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June 21, 2018

Mr. Tim Wyrosdick
Superintendent of Schools
5086 Canal Street
Milton, FL 32570-6707

Dear Mr. Wyrosdick,

Midway through the current transportation contract, Durham School Services provided Bus Tracker, a free app which allows users with authorized credentials to track the location of buses. This app has been very popular with parents, who have become accustomed to tracking their children's buses. However, the app was not managed and was tied to buses, not routes, so the app only showed the location of the bus wherever it was. This was not helpful if a bus was on a field trip, in for maintenance or being replaced by a substitute bus.

A similar app was not included in the contract with STA. When this was discovered, negotiations began to add one to the contract. STA does have such an app, however it is managed and requires a full time position to do so, therefore comes with a cost. The initial offer was \$100,000 a year, however was negotiated to \$65,000, which covers the cost of the full time manager, who will program changes daily as they happen. If a sub bus is used, the app will show that bus. For users who sign up for notifications, messages will be sent as changes are made for those following their children's route.

It is recommended that the board approve the attached agreement for SafeStop as an amendment to the STA contract resulting from RFP 18-01 Transportation Management Services. The agreement is for July 1, 2018 through June 30, 2019 and will automatically renew each successive year thereafter for the life of the contract.

Sincerely,

Judson C. Crane

JCC/rp

DISTRICT 1
Diane Scott

DISTRICT 2
Clifton L. Hinote

DISTRICT 3
Carol Boston

DISTRICT 4
Jennifer Granse

DISTRICT 5
Scott Peden



This Agreement (the “Agreement”) is entered into this 12th day of June 2018, by and between SafeStop, Inc., a Delaware Corporation (“SSI”), and The School Board of Santa Rosa County, FL, (the “Customer”), with respect to integration of SSI’s mobile application for parents - “SafeStop™” – into Customer’s school bus transportation services, pursuant to the terms herein.

SafeStop™ is a proprietary mobile application (“App”) created and maintained by SSI for use by the Customer, parents, and authorized users who wish to receive up to date information on the status of school vehicles, and allow the Customer to send out timely information to parents en masse as the need arises.

As Customer wishes to launch the SafeStop™ service for their riders, for good and valuable mutual consideration as set forth herein and for other good and valuable consideration, the Parties hereto agree as follows:

TERM

The Term of this Agreement shall commence on July 1, 2018 (the “Effective Date”) and end on June 30, 2019. This Agreement shall automatically renew for a one (1) year renewal term commencing on July 1, 2019 and ending June 30, 2020, and for successive one (1) year renewal terms thereafter. Each twelve (12) month period during any renewal term that commences on July 1 is hereinafter referred to as a “Contract Year.”

SCOPE OF SERVICES PROVIDED

Information to be Provided by Customer:

Customer’s transportation staff or transportation provider (if applicable) will provide SSI with fleet information such as amount of vehicles used, amount of routes, identification of tiered routes, and the amounts and identification of GPS equipped vehicles and those lacking GPS. Customer’s transportation staff or transportation provider will further provide SSI with information concerning routing and GPS providers if applicable, and whether or not SSI’s Application Programming Interface (API) access is available from Customer’s routing vendor. Customer will provide SSI with any such other reasonably requested information necessary for SSI’s implementation of SafeStop™ and for SSI’s compliance with its obligations set forth herein.

Services Provided by SafeStop™ by SSI:

SSI will provide the following services:

- a) Research and determine route change methodology if API access is not available from Customer's routing vendor;
- b) Import Customer routes into SafeStop™ App software;
- c) Provide Customer with a route sheet template containing school name, route number, stop names and latitudes & longitudes of stops;
- d) Pull GPS data via API;
- e) Assign individual bus identification information into the SafeStop™ App;
- f) Set up Customer's dedicated registration page on the SafeStop™ App, which will act as the portal where parents may sign up for service;
- g) Work in conjunction with the Customer in establishing communications procedures in the event of technical issues with the App or routing discrepancies;
- h) Training of Customer staff to operate bus swaps, handle route changes and adequately address any other issues that may affect the implementation and usage of SafeStop™;
- i) Timely communication to parents and Customer school officials explaining the process of registering and using the SafeStop™ App;
- j) Assistance to parents with sign up and use of the SafeStop™ App; and
- k) Provide to the Customer a dedicated Support Leader to assist the Customer during the month leading up to the start of the first school year under this Agreement and for the duration of the Validation Period (defined below).

ADDITIONAL SERVICES PROVIDED

While this Agreement is in effect, SSI will be responsible for addressing and resolving any technical issues that may arise through a User's use of the App. During such time, transportation personnel will remain the primary contact for transportation questions and issues relating to 1) students changing routes and 2) adjusting stop locations at parents' request. Subject to the provisions set forth below in "Validation Period," a map with a bus location feature as well as the Alerts & Messages feature will be available on the first day of school.

VALIDATION PERIOD

As reliable data is essential to the proper performance of the SafeStop™ App, SSI requires that bus stop locations, bus stop times, bus stop orders, and student rosters are up to date and accurate before enabling the Expected Time of Arrival feature. The Parties hereto agree that there will be a reasonable Validation Period, but no less than 20 (twenty) days whereby SSI will work to verify the route information detailed above is accurate in comparison with the GPS data collected by SSI. Once verified by SSI to be of acceptable quality, SSI will enable the Expected Time of Arrival feature on a route by route basis. The length of such period shall be based, in part, on the Customer's ability to bring individual route consistency far enough along to turn on the functionality of estimated arrival time display.

PRICING

In consideration of the above services, Customer Agrees to pay an initial Configuration and Launch Price covering the configuration for the annual term as well as monthly fees and, if this Agreement is renewed, a yearly Re-launch Price as delineated below.

Year 1 Configuration and Launch Price:	\$0.00
Annual Re-Launch Price:	\$0.00
Monthly App Fee (Flat Monthly Rate)	\$5,416.67
Number of Monthly Installments	12

Configuration and Launch Price

If applicable, Customer agrees to pay SSI a Configuration and Initial Launch Price above, 100% of which to be paid at the execution of this Agreement. Customer also agrees to pay SSI 100% of the Annual Re-Launch Price above upon the renewal of this Agreement.

Monthly APP Use and Fees

SSI shall charge the Customer a flat monthly rate, allowing for unlimited parent or end user accounts to be created. The Customer agrees to pay SSI a fee delineated above. Parents will register on the SafeStop™ App to create a User account and gain access to the App. To be removed from the App, a parent or parents, as the case may be, must do so through direct communication with SSI's customer support team.

Early Termination

This Agreement can be terminated by any Party due to any other Party's breach of any of the material terms of this Agreement provided that the breaching Party is given written notice and has failed to cure such breach within fifteen (15) days of receipt of such notice.

In the event that the Customer cancels this Agreement during a given school year without cause or reasonable time to cure any breaches, the Customer agrees to pay SSI an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SSI for any and all integration or startup costs as a result of entering into this Agreement. The Early Termination fee shall equate to \$10,833 (ten thousand eight hundred thirty three and 00/100 Dollars).

PRIVACY

The Customer hereby consents to SSI collecting and using technical information such as the devices and related software used to assess the SafeStop™ App, hardware and peripherals, to improve SSI's product and services. SSI will also obtain such consent from each User. SSI agrees to keep confidential all information it gathers from Customer and individual Users in the process of implementing the SafeStop™ App and fulfilling its obligations herein, and will not sell personal information collected to third parties. Users of the SafeStop™ App shall also be subject to SSI's Privacy Policy and End User License Agreement.

SSI agrees that it shall comply with the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g and related regulations in 34 C.F.R. chapter 99, as to all personally identifiable information on students or parents and student records that come into its possession or control during the term(s) of this contract or following the end of this contract.

OWNERSHIP/INTELLECTUAL PROPERTY

Customer acknowledges that all intellectual property rights in the SafeStop™ App, the content of the SafeStop™ App and the services of SSI anywhere in the world belong solely to SSI, that any rights to accessing the SafeStop™ App and/or SafeStop™App.com are licensed (not sold) to Customer and Users, and that the Customer has no rights in, or to, the SafeStop™ App or website other than the right to use them in accordance with the terms of this Agreement.

FORCE MAJUERE

The obligations of SSI herein shall be suspended if SSI is unable to perform any of its obligations by reason of strikes, lockouts, close-downs, boycotts, picketing, riots, civil commotion, sabotage, terrorists attacks, failure of public or private telecommunications networks, acts of war, embargoes, prohibition imposed by any federal, state, or municipal authority, fires, accidents, floods, or Acts of God. SSI shall give prompt written notice to Customer of the reason for its failure or inability to perform and the extent and expected duration of its inability to perform. Upon cessation of such situation, SSI shall resume performance hereunder. However, in the event of such non-performance for any sixty (60) day period, or more, during the term hereof, SSI shall propose adjustments to the terms of this Agreement to address such non-performance. If said proposed adjustments are not acceptable to Customer, either party shall have the right to terminate this Agreement, with no further recourse other than the right to collect outstanding amounts owing, upon twenty (20) day's written notice to the other party. In the event that SSI's SafeStop app is out of service for more than (15) days in one calendar month at no fault to the Customer or its transportation provider, the Customer is not responsible for that month's usage fee.

WAIVER/MODIFICATION

No waiver, amendment or modification of any provision of this Agreement shall be effective unless it is in writing, refers to this Agreement, and is signed by authorized representatives of both Parties. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power, or remedy. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.

MUTUAL INDEMNIFICATION

Each party hereby agrees to indemnify, defend, and hold the other party harmless, including officers, directors, employees, and board members from and against liabilities, damages and costs arising out of third party claims, to the extent caused by willful misconduct, negligent act, error or omission of the other party or anyone for whom the other is legally responsible.

GOVERNING LAW, SEVERABILITY AND LIMITATION ON DAMAGES

This Agreement is made and entered into in the State of Florida and shall be governed solely by the laws thereof applicable to agreements to be entered into and fully performed therein. Each party consents to the exclusive jurisdiction of the courts in Santa Rosa County, State of Florida with respect to the interpretation and adjudication of any disputes that may arise hereunder or otherwise in connection with the subject matter hereof.

Both Parties hereto agree to comply with any and all applicable laws, ordinances, statutes, rules, and regulations of any federal, state, or local governmental body or unit.

Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one party than the other.

Customer agrees to be bound by the terms of SSI's privacy policy and End User License Agreement.

IN NO EVENT WILL EITHER PARTY HERETO, OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR REPRESENTATIVES BE LIABLE TO THE OTHER OR ANY PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ONE PARTY HAS NOTIFIED THE OTHER OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE.

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall continue in full force and effect.

WHEREFORE, the Parties hereto hereby confirm by their signature below that the foregoing sets forth their understanding and Agreement with respect to the subject matter hereof as of the date first written above.

SafeStop, Inc.

Signature  _____

Print: Patrick Gallagher

Its: Director of Sales

The School Board of
Santa Rosa County, FL

Signature: _____

Print: _____

Its: _____