

23-BUS-04129



Proposal

Date: December 9, 2025

440 State Street
Schenectady NY 12305

ATTN: Jeff Wolfe
Dallas Center-Grimes Community
School District
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Building
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This quotation is valid for 30 days from issue date.

Transfinder Products and Services	Qty.	Initial Cost	Year 2	Year 3
Wayfinder with Student Ridership using RFID Card Readers <ul style="list-style-type: none"> Resource Substitution <ul style="list-style-type: none"> Driver can identify which vehicle will be utilized for a trip Navigation <ul style="list-style-type: none"> Turn by Turn voice guidance Speedometer and smart map zoom Accurate electronic route sheets for trips created in Routefinder On demand navigation using Quickfinder functionality to search address, student, and other data types, or by pinning on the map Attendance <ul style="list-style-type: none"> Calendar-based schedules Automated attendance using Transfinder approved Card Reader Driver interaction Skip stops before or during navigation or manual take attendance <p>Includes:</p> <ul style="list-style-type: none"> Up to six (6) hours of online training which must be used within 8 weeks after first completed session. 	45 Users	\$7,480	\$6,480	\$6,804

Stopfinder GeoAlerts <ul style="list-style-type: none"> • Send electronic invitations to parents and guardians for easy onboarding process • Reliable and secure stop information • Two-way communication with registered parents and guardians (subscribers) • Send messages to subscribers based on grade, school, route, selected map region or any criteria • Receive messages including attachments (photos and documents), from subscribers • Listen and respond to your community to eliminate misinformation • Define Geo Alerts for buses <ul style="list-style-type: none"> o Notification based on Enter or Exit Geo Alert Zone o Pickup, Drop-off, School or any locations defined by user o Parents/Subscribers can choose when to be alerted: <p>Bus Enters, Bus Exists Alert Zone</p> <ul style="list-style-type: none"> o View historical events for today, yesterday, this week, last week o Track only student's bus in real-time o See Trip path and stop information (based on settings) • Attendance Tracking – Requires Wayfinder Attendance o Receive alert when student boarded or disembarked o View history of student board and disembark bus o Calendar based scheduled based on Routefinder Schedule <p>Your purchase of Stopfinder includes:</p> <ul style="list-style-type: none"> • Up to eight (8) hours of online training which must be used within 10 weeks after first completed session. 	36 Vehicles	\$3,456	\$3,456	\$3,629
Transfinder Software Retail Pricing		\$10,936	\$9,936	\$10,433
Samsung Tab Active 5 Tablets <ul style="list-style-type: none"> • Ruggedized tablet with mounting kit. 	36	\$49,500		
Card Reader <ul style="list-style-type: none"> • Card Reader Kit 	36	\$7,164		
Enterprise Mobility Management Platform <ul style="list-style-type: none"> • Transfinder handles all device management including provisioning tablets for users, pushing software updates, and tracking lost or stolen devices 	36	\$5,184	\$5,184	\$5,443
Tablet Third-Party Application <p>Application: Google Maps</p> <ul style="list-style-type: none"> • Third-party applications are provided "as-is" and Transfinder makes no other warranties, express or implied. Transfinder is not responsible for the following: • Issues with third party application(s) functionality • Data usage incurred while using the application(s) <p>Unintended use of the application(s)</p>	6	\$360	\$360	\$360
Professional Installation		\$9,500		

Shipping Protection		\$567		
Shipping and Handling		\$432		
GPS Hardware		\$72,707	\$5,544	\$5,803
Transfinder Hardware Discount (Valid until 12/31/2025)		-\$13,536		
		Year 1	Year 2	Year 3
Initial Cost		\$70,107		
Transfinder Software with Hardware Annual Fees		Included	\$15,480	\$16,236

This proposal has been prepared at your request. All invoices are due and payable upon receipt. The total system cost for any of the options, is due and payable upon installation. Any Federal and/or State Sales or local taxes are the responsibility of the Licensee.

Transfinder Hardware and Services Terms of Use

These Terms of Use ("Agreement") govern the purchase and use of hardware and services provided by Transfinder Corporation ("Transfinder") by the client ("Client").

Upon receipt of payment in full, equipment will be shipped and ownership will transition to the client (Licensee).

Transfinder will, to the extent permissible, pass through to Licensee all available applicable original equipment manufacturer warranties for third party equipment.

The following is a list of original equipment manufacturer warranty details current as of October 2024.

- Samsung Tab Active5 Tablets: See standard limited warranty in Attachment 1 or at <https://www.samsung.com/us/support/legal/mobile/#standard-limited-warranty>.
- RAM Mounting Equipment: See limited warranty in Attachment 2.
- Elatec Card Readers: See limited warranty in Attachment 3.

If equipment is found to be defective and meets the requirements, a Return Merchandise Authorization (RMA) will be issued. See Attachment 4 for returns process.

1. Use of Hardware and Services

Client agrees to use Transfinder hardware and services solely in connection with Transfinder's Wayfinder software and related Transfinder applications.

Client is responsible for ensuring compliance with all applicable laws, regulations, and district/company policies when using the hardware and services.

2. Data Plan

All devices purchased through Transfinder with a data plan will be activated on the date shipped. Partial data fees for the billing cycle may be incurred.

Data is unlimited for all Transfinder apps. Approved third party apps may require additional data charges.

If the client enables Transfinder hardware to be the sole provider of GPS data, additional fees may be incurred.

Tethering/hotspot use is not permitted and will be disabled.

Partial data fees for the billing cycle may be incurred.

The data plan may not be canceled earlier than 1 year from the purchase date unless otherwise agreed upon by both parties. Notice must be provided in writing at least 60 days prior to annual support due date.

Partial data fees for the billing cycle may be incurred.

Line termination: if the data plan is canceled prior to the end of the agreed contract term, the fees outlined in Early Termination may apply.

Transfinder is not liable for:

Interruptions in service due to network issues, maintenance, or force majeure.

Loss of data or damage resulting from use or inability to use the service.

3. Installation and Responsibility

Transfinder does not directly install hardware or equipment, and does not provide final advisement of hardware placement, mounting technique, or other installation decisions. Final acceptance of work will be provided to the third-party installer. Transfinder is not liable for any claims, losses, liabilities, damages, costs, or expenses as a result of or related to the installation of the hardware and equipment.

For third party installations purchased through Transfinder, see Attachment 5 for Installation Terms and Conditions.

4. Fees and Payment

Client agrees to pay all fees as set forth in the purchase agreement, including hardware costs, service fees, and applicable taxes.

Ongoing subscription fees for EMM and data services are billed as specified in the applicable order form.

5. Early Termination

The Licensee may terminate this Agreement, at any time, for convenience upon 60 calendar days written notice to Transfinder. If the Licensee should terminate this Agreement within three (3) years of the Activation Date for convenience, the Licensee shall immediately remit to Transfinder, in addition to fees for all products and services delivered and expenses incurred prior to the effective date of the termination, unpaid annual service fees as follows:

- Termination before the (1) one year anniversary of the Activation Date: all software and service fees due prior to the effective date of the termination and 75% of the annual service fees for years two and three of the term;
- Termination on or after the (1) one year anniversary of the Activation Date but before the (2) two-year anniversary of the Activation Date: all software and service fees due prior to the effective date of the termination and 50% of the annual service fees for year three of the term; and
- Termination on or after the (2) two-year anniversary after the Activation Date but prior to the expiration of the Term: all software and service fees due prior to the effective date of the termination.

6. Warranties

Transfinder will, to the extent permissible, pass through to Licensee all available applicable original equipment manufacturer warranties for all hardware purchases.

Improper use, abuse or tampering with the device may result in the warranty being voided.

If equipment is found to be defective and meets the requirements, a Return Merchandise Authorization (RMA) will be issued through Transfinder. Shipping and handling charges will be billed at cost.

Unopened equipment, excluding tablets or other mobile devices, may be returned within 30 days of receipt. Shipping and handling charges will be billed at cost.

7. Data Policies

Data collected through Wayfinder and Transfinder-approved applications remains the property of Client. Transfinder may process data to provide services, monitor usage, ensure compliance with data caps, and improve performance.

Client is responsible for compliance with all applicable data protection and privacy laws.

Transfinder is not responsible for retention of Client data beyond the contracted period unless otherwise agreed in writing.

8. Limitation of Liability

To the maximum extent permitted by law:

- Transfinder shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to data loss, downtime, or loss of revenue.
- Total liability of Transfinder under this Agreement shall not exceed the amount paid by Client for the hardware and services giving rise to the claim.

9. Jurisdiction and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. Client agrees that any disputes shall be resolved exclusively in the state or federal courts located in Schenectady County, New York.

10. Enterprise Mobile Management

All mobile devices purchased by the Licensee are managed by Transfinder using an Enterprise Mobility Management (EMM) system. This includes, but is not limited to, operating system updates, application updates, feature access, and settings access. Devices are configured for Transfinder applications and end users only have access to settings and applications that are approved by Transfinder.

11. Entire Agreement

This Agreement constitutes the full understanding between the parties regarding hardware and service use and supersedes any prior agreements, written or oral. Any modifications must be in writing and signed by both parties.

Acknowledgment

By signing below, Client acknowledges and agrees to the terms set forth in this Agreement.

**LICENSEE - Dallas Center-Grimes
Community School District**

_____	PO#99612	
Federal Tax ID #	Purchase Order Number	
_____	_____	_____
Name & Title	Authorized Signature	Date