BusBoss SIF Agent	2,500. <sup>00</sup>
Instructor Led Onsite Training (2 Days)	2,400. <sup>00</sup>
Software End User Annual Support and Maintenance Through Jun 30, 2017 (formal training required)	Included
<i>*Optional software and services can be added at any time with the purchase of BusBoss™</i>	
<b>RECOMMENDED SOFTWARE AND SERVICES .....</b>	<b>\$ 14,320.<sup>00</sup></b>

<b>Optional Integrated Software and Services for Unlimited Users (includes set-up/installation and support through June 30, 2017)</b>	
* iBusBoss™ Web Query	1,500. <sup>00</sup>
* BusBoss MyTRIPS Web Based Field Trips Management	2,115. <sup>00</sup>
* PowerSchool/BusBoss Live Sync™	5,000. <sup>00</sup>
* TRIPpatrol™ Real-Time Vehicle GPS Tracking Integrating Deviation Alerts	2,000. <sup>00</sup>
* STUDENTpatrol™ Real-Time Student GPS Tracking Integrating Deviation Alerts	2,500. <sup>00</sup>
* Family Watchdog Sex Offender Alert Service	435. <sup>00</sup>

### TRAINING OPTIONS

**Web Based Training:** Unlimited online self-training is provided at no charge accessed directly from within BusBoss to our help eTraining website. There are no limitations on the number of people that access the training sessions. Instructor Led Training can be added on at any time.

**Instructor Led Onsite Training:**

Additional On-site training is available at \$1,200.00 per day. All training is performed at your site using your hardware and data. There are no limitations on the number of people that can attend the training. **(Travel time and expenses included; rescheduling /cancellation fees not included).**

**Instructor Led Online:** Remote training can be provided in 3 hour increments at \$125.00 per hour with the purchase of the End User Software Support Contract.

**Vendor Hosted** training can be provided at \$750.00 per day for up to 6 attendees with the purchase of the End User Software Support Contract.

### TERMS AND CONDITIONS

**SETUP TIME REQUIRED** - The time needed for the Standard Data Conversion is 2 (two) weeks from the day we receive your data. The time for the Route Conversion is an additional 2 (two) weeks. **Total estimated setup time is 2-4 (four) weeks.**

**PAYMENT TERMS:** The normal method of payment is 50% with the signed agreement and 50% on or before installation. Other payment options may be available.

**WARRANTY:** Product compliance with the terms of contract for a period of one year from the date of completion and final payment has been made.

### DEPLOYMENT PLANNING AND PREP

Please download the complete guide from our [website](#).

### HARDWARE REQUIREMENTS

Please visit our [website](#) for complete details.

**THIS UNLIMITED USER LICENSE AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

- (1) **ORBIT SOFTWARE, INC.**, with its principle place of business at 424 King Street, Pottstown, PA 19464-5610; and
- (2) **MINIDOKA COUNTY JOINT SCHOOL DISTRICT #331**, with its principal place of business at 633 Fremont Avenue, Rupert, ID 83350.

In consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

**1.0 DEFINITIONS.** The following terms shall be defined as hereinafter set forth:

- 1.1 OSI – Orbit Software, Inc.
- 1.2 Buyer – Party (2) above
- 1.3 the Software – a licensed copy of BusBoss™ packaged by OSI
- 1.4 the Data - BusBoss™ data delivered with the Software
- 1.5 Related Materials – includes, but not limited to, printed materials, user documentation, and training documentation supplied by OSI under this Agreement.
- 1.6 License Fees – the monies to be paid by the Buyer for one copy of BusBoss™ (excludes data conversion, training, and annual maintenance fees paid).

**2.0 TERMS**

OSI provides the Software and licenses its use within the terms stated below:

- 2.1 Buyer is granted a nontransferable, nonexclusive license to use the Software under the terms stated in this Agreement for Buyer's business use.
- 2.2 Buyer shall not make copies of any documentation, additional copies of reference manuals, or Related Materials provided to Buyer with the Software, but must purchase these directly from OSI.
- 2.3 Buyer shall not make copies, translations or modifications of or to the Software. Buyer must reproduce the copyright notice on any copy of the Software or portion of the Software merged into another software. All copies of the Software and any portion of the Software merged into or used in conjunction with another software will continue to be the property of OSI and subject to the terms and conditions of this Agreement.
- 2.4 Buyer shall not assign, sell, lease, rent, sublicense, transfer, or allow the use of the Software or this license or disclose the Software to any other person, entity, or organization. Buyer or its agents, representatives, employees, consultants, or anyone else, shall not reverse-engineer, disassemble or decompile the Software or otherwise attempt to discover the source code, structural framework, or data structure of the Software.
- 2.5 This license terminates if Buyer fails to comply with any provisions of this Agreement. Buyer agrees upon termination to return and destroy the Software, together with all copies, modifications and merged portions in any form, including any copy in any Buyer computer memory, hard disk, or contained in any media currently existing or that may be developed in the future.

**3.0 COPYRIGHT**

The Software and Related Materials are owned by OSI and are protected by United States copyright laws and applicable international treaties and/or conventions.

**4.0 PRICES**

The price to be paid by the Buyer to OSI is set out in the proposal accompanying this agreement.

**5.0 WARRANTIES**

OSI warrants that the Software substantially conforms to the specifications contained in OSI's packaging and promotional materials for a period of ninety (90) days from delivery of the Software, provided that the Software is used on the computer operating system for which it was designed. OSI further warrants that the media on which the Software is furnished will be free from defects in materials or workmanship for a period of ninety (90) days from delivery. OSI's sole obligation and liability for breach of the foregoing warranties shall be to replace or correct the Software so that it substantially conforms to the specifications or to replace the defective media, as the case may be. Any modification of the Software by anyone other than OSI voids the foregoing warranty. NO OTHER WARRANTIES ARE EXPRESSED AND NONE SHALL BE IMPLIED. OSI SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE FOREGOING MAY NOT APPLY TO YOU.

**6.0 DISCLAIMER**

The Software, Data, and Related Materials are provided "as is" except as may otherwise be expressly set forth herein. OSI makes no representations or warranties, express or implied with respect to the Software, the Data, or Related Materials, including by way of example and not limitation, the implied warranties of merchantability and fitness for a particular purpose. By way of further example and not limitation, OSI makes no representations or warranties, express or implied, with respect to the accuracy, reliability or completeness of the Data or Related Materials. The entire risk as to the use of the Software, the Data, and Related Materials is assumed by the Buyer. In no event shall OSI be liable to the Buyer or any other person, regardless of the cause, for the effectiveness or accuracy of the Software, the Data or the Related Materials, or for any special, indirect, incidental or consequential damages arising from or occasioned by your use of the Software, the Data or the Related Materials, even if OSI is advised of the possibility of such damages. In the event the foregoing is found by a court of competent jurisdiction to be ineffective, the Buyer hereby agrees that OSI's maximum liability for any claim arising in connection with the Software, the Data and/or the Related Materials (whether in contract, tort, including negligence, product liability or otherwise) shall not exceed the License Fees paid by the Buyer with respect to the Software, the Data, and Related Materials at issue.

**7.0 INDEMNITIES**

Buyer shall indemnify and hold OSI harmless from and against any damages, loss, costs, claims or expenses (including, but not limited to, any indirect, special or consequential damages, loss of profit, costs, claims or expenses of any kind) that results from breach of any of the warranties provided by OSI herein.

**8.0 ACKNOWLEDGEMENT**

Buyer acknowledges that the Buyer has read the limited warranty, understands it, and agrees to be bound by its terms and conditions. Buyer also agrees that: (1) No oral or written information or advice given by OSI, its dealers, distributors, agents or employees shall in any way increase the scope of this limited warranty, and Buyer shall not rely on any such information or advice. (2) Unless a written governing agreement signed by Buyer and OSI exists, this License Agreement is the complete and exclusive statement of agreement between OSI and Buyer, and supersedes all proposals, oral or written, and any other communications you may have had prior to purchasing your license. (3) Except for the price and delivery terms agreed upon by both parties, the terms and conditions of this license Agreement shall supersede those set forth in any purchase order where the purchase order conflicts or is inconsistent with or adds to the terms and conditions of this license, and those superseded purchase order terms and conditions shall be null and void. (4) Buyer agrees to assure that copies of this License Agreement are distributed, read and agreed to by each user of the Software, the Data, and Related Materials.

To acknowledge acceptance of this license agreement, please sign below.

**MINIDOKA COUNTY JOINT SCHOOL DISTRICT #331**

**ORBIT SOFTWARE, INC.**

\_\_\_\_\_  
**Authorized Signature**

*Sonia M. Mastros*  
\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Printed Name**

**Sonia M. Mastros**  
\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**President**  
\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



424 King Street  
Pottstown, PA 19464-5610  
www.busboss.com

## BusBoss™ SOFTWARE SUPPORT AGREEMENT

**SUBSCRIBER:** Minidoka County Joint School District #331  
633 Fremont Avenue  
Rupert, ID 83350

**SUPPORT AGREEMENT INCLUDES (For complete listing see Agreement Terms):**

- Free unlimited, timely, no-charge, toll free, telephone support for questions relating to the procedures and operations of software (excludes data related support) for unlimited users.
- Free unlimited, secure, no-charge, Internet support for remote viewing or software use assistance.
- On-site support and any support that is not related to the procedures and operations of software, will be billed at a discounted rate per hour or flat daily rate, (includes lodging, travel time and expenses), to be prepaid.
- 24-hour on-line user-guided training access from within the BusBoss software.
- Unlimited software updates and enhancements during period of support using website access.
- Free Internet Update training workshops as updates are released.
- Web based Field Trip Upload Support.

**BusBoss™ Professional Renewal Support Options** (select option desired):

- 3 Year Commitment with equal Annual Payments, due by July 31<sup>st</sup> of each year. No Annual Increases.**  
A 5% discount in the amount of \$144.75 billed at \$2,750.25 for each full year. **(100% Early Termination Fee)**  
**COST: \$ 8,250.75 (applying discount) PERIOD OF SUPPORT: July 1, 2017 to June 30, 2020**
- Annual Renewal (subject to annual increases)**  
Payments received by July 31<sup>st</sup> qualify for a 5% discount in the amount of \$144.75 billed at \$2,750.25 for the renewal year.  
**COST: \$ 2,895.00 PERIOD OF SUPPORT: July 1, 2017 to June 30, 2018**

✓ **Initial Support for Recommended Software included at no additional charge through June 30, 2017**

**Optional Integrated Software Support/Services for Unlimited Users effective July 1, 2017**

- |  |                       |
|--|-----------------------|
| <input type="checkbox"/> iBusBoss™ Support                                       | \$ 375.00 per year.   |
| <input type="checkbox"/> BusBoss MyTRIPS Support                                 | \$ 1,060.00 per year. |
| <input type="checkbox"/> BusBoss SIF Agent or Custom Student Import Tool Support | \$ 625.00 per year.   |
| <input type="checkbox"/> PowerSchool/BusBoss Live Sync™ Support                  | \$ 750.00 per year.   |
| <input type="checkbox"/> TRIPpatrol™ Real-Time Vehicle GPS Tracking              | \$ 500.00 per year.   |
| <input type="checkbox"/> STUDENTpatrol™ Real-Time Student GPS Tracking           | \$ 625.00 per year.   |
| <input type="checkbox"/> Family Watchdog Sex Offender Service                    | \$ 435.00 per year.   |

**SUBSCRIBER:**  
MINIDOKA COUNTY JOINT SCHOOL DISTRICT #331

**SUPPORT PROVIDER:**  
ORBIT SOFTWARE, INC.

\_\_\_\_\_  
Authorized Signature

*Sonia M. Mastros*  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Sonia M. Mastros  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**To place an order with Orbit Software, Inc.  
please provide:**

- **Purchase Order**
- **Signed License Agreement**
- **Signed Support Contract**
- **50% Deposit (balance due on or before installation)**
- **Implementation Contact Person(s)**
- **Data for conversions**
- **Tentative Installation/Training Date(s)**

*Purchase Order & Check(s) made out to:  
Orbit Software, Inc.*



**Orbit Software**