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**AGREEMENT
 (UTILIZING SARASOTA COUNTY BID #132313DD)
 BETWEEN
 THE CITY OF JACKSONVILLE
 AND
 VERMONT SYSTEMS, INC.
 FOR
 RECREATIONAL SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT**

THIS AGREEMENT is made and entered into in duplicate this 6 day of Aug, 2015 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and VERMONT SYSTEMS, INC., a foreign profit corporation authorized to do business in the State of Florida with principal office at 12 Market Place, Essex Junction, Vermont 05452 (hereinafter the "Contractor"), for recreational software license, maintenance, and support (hereinafter the "Project").

RECITALS:

WHEREAS, effective November 5, 2013, Sarasota County, Florida awarded Bid No. 132313DD for Recreational Software License, Maintenance, and Support (hereinafter the "County Contract") to Contractor for software license and annual software maintenance and support services; and

WHEREAS, said County Contract is in full force and effect until November 4, 2016, and was competitively procured and awarded by Sarasota County as contracting authority according to Florida law; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows CITY to use, *inter alia*, contracts of other governmental entities, including states and counties, which have been competitively procured and awarded; and

WHEREAS, the County Contract is broad enough to include the Project and Contractor has agreed to allow CITY to use the County Contract; and

WHEREAS, it is in the best interests of the parties to use the County Contract for the Project and to add those contractual provisions CITY is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1: Incorporation of Recitals:

The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

ARTICLE 2: Engagement of Contractor:

CITY hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing the Project to CITY, as described in and according to the provisions of the County Contract and its exhibits, work and services descriptions, and quotations made thereunder and the quotation submitted to Sarasota County by Contractor (hereinafter the "Services"), together identified as **Composite Exhibit 1** and by this reference made a part hereof and incorporated herein, and in accordance with the other provisions required by law, ordinance, or policy for CITY contained in this Agreement. Said **Composite Exhibit 1** is on file in CITY's Office of General Counsel, 117 West Duval Street, Suite 480, Jacksonville, Florida 32202. With respect to the Project, the provisions, terms, and conditions of the County Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the County Contract shall be resolved in favor of this Agreement, with the provisions of this Agreement superseding any conflicting provisions in the County Contract, but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by CITY:

CITY shall designate for the Project a Project Coordinator who will, on behalf of CITY, coordinate with Contractor and administer this Agreement according to the terms and conditions contained herein and in the exhibit(s) attached hereto and made a part hereof. It

shall be the responsibility of Contractor to coordinate all Project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be: Claire Stine (Telephone: (904) 255-8266; FAX: (904) 301-3856; Email: CStine@coj.net).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities:

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until November 4, 2016, unless sooner terminated as provided in **Composite Exhibit 1**. During said period of time, the Services provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same at the contract price provided herein.

ARTICLE 5: Payments for Services of Contractor:

5.1. Except as provided in Section 5.2 hereof, CITY will compensate Contractor for the Services purchased hereunder in accordance with purchase orders issued and used by the City of Jacksonville Procurement Division; *provided however*, payment invoices shall be sent to the authorized CITY representative as specified in said purchase order or other subsequent written instrument signed by CITY's Project Coordinator.

5.2. Notwithstanding any contrary provision in **Composite Exhibit 1**, the maximum indebtedness of CITY for all fees, reimbursable items, or other costs for the Project provided by Contractor pursuant to this Agreement shall not exceed the sum of TWO HUNDRED FIFTY THOUSAND AND 00/100 USD (\$250,000.00).

ARTICLE 6: Notice:

In addition to the notice requirement in **Composite Exhibit 1**, notice to CITY under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Daryl Joseph, Acting Director
Parks, Recreation and Community Services
214 North Hogan Street, Suite 433
Jacksonville Florida 32202

Greg Pease, Chief
Procurement Division
214 North Hogan Street
Jacksonville, Florida 32202

ARTICLE 7: Laws, Ordinances, Rules, and Regulations:

As required by Section 126.108(b), *Ordinance Code*, in providing the Services for the Project, Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the work contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this article shall be incorporated into and become a part of the subcontract.

ARTICLE 8: Conflict of Interest:

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same.

ARTICLE 9: Prompt Payment:

As required by Chapter 126, Part 6, *Ordinance Code*, notwithstanding any contrary provisions in **Composite Exhibit 1**, CITY's prompt payment provisions shall be as follows:

9.1 *Generally*. When Contractor receives payment from CITY for labor, services, or materials furnished by subconsultants or subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subconsultants, subcontractors, and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing pursuant to the terms hereof all or any portion of a payment alleged to be due to its subconsultants, subcontractors, and suppliers. In the event of such dispute, Contractor may dispute the

disputed portion of any such payment only after Contractor has provided notice to CITY and to the subconsultant, subcontractor, or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said subconsultant, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

9.2. *Jacksonville Small Emerging Business Enterprise ("JSEB") and Minority Business Enterprise ("MBE") Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, Contractor shall pay all contracts awarded with certified JSEB's and MBE's, as defined therein, their pro rata share of their earned portion of the progress payments made by CITY under this Agreement within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's or MBE's from all prior payments Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's or MBE's, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said JSEB's or MBE's within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed in this section. The failure to pay undisputed amounts to the JSEB's or MBE's

within seven (7) business days shall be a breach of this Agreement, compensable by one percent (1%) of the outstanding invoice being withheld by CITY, not as a penalty but as liquidated damages to compensate for the additional contract administration by CITY.

9.3. *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between CITY and any subconsultant, subcontractor, supplier, JSEB, MBE, or any third party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of CONSULTANT's contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may issue joint checks and charge Contractor a 0.2% daily late payment interest charge or the charges specified in Chapter 126, *Ordinance Code*, for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or non-MBE's, whichever is greater.

ARTICLE 10: Governing State Law/Severability/Venue:

The rights, obligations, and remedies of the parties as specified under the Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

ARTICLE 11: Counterparts:

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this Agreement and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST

CITY OF JACKSONVILLE

By *James R. McCain, Jr.*
James R. McCain, Jr.
Corporation Secretary



By *Lenny Curry*
Lenny Curry, Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

WITNESS

VERMONT SYSTEMS, INC.

By *Kathryn W. Mitchell*
Signature
KATHRYN W. MITCHELL
Type/Print Name
VP & TREASURER
Title

By *Giles N. Willey*
Signature
GILES N. WILLEY
Type/Print Name
PRESIDENT
Title

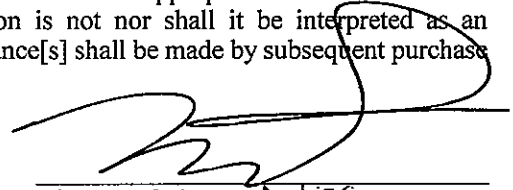
Encumbrance and funding information for internal City use:

Account.....

Amount.....\$

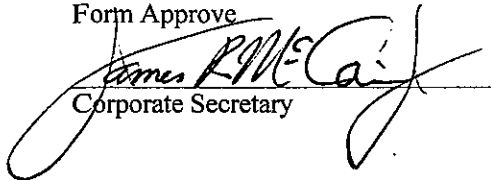
This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.



Director of Finance, Acting
City Contract # 16149
PMS

Form Approve



Corporate Secretary

Contract Encumbrance Data Sheet follows immediately.

Composite Exhibit 1

SUBJECT: Piggyback Sarasota County Bid #132313DD for Recreational Software License, Maintenance and Support
BID NO.: PSC-0625-14 OPEN DATE: 11/05/2013

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: Piggyback Contract – Initial term of three (3) years beginning November 5, 2013 through November 4, 2016

FOR: Parks, Recreation and Community Services

BASIS OF AWARD: Piggyback

NUMBER OF BIDS INVITED: NA NUMBER OF BIDS RECEIVED: NA OTHER: NA

SUMMARY OF BIDS AND RECOMMENDED ACTIONS: Recommend approval to piggyback the Sarasota County Bid #132313DD for Recreational Software License, Maintenance and Support contract awarded to Vermont Systems, Inc. in accordance with Exhibit A, for the service period from date of this award through November 4, 2016.

Recommend approval to award Vermont Systems, Inc. in the not to exceed amount of \$250,000.00 for Recreational Software License, Maintenance and Support to be executed by formal contract thru the Office of General Counsel and encumbered by master blanket purchase order issued through purchase order releases.

Account Code: OPCP327ITD 069427 IT0921 04
OPCP327ITD 38485 IT0921 04

Attachments: Recommendation Memo, Vermont Systems, Inc. Agreement, Vermont System, Inc. Pricing, Risk Management Insurance Approval, Sarasota County bid #132313DD rankings and award, Account Summary Inquiries.

MP
Purchasing Analyst *Amy Cole*
Amy Cole

Respectfully Submitted *Greg Pease*
Gregory Pease, Chief
Procurement Division

CONCURRENCE BY: Daryl Joseph, Interim Director Parks, Recreation, and Community Services

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE 09/04/14

[Signature] _____ OTHER _____
[Signature] _____
[Signature] _____

ACTION OF AWARDING AUTHORITY DATE: 9/16/14

APPROVED: *[checkmark]* DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION *Karen Bowling*
Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

Composite Exhibit 1

PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT



July 29, 2014

07/29/14 15:11:26
Procurement Division

MEMORANDUM

TO: Greg Pease, Chief
Procurement Division

FROM: Daryl Joseph 
Interim Director

RE: **Request to Piggyback Sarasota County, Bid #132313DD, Recreational Software License, Maintenance and Support**

The Sarasota County Florida Bid # 132313DD for Recreational Software license, maintenance and support was competitively bid and awarded to Vermont Systems, Inc. for the initial term of three years from November 5, 2013 to November 4, 2016.

The Parks, Recreation and Community Services Department requests approval to piggyback services under the Sarasota County Florida Bid #132313DD.

The scope of services are to include purchase orders for licenses, training, equipment, hosting, maintenance and support as needed during the period of the current bid.

The Parks, Recreation and Community Services department has reviewed the reference bid for compliance.

If you have questions or need additional information regarding this request, please contact Renée Harriman at 255-8294.

cc: Ivy Posey, Buyer
Claire Stine, Finance Manager

DJ/rjh

Composite Exhibit 1

Exhibit A

CONTRACT NO. 2014-080
BCC APPROVED 11/5/13

VERMONT SYSTEMS, INC.
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT ("Agreement"), is made and entered into upon execution by and between Vermont Systems, Inc., a Vermont corporation (hereinafter "VSI" or "Licensor", and Sarasota County, Florida (hereinafter "Customer" or "Licensee"), 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 shall provide the Licensee and the Licensee agrees to accept a perpetual, non-transferable, and 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 User Reference Manuals, Reports Manuals, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Database with Tables.
- 1.2 VSI uses the Progress OpenEdge V10 Development software to develop its' applications and deploy using the OpenEdge Deployment software that includes Client Networking, Web Client, Load Balancer, and Personal, Workgroup, or Enterprise RDBMS (embedded database) with RDBMS support for 4GL, SQL, ODBC, ODBC, 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 they are included in the attached Exhibit B.
- 1.3 The license granted herein authorizes the Licensee to install the Licensed Software on the designated computer platform for live processing and on testing/disaster recovery systems without incurring additional license charges. Further, the Licensee can make copies of the Licensed Software for safe keeping purposes only. Since VSI is providing complete hosting services, Item 1.3 does not apply.
- 1.4 At any time, the Licensee can add software and users under the terms of this Sales 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.

ARTICLE 2 -- Annual Software Maintenance and Support Services

- 2.1 VSI shall provide the Licensee 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 are specifically listed in Exhibit B.
- 2.2 The Annual Software Maintenance support shall include distribution of product update releases, including software repairs and enhancements subsequent to the initial purchase. Biennial software updates will be distributed in accordance with VSI standard Sales and Support Policies, as described in Exhibit A, while periodic program only updates are available at any time. Since VSI is providing complete hosting services, VSI will provide software installation and upgrade services and coordinate both with each Licensee.
- 2.3 The Software Maintenance and Support fee will be billed annually, and it becomes effective on the first day of your October 1st fiscal year for one year. New Licensees 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 This Agreement shall commence immediately upon execution by both the Licensee and the Licensor and shall continue for a period of three (3) years. This Agreement may be renewed for up to two additional one year periods subject to written agreement of both parties. The Licensee's County Administrator authorizes the Licensee's Procurement Official to approve and execute amendments to this Agreement, subject to applicable Licensee's policies and procedures. Licensee can contact VSI in advance to obtain a firm quote for the next agreement year.
- 2.5 VSI reserves the right to increase annual maintenance fees annually not to exceed three (3) % per year.

2013 NOV - 3 PM 2:46
FILED FOR THE RECORD
BOARD RECORDS

[Signature] VSI Initials _____ Licensee Initials _____

Composite Exhibit 1

ARTICLE 3 – Software Training and Installation Services

- 3.1 Training is offered at the Licensee site, at VSI (12 Market Place, Essex Junction, Vermont), and remotely based on a quoted daily rate, as described in the VSI standard Sales and Support Policies, Exhibit A.
- 3.2 Any training services and estimated charges for each Licensee, including the number of training days, are included at a fixed price in Exhibit B. All training dates must be mutually agreed upon by VSI and the Licensee. The Licensee 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 Licensee will be responsible for any additional costs incurred as a result of the changes subject to Florida Statutes, Section 12.061 and Sarasota County Resolution 2010-211. 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, as well.
- 3.3 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

- 4.1 Licensee selects complete VSI hosting services, whereby the VSI application software and Progress software are installed on VSI servers at the Tech Vault data center, the monthly fee for this option will be included in Exhibit B. Since VSI will be providing complete hosting services for the Licensee, Exhibit D hosting services specifications do apply to this Agreement.
- 4.2 Hosting services rates are guaranteed for one year. VSI reserves the right to increase annual hosting fees annually not to exceed three (3) % per year.

ARTICLE 5 – Charges and Payment

- 5.1 VSI Hosted Software: since VSI is providing complete Hosting Services, VSI will install the software on the Licensee's servers at the Tech Vault data center. The Licensed Software charges will be billed to the Licensee when the software applications become available for Licensee use or following the initial training session, and will be due within 45 days.
- 5.2 The Licensee is Tax-exempt and must provide a tax exemption certificate.
- 5.3 VSI will invoice the Licensee for training and installation services pursuant to Exhibit B immediately following the completion of each occurrence of training or other services.
- 5.4 The Licensee shall pay VSI for the services rendered hereunder and completed in accordance with the terms and conditions of this Agreement an amount not to exceed \$155,487.00 for the first fiscal year that the Agreement is in place. Thereafter, the Licensee shall pay VSI for the services rendered hereunder and completed in accordance with the terms and conditions of this Agreement an amount not to exceed \$50,000.00 per fiscal year.
- 5.5 Notwithstanding the preceding, VSI shall perform no work under this Agreement until receipt of a Purchase Order from the Licensee. VSI acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and Licensee may elect to issue no purchase orders.
- 5.6 The Licensee's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Sarasota County Board of County Commissioners. The Licensee shall promptly notify VSI if the necessary appropriation is not made.
- 5.7 The Licensee shall pay VSI through payment issued by the Sarasota County Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq, Florida Statutes upon receipt of VSI's invoice and written approval of same by the Licensee's Administrative Agent indicating that services have been rendered in conformity with this Agreement. VSI's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. VSI is responsible for providing all necessary documentation that may be required by the Clerk of the Circuit Court.

 VSI Initials _____ Licensee Initials

Composite Exhibit 1

ARTICLE 6 – Security of Programs

- 6.1 The Licensee shall be solely responsible for the supervision and control of the licensed Licensee hosted software to ensure that it is stored in a secure location for Licensee 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 Licensee 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 Licensee 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 Licensee from any suit or proceeding brought against the Licensee by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the Licensee shall be entitled to be independently represented by counsel of its own choice.
- 7.5 VSI covenants and agrees that it and its employees shall be bound by the Standards of Conduct of the Florida Statutes, Section 112.313, as it relates to work performed under this Term Contract. VSI agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- 7.6 VSI shall comply with Florida Statutes, Section 287.133, Public Entity Crimes.
- 7.7 VSI shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 7.8 VSI shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at VSI's offices for the purpose of inspection, audit, and copying during normal business hours by Licensee, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
- 7.9 VSI shall notify Licensee's Administrative Agent at least one (1) day in advance of any meeting between VSI and any stakeholder, including, but not limited to, County Commissioners, regulatory agencies or private citizens.

ARTICLE 8 – Liability

- 8.1 VSI shall pay on behalf of or indemnify and hold harmless Licensee from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of VSI arising out of or in any way connected with VSI's or Sub-Contractors' performance or failure to perform under the terms of this Agreement. This section of the Agreement will extend beyond the term of the Agreement.
- 8.2 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties agree to enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation. In the event mediation is unsuccessful in resolving a dispute, the parties may proceed to litigation. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall

 VSI Initials _____ Licensee Initials _____

Composite Exhibit 1

be in the Twelfth Judicial Circuit in and for Sarasota County, Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Agreement. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement. This Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles. Unless otherwise agreed in writing, VSI shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

ARTICLE 9 – Risk of Loss

- 9.1 For Licensee 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 Licensee's premises. For VSI hosted installations, VSI will be responsible for the risk of loss or destruction.
- 9.2 For Licensee hosted installations, the Licensee 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 hosted installations, VSI will be responsible for installing the software on the Licensee's servers.

ARTICLE 10 – Application Source Code

- 10.1 The Source Code for all VSI application software, along with a list of licensed Licensees, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 6 Joshua Way, Suite B, Essex Junction, Vermont 05432, Attn: Jason Rowet 802-878-3346, jir@essexwilaw.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 discontinuance of said service by VSI or VSI's bankruptcy, then the source code will be made available to the Licensee within thirty days of written notice by the Escrow Agent for Licensee support use only.

ARTICLE 11 – Independent Contractor

- 11.1 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 12 – Change Orders or Extensions

- 12.1 The Licensee 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 Licensee and VSI. VSI shall be compensated for all authorized changes in services.

ARTICLE 13 – Authorization and Entire Agreement

- 13.1 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. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 13.2 This Agreement and the attached Exhibits A, B, C, D, and E constitute the entire Agreement between Vermont Systems and the Licensee.
- 13.3 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.

ARTICLE 14 – Insurance Requirements

- 14.1 VSI will adhere to Licensee's insurance requirements, incorporated within Exhibit "C".

 VSI Initials _____ Licensee Initials

Composite Exhibit 1

ARTICLE 15 – Termination

- 15.1 Licensee shall have the right at any time upon thirty (30) calendar day's written notice to VSI to terminate the services of VSI. Licensee shall pay to VSI and VSI shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 15.2 Any failure of VSI to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination. VSI shall be notified in writing by Licensee and shall have an opportunity to cure such default within ten (10) working days after notification.
- 15.3 In the event that VSI has abandoned performance under this Agreement, then Licensee may terminate this Agreement upon three (3) calendar day's written notice to VSI indicating its intention to do so. The written notice shall state the evidence indicating VSI's abandonment. Payment for work performed prior to VSI's abandonment shall be as stated above.
- 15.4 VSI shall have the right to terminate services only in the event of Licensee failing to pay VSI's properly documented and submitted invoice within ninety (90) calendar days of the approval by Licensee's Administrative Agent, or if the Project is suspended by Licensee for a period greater than ninety (90) calendar days.
- 15.5 Licensee reserves the right to terminate and cancel this Agreement in the event VSI shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- 15.6 After consultation with and written Notice to VSI providing a reasonable opportunity to cure, Licensee shall have the right to refuse to make payment, in whole or part, and if necessary, may demand the return of a portion or all of the amount previously paid to VSI due to:
- (1) The quality of a portion, or all, of VSI's work not performed in accordance with the requirements of this Agreement;
 - (2) The quantity of VSI's work not delivered or performed as represented in VSI's Payment Request, or otherwise;
 - (3) Claims made, or likely to be made, against Licensee, or its property;
 - (4) Loss caused by VSI;
 - (5) VSI's failure or refusal to perform any of the obligations to Licensee after written Notice and a reasonable opportunity to cure as set forth above.

ARTICLE 16 – Miscellaneous

- 16.1 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 16.2 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 16.3 VSI shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of Licensee, except that claims for the money due or to become due VSI from Licensee under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from Licensee. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to Licensee.
- 16.4 The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 16.5 The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

 VSI Initials _____ Licensee Initials

Composite Exhibit 1

ARTICLE 16 - Miscellaneous - continued

- 16.6 Neither Licensee's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 16.7 The rights and remedies of Licensee provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 16.8 Any notices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States certified mail, postage paid, to the addresses listed below:

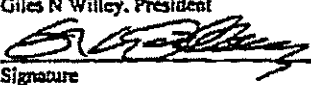
Contractor's Representative:	County's Administrative Agent:
Name: <u>GILES WILLEY</u>	Name: Shellie Roberson
Title: <u>PRESIDENT</u>	Title: Operations Manager
Address: <u>12 MARKET PLACE</u> <u>ORANGE JCT, VT 05452</u>	Address: 1660 Ringling Blvd, Sarasota Florida 34236
Telephone: <u>802-877-6092</u>	Telephone: (941) 861-5758
Facsimile: <u>802-877-5268</u>	Facsimile: NA
E-mail: <u>GILES.WILLEY@VTS.COM</u>	E-Mail: sroberson@scgov.net

- 16.9 Any change in administrative agents will require prompt notification by the party making the change.
- 16.10 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

600 VSI initials _____ Licensee initials


Composite Exhibit 1

IN WITNESS WHEREOF, the parties have executed the Term Contract as of the date last below written.

Witness:	Vermont Systems, Inc.
Print Name	Giles N Willey, President
Signature	
Date	10/6/13

LICENSEE:

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 
CHAIRMAN

DATE: 10/5/13

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio
Clerk of the Board of County Commissioners

BY: 

Approved as to form and correctness:

BY: 
COUNTY ATTORNEY TRW

Composite Exhibit 1

EXHIBIT A

Customer Sales and Support Policies 9-12-12

1. SOFTWARE LICENSE:

The application software license is a one-time fee, which provides for the perpetual use of the software. While a deposit will 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 V10 Application Server software and Personal, Workgroup, or Enterprise Relational Database Management System (RDBMS imbedded database) software licenses are also required to operate the VSI Windows WebClient/Client application software.

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 Non-Standard Hours Pager Support is also available, as described in Section 4 below. The following are included:

- 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 optional 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. In its' quarterly newsletter, VSI notifies all Customers regarding the status and availability of all software releases. The same data is available on the VSI web site at all times. Customers must request all major software upgrades, which are distributed on a DVD with standard ground shipping. Program only updates can be downloaded via VSI's web page www.vermontsystems.com under Support or by requesting the update DVD at any time.
- 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.
- 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 Extended Hours Pager/Telephone Support at rates listed in Section 4 below.
- Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support is chargeable with a minimum of four hours, which can be nonconsecutive, as described in Section 4 below.
- 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 bi-annual 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 for hourly pricing.
- VSI application software WAN Client access configuration.
- Customized print programs and updates are chargeable at the rate listed under Section 6 below.

 VSI Initials _____ Licensee Initials _____

Composite Exhibit 1

- 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 servers; 3) Customize Splash Page; 4) Create Web Bypass Links; 5) WebTrac Style Sheets changes; and, 6) Database Support to analyze and correct out-of-balance condition.

3. **PROGRAMMING ENHANCEMENTS:** Although our 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/TELEPHONE SUPPORT SERVICES PRICING:**

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 at \$100/hour with a minimum of \$50 per call or multi-call issue.

Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support

Non-Standard Extended Hours support may be pre-arranged by calling VSI at least one full business day in advance. While the stand-by rate is \$50/hour with a minimum of 4 hours, the actual extended pager support is chargeable at \$150/hour with a minimum of \$75 per issue, which could involve multiple phone calls. VSI reserves the right to modify these extended hours pager rates at any time.

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

Composite Exhibit 1

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 Sections 4, 6, & 7. 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
Stage 1 Status Report Intervals	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 2 (Vice President of Support)	24 hours	7 days	N/A
Stage 2 Status Report Intervals	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 (Non-Military)

The on-site training rate is \$720 per 8-hour day, plus out-of-pocket travel expenses. The VSI classroom-training rate is \$720 per 8-hour day for up to two trainees and \$150 per day for each additional trainee. Other services include 800 telephone training at \$100/hour, programming, hardware, and network configuration support services at \$1040/day or \$130/hour. Any hours in excess of eight are chargeable. Travel time is charged at \$360 daily plus travel expenses. VSI reserves the right to modify these rates at any time.

7. VSI WEEKEND SUPPORT SERVICES PRICING (Non-Military):

The weekend training rate is \$1,080/day, while the hourly rate is \$150 with a two-hour minimum. If the Customer asks the VSI Trainer to stay over a weekend, in order to save on travel costs, and no training is provided, the rate is \$250/day, plus all normal travel expenses. VSI reserves the right to modify these rates at any time.

8. ON-SITE TRAINING SHORT NOTICE CANCELLATION PENALTY:

If scheduled on-site training is cancelled with less than 3 weeks' notice, the Customer will be responsible for any travel expenses losses, as well as a \$500 penalty to partially offset VSI Trainer rescheduling costs.

9. TRAINING CANCELED DURING SCHEDULED ONSITE TRAINING WEEK:

If the Customer cancels 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.

Composite Exhibit 1

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. APPLICATION SOFTWARE SOURCE CODE:

The Source Code for the 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, jruwet@essexvllaw.com. If VSI defaults in providing software maintenance support due to company failure, discontinuance of support services, or VSI's bankruptcy, the Escrow Agent will make the source code available to the Customer within thirty days of written notice by the Escrow Agent. The source code can only be used to support each VSI licensed customer.

12. DOCUMENTATION:

All documentation is provided electronically on a DVD by application and it includes the User Reference Manual, Installation Planning Guide, Reports Manual, 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. Hard copy manuals are available at \$75 each and this amount is subject to change.

13. 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.

14. THIRD PARTY VENDOR GENERAL LEDGER/CASH RECEIPTS INTERFACE PROCEDURES:

The VSI Trainer will configure RecTrac/GolfTrac 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.

15. HARDWARE PAYMENT & WARRANTY:

Full payment for the hardware and systems software is due following delivery, after verification of the order. The verification process must be completed, so that all payments can be made within 45 days of delivery. The VSI supplied hardware includes Warranties from the manufacturers or distributors for specified periods. Please review the 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.

16. 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 Initials _____ Licensee Initials

Composite Exhibit 1

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.

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 rate of \$100 per hour.

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 the rate of \$100/hour. 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 at \$100/hour.

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.

 VSI initials _____ Licenses initials

Composite Exhibit 1

Sarasota County

Exhibit "C" - INSURANCE REQUIREMENTS

This document contains all of Sarasota County's standard insurance requirements. Those requirements which are not applicable to this purchase or solicitation have been struck through.

A. INSURANCE

Before performing any contract work, Contractor shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by County Risk Management.

~~1. WORKERS' COMPENSATION:~~

~~Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this contract, as required by the laws of the state where the contractor is domiciled. Florida Contractors must provide evidence of Workers' Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, AND Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease. If applicable, coverage for the Jones Act and Longshore Harbor Workers Exposures must also be included. **NOTE** Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and qualify for the County waiver.~~

~~In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided to Sarasota County Risk Management, 1660 Ringling Blvd., 4th Floor, Sarasota, FL 34236.~~

~~2. COMMERCIAL GENERAL LIABILITY: Including but not limited to bodily injury, property damage, contractual, products and completed operations, watercraft, if under twenty-six (26) feet and Ocean Marine if over, and personal injury with limits of not less than \$500,000 each occurrence, covering all work performed under this contract.~~

~~3. BUSINESS AUTOMOBILE LIABILITY: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering all work performed under this contract.~~

~~Contractor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.~~

~~If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery, transit.~~

~~4. HAZARDOUS MATERIALS INSURANCE: For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be~~

Composite Exhibit 1

Sarasota County

Exhibit "C" - INSURANCE REQUIREMENTS

~~specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until County Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:~~

~~c. **DISPOSAL** When applicable, the Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.~~

~~d. **HAZARDOUS WASTE TRANSPORTATION** When applicable, the Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.~~

*****Note: CERTIFICATES OF INSURANCE shall clearly state the hazardous material exposure work being performed under the contract.*****

POLICY FORM

1. Unless specific approval is given, all policies required by this contract with the exception of Professional Liability and Workers' Compensation are to be written on an occurrence basis. Commercial General Liability policies shall name Sarasota County Government as additional insured as their interest may appear under this contract.
2. Insurance requirements itemized in this contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
3. Each insurance policy required by this contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
 - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to County Risk Management.
4. The County shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this contract.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by County Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance

 VSI Initials _____ Licensee Initials

Composite Exhibit 1

Sarasota County

Exhibit "C" - INSURANCE REQUIREMENTS

requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.

8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 4th Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by County Risk Management before the Contractor will be allowed to commence or continue work.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's/sub-Contractor's/Consultant's insurance company and County Risk Management as soon as practicable after notice to the insured.
10. The Certificate of Insurance must include the following:
 - a. In the "Description of Operations/Special Provisions" section:
 - Sarasota County Government is named as an additional insured, as their interests may appear on Commercial General Liability.
 - Note: ACORD 2009 edition can use "X" for General Liability Additional Insured Inclusion.
 - b. In the "Certificate Holder" section:

Sarasota County Government
Attn: Risk Management
1660 Ringling Blvd., 4th floor
Sarasota, FL 34236

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EXHIBIT D Vermont Systems Cloud Computing Services Tech Vault Data Center

1. Complete Managed Hosting Services:

VSI owns and manages redundant servers and communications devices that are installed at the Tech Vault data center. These systems are operational on a 24/7/365 basis. VSI provides its hosting services customers with Progress Deployment software support, Progress RDBMS database support, and extended hours Pager support as described in VSI's Sales & Support Policies (Exhibit A in the VSI Sales Agreement). Initially, this includes live hosting phone support from 8:00am to 8:00pm, Monday - Friday, plus no charge Pager support for all other 24/7 hours. As the number of hosting customers grows, live hosting phone support will be expanded accordingly.

2. Tech Vault Data Center Base Hosting Services:

Tech Vault, a VSI business partner, assists VSI to provide complete data center hosting services for VSI customers. Tech Vault has a Green Building Council Gold Certification and is HIPAA, PCI-DSS, LEED Silver, and SSAE-16 certified. They are currently in the process of LEED Gold certification.

Data Center Space:

- APC InfraStruXure In-Row cooling and humidification technology with multi-stack chillers/cooling towers.
- Uses Schneider Electric LAN Integrated Continuum software to manage facility operations and data collection.
- APC Keycard rack security.
- HIPAA-compliant facility with exterior walls built to Homeland Security specifications.

Data Center Cooling & Environment:

- APC industry-leading In-Row cooling with integrated humidification.
- Cooling accommodates standard, high density, and super high density rack environments.
- Fully redundant N + 1 architecture.

Security & Access:

- Man-Trap access-only with dual-factor finger biometric scan and integrated HID proximity reader.
- Keycard and biometric facility access.
- Authorized VSI access 24/7/365.
- Video surveillance cameras, internal and external, 24/7/365 basis.
- Located next door to South Burlington Police Department.

Power:

- Data Center UPS infrastructure uses APC's Symmetra systems.
- Fully redundant N + 1 dual-power feeds from APC PDU's.
- Automatic generator back-up systems dual 800kw diesels.

Internet Services:

- Data Center is ISP Carrier neutral facility.
- Two tier-one providers - Level 3 and Fairpoint.
- Tech Vault is a node on each carrier's regional SONET ring.
- Dual fiber routes installed from both providers.
- Virtually unlimited Internet capacity available.
- Internet utilizes Border Gateway Protocol to provide 100% internet availability.

Additional Tech Vault Features:

- 24/7/365 Facility Environmental Monitoring by Tech Vault staff.
- 3M NOVEC 1230 Clean Agent Fire Suppression Agent.
- Hardware Monitoring (SNMP) and Diagnostics.
- Operating System Monitoring and Patch Management.
- Network documentation, diagram, and copies of configuration files.
- Environmental Rack Reporting (Power, Cooling, Security, & Bandwidth Utilization).
- 100% uptime for bandwidth and power.

 VSI Initials _____ Licensee Initials _____

Composite Exhibit 1

3. **VSI Managed Hosting Services:**
 - Redundant hosting servers, routers, and switches with automatic fail-over.
 - Progress Deployment software support and Progress RDBMS database support.
 - Automatic VSI program updates with deployed webclient upgrades (see VSI Software Upgrade Checklist).
 - Database daily backup and database restore, as requested, and copy live to demo.
 - RecTrac and WebTrac only generated email service. (Not to be used as a general mail server)
 - Regularly scheduled Vulnerability Assessment.
 - Managed hosting services anti-virus protection.
 - All VM services are hosted in a private cloud.
4. **VSI Additional Chargeable Hosting Services:**
 - Periodic database performance audits and tuning.
 - Assisted HTML development of splash pages and implementation.
5. **SSL (Secure Sockets Layer) Certificate:**

VSI will provide the SSL Certificate for the hosting servers. While the flow of data between the hosting servers and the Customer's remote users' is encrypted using the SSL provided, VSI is not responsible for any loss of data beyond our control.
6. **Fire Wall Rules:**

VSI is responsible for configuring and maintaining the firewall rules for the hosting servers and will notify the Customer of any changes that would impact the Customer's access to the application database. The Customer is responsible for configuring and maintaining firewall rules for all Customer locations.
7. **Periodic Hosting Servers Maintenance:**

VSI will provide the Customer with advance notice when the hosting servers will be unavailable due to scheduled maintenance. VSI will coordinate with the Customer to minimize down time for scheduled maintenance.
8. **VSI Hosting Servers Technical Support:**

If the source of a technical problem exists within the systems or technology under VSI management, no charge will apply. For example, a technical issue, such as, your hosting server becomes unreachable due to a network or hardware failure. This example is for reference purposes only and should not be misconstrued as the only issue that might arise over time.
9. **ERI PayTrac License:**

The Customer must license one of the VSI certified ERI credit card interfaces to process office and online payments and to ensure that credit card data is encrypted and secure. If pin debit card payments are to be accepted, then a VSI ERI pin debit card interface will be required for the same processor. If check payments are to be processed electronically, a VSI eCheck interface will also be required.
10. **Hosting Penalties:**

There shall be no downtime penalty for scheduled operating system upgrades, scheduled Progress software updates, application software upgrades, DNS outages, and application database upgrades. Except for these scheduled downtimes, VSI expects over 99% uptime. Therefore, if the software applications are unavailable for customer use for more than 29 hours of a total of 8760 hours in a calendar year due to hosting services, VSI will credit the customer with a prorated amount for any lost time exceeding 29 hours to the nearest 15 minutes.

 VSI Initials _____ Licensee Initials

Composite Exhibit 1

EXHIBIT "E"
FEE SCHEDULE AND TIME LINE

Fee Schedule			
Deliverable	Task Name	Amount	Price
Phase One	Project Initiation - # of weeks 3-5		
	Project Planning		
	Project Kickoff Meeting		
	Interviews and Data Collection to develop system setup		
	Database setup and population of data		
	RecTrac Training		
	Ongoing Project Management		
	<i>Acceptance Phase One Deliverables</i>		

Phase Two	Implementation - # of weeks 2-4	Amount	Price
Phase Two	Hardware as required to support configuration, up to line item total		
	Hardware configuration		
	Implement Modules.		
	User Licenses activated		
	RecTrac Training		
	1/2 RecTrac/ID Systems/WebTrac/PayTrac/VSI-add on costs	\$ 27,278.00	
	<i>Acceptance Phase Two Deliverables</i>		\$ 27,278.00

Phase Three	Software Training and Acceptance - # of weeks 3-5	Amount	Price
Phase Three	RecTrac Training		
	User Licenses activated		
	Validation of implementation, including sign-off for each module purchased:		
	Activity Registration		
	Facility Reservations		
	Pass Management Photo		
	Point-of-Sale/Inventory Control/Tickets		
	Point-of-Sale/Theatre/Venue Ticketing		
	League Scheduling		
	Equipment/Site Rentals		
	Court Reservations		
	Incident Processing and Reporting		
	Systems Administration		
	Validation of Interfaces:		
	Skylogix		
	RecTrac General Ledger		
	Activity Registration Custom Brochure Interface		
	Placeholder for additional 25 licenses (@ \$300 each)		
	1/2 RecTrac/ID Systems/WebTrac/PayTrac/VSI-add on costs	\$ 27,278.00	
	<i>Acceptance Phase Three Deliverables</i>		\$ 27,278.00

 VSI Initials _____ Licensee Initials

Composite Exhibit 1

As Incurred	Miscellaneous	Amount	Price
	Hardware (Not to Exceed)	\$ 15,005.00	
	Training (On-Site/Day Flat Daily Rate of \$1,340 x 26)	\$ 34,840.00	
	Additional Licenses over 39 (25 @ \$300 each)	\$ 7,500.00	
	Progress OpenEdge Software (Move to Phase 1? Check with VSI)	\$ 7,220.00	
	<i>Subtotal As Incurred</i>		\$ 64,565.00

Annual	Annual Support and Services	Amount	Price
Year One	Annual Software Support, Maintenance, Application Upgrades and Hosting Services (Not to Exceed) *Start upon Acceptance Date.	\$ 36,366.00	
Year Two	Annual Software Support, Maintenance, Application Upgrades and Hosting Services (Not to Exceed)	\$ 50,000.00	
Year Three	Annual Software Support, Maintenance, Application Upgrades and Hosting Services (Not to Exceed)	\$ 50,000.00	
Year Four (Optional)	Annual Software Support, Maintenance, Application Upgrades and Hosting Services (Not to Exceed)	\$ 50,000.00	
Year Five (Optional)	Annual Software Support, Maintenance, Application Upgrades and Hosting Services (Not to Exceed)	\$ 50,000.00	
	<i>Subtotal Annual Support and Services</i>		\$ 236,366.00

Total

\$ 355,457.00

 VSI Initials _____ Licensee Initials

Composite Exhibit 1



Hardware (VSI Qualified)
VSI Quote Number: 36824
 Please Review Notes on Last Page
 Software Pricing is Valid For 120 Days
 Hardware Pricing is Subject to Change

Description: Exhibit B - RecTrac & WebTrac Software
 Prepared For: Sarasota County, Sarasota, FL
 Contact Name: Danielle Duchene, Procurement Analyst
 Contact Email: dduchene@scgov.net
 Approved By: Robert Willey (bobw@vermontsystems.com)

Phone Number: (843)315-8244
 Fax Number:
 Quote Date: 08/23/2013

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint/Svc
<u>VSI-Add ons</u>						
1	Each	POS Hardware (H-BCR-ML-04-PS)	\$15,000.00	\$15,000.00	\$5.00	\$0.00
Total VSI-Add ons:				\$15,000.00	\$5.00	\$0.00
Total Software, Hardware and Support Services				\$15,000.00	\$5.00	\$0.00
Grand Total - Hardware:				\$15,005.00		
<small>(plus tax where applicable)</small>						

Following a complete analysis of POS hardware requirements by location by user type, VSI will apply volume pricing to the hardware quote.

 VSI Initials Licensee Initials

Composite Exhibit 1



Proposal Summary Pricing
VSI Quote Number: 36824

Please See Detail Breakdown
on Following Pages

Description: Exhibit B - RecTrac & WebTrac Software
Prepared For: Sarasota County, Sarasota, FL
Contact Name: Danielle Duchane, Procurement Analyst
Contact Email: dduchane@scgov.net
Approved By: Robert Wiley (robw@vermontsystems.com)

Phone Number: (941)318-8244
Fax Number:
Quote Date: 08/23/2013

- 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 PCS Inventory module.
- 3 In order to use the graphical touch screen option (Graphical Site Rentals) in other modules, you must also license the PCS Inventory module.
- 4 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).
- 5 VSI uses AQL Progress V10 OpenEdge software to develop and deploy its' Release 10 software applications. The Progress software includes Client Networking, WebClient, SQL Client Access, ODBC/JOBC Drivers, & AppServer Internet Adapter. VSI also embeds the required Progress OpenEdge Workgroup RDBMS (Relational Database Management Software) with its' applications.
- 6 Skylogix will discuss your hardware and installation needs with you, and then provide you or VSI with a price quote for hardware, central service, and installation services. Point of Contact is Gregg Watkins gwatkins@aol.com (800) 680-1913.
- 7 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.
- 8 The Hosting Services Fee does NOT include the software annual maintenance fees.

Prior to selecting the hosting option, we require customer to test verify connectivity from all locations. Please contact VSI Sales for additional information and scheduling, 677-883-8757 - option #3 or email sales@vermontsystems.com.
- 9 WebTrac enables your customers to process RecTrac transactions real-time using a browser via the Internet.

The WebTrac module does NOT include any hosting services. If your IT department or your off-premise web host does not allow any updates to its web server, then VSI can offer this web hosting service. This additional service has a monthly fee that can be provided should you need this capability. VSI can discuss with your IT department or your off-premise web hosting company the requirements of adding the WebTrac module to your setup and can determine from this discussion whether the VSI web hosting fee needs to be quoted. VSI bills any hosting service on an annual basis. After the first year, this amount is added to your annual maintenance figure.
- 10 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.
- 11 Mobile WebTrac provides patron access to select functions on a smart phone mobile browser. Since Mobile RecTrac is browser based, it is device/OS independent. Since Mobile RecTrac is browser based, it is device/OS independent. Functions such as booking a tee time, enrolling in a class, viewing a calendar of events, making a payment, and displaying their pass barcode are a few of the operations that patrons will be able to access on their phone. All patron related functions that are developed for Mobile WebTrac will be available under this one license fee. In other words, Mobile WebTrac encompasses all of the functions that have been developed across all WebTrac modules.

 VSI Initials _____ Licensee Initials

Composite Exhibit 1



Recreation & Parks Software

Proposal Summary Pricing VSI Quote Number: 36824

Please See Detail Breakdown
on Following Pages

Description: Exhibit B - RecTrac & WebTrac Software
Prepared For: Sarasota County, Sarasota, FL
Contact Name: Danielle Duchane, Procurement Analyst
Contact Email: dduchane@sar.gov.net
Approved By: Robert Willey (bobw@vermontsystems.com)

Phone Number: (541)315-8244
Fax Number:
Quote Date: 08/23/2013

- 12 Mobile RecTrac provides access to select staff functions on a smart phone mobile browser. Functions such as Visit Check-in, League Scores Postings, Roster Print, Tee Sheets, and Household Inquiries are a few of the operations that staff will be able to access on their phone. All staff related functions that are developed for Mobile RecTrac will be available under this one license fee. In other words, Mobile RecTrac encompasses all functions that have been developed across all RecTrac modules.

Mobile Hardware Options:

1. Linea-Pro4 for IPOD & IPHONE with 1D bar code scanner - customers can purchase these products directly from Infinite Peripherals, 3184 N Arlington Heights Rd, Arlington Heights, IL 60004, phone 800-278-7880. Customer must provide either an iPod 4G or iPhone 4G to work with the Linea-Pro4 reader. Customer must also purchase the iCody barcode reader app from the iTunes Store. The most recent price for this app is \$7.99 per device.
 2. Honeywell Dolphin 7600 Mobile Computer - customers can purchase this unit from VSI or from another source. This is a "hardened" device designed to be used in the field under adverse conditions. It runs the Android OS and has an integrated 1D barcode reader.
 3. Motorola CS3050-SR1000TWW with 1D Bluetooth bar code scanner - customers can purchase this unit from VSI or from another source. This unit can be linked to most smart phone devices that support Bluetooth connections.
- 13 The 25 Agents are required for processing Web transactions. Each Agent can service multiple requests to process hundreds of simultaneous transactions.
- 14 VSI uses the Progress Application Development & Deployment software to develop and deploy our Web applications that provide real-time Web transaction processing in RecTrac and GolfTrac.
- 15 The WebTrac base pricing includes the customizable Standard Brochure Interface. If you desire a custom brochure layout beyond the standard options, a fee of 1000.00 will be charged for the custom programming.
- 16 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 you will be asked to verify that the results match your specs. If you asked 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.
- 17 The Standard Splash Page Option gives you the choice of one of 10 Standard Splash page options. Our 10 standards are available on our website to "try out", helping you to decide which option is best for your organization.
- The \$500 fee includes our support personnel assisting in the implementation of the template on your site. This typically takes 2-4 hours. Any time over 4 hours due to changes the customer asks for, will be charged at \$100/hr. If you want design changes to any of the standard templates that require the VSI Development team, we will provide you a quote for Custom Programming @ \$130/hour.
- 18 The WebTrac base pricing includes one of 3 standard brochure options. If you desire something other than one of the 3 standard options, a fee of 1000.00 will be charged for the custom programming.
- 19 Depending on the Gateway you select, there could be setup fees charged by the Gateway up to \$150 per merchant account. There also could be transaction fees up to .075 cents per transaction.

 VSI initials _____ Licensee initials

Composite Exhibit 1



VERMO19 OP ID: BR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2014

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).

PRODUCER Kinney Pike - Williston 82 Knight Lane Williston, VT 05495 John McAuliffe	Phone: 802-878-1600 Fax: 802-879-4022	CONTACT NAME: PHONE: (AC, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A - Hanover Insurance Company INSURER B - Underwriters at Lloyds INSURER C INSURER D INSURER E INSURER F
INSURED Vermont Systems, Inc. 12 Marketplace Essex Jct, VT 05452	NAC #	

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC	X	ODV9813141 01	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 AEO EXP - Any one person \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ODV9813141 01	01/01/2014	01/01/2015	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"/> EXCESS LIAB <input checked="" type="checkbox"/> REIMBURSE <input type="checkbox"/> CLAIMS MADE 10,000	X	ODV9813141 00	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) \$ per Description of Operations below Y/N <input checked="" type="checkbox"/>		WHV9813126 01	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> NYC STATUS (JOY LIMITS) <input type="checkbox"/> TOTL ENT 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		USUCS280835413	12/31/2013	12/31/2014	Aggregate 2,000,000 Each Occ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Jacksonville, it's members, officers, officials, employees and agents are named as additional insured on General Liability. Professional Liability policy includes Technology, Privacy & Cyber Liability coverage.
 45 days notice of cancellation for all reasons other than non-payment, nonpayment is 15 Days. See Notes for Further Comments

APPROVED
 Insurance & Risk Management

CERTIFICATE HOLDER City of Jacksonville Parks & Recreation 214 N. Hogan St., Suite 310 Jacksonville, FL 32202	CANCELLATION 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
--	--

Composite Exhibit 1

NOTEPAD

INSURED'S NAME Vermont Systems, Inc.

VERMO19
OP ID: BR

PAGE 2
DATE 08/29/14

Excluded Officers:
Giles N. Willey
John Willey
Kathryn W. Mitchell
Laura W. Valley
Robert T. Willey

Composite Exhibit 1



RESPONSIVENESS/RESPOSIBILITY MATRIX
 SOLICITATION # 132313DD SOLICITATION TITLE: Recreational Software

OFFEROR	REQUIRED DOCUMENTS										TOTAL BASE BID	NOTES / COMMENTS
	RFP-INFO Form	Vendor Registration Confirmed on RFP	RFP-QUAL Forms (8 max)	Certificate of Validation - PCI Compliance	Customer List	System Functionality Questionnaire	Immigration Status Affidavit	No Lobby Affidavit	Drug-Free Workplace Program Certification	Local Business Affidavit Confirmed		
Active Network	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	\$530,237.10	Active Network stated the total 5 year investment included all pricing from the Price proposal form and point allocation guidelines.
e-Trak-plus	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	\$115,000.00	
R.C. System, Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	\$87,675.00	
US eDirect Inc	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	\$172,900.00	
Vermont Systems, Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	\$226,334.00	

Composite Exhibit 1



**SARASOTA COUNTY GOVERNMENT
PROCUREMENT
NOTICE OF ACTION**

REQUEST FOR PROPOSALS ("RFP") #132313DD

RFP TITLE: Recreational Software

SUBMITTAL DEADLINE: 04/10/2013

SUBJECT: NOTICE OF RECOMMENDED AWARD

Based on the Sarasota County Evaluation Committee's review of proposals and oral presentations conducted on - May 23, 2013 with Active Network and May 30, 2013 with Vermont Systems Inc, Sarasota County has ranked proposers responding to the above referenced RFP as follows:

1. Vermont Systems Inc.,
2. Active Network

It is Sarasota County's intent to initiate contract negotiations with the first ranked firm. Upon completion of negotiations a contract will be submitted to the Sarasota County Commission for approval.

By: 
Procurement Official


Procurement Analyst

Date: 6/26/2013


Project Manager

Composite Exhibit 1

REQUEST FOR PROPOSALS
FINAL RANKING
RFP #132313DD
June 18, 2013

PROPOSERS (Listed alphabetically)	Jim Wornley	Jon McKenzie	Ann Marie Perrico	Kathryn Hilton	Clarissa Petts	Shella Roberson	TOTAL	RANKING
The Active Network Inc	2	2	2	2	2	2	2.4	2
Vermont System, Inc	3	1	1	1	1	1	1.7	3

Chair's Approval


Name


Signature

Composite Exhibit 1

POST ORAL INTERVIEW INDIVIDUAL RANKING SHEET

PROPOSERS (Listed alphabetically)	RANKING
The Active Network Inc	2
Vermonx System, Inc	1

Evaluator's Approval:

Jim Wormley

Printed Name

[Signature]

Signature

6/18/13

Date

Composite Exhibit 1



POST ORAL INTERVIEW INDIVIDUAL RANKING SHEET

PROPOSERS (Listed alphabetically)	RANKING
The Active Network Inc	2
Vermont System, Inc	1

Evaluator's Approval:

Jon McKenzie
Printed Name

[Signature]
Signature

June 18, 2013
Date

Composite Exhibit 1

POST ORAL INTERVIEW INDIVIDUAL RANKING SHEET

PROPOSERS (listed alphabetically)	RANKING
The Active Network Inc	2
Vermont System, Inc	1

Evaluator's Approval:

AnnMarie Persico
Printed Name

[Signature]
Signature

06.18.2013
Date

Composite Exhibit 1

POST ORAL INTERVIEW INDIVIDUAL RANKING SHEET

PROPOSERS (Listed alphabetically)	RANKING
The Active Network's Inc	2
Vermont System, Inc	1

Evaluator's Approval:

Kathryn Hilton

Printed Name

Kathryn Hilton

Signature

Date

Composite Exhibit 1



POST ORAL INTERVIEW INDIVIDUAL RANKING SHEET

PROPOSERS (listed alphabetically)	RANKING
The Active Network Inc	2
Vermont System, Inc	1

Evaluator's Approval:

Shelia Roberson
Printed Name

[Signature] 6/10/13
Signature Date

Composite Exhibit 1

POST ORAL INTERVIEW INDIVIDUAL RANKING SHEET

PROPOSERS (Listed alphabetically)	RANKING
The Active Network Inc	2
Vermont System, Inc	1

Evaluator's Approval:

Kanessa Potts
Printed Name

[Signature]
Signature

6/18/13
Date

Composite Exhibit 1

REQUEST FOR PROFESSIONAL SERVICES EVALUATION SUMMARY - SHORTLIST

13E31300

Recreational Software

5/6/13

PROPOSER (Name and Address)	RFP Reference Number	Crew Points	Crew Points	Crew Points	Crew Points	Crew Points	Crew Points	Crew Points	Crew Points	Crew Points	Crew Points	CALCULATED RANKING			RANK OF CALCULATED RANKING BY PROPOSER'S COMMITTEE POINTS	PROPOSER SECURITY RATING (Maximum 3)
												LOCAL EXPERIENCE AND PERSONNEL	LOCAL STAFFING	NEW POINTS ADDED BY PROPOSER'S COMMITTEE		
Active Network	16	35	18	30	16	35	15	71	14.8	0	0	0	0	0	15	1
eTrak-Plus (no CD)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ReCPTO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
US eDirect Inc	22	30	14	14	7	6	15	87	11.4	0	0	0	0	11	2	
Vermont Systems Inc	26	14	18	11	15	13	18	74	14.8	0	0	0	0	15	1	

[Handwritten Signature]
5/6/13
Date

Composite Exhibit 1



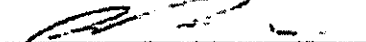
RFP 13231300
Recreational Software
INDIVIDUAL SCORE SHEET



PROPOSERS (Listed alphabetically)	DEMONSTRATED EXPERIENCE (MAX 4)	SYSTEM FUNCTIONALITY (MAX 5)	COMPENSATION (MAX 5)	PROBEACT APPROACH (MAX 3)	TOTAL EVALUATOR POINTS
Active Network	4	5	3	2	14
eTrak-Plus	~~~~~				
RACPro	~~~~~				
US eDirect Inc	2	4	5	1	12
Vermont Systems Inc	3	6	4	3	16

Evaluator's Approval

Andy Andreoulakis
Printed Name


Signature

05-06-13
Date

Composite Exhibit 1



RFP 13231300
Recreational Software
INDIVIDUAL SCORE SHEET



PROPOSERS <small>(Listed alphabetically)</small>	DEMONSTRATED EXPERIENCE <small>(MAX 4)</small>	SYSTEM FUNCTIONALITY <small>(MAX 6)</small>	COMPENSATION <small>(MAX 5)</small>	PROJECT APPROACH <small>(MAX 3)</small>	TOTAL EVALUATION POINTS
Active Network	4	5	3	3	15
eTrack-Plus					
RAC Pro					
US eDirect Inc	3	4	5	3	15
Vermont Systems Inc	4	6	5	3	18

Evaluator's Approval:

Jon McKenzie

Printed Name

[Signature]

Signature

5/6/2013

Date

Composite Exhibit 1

RF# 132313DD
Recreational Software
INDIVIDUAL SCORE SHEET

PROPOSERS (Listed alphabetically)	DEMONSTRATED EXPERIENCE (MAX 4)	SYSTEM FUNCTIONALITY (MAX 6)	COMPENSATION (MAX 5)	PROJECT APPROACH (MAX 3)	TOTAL EVALUATOR POINTS
Active Network	4	6	5	3	18
eTrak-Plus					
ReCPro					
US Direct Inc	2	4	5	3	14
Vermont Systems Inc	4	6	5	3	18

Evaluator's Approval:

Sheila M. Roberson

Printed Name

[Signature]

Signature

5-6-13

Date

Composite Exhibit 1



RFP 13231300
Recreational Software
INDIVIDUAL SCORE SHEET



PROPOSERS (Order alphabetically)	DEMONSTRATED EXPERIENCE (MAX 4)	SYSTEM FUNCTIONALITY (MAX 5)	COMPENSATION (MAX 5)	PROJECT APPROACH (MAX 3)	TOTAL EVALUATOR POINTS
Active Network	4	3	2	1	10
eTask Blue					
ReCPro					
US eDirect Inc	3	5	3	3	14
Vermont Systems Inc	4	4	1	2	11

Evaluator's Approval:

Ann Marie Persico
Printed Name


Signature

05.06.2013

Date

Composite Exhibit 1

RFP 1321100
Recreational Software
INDIVIDUAL SCORE SHEET

PROPOSERS (Listed alphabetically)	DEMONSTRATED EXPERIENCE (MAX 4)	SYSTEM FUNCTIONALITY (MAX 6)	COMPENSATION (MAX 5)	PROJECT APPROACH (MAX 3)	TOTAL EVALUATOR POINTS
Active Network	4	5	24	3	16
eTrak-Plus					
ReCPro					
US eDirect Inc	1	2	2	2	7
Vermont Systems Inc	4	5	24	2	15

Evaluator's Approval:

James Winkley
Printed Name

[Signature]
Signature

5/2/13
Date

Composite Exhibit 1

RF# 13281300
Recreational Software
INDIVIDUAL SCORE SHEET

PROPOSERS <small>(Listed alphabetically)</small>	DEMONSTRATED EXPERIENCE <small>(MAX 4)</small>	SYSTEM FUNCTIONALITY <small>(MAX 4)</small>	COMPENSATION <small>(MAX 3)</small>	PROJECT APPROACH <small>(MAX 3)</small>	TOTAL EVALUATOR POINTS
Active Network	4	5	4	3	16
eTrak-Plus					
ReCPro					
US eDirect Inc	3	2	2	1	8
Vermont Systems Inc	4	4	3	2	13

Evaluator's Approval:

Kathy Hilton
Printed Name
Kathy Hilton
Signature

5-6-13
Date

Composite Exhibit 1

RFP 13231300
Recreational Software
INDIVIDUAL SCORE SHEET

PROPOSERS (Listed alphabetically)	DEMONSTRATED EXPERIENCE (MAX 4)	SYSTEM FUNCTIONALITY (MAX 6)	COMPENSATION (MAX 5)	PROJECT APPROACH (MAX 3)	TOTAL EVALUATOR POINTS
Active Network	4	5	3	3	15
eTrak-Plus					
ReCPro					
US eDirect Inc	2	3	4	2	11
Vermont Systems Inc	4	4	4	2	14

Evaluator's Approval:

Chasen Potts
Printed Name

[Signature]
Signature

5/16/13
Date

Composite Exhibit 1

QWS3270X 9/2/2014 11:02 AM
 FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 09/02/2014
 LINK TO: ACCOUNT SUMMARY INQUIRY 11:02 AM

FISCAL MO/YEAR : 12 2014 CURRENCY CODE :
 INDEX CODE : OPCP327ITD ITD CAPITAL PROJECTS
 SUBOBJECT : 069427 BF-COMPUTER EQUIPMENT
 PROJECT : IT0921 RESOURCE MANAGEMENT SYSTEM
 PROJECT DETAIL : 04 RESOURCE MGMT PHASE 1 PARK MANAGEMENT
 GRANT :
 GRANT DETAIL :
 USER CODE :

S	SEPT 2014	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	250,000.00	250,000.00
EXPENDITURES	.00	.00	.00
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	250,000.00	250,000.00

F1-HELP F2-SELECT F9-LINK F4-PRIOR F5-NEXT
 F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND

Composite Exhibit 1

QWS3270X 9/2/2014 11:02 AM

FAML6350 V5.1

**

NW COJ FAMIS PRODUCTION

**

09/02/2014

LINK TO:

ACCOUNT SUMMARY INQUIRY

11:01 AM

FISCAL MO/YEAR : 12 2014 CURRENCY CODE :
 INDEX CODE : OPCP327ITD ITD CAPITAL PROJECTS
 SUBOBJECT : 38485 BANKING FUND LOAN PROCEEDS
 PROJECT : IT0921 RESOURCE MANAGEMENT SYSTEM
 PROJECT DETAIL : 04 RESOURCE MGMT PHASE 1 PARK MANAGEMENT
 GRANT :
 GRANT DETAIL :
 USER CODE :

S	SEPT 2014	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	250,000.00	250,000.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	-250,000.00	-250,000.00
BUDGET	.00	.00	.00
EXPENDITURES	.00	.00	.00
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	.00	.00
F1-HELP	F2-SELECT	F4-PRIOR	F5-NEXT
	F9-LINK	F10-PRIOR-MO	F11-NEXT-MO
G014 - RECORD FOUND			



CERTIFICATE OF LIABILITY INSURANCE

VERMO19 OP ID: LS

DATE (MM/DD/YYYY)
12/22/2014

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).

PRODUCER Kinney Pike - Williston 62 Knight Lane Williston, VT 05495 John McAuliffe	CONTACT NAME: John McAuliffe	PHONE (A/C, No, Ext): 802-878-1600	FAX (A/C, No): 802-879-4022	
	E-MAIL ADDRESS:			
INSURED Vermont Systems, Inc. 12 Market Place Essex Jct, VT 05452	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: Hanover Insurance Company			
	INSURER B: Underwriters at Lloyds			
	INSURER C:			
	INSURER D:			
	INSURER E:			
INSURER F:				

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	OBV9813141 02	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		OBV9813141 02	01/01/2015	01/01/2016	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		OBV9813141 02	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WDV9813126 02	01/01/2015	01/01/2016	<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		USUCS260635414	12/31/2014	12/31/2015	Aggregate 2,000,000 Each Occ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Jacksonville, it's members, officers, officials, employees and agents are named as additional insured on General Liability. Professional Liability policy includes Technology, Privacy & Cyber Liability coverage.
 30 days notice of cancellation for all reasons other than non-payment, non-payment is 15 Days.

CERTIFICATE HOLDER**CANCELLATION**

City of Jacksonville Parks & Recreation 214 N. Hogan St., Suite 310 Jacksonville, FL 32202	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 John McAuliffe
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VERMO19 OP ID: LS

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	PHONE (A/C, No, Ext): 802-878-1600	E-MAIL ADDRESS:	
INSURED Vermont Systems, Inc. 12 Market Place Essex Jct, VT 05452	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hanover Insurance Company		
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	INSURER C:		
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	INSURER E:		
INSURER F:			

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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 \$ 10000		OBV9813141 02	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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CANCELLATION

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SUBJECT: Piggyback Sarasota County Bid #132313DD for Recreational Software License, Maintenance and Support
BID NO.: PSC-0625-14 **OPEN DATE:** 11/05/2013

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: Piggyback Contract – Initial term of three (3) years beginning November 5, 2013 through November 4, 2016

FOR: Parks, Recreation and Community Services

BASIS OF AWARD: Piggyback

NUMBER OF BIDS INVITED: NA **NUMBER OF BIDS RECEIVED:** NA **OTHER:** NA

SUMMARY OF BIDS AND RECOMMENDED ACTIONS: Recommend approval to piggyback the Sarasota County Bid #132313DD for Recreational Software License, Maintenance and Support contract awarded to Vermont Systems, Inc. in accordance with Exhibit A, for the service period from date of this award through November 4, 2016.

Recommend approval to award Vermont Systems, Inc. in the not to exceed amount of \$250,000.00 for Recreational Software License, Maintenance and Support to be executed by formal contract thru the Office of General Counsel and encumbered by master blanket purchase order issued through purchase order releases.

Account Code: OPCP327ITD 069427 IT0921 04
OPCP327ITD 38485 IT0921 04

Attachments: Recommendation Memo, Vermont Systems, Inc. Agreement, Vermont System, Inc. Pricing, Risk Management Insurance Approval, Sarasota County Bid #132313DD rankings and award, Account Summary Inquiries.

W
Purchasing Analyst *Amy Cole*
MP Amy Cole

Respectfully Submitted *Gregory Pease*
Gregory Pease, Chief
Procurement Division

CONCURRENCE BY: Daryl Joseph, Interim Director Parks, Recreation, and Community Services

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE 09/04/14

Amy Cole _____ OTHER _____
[Signature] _____
[Signature] _____

ACTION OF AWARDING AUTHORITY DATE: 9/16/14

APPROVED: *[checkmark]* DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION: *Karen Bowling*
Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04