

## Standard Sales Agreement 8-25-2017

The attached VSI Software License, Maintenance and Support Agreement are for your review. The original of this Agreement, along with all modified Customer Agreements, are maintained in our VSI financial software database. You may use this Agreement to make any desired additions, deletions, or changes, and return to VSI for review (please use the Track Changes tool). VSI will print the final agreed upon version of this Agreement for signature by both parties.

The licensed software can be installed on a customer's servers or on the VSI hosting servers. Along with licensed software, VSI provides the option for no hosting (customer or another vendor hosts software), WebTrac web server hosting only, or both web server and database hosting. Software licenses with annual maintenance are priced separately from hosting services.

If you have any questions, please contact the VSI Sales department at your convenience.

August 25, 2017

Dear Vianca,

Thank you for making Vermont Systems your choice for application software and support services. We look forward to working closely with you and your staff.

Enclosed please find the standard VSI Software License, Maintenance and Support Agreement with appropriate Exhibits. If you wish to make changes to the standard Agreement, please do so and return it to VSI for review and approval.

If this Agreement meets with your approval, please complete the following:

1. Page 1 of the Agreement. Enter the executed date.
2. Page 1 of the Agreement, Article 2.3. Please check your preference for your annual maintenance cycle. If your fiscal year does not fall on any of the dates listed, please choose the one that best fits your cycle.
3. Sign the signature page
4. Initial each page as noted
5. Fill out the Tax Exempt Form and indicate your sales tax status
6. Return the original to VSI for signature. VSI will sign and send the original to you, while retaining a copy for VSI records.

As soon as we receive your signed Agreement, April Leafey, our Project Manager will assign a Trainer to your account and contact you to schedule a conference call for planning your installation. April's contact information is [april@vermontsystems.com](mailto:april@vermontsystems.com) or 800-883-8757 x3087. As part of the follow up, your primary Trainer will contact you to review the software Planning Guide in preparation for the training.

If you should have any questions, please contact us at your convenience.

Sincerely,



Sarah Otoka  
Sales Administrator

## Resale & Exempt Organization Certificate of Exemption

**Suppliers Name:**

Vermont Systems, Inc.  
12 Market Place  
Essex Junction, VT 05452

**Description of Purchased Articles:**      Software

**Please Check Applicable Lines:**

Purchase by Retailer, Wholesaler for Resale  
 Purchase by 501C which is Religious, Educational or Scientific  
 Direct Purchase by Governmental Unit  
 Purchase by Volunteer Fire Dept, Ambulance Co., Rescue Squad  
*Are you exempt from paying sales tax?  Yes or  No*

**Name/Address of Purchaser:**

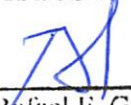
Customer Name: Jimmy L. Morales  
Address: 1700 Convention Center Drive  
City, State, Zip: Miami Beach, FL 33139  
Federal ID Number: 59-6000372

**Purchaser's Primary Business:** Government Agency

I Certify that I am authorized to sign this certificate of exemption and that, to the best of my knowledge and belief, it is true and correct and made in good faith.

Signature:       Title: City Manager  
Name: Jimmy L. Morales      Date: 11/6/17

**ATTEST:**

 11/6/17  
Rafael E. Granado, City Clerk



## Software License, Maintenance and Support Agreement

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (“Agreement”), is made and entered into on \_\_\_\_\_, by and between Vermont Systems, Inc., a Vermont corporation (hereinafter “VSI”, and **City of Miami Beach, Florida** (hereinafter “Customer”), collectively referred to herein as the “Parties” or singularly “Party”.

In consideration of the mutual covenants and obligations expressed herein, the Parties agree to the following:


### Article 1 – Software License

- 1.1 VSI hereby grants the Customer and the Customer thereby accepts a perpetual, non-transferable, and non-exclusive right to use the Licensed Software and Related Materials, as described in the attached Exhibit B price quote. The Licensed Software includes Related Materials, such as online User Reference Manuals, Sample Reports, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Training Database with Tutorials.
- 1.2 VSI uses the Progress OpenEdge V11 Development software to develop its’ applications and deploys using the OpenEdge Workgroup or Enterprise RDBMS (embedded database) with RDBMS support for 4GL, SQL, ODBC, JDBC, and Enterprise Cluster Manager Integration, and OpenEdge Application Server, Basic and Enterprise Editions with Replication. Therefore, Progress software with RDBMS is required to operate the application software by platform type, and pricing is included in the attached Exhibit B. The client uses a standard HTML and Java Script browser interface
- 1.3 The license granted herein authorizes the Customer to install the Licensed Software on the designated computer platform using one copy of the programs to support live processing, training, and disaster recovery databases without incurring additional license charges. Further, the Customer can make copies of the Licensed Software for safe keeping purposes. Article 1.3 does not apply, if VSI is providing full hosting services.
- 1.4 At any time, the Customer can add software and user licenses under the terms of this Agreement by paying the additional license and maintenance fees. The total number of authorized user workstations permitted to use the Licensed Software is limited to the number listed in Exhibit B pricing.
- 1.5 The term of this Agreement shall be (3) three years with (2) two 1-year renewals.

### Article 2 – Annual Software Maintenance and Support Services

- 2.1 VSI shall provide the Customer with Software Maintenance and Software Support services for the Licensed Software in accordance with VSI standard Sales and Support Policies, as described in Exhibit A. The extent of support services being provided to the Customer are specifically listed in Exhibit B pricing.

2.2 The Annual Software Maintenance support shall include distribution of product update releases that include software repairs and enhancements subsequent to the initial purchase. Biennial software updates with database conversions will also be provided in accordance with VSI standard Sales and Support Policies, as described in Exhibit A, while periodic program only updates are available at any time on the VSI web site. If VSI is providing full hosting services, VSI will provide software installation and upgrade services and coordinate both with each Customer.

 2.3 The Software Maintenance and Support fee will be billed annually, and it becomes effective on the first day of your **October 1<sup>st</sup>** fiscal year for one year. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year.

2.4 The Customer is licensed to use the VSI software indefinitely, even if it terminates annual maintenance support. The Customer is the sole owner of its' data, whether Customer hosted or VSI hosted. If VSI hosted and the Customer terminates use of the VSI software, VSI agrees provide a copy of the database to the Customer in readable format.

### Article 3 – Software Training and Installation Services

3.1 Training is offered at the Customer site, at VSI (12 Market Place, Essex Junction, Vermont), and remotely based on a quoted daily or hourly rate, as described in the Exhibit A, VSI standard Sales and Support Policies.

3.2 Any training services and estimated charges for each Customer, including the number of training days, and travel, lodging, meals, and other expenses, are itemized in Exhibit B. All training dates must be mutually agreed upon by VSI and the Customer. The Customer can request a change of training dates and number of training days. However, if a change is made after travel arrangements have been completed, the Customer will be responsible for any additional costs incurred as a result of the changes.

3.3 If VSI is providing other Installation Services, such as hardware and network operating system installation and setup services, they will be listed in Exhibit B pricing, as well.

3.4 The Customer is responsible for reimbursing VSI for all reasonable expenses, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the Customer. VSI quotes per diem for meals based on GSA rates, unless the Customer requests actual receipts. While the other estimated out-of-pocket expenses are also listed in Exhibit B, only the actual expenses will be billed to the Customer, unless the Customer requires a fixed price in advance.

3.5 VSI will honor training and other services quotes for up to 120 days, but reserves the right to modify these rates thereafter.

## Article 4 – VSI Hosting Services – (does not apply to this Agreement)

- 4.1 Web Server Hosting Service - if the WebTrac software is being licensed, it requires a web server, either in-house or hosted, to link the Customer's transaction server with the internet. If the Customer selects the VSI web server hosting service, as described in Exhibit D, for a minimum of one year, the fee will be included in Exhibit B and it will be billed annually in advance. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year. Web Server Hosting **does not** apply to this Agreement.
- 4.2 Full Hosting Services - if the Customer selects full VSI hosting services for a minimum of one year, whereby the VSI application software and Progress software are installed on VSI servers at either VSI's Eastern or Western data center, the monthly fee for this option will be included in Exhibit B. Full Hosting Services includes web server hosting, as described in Article 4.1. Since VSI **will not** be providing full hosting services for the Customer, Exhibit E hosting services specifications **do not** apply to this Agreement.
- 4.3 The Full Hosting Services guaranteed rate for one year, includes the *Platinum/Gold/Silver* level services and features, as described in Exhibit F. Exhibit F **does not** apply to this Agreement.

## Article 5 – Charges and Payment

- 5.1 Customer On-Premise Hosted Software – if the Customer is installing the software on its own servers, the Licensed Software charges will be billed to the Customer following the initial training session, and will be due within 30 days. The initial Software License fee includes downloading the software and documentation from VSI's FTP web site. All major software upgrades with database changes are obtained the same way. Customers are alerted when program only updates become available, so that they can download at their convenience.
- 5.2 VSI Full Hosted Software: if VSI is installing the software on VSI servers at either its' Eastern or Western data center, the Licensed Software charges will be billed to the Customer when the software applications become available for Customer use, and will be due within 30 days. Articles 5.2 and 5.3 **do not** apply to this Agreement.
- 5.3 VSI Full Hosting Services: the first partial month for full hosting services payment will be invoiced on the first day of the month following availability for Customer use, and all subsequent monthly payments are due on the first day of each month, unless the Customer has agreed to an annual payment in advance.
- 5.4 The Customer shall pay all applicable sales, consumer use, and other taxes required by law, unless it is exempt from any or all of these taxes. If tax-exempt, the Customer must provide a tax exemption certificate.
- 5.5 VSI will invoice the Customer for training and installation services, along with travel and other expenses, immediately following the completion of each occurrence of training or other services.

## Article 6 – Security of Programs

- 6.1 The Customer shall be solely responsible for the supervision and control of the licensed Customer hosted software to ensure that it is stored in a secure location for Customer use only and that no unauthorized and unlicensed third party gains access to it. VSI is responsible for the security of all VSI hosted software.
- 6.2 Under no circumstances shall the Customer be authorized to perform Reverse Engineering of the software object code, in order to illegally generate source code.

## Article 7 – Warranties

- 7.1 VSI warrants that it has the right to license the Licensed Software, and that there are no pending liens, claims, or encumbrances against the software.
- 7.2 VSI warrants that the software shall conform to its published specifications in the Related Materials, including, but not limited to, the Capabilities Summary, On-Line Help, Reports Manual, User Reference Manual, and Training Tutorials. VSI warrants that the software is merchantable, in that it will properly install and operate according to the specifications herein.
- 7.3 VSI warrants to the Customer that it is solvent, not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings, which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 7.4 VSI warrants that there has been no violation of copyrights or patent rights in connection with the Licensed Software in this Agreement. VSI shall indemnify and save harmless the Customer from any suit or proceeding brought against the Customer by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the Customer shall be entitled to be independently represented by counsel of its own choice.

## Article 8 – Limitation of Liability

- 8.1 Except for the warranties specified in Section 7, VSI grants no warranties, expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement, it is expressly agreed that neither VSI nor the Customer shall be liable to the other Party for special, incidental, indirect, or consequential damages, or for any loss or claim by either Party.
- 8.2 Liability Insurance. VSI provides the Customer with a Certificate of Liability Insurance with the Customer named as the Certificate Holder. The standard coverage's with limits and insurer(s) are listed in the attached Exhibit C. If a customer requires insurance coverage beyond the standard limits provided by the VSI Certificate of Insurance, then the customer can either accept the VSI standard coverage at no additional charge or pay for the additional insurance coverage at VSI cost.

- 8.3 The Parties agree that the laws of the State of Florida will govern this Agreement, and that the venue for legal resolution shall be in Miami-Dade County, Florida.

## Article 9 – Risk of Loss

- 9.1 For Customer hosted installations, the risk of loss or destruction, regardless of the cause, shall be the responsibility of VSI until the Licensed Software and Related Materials have been delivered to the Customer's premises or downloaded to the Customer's servers. For VSI hosted installations, VSI will be responsible for the risk of loss or destruction.
- 9.2 For Customer hosted installations, the Customer shall be responsible for verifying that the Licensed Software and Related Materials have been received, installed on the designated computer(s), and are operational, unless the Agreement specifies that VSI will install the Licensed Software as part of the on-site training. For VSI full hosted installations, VSI will be responsible for installing the software on either its' Eastern or Western data center server.

## Article 10 – Personal Information Protection

- 10.1 Customer On-Premise Hosted Software & Database: if the Customer installs the VSI application software on its' own servers, the Customer will be responsible for the SSL (Secure Socket Layer) to protect confidentiality of patron data flow between the server and the user workstations. To protect data at rest, VSI offers the chargeable Progress TDE (Transparent Data Encryption) software option to encrypt user-selected sensitive data fields to secure them from unauthorized access.
- 10.2 VSI Hosted Software & Database: VSI will provide the SSL (Secure Socket Layer) Certificate for the hosting servers to protect the flow of data between the hosting servers and the Customer's remote users, as described in Exhibit E. The Progress TDE (Transparent Data Encryption) software to protect data at rest is included with VSI hosting services at no additional charge. If a breach occurs, VSI will notify the Customer immediately regarding the extent of the breach, so that the Customer can notify its' patrons that a breach of security has occurred.

## Article 11 – Application Source Code

- 11.1 The Source Code for all VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 6 Joshua Way, Suite B, Essex Junction, Vermont 05452, Attn: Jason Ruwet 802-878-3346, [jfr@essexvtlaw.com](mailto:jfr@essexvtlaw.com). The source code held in escrow is updated after each software release. If VSI defaults in providing software maintenance support due to company failure, or bankruptcy, or discontinuance of said service by VSI, it will notify the Customer and the Escrow Agent that it is in default. The Escrow Agent will then make the source code available to the Customer within thirty days of written notice for Customer support use only.

Article 12 – Independent Contractor

12.1 In performing the work under this Agreement, VSI acts as an Independent Contractor and is solely responsible for necessary and adequate workers' compensation insurance, as well as personal injury and property damage insurance.

Article 13 – Change Orders or Extensions

13.1 The Customer may require changes in the scope of services to be performed by VSI. Such changes, including any increase or decrease in compensation amount, must be mutually agreed upon in writing by the Customer and VSI. VSI shall be compensated for all authorized changes in services.

Article 14 – Authorization and Entire Agreement

14.1 Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights stated herein, and to perform the duties and obligations described herein.

14.2 This Agreement and the attached Exhibits A, B, & C constitute the entire Agreement between Vermont Systems and the Customer.

14.3 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, then all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

Vermont Systems, Inc.

[Signature]  
Authorized Signature

Giles Willey, President  
Printed Name and Title

10/30/17  
Date

Customer

[Signature]  
Authorized Signature

Jimmy L. Morales, City Manager  
Printed Name and Title

11/6/17  
Date

[Signature]  
Authorized Signature (Customer)

Dan Gelber, Mayor  
Printed Name and Title  
2/6/18  
Date

ATTEST:

[Signature] 11/6/17  
Rafael E. Granado, City Clerk

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

[Signature] 10/26/17  
City Attorney NK Date



## Sales And Support Policies

### Exhibit A 6/15/2017

#### 1. Software License

The application software license is a one-time fee, which provides for the perpetual use of the software. While a deposit may not be required, the full software license fee is due for all accounts within 30 days of completion of the first training session. The Progress OpenEdge V11 Application Server software and Personal, Workgroup, or Enterprise Relational Database Management System (RDBMS imbedded database) software licenses are also required to operate the VSI application software using a browser.

#### 2. Annual Software Maintenance and Support

The required annual maintenance support fee is prorated from the first day of the installation month to the end of the first fiscal year, and thereafter, it is due annually on the first day of each new fiscal year. This fee includes the following:

- Worldwide telephone (800 US & Canada) and web support for VSI and Progress software five (5) days/week, Monday-Friday, 8am-8pm ET, and availability of chargeable Extended Hours Pager Support Monday – Friday, 8pm–10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. Further, Pre-Arranged Standard & Non-Standard Hours Standby Telephone Support is available, as described in Section 4 below. The following are included as part of the annual maintenance fee:
- Maintenance and repair of application software malfunctions with an acknowledgement response, as described in the Call Process, Section 5 below.
- One major application software upgrade every two years, along with multiple periodic updates. Major upgrades usually require a database conversion, while other periodic updates are program only. Enhancements are based primarily on user requests, but they also include an extensive number of VSI initiated improvements, all of which are added at the discretion of VSI. The status of all VSI software releases is available on VSI's web site at [www.vermontsystems.com](http://www.vermontsystems.com). Further, VSI notifies all Customers regarding the status and availability of all software releases in its' quarterly newsletter. Customers must contact VSI to schedule major software upgrades, which are downloaded from VSI's FTP site by Customers that host on premise. VSI upgrades software for all VSI hosted Customers.
- One biennial database conversion by VSI via FTP or WebEx during standard VSI business hours. VSI FTP/WebEx database conversion services are only chargeable, if started and/or completed during non-standard VSI business hours (before 8am and after 5pm ET, Monday through Friday and on weekends and holidays). Please note that all non-

production database conversions are billable at standard VSI support rates. VSI provides coordinated software upgrade and database conversion services for VSI hosted Customers.

- Federal and State regulatory requirement changes.
- User ID and Password login access to Customer Support and Downloads sections on VSI web site.
- Phone support to explain how to configure database, how system works, and how to prepare for implementation of certain functions, such as those listed below under Extended Dedicated Support.
- Updates to financial and other interfaces due to VSI application software modifications and not due to application software modifications by other vendors.

Any of the following costs associated with customer support are not included:

- Actual usage of Standard Hours Pager Support, 8pm-10pm ET, Mon-Fri and Sat, Sun, & Holiday 8am-5pm ET.
- Pre-Arranged Standard Standby Telephone Support, Monday-Friday, 8am-5pm ET, and Non-Standard Standby Telephone Support are chargeable at different rates per hour.
- Any associated travel and out-of-pocket expenses for installation and training services.
- Installation and configuration of product enhancements or releases, database repairs, and more than one biennial database conversion are chargeable, unless VSI is providing hosted services.
- Telephone support related to computer hardware, operating systems, networking, and reinstallation and configuration of application software is chargeable. If the hardware and software configurations are modified after VSI has completed on-site or telephone installation services, additional requested support services are chargeable.
- Telephone training, as a substitute for on-site training or classroom training at VSI, as well as for untrained operators, is chargeable. Refer to Sections 6 and 7 below and to standard VSI hourly services pricing.
- VSI application software WAN access configuration.
- Customized print programs and updates are chargeable.
- Interfaces to export or import data from or to other application software databases are chargeable.

- Extended Dedicated Support to implement or change certain functions, such as 1) Switching from Cash to Accrual Accounting; 2) Reinstall WebTrac software on server; 3) Customize Splash Page; 4) Create Web Bypass Links; 5) WebTrac Style Sheets changes; and, 6) Database Support to analyze and correct extensive out-of-balance condition.
- Hosting services are not included in the VSI application software maintenance fees.

### 3. Programming Enhancements

Although VSI policies provide for charging for special programming, we generally do not charge for individual enhancement requests. All approved enhancements and repairs are automatically included in all updates as part of the annual maintenance fee.

### 4. VSI Extended Hours Pager & Standby Telephone Support Services

#### Standard Extended Hours Pager Telephone Support

Monday - Friday 8pm – 10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. If extended hours support is actually provided, it is chargeable with a minimum per call or multi-call issue.

#### Pre-Arranged Standard and Non-Standard Hours Standby Telephone Support

Standard Standby Telephone Support, Mon-Fri, 8am-5pm ET and Non-Standard Standby Telephone Support can be pre-arranged by calling VSI at least one full business day in advance. Standard & Non-Standard Standby Support is provided at different rates per hour.

### 5. Support Call Process

To provide high quality support and to effectively assign resources to incoming calls, three types of call priorities are identified as follows: Priority 1 is considered Urgent or High Priority, Priority 2 is classified as Medium Priority, and Priority 3 is deemed to be Low Priority. The criteria used to establish guidelines for these priorities are as follows:

#### Priority 1 – High

Consists of errors that cause unrecoverable loss or corruption of data or loss of essential software functionality that prevents Customer processing, and there is no workaround. Generally, the system would be down.

#### Priority 2 – Medium

Consists of errors that cause loss of essential software functionality that prevents Customer processing, but has a workaround, or loss of non-essential software functionality that does not

have a workaround. Generally, the system is not down, but the problem is causing staff inconvenience.

### Priority 3 – Low

Consists of errors that may be causing loss of non-essential software functionality, but have a workaround. While the system is not down generally, the Customer's operational questions need to be resolved.

### Response Times

VSI will respond to Priority 1-3 support calls in accordance with The Table of Service below, and all time references are clock hours or calendar days, unless otherwise specified. The Customer will use the VSI telephone number or support email address during standard VSI business hours, as described in Section 2, or the VSI pager number during standard pager support hours, as described in Section 4. The Customer can also call the pager number to request support during pre-arranged non-standard pager support hours, as described in Section 4. The Customer and VSI support person may also use cell phones for more efficient responses.

All issues or questions reported to support are tracked via a logged support call that contains at a minimum the Customer name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue, and any other pertinent information. The support person will provide the Customer with a call number to track each call issue. Each call will be stored in a queue and the first available support representative will be assigned to the next call issue.

While reviewing the call issue, the assigned support person will contact the Customer, if additional information is needed. The VSI support person will either resolve the issue with the Customer or advise the Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a call are tracked in the support database. If the issue needs to be escalated to a development resource, the Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. The Customer may contact the support department at its convenience for a status update on development issues.

### Escalation Process

In the event that VSI is unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in the Table of Service below, VSI will initiate escalation procedures at VSI's sole expense, except if due to hardware malfunctions, utility failures, air conditioning malfunctions, non VSI software problems, communications malfunctions, environmental problems, user errors or any other cause outside VSI's reasonable control, in which case VSI may charge the Customer at the hourly rates listed in

VSI services pricing. However, VSI will continue to assist the Customer to resolve the problem, even when VSI and Customer may not agree on the cause of the problem.

### Table of Service Requirements.

The table below lists the service level required by the three Priority levels described above:

Service Level Required	Priority 1	Priority 2	Priority 3
	(time measured from initial call to VSI)		
Initial Response Due	1 hour	4 hours	5 days
Correction identified and a mutually agreeable correction plan will be developed within	24 hours	7 days	As mutually agreed
Escalation Stage 1 (Support Managers)	12 hours	7 days	N/A
<i>Stage 1 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 2 (Vice President of Support)	24 hours	7 days	N/A
<i>Stage 2 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 3 (President)	72 hours	10 days	N/A

## 6. VSI Support Services Pricing

VSI charges a daily fee for on-site training based on an 8-hour day, plus out-of-pocket travel expenses. VSI charges the same daily fee for classroom-training at VSI for the first two Customer trainees, along with a reduced rate for each additional trainee. Other services include 800 telephone training, programming, hardware, and network configuration support services. Travel time, which includes two-way travel for trips lasting less than 4 hours, is also chargeable. VSI reserves the right to modify these rates at any time. Contact VSI for a quote.

## 7. VSI Weekend Support Services Pricing

The daily and hourly weekend training rates are based on one and one half times the standard weekday rates. If the Customer asks a VSI Trainer to stay over a weekend, in order to save on travel costs, and no training is provided, the Customer will be charged a reduced daily fee, plus all normal travel expenses. VSI reserves the right to modify these rates at any time. Contact VSI for a quote.

## 8. On-Site Training Short Notice Cancellation Penalty

If scheduled on-site training is cancelled with less than 2 weeks' notice, the Customer will be responsible for any travel expense losses, as well as a penalty to partially offset VSI Trainer rescheduling costs. This penalty will be applied reasonably.

## 9. Training Cancelled During Scheduled Onsite Training Week

If the Customer cancels or delays training for any reason (weather, trainee sickness, etc) while the VSI Trainer is onsite, Customer must still pay VSI daily rates for training and travel expenses.

## 10. Telephone Support

Telephone support worldwide, during VSI standard business hours, is included in the Annual Software Maintenance and Support fee, provided that VSI has previously trained the individuals being supported. Otherwise, chargeable telephone or on-site training must be completed.

## 11. Documentation

All documentation is provided electronically via FTP with the application software and it includes the online User Reference Manual, Installation Planning Guide, Sample Reports, Installation Instructions, On-Line Help, and Sample Database with Tutorial. Customers can print any number of copies needed to train their staffs and manage their operations.

## 12. Installation Planning

After receiving your order, VSI will assist you to develop a plan, which will assign Customer and VSI responsibilities for the various elements required to successfully complete the installation and training.

## 13. Third Party Vendor General Ledger/Cash Receipts Interface Procedures

The VSI Trainer will configure RecTrac/GolfTrac/CYMTrac software for the appropriate vendor interface and will show the Customer how to generate the batch export file that contains the summary or detailed transactions for the day or any date range. At this point, it is the Customer's responsibility to contact the financial software vendor to arrange for assistance to import the daily batch file for automatic posting to the cash receipts or general ledger system. The VSI trainer is not responsible for importing the batch files into any third party application software or for contacting the vendor.

## 14. Hardware Payment & Warranty

Full payment for the hardware and systems software is due following delivery and verification of the order. The verification process must be completed, so that all payments can be made within 30 days of delivery. The VSI supplied hardware includes warranties from the manufacturers or distributors for specified periods. Please review the quotes and warranty chart provided by VSI. After the warranty period or add-on warranty period, hardware vendors also provide time and materials maintenance support. Warranty and maintenance contract service provided on a Depot Basis can require several days to complete. Therefore, plan your purchases to include spare critical units, in order to provide your users with uninterrupted operations. Hardware returns in the original packaging are only accepted during the first 30 days following delivery.

## 15. VSI POS Hardware Support

To support our POS software applications, VSI offers a broad range of hardware computers and peripherals that we have evaluated, qualified, and configured to function properly with our software. This requires an extensive investment of resources including labor and the purchase of one or more of each type hardware product. Further, these hardware products are essential to support our customers and for testing each software upgrade. Most customers appreciate the availability of these qualified products, since it saves them from experiencing the same expensive process.

Our priority is to offer only high quality products with extended warranties at competitive prices, but not necessarily at the lowest prices. A qualified product that is competitively priced is much more important than the lowest price. More often than not a lower priced, unqualified product will eventually cost much more for all concerned. VSI hardware support policies are as follows:

## Qualified POS Hardware Purchased From VSI – Full Support

VSI will be responsible for ordering the properly configured hardware with the correct cables and other features, delivery, installation and configuration assistance, toll free telephone support, and warranty service arrangements, as needed. Full Support is defined as assisting the Customer to successfully implement the first one or two units of the same product.

## Qualified POS Hardware Purchased From Another Source – Partial Support

VSI is not responsible for resolving problems resulting from incorrectly ordered hardware, resulting installation and configuration problems, and warranty service arrangements. However, VSI will provide limited guidance and support, during the installation of the hardware. If issues are not resolved within a few minutes, then VSI will continue to provide 800 phone assistance at the standard VSI support rate.

## Non-Qualified POS Hardware Purchase From Another Source – Limited Support

VSI does not support non-VSI qualified POS hardware using our 800 support lines. However, if a customer calls for assistance and the VSI support person determines that the request is for a non-qualified product, he/she will discuss options as follows: 1) Select qualified hardware on the VSI price list, or 2) Discuss qualifying a new product with VSI management. If a customer requests VSI to consider qualifying a non-qualified product, we will evaluate the circumstances, and if justified, will attempt to qualify. In order to proceed, the customer must send an evaluation unit to VSI and we will attempt to qualify it at standard VSI support rates. The customer must specify a qualifying spending limit. If successful, VSI may or may not add the product to our price list. If added, VSI will continue to support the product, as described under qualified hardware options. If not, any on-going qualifying that might be required, as a result of hardware or software upgrade changes will be chargeable.

## POS Hardware Onsite Installation Support

If you expect the VSI Trainer to install POS hardware during an onsite training trip, you must allocate sufficient time in the schedule to complete the software training and the hardware installation and configuration. The time allocated will vary based on the three situations described above, but the most time-consuming will involve hardware that VSI has not qualified. The time allocated will also vary depending on the number units to be installed. If the VSI Trainer installs and configures the hardware during a normal 8-hour workday, then this would be included in the previously approved onsite training fee. If the VSI Trainer is required to work in excess of 8 hours on any given day, in order to complete the hardware setup and software training during the scheduled onsite visit, then the Customer will be billed for overtime fees.



**Proposal Summary Pricing**  
**VSI Quote Number: 65735**

Please See Detail Breakdown  
on Following Pages

Description: **Exhibit B - Vermont Systems Pricing**  
Prepared For: **Miami Beach Parks & Recreation, Miami Beach, FL**  
Contact Name: **Vianca Peron-Sellan, Admin Services Mgr**  
Contact Email: **viancaperon-sellan@miamibeachfl.gov**  
Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: **(305)673-7730 Ext - 6876**  
Fax Number: **(786)394-4363**  
Quote Date: **10/13/2017**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
<b><u>RecTrac - Workgroup Multi-User Software</u></b>				
Application Software	\$23,700.00	\$4,460.00	\$0.00	\$28,160.00
Progress OpenEdge Software	\$4,740.00	\$892.00	\$0.00	\$5,632.00
VSI-Add-Ons	\$1,500.00	\$300.00	\$0.00	\$1,800.00
Support Services - Training & Expenses	\$17,070.00	\$0.00	\$0.00	\$17,070.00
<b>Total RecTrac:</b>	<b>\$47,010.00</b>	<b>\$5,652.00</b>	<b>\$0.00</b>	<b>\$52,662.00</b>
<b><u>ID Systems - Workgroup Multi-User Software</u></b>				
Application Software	\$1,080.00	\$190.00	\$0.00	\$1,270.00
Progress OpenEdge Software	\$216.00	\$38.00	\$0.00	\$254.00
ID Card Hardware	\$12,275.00	\$0.00	\$255.00	\$12,530.00
Barcode Readers	\$1,675.00	\$0.00	\$65.00	\$1,740.00
<b>Total ID Systems:</b>	<b>\$15,246.00</b>	<b>\$228.00</b>	<b>\$320.00</b>	<b>\$15,794.00</b>
<b><u>WebTrac - Workgroup Edition</u></b>				
Application Software	\$15,850.00	\$3,170.00	\$0.00	\$19,020.00
Progress OpenEdge Software	\$3,170.00	\$634.00	\$0.00	\$3,804.00
VSI-Add-Ons	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Support Services - Training & Expenses	\$7,705.00	\$0.00	\$0.00	\$7,705.00
<b>Total WebTrac:</b>	<b>\$27,975.00</b>	<b>\$3,804.00</b>	<b>\$0.00</b>	<b>\$31,779.00</b>
<b><u>PayTrac - Workgroup Multi-User Software</u></b>				
Application Software	\$1,500.00	\$300.00	\$0.00	\$1,800.00
Support Services - Training & Expenses	\$200.00	\$0.00	\$0.00	\$200.00
<b>Total PayTrac:</b>	<b>\$1,700.00</b>	<b>\$300.00</b>	<b>\$0.00</b>	<b>\$2,000.00</b>

<b>VSI TOTALS</b>				
Application Software	\$42,130.00	\$8,120.00	\$0.00	\$50,250.00
Progress OpenEdge Software	\$8,126.00	\$1,564.00	\$0.00	\$9,690.00
ID Card Hardware	\$12,275.00	\$0.00	\$255.00	\$12,530.00
Barcode Readers	\$1,675.00	\$0.00	\$65.00	\$1,740.00
VSI-Add-Ons	\$2,750.00	\$300.00	\$0.00	\$3,050.00
Support Services - Training & Expenses	\$24,975.00	\$0.00	\$0.00	\$24,975.00
<b>Grand Totals:</b>	<b>\$91,931.00</b>	<b>\$9,984.00</b>	<b>\$320.00</b>	<b>\$102,235.00</b>

\* NOTE: Shipping is FOB - Origin (Plus Tax Where Applicable / Includes Shipping FOB - Origin)



**RecTrac Workgroup Multi-User Software**  
**Recreation Tracking Software**  
**VSI Quote Number: 65735**  
 Please Review Notes on Last Page  
 Software Pricing Is Valid For 120 Days  
 Hardware Pricing Is Subject to Change

Description: **Exhibit B - Vermont Systems Pricing**  
 Prepared For: **Miami Beach Parks & Recreation, Miami Beach, FL**  
 Contact Name: **Vianca Peron-Sellan, Admin Services Mgr**  
 Contact Email: **viancaperon-sellan@miamibeachfl.gov**  
 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: (305)673-7730 Ext - 6876  
 Fax Number: (786)394-4363  
 Quote Date: 10/13/2017

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<b><u>Application Software</u></b>					
1	Each	Activity Registration (V-RT-MU-AR)	\$2,750.00	\$2,750.00	\$490.00
1	Each	Facility Reservations (V-RT-MU-FR)	\$2,750.00	\$2,750.00	\$490.00
1	Each	Pass Management (V-RT-MU-PM)	\$2,750.00	\$2,750.00	\$490.00 1
1	Each	Point-of-Sale/Inventory Control/Tickets (V-RT-MU-PS)	\$2,750.00	\$2,750.00	\$490.00 2
1	Each	League Scheduling (V-RT-MU-LS)	\$1,950.00	\$1,950.00	\$350.00
1	Each	Court Reservations (V-RT-MU-CR)	\$1,950.00	\$1,950.00	\$350.00 2
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	\$0.00	\$0.00	\$0.00
1	Each	Systems Administration (required) (V-RT-MU-SA)	\$400.00	\$400.00	\$400.00 3
28	Each	Additional Users Over 2 (TOTAL 30 concurrent users) (V-RT-MU-AU)	\$300.00	\$8,400.00	\$1,400.00
<b>Total Application Software:</b>				<b>\$23,700.00</b>	<b>\$4,460.00</b>
<b><u>Progress OpenEdge Software</u></b>					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$4,740.00	\$4,740.00	\$892.00 4
<b>Total Progress OpenEdge Software:</b>				<b>\$4,740.00</b>	<b>\$892.00</b>
<b><u>VSI-Add-Ons</u></b>					
1	Each	RecTrac General Ledger Interface (V-RT-IN-GL)	\$1,500.00	\$1,500.00	\$300.00 5
<b>Total VSI-Add-Ons:</b>				<b>\$1,500.00</b>	<b>\$300.00</b>
<b><u>Support Services - Training &amp; Expenses</u></b>					
10	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$750.00	\$7,500.00	\$0.00
2	Day(s)	Travel Time (X-S-TNG-09)	\$375.00	\$750.00	\$0.00
14	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$4,620.00	\$0.00 6
2	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$2,400.00	\$0.00
12	Hour(s)	Phone/Webex Setup or Training/Hr. (Min 15 Min/\$37.50) (X-S-TNP-01)	\$150.00	\$1,800.00	\$0.00 7
<b>Total Support Services - Training &amp; Expenses:</b>				<b>\$17,070.00</b>	<b>\$0.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$47,010.00</b>	<b>\$5,652.00</b>
<b>Grand Total - RecTrac:</b>				<b>\$52,662.00</b>	
* NOTE: Shipping is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)	

The Court and League Module will be trained on via WebEx sessions at a later time.



**ID Systems Workgroup Multi-User Software  
Pass Management Photo/Plastic Photo ID Card System  
VSI Quote Number: 65735**

Please Review Notes on Last Page  
Software Pricing Is Valid For 120 Days  
Hardware Pricing Is Subject to Change

Description: **Exhibit B - Vermont Systems Pricing**  
 Prepared For: **Miami Beach Parks & Recreation, Miami Beach, FL**  
 Contact Name: **Vianca Peron-Sellan, Admin Services Mgr**  
 Contact Email: **viancaperon-sellan@miamibeachfl.gov**  
 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: (305)673-7730 Ext - 6876  
 Fax Number: (786)394-4363  
 Quote Date: 10/13/2017

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
<b>Application Software</b>						
1	Each	Pass Mgmt ID Integration - Photo ID Card/Biometric (V-RT-MU-PMI)	\$1,080.00	\$1,080.00	\$0.00	\$190.00
Total Application Software:				\$1,080.00	\$0.00	\$190.00
<b>Progress OpenEdge Software</b>						
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$216.00	\$216.00	\$0.00	\$38.00
Total Progress OpenEdge Software:				\$216.00	\$0.00	\$38.00
<b>ID Card Hardware</b>						
5	Each	P3500s 1-Side ID Card Printer, Ethernet/USB 18spc (H-PID-PL-11)	\$1,750.00	\$8,750.00	\$105.00	\$0.00
5	Each	Polaroid P3500s ID Card Printer Cover (H-PID-PL-11-X-CV)	\$35.00	\$175.00	\$20.00	\$0.00
10	Each	P3500s/P5500/P3000/P4000 Color Ribbon 500 C/R (S-PID-PL-13)	\$175.00	\$1,750.00	\$60.00	\$0.00
10	Each	P3500s/P3000/P4000/P5500 Color Ribbon 250 C/R (S-PID-PL-14)	\$105.00	\$1,050.00	\$40.00	\$0.00
5	Each	Blank White PVC Cards- 30Mil (1000 each) (PID-PVC-C-30)	\$110.00	\$550.00	\$30.00	\$0.00
Total ID Card Hardware:				\$12,275.00	\$255.00	\$0.00
<b>Barcode Readers</b>						
5	Each	MK7580 Custom Configuration for VSI software (H-BCR-HY-11-X-C)	\$0.00	\$0.00	\$0.00	\$0.00
5	Each	Honeywell MK7580G 1D/2D Genesis Imager, USB Cable (H-BCR-HY-10)	\$335.00	\$1,675.00	\$65.00	\$0.00
Total Barcode Readers:				\$1,675.00	\$65.00	\$0.00
<b>Total Software, Hardware and Support Services</b>				<b>\$15,246.00</b>	<b>\$320.00</b>	<b>\$228.00</b>
<b>Grand Total - ID Systems:</b>					<b>\$15,794.00</b>	

\* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)

Customer currently has desktop camera's they will use



**WebTrac Workgroup Edition**  
**Real-Time Internet Software**  
**VSI Quote Number: 65735**  
 Please Review Notes on Last Page  
 Software Pricing Is Valid For 120 Days  
 Hardware Pricing Is Subject to Change

Description: **Exhibit B - Vermont Systems Pricing**  
 Prepared For: **Miami Beach Parks & Recreation, Miami Beach, FL**  
 Contact Name: **Vianca Peron-Sellan, Admin Services Mgr**  
 Contact Email: **viancaperon-sellan@miamibeachfl.gov**  
 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: (305)673-7730 Ext - 6876  
 Fax Number: (786)394-4363  
 Quote Date: 10/13/2017

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<b>Application Software</b>					
1	Each	WebTrac Internet Software 26-39 RecTrac Users (V-WT-MU-IS-26)	\$7,750.00	\$7,750.00	\$1,550.00 12
1	Each	WebTrac Activity Registrations (V-WT-MU-AR)	\$1,450.00	\$1,450.00	\$290.00 13
1	Each	WebTrac Facility Reservations (V-WT-MU-FR)	\$1,450.00	\$1,450.00	\$290.00 13
1	Each	WebTrac Pass Registrations/Renewal (V-WT-MU-PM)	\$1,450.00	\$1,450.00	\$290.00 13
1	Each	WebTrac League Scheduling (V-WT-MU-LS)	\$1,250.00	\$1,250.00	\$250.00 13
1	Each	WebTrac Court Reservations (V-WT-MU-CR)	\$1,250.00	\$1,250.00	\$250.00 13
1	Each	WebTrac/RecTrac Workgroup Agents (V-WT-MU-AU)	\$1,250.00	\$1,250.00	\$250.00 14
<b>Total Application Software:</b>				<b>\$15,850.00</b>	<b>\$3,170.00</b>
<b>Other Available Products of Interest</b>					
		WebTrac Point of Sale/Tickets Price:	\$1,450.00 / Maint./Services:	\$290.00	
<b>Progress OpenEdge Software</b>					
1	Each	OpenEdge Application Server Software (T-PG-MU-WB)	\$3,170.00	\$3,170.00	\$634.00 4
<b>Total Progress OpenEdge Software:</b>				<b>\$3,170.00</b>	<b>\$634.00</b>
<b>VSI-Add-Ons</b>					
1	Each	WebTrac First Style Sheet Service Initial & Major (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 15
1	Each	Standard Splash Page Options (V-WT-CP-SP)	\$500.00	\$500.00	\$0.00 16
<b>Total VSI-Add-Ons:</b>				<b>\$1,250.00</b>	<b>\$0.00</b>
<b>Support Services - Training &amp; Expenses</b>					
5	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$750.00	\$3,750.00	\$0.00
1	Day(s)	Travel Time (X-S-TNG-09)	\$375.00	\$375.00	\$0.00
6	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$1,980.00	\$0.00 8
1	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$1,200.00	\$0.00
4	Hour(s)	Phone/Webex Setup or Training/Hr. (Min 15 Min/\$25) (X-S-TNP-01)	\$100.00	\$400.00	\$0.00 7
<b>Total Support Services - Training &amp; Expenses:</b>				<b>\$7,705.00</b>	<b>\$0.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$27,975.00</b>	<b>\$3,804.00</b>
<b>Grand Total - WebTrac:</b>				<b>\$31,779.00</b>	
* NOTE: Shipping is FOB - Origin			(Plus Tax Where Applicable / Includes Shipping FCB - Origin)		



**PayTrac Workgroup Multi-User Software**

VSI Quote Number: 65735

Please Review Notes on Last Page  
 Software Pricing Is Valid For 120 Days  
 Hardware Pricing Is Subject to Change

Description: **Exhibit B - Vermont Systems Pricing**  
 Prepared For: **Miami Beach Parks & Recreation, Miami Beach, FL**  
 Contact Name: **Vianca Peron-Sellan, Admin Services Mgr**  
 Contact Email: **viancaperon-sellan@miamibeachfl.gov**  
 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: (305)673-7730 Ext - 6876  
 Fax Number: (786)394-4363  
 Quote Date: 10/13/2017

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
<b>Application Software</b>						
1	Each	VSI Workgroup ERI Credit Card Interface (V-PT-MU-ERI)	\$1,500.00	\$1,500.00	\$0.00	\$300.00 17
<b>Total Application Software:</b>				<b>\$1,500.00</b>	<b>\$0.00</b>	<b>\$300.00</b>
<b>Magstripe Readers</b>						
0	Each	Credit Card EMV (Chip & Pin) Device (H-PIN-99)	\$695.00	\$0.00	\$0.00	\$0.00 18
<b>Total Magstripe Readers:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Support Services - Training &amp; Expenses</b>						
2	Hour(s)	Phone/Webex Setup or Training/Hr. (Min 15 Min/\$25) (X-S-TNP-01)	\$100.00	\$200.00	\$0.00	\$0.00 7
<b>Total Support Services - Training &amp; Expenses:</b>				<b>\$200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$1,700.00</b>	<b>\$0.00</b>	<b>\$300.00</b>
<b>Grand Total - PayTrac:</b>					<b>\$2,000.00</b>	
<small>* NOTE: Shipping is FOB - Origin</small>				<small>(Plus Tax Where Applicable / Includes Shipping FOB - Origin)</small>		

Credit card processing hardware is determined based upon the Gateway you choose to utilize. ☐

☐

Customer would like to use non-encrypted mag stripe readers they already own. Also currently interface with First Data.

Description: **Exhibit B - Vermont Systems Pricing**  
 Prepared For: **Miami Beach Parks & Recreation, Miami Beach, FL**  
 Contact Name: **Vianca Peron-Sellan, Admin Services Mgr**  
 Contact Email: **viancaperon-sellan@miamibeachfl.gov**  
 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: **(305)673-7730 Ext - 6876**  
 Fax Number: **(786)394-4363**  
 Quote Date: **10/13/2017**

- 1 Standard PMP software enables (optional) capture of photo image during registration, and display of photo during Visit Check-In. You can also add the PMP ID software interface to print multi-color plastic photo ID cards.
- 2 In order to use the graphical touch screen option in other modules, you must also license the POS Inventory module.
- 3 The Workgroup System is quoted for those organizations with 2-39 concurrent users. The pricing for the actual number of licensed concurrent users is found on the RecTrac quote page under the Application Software section. Two concurrent users are included with the purchase of the first RecTrac module. Additional concurrent users are priced as Additional Users Over 2 (concurrent).
- 4 VSI uses Progress OpenEdge software to develop and deploy its' software applications, and also embeds the required Progress OpenEdge Enterprise or Workgroup RDBMS (Relational Database Management Software) with its' applications.
- 5 You can select any of the current nearly 100 standard GL interfaces and 4 AP interfaces at this price. If a custom interface is needed, VSI will provide a quote, after reviewing the requirements. The implementation procedures for all interfaces are as follows: The VSI trainer will select (default) the appropriate vendor interface in RecTrac/GolfTrac and show customer how to generate the batch export file that contains the summary or detailed transactions for the day (or any date range). At this point, it is the customer's responsibility to contact the financial software vendor to arrange for assistance to import the batch file for posting to the cash receipts or general ledger system.
- 6 The included expenses are ESTIMATED for airfare, lodging, meals, parking, tolls, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.
- 7 Time quoted is estimated. Actual time used will be billed.
- 8 P3500 S 1-Side Plastic ID Card Printer, 18cps Color/5cps Mono, Ethernet/USB, Windows XP/Vista/W7/W/10 Server 2008/2012. P3500S Energy Star printer includes USB Cable, PS, 3-Year Swap Out Parts & Labor Warranty Service including Printhead. 4th year warranty does not include the Printhead and motherboard. Annual Servicing/Cleaning and Hot Swap program for those customers purchasing ID card supplies through VSI.
- 9 RI-PO-3-0100 P3500S/P3000/P4000 Color Ribbon, 500 Cards Per Ribbon YMCK-T (If P5500 250 Color Front/250 Color Back) Each Polaroid ribbon includes a Cleaning Roller, Cleaning Card, and Snap Swab. Visible Light and Infrared bar code readers read bar codes printed with YMCKO ribbons.
- 10 Custom Configuration for VSI application software, so plug and play out of the box.
- 11 Honeywell MK7580G-2 Genesis Bar Code Imager USB Kit, 1D/2D, PDF17, Gray, Type A 3M Cable (9.5' - Cbl-500-300-S00)), Power Supply, EasyID Software, Documentation, and VSI Custom Configuration. USB keyboard emulation is standard with optional Serial or Parallel emulation. Standard keyboard emulation used to connect reader to dedicated computer. This scanner can be used for RecTrac Background Visit Check-in by configuring it for Serial Emulation using the same USB cable. This enable the computer to be used for other functions, while it is also being used to scan visitor ID cards.
- 12 WebTrac Internet Software, which includes all patron mobile WebTrac functions, enables your patrons to process WebTrac transactions real-time using a browser. The WebTrac software does NOT include hosting services, which are quoted separately. If your IT department or your off-premise web hosting vendor doesn't allow third party software to be installed on its web server, then VSI can provide this web hosting service for a nominal monthly fee. Please discuss this issue with your IT department or your off-premise web hosting vendor to determine whether or not VSI should quote the web hosting fee. VSI bills the web only hosting fee on an annual basis. After the first year, this amount is added to your annual maintenance invoice.
- 13 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.
- 14 WebTrac Agents needed are provided to process WebTrac online transactions. Each Agent can service approximately 20 simultaneous requests.



**Proposal Summary Pricing**  
**VSI Quote Number: 65735**

Please See Detail Breakdown  
on Following Pages

Description: **Exhibit B - Vermont Systems Pricing**  
Prepared For: **Miami Beach Parks & Recreation, Miami Beach, FL**  
Contact Name: **Vianca Peron-Sellan, Admin Services Mgr**  
Contact Email: **viancaperon-sellan@miamibeachfl.gov**  
Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: **(305)673-7730 Ext - 6876**  
Fax Number: **(786)394-4363**  
Quote Date: **10/13/2017**

- 
- 15 VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then ask you to verify that the results match your specs. If you ask for additional changes following the completion of the initial styling then each major change request is priced at \$750.00. Minor & Seasonal change requests are priced at \$375.00 each.
  - 16 The Standard Splash Page Option offers a choice of any one of 14 standard splash pages, and they are available on the VSI website for your review. You decide which standard or combination of multiple standards is best for your organization. ☐  
☐  
The \$500 fee includes VSI support to assist you to implement the template on your site. This typically takes 2-4 hours. Any time over 4 hours due to change requests will be charged at \$100/hour. Any design changes to the standard templates that require custom programming will be charged at \$140/hour.
  - 17 The VSI ERI (External Redirect Interface) fee applies to any of the credit card vendor options.
  - 18 The specific credit card EMV (Chip and Pin) device delivered depends on the PayTrac solution you select. This line item is used as a placeholder for budgeting purposes. The different devices range in price from \$500-\$750.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kinney Pike - Williston 62 Knight Lane Williston, VT 05495 Jake Obar	<b>CONTACT NAME:</b> Elizabeth Harlow	
	<b>PHONE (A/C No. Ext):</b> 802-878-1600	<b>FAX (A/C No.):</b> 802-879-4022
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hanover Insurance Company		22292
<b>INSURER B:</b> Underwriters at Lloyds		
<b>INSURER C:</b>		18058
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
Vermont Systems, Inc.  
12 Market Place  
Essex Jct, VT 05452

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADJL SUBR (HSD) (WAD)	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 0 lib deductible  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		OBV9813141 04	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> 0 lib ded		AWV A917252 01	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		OBV9813141 04	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A WDV9813126 04	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional		USUCS2809354-16	12/31/2016	12/31/2017	Prof Lib 2,000,000
C	Cyber Liability		PHSD1217589	01/31/2017	01/01/2018	Cyber 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  <p style="text-align: center;"><b>MIAMI BE</b></p> City of Miami Beach 1700 Convention Center Drive Miami Beach, FL 33139	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Jake Obar
------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**RESOLUTION NO. 2017-29996**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT WITH VERMONT SYSTEMS, INC., IN A FORM ACCEPTABLE TO THE CITY MANAGER AND THE CITY ATTORNEY, FOR A THREE (3) YEAR TERM, WITH TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS, IN AN AMOUNT NOT TO EXCEED \$104,035.00 FOR THE INITIAL YEAR 1 PURCHASE PRICE, AND \$10,284.00 EACH YEAR THEREAFTER FOR ANNUAL MAINTENANCE SERVICES, FOR A PARKS AND RECREATION DEPARTMENT SOFTWARE FOR ACTIVITY REGISTRATION, FACILITY RESERVATIONS, INVENTORY CONTROL, TICKETING, PAYMENT PROCESSING, AND RELATED SERVICES.**

**WHEREAS, on August 15, 2012, Request for Proposals (RFP) No. 62-11/12 was issued to install and maintain an externally web hosted software for the City of Miami Beach Parks and Recreation Department; and**

**WHEREAS, on January 16, 2013, the Mayor and City Commission adopted Resolution 2013-28108 accepting the recommendation of the City Manager to enter into negotiations with the second-ranked proposer, Capturepoint.com, pursuant to the RFP No. 62-11/12; and**

**WHEREAS, on July 15, 2015, the Parks and Recreation announced the launch of Capturepoint; the web-based registration system was established to provide families with the convenience of registering and paying online for parks and recreation programs and activities, something that the previous system did not offer; and**

**WHEREAS, although Capturepoint has provided the City with its needs as outlined in the RFP, staff has found themselves constantly requesting for items to be changed, upgraded and added in order to perform daily functions; and**

**WHEREAS, although the online registration module is functional, the department has received multiple complaints from residents stating that it is hard to understand and not user-friendly, and the City of Miami Beach Parks and Recreation Department's needs have surpassed the capabilities that Capturepoint currently offers; and**

**WHEREAS, technology is an instrumental place for both staff and customers OF THE City's Parks and Recreation Department; and**

**WHEREAS, the Department submits it is in the City's best interest to identify software that is currently being used successfully by other municipalities, can provide the required products and services without extensive customization, and is user friendly; and**

**WHEREAS, at the March 24, 2016 IT Steering Committee meeting, Parks and Recreation staff presented its request to purchase new software for an estimated \$75,000.00 for the initial year and \$40,000.00 for each year thereafter; and**

**WHEREAS**, the IT Steering Committee voted in favor of the department's request and the project was funded \$75,000.00 through the FY 2017 budget cycle; and

**WHEREAS**, upon the approval of funds for a new Parks and Recreation Software, staff did research based on the needs and requested information from several software companies, and also attended the 2016 Florida Recreation and Parks Association Annual Conference and met with several Parks and Recreation Software exhibitors to collect more information; and

**WHEREAS**, after discussing with staff and analyzing the best system to meet the needs of the City and of the community as a whole, the Parks and Recreation Department selected Vermont Systems, Inc.(VSI) as the new software provider; and

**WHEREAS**, VSI is an employee owned company, focused on providing a range of applications that increase efficiency and productivity; and

**WHEREAS**, VSI has specialized in developing fresh software products for managing recreation and parks operations for municipal, county, state and federal military governmental entities, and currently has over 950 Municipal RecTrac customers with thousands of users; and

**WHEREAS**, the Parks and Recreation Department has been working with VSI to finalize a proposal that meets the City's needs and also coordinated meetings with VSI, the Finance Department and the IT Department to ensure the new software is in compliance with their requirements, in order to make the transition as smooth as possible; and

**WHEREAS**, VSI has provided the City with a final proposal (Exhibit "A") which includes the following:

- **RecTrac**
  - Activity Registration
  - Facility Reservations
  - Pass Management
  - Point-of-Sale/Inventory Control/Tickets
  - League Scheduling
  - Court Reservations
- **WebTrac (Online)**
  - Internet Software for RecTrac Users
  - Activity Registration
  - Facility Reservations
  - Pass Management
  - League Scheduling
  - Court Reservations
  - Splash Page Options
- **PayTrac**
  - Credit Card Interface
- **Support Services -- Training**
  - Installation Onsite
  - Training Onsite
- **Hardware**
  - ID Card Hardware
  - Barcode Readers

- **24/7 Customer Support**
  - Unlimited Telephone Support (8:00 a.m. – 8:00 p.m. EST)
  - 24/7 Website Customer Support Section
  - Comprehensive Help File
  - Enhancement Requests are welcome; and

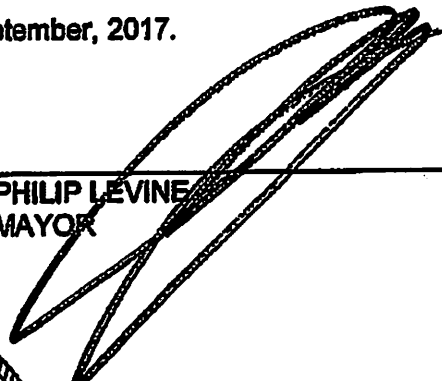
**WHEREAS**, the total cost of the software for the initial Year 1 will be \$104,035.00, with a fixed cost of \$10,284.00 and each year thereafter for annual maintenance/service; and

**WHEREAS**, \$75,000.00 will be funded through the funds received in FY 17 and the remaining \$29,035.00 will be funded through funds identified in the Parks and Recreation Department's FY 17 budget, which will be rolled over to FY18 for this project.

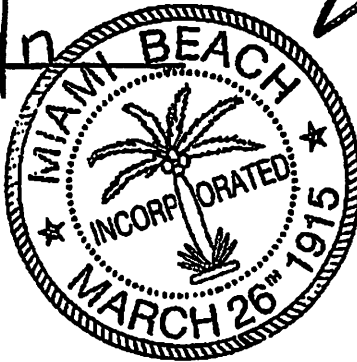
**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF Miami Beach, Florida**, that the Mayor and City Commission hereby waive, by 5/7ths vote, the formal competitive bidding requirement, finding such waiver to be in the best interest of the City, and approve and authorize the Mayor and City Clerk to execute a Software License, Maintenance and Support Agreement with Vermont Systems, Inc. in a form acceptable to the City Manager and the City Attorney, for a three (3) year term, with two (2) additional one (1) year renewals, in an amount not to exceed \$104,035.00 for the initial Year 1 purchase price, and \$10,284.00 each year thereafter for annual maintenance services, for a Parks and Recreation Department software for activity registration, facility reservations, inventory control, ticketing, payment processing, and related services.

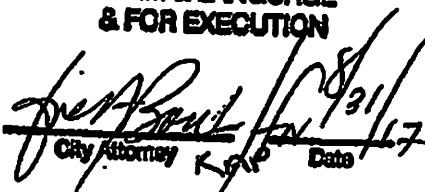
**PASSED and ADOPTED** this 25<sup>th</sup> day of September, 2017.

**ATTEST:**

  
 \_\_\_\_\_  
 PHILIP LEVINE  
 MAYOR

  
 \_\_\_\_\_  
 RAFAEL E. GRANADO  
 CITY CLERK



**APPROVED AS TO  
 FORM & LANGUAGE  
 & FOR EXECUTION**  
  
 \_\_\_\_\_  
 City Attorney      Date 9/21/17