STANDARD SALES AGREEMENT 2-15-2017

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

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

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

Dear,

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

Enclosed please find two original sets of the VSI Software License, Maintenance and Support Agreement and Exhibits.
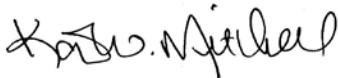
If this Agreement meets with your approval, please complete the following:
1. Page 1 of the Agreement. Enter the executed date.
2. Page 1 of the Agreement, Article 2.3. Please check your preference for your annual maintenance cycle. If your fiscal year does not fall on any of the dates listed, please choose the one that best fits your cycle.
3. Sign the signature page
4. Initial each page as noted
5. Fill out the Tax Exempt Form and indicate your sales tax status
6. Return one set to VSI.

As soon as we receive your signed Agreement, Laurie Valley, our Customer Support/Training Manager will assign a Support Manager and Trainer to your account. Laurie's contact information is lauriev@vermontsystems.com or 800-883-8757, ext 3006. Next, a Sales Manager and the assigned Support Manager and Trainer will contact you to schedule an installation planning conference call. As part of the follow up, your primary Trainer will contact you to review the software Planning Guide in preparation for the training.

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

Sincerely,

Kate W. Mitchell
Vice President/ Business Manager

<div align="center">

Vermont Systems, Inc.

Resale & Exempt Organization
Certificate of Exemption

</div>

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

Description of Purchased Articles: Software

Please Check Applicable Lines:
___Purchase by Retailer, Wholesaler for Resale
___Purchase by 501C which is Religious, Educational or Scientific
_X Direct Purchase by Governmental Unit
___Purchase by Volunteer Fire Dept, Ambulance Co., Rescue Squad

Are you exempt from paying sales tax? _X_ Yes or ___No

Name/Address of Purchaser:

Customer Name:Milwaukee County Department of Parks, Recreation and Culture
Address:9480 Watertown Plank Road
City, State, ZipWauwatosa, WI 53226

Federal ID Number   39-6005720

Purchaser's Primary Business: Government Services (incl. parks and recreation)

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

Signature: _____ **Date:** _____

Title: Parks Director

Name: John Dargle, Jr.

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

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT ("Agreement" or "Contract"), is made and entered into on _____ (the "Effective Date"), by and between Vermont Systems, Inc., a Vermont corporation (hereinafter "VSI" or the "Contractor" or "Vendor"), and the Milwaukee County Department of Parks, Recreation and Culture (hereinafter "Customer" or "Client"), 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 – Scope of Services

1.   ARTICLE 1 – Scope of Services

1.1   In September 2016, the Customer issued Request for Proposals # 98160024 to provide the Customer with a point of sale management system and related services (the "RFP"), and VSI submitted a written proposal response to the RFP dated October 14, 2016, as further modified by Best and Final Offer documents dated March 7-9, 2017 (collectively, the "RFP Response"). The RFP and the RFP Response are incorporated herein by reference.

1.2   VSI agrees to provide the products and services described in the Statement of Work attached as Exhibit D in full compliance with this Agreement and all specifications, terms, and conditions set forth in the RFP (including the contract terms and conditions mentioned therein) and the RFP Response (excluding the standard agreement terms and conditions mentioned therein). Payment for the products and services shall be as provided in this Agreement and set forth in Exhibit B. VSI, without prior mutual and written agreement, shall not charge the Client for any other product or service costs.

1.3   VSI agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance of the services required under this Agreement. VSI agrees that, at all times, the employees of VSI furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.

ARTICLE 2 – Software License

2.1   VSI hereby grants the Customer and the Customer thereby accepts a perpetual, non-transferable, and non-exclusive right to use the Licensed Software and Related Materials, as described in the attached Exhibit B price quote. The Licensed Software includes Related Materials, such as online User Reference Manuals, Sample Reports, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Training Database with Tutorials.

2.2   VSI uses the Progress OpenEdge V11 Development software to develop its' applications and deploys using the OpenEdge Workgroup or Enterprise RDBMS (embedded database) with RDBMS support for 4GL, SQL, ODBC, JDBC, and Enterprise Cluster Manager Integration, and OpenEdge Application Server, Basic and Enterprise Editions with Replication. Therefore, Progress software with RDBMS is required to operate the application software by platform type, and pricing is included in the attached Exhibit B. The client uses a standard HTML and Java Script browser interface.

2.3   At any time, the Customer can add software and user licenses under the terms of this Agreement by paying the additional license and maintenance fees. The total number of authorized user workstations currently permitted to use the Licensed Software is limited to the number listed in Exhibit B pricing.

2.4   Functionality Replacement. The County maintains the rights to the functionality that was originally licensed in the VSI Software. For a period of ten (10) years from the installation date, if a new release of Vermont Software removes functionality that was originally licensed to the County, Vendor will provide alternative means for performing the same function, at no additional cost to County beyond payment of the annual maintenance and support fees.

2.5   Successor Software. As long as the Client maintains a continuous maintenance agreement with VSI for the Licensed Software as described in the Exhibit B and (i) in the event such software product is no longer supported by VSI, (ii) VSI will make available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar features, and functionality to the previously licensed software product within fifteen (15) years from the Effective Date, then the Client, at its sole discretion, may transfer the VSI Software product to the Successor Products, for no additional license fees. In the event the Client elects to transfer the VSI software to the Successor Products, VSI shall uninstall the software no longer supported by VSI and Customer shall pay the maintenance fees for the Successor Products at the same rate as set out for support and maintenance services in Exhibit B. There shall be no additional software license fees for the purchase of the software licenses to the Successor Products and Customer shall acquire same rights to the license of such Successor Products as mentioned for software products presently licensed under this Agreement.

ARTICLE 3 – Annual Software Maintenance and Support Services

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

3.2   The Annual Software Maintenance support shall include distribution of product update releases that include software repairs and enhancements subsequent to the initial purchase. Biennial software updates with database conversions will also be provided in accordance with VSI standard Sales and Support Policies, as described in Exhibit A, while periodic program only updates are available at any time on the VSI web site. If VSI is providing full hosting services VSI will provide software installation and upgrade services without any additional charge and coordinate with Customer.

3.3   The Software Maintenance and Support fee will be billed annually, and it becomes effective on the first day of your January 1st fiscal year for one year.   New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year. Such invoice will be due sixty (60) days after Customer's receipt of proper invoice.

3.4   The parties agree that subject to other terms of this Agreement, the required Software Maintenance and Support will have a term of ten (10) years from the date of installation; provided, however, that Customer may terminate the Software Maintenance and Support Agreement at any time and for any reason, upon one hundred twenty (120) days' prior notice to VSI, after the initial year of the Software Maintenance and Support services start date. VSI reserves the right to increase the annual maintenance and support fees up to 3% annually with prior written notice to the Customer, although VSI has rarely increased these fees in the past.

3.5   The Customer is licensed to use the VSI software (including Successor Products software under terms of section 2.6 above) indefinitely, even if it terminates related annual maintenance support. The Customer is the sole owner of its' data, whether Customer hosted or VSI hosted. If VSI hosted and the Customer terminates use of the VSI software, VSI agrees provide a copy of the database to the Customer in readable format and destroy all such Customer data in its possession upon Customer's request. VSI shall provide a written confirmation to Customer once such data has been destroyed.

ARTICLE 4 – Software Training and Installation Services

4.1   VSI shall provide training to the Client and its designated personnel as set forth in Exhibit D ("Initial Training"). Payment for the Initial Training shall not exceed the costs set forth in Exhibit B. VSI shall provide the Initial Training sessions onsite at Customer location on dates that are mutually agreed upon by VSI and the Client, provided that the Initial Training relating to each Licensed Software module shall be completed prior to the date that the module is fully installed and implemented by the Client as described in Exhibit D unless the parties otherwise agree.

4.2   VSI shall provide training in addition to the Initial Training ("Additional Training") at the Client's request in accordance with the VSI standard Sales and Support Policies attached as Exhibit A. Additional Training is offered remotely from VSI office located at 12 Market Place, Essex Junction, Vermont. The Additional Training fee per day rate is also described in Exhibit B.

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

4.4   Installation Services, such as hardware and network operating system installation and setup services are listed in Exhibit B pricing, as well.

4.5   The Customer is responsible for reimbursing VSI for all reasonable expenses, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the Customer. While the estimated out-of-pocket expenses are listed in Exhibit B, only the actual expenses will be billed to the Customer, unless the Customer requires a fixed price in advance. . The out-of-pocket expenses will not exceed the amounts listed on Exhibit B.

4.7   Unless set out in Exhibits B and D, VSI will honor all requests for additional training and other services quotes for up to 120 days from the day quoted, but reserves the right to modify these rates thereafter if the training dates and service delivery dates are not agreed in writing with the Customer.

4.8   VSI agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. VSI agrees that, at all times, the employees of VSI furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.

4.9   VSI, through the exercise of its professional judgment and expertise, warrants that the services included in the Agreement are reasonably sufficient to deliver the scope of work as mutually agreed and indicated in this Agreement. In the event that the professional services are not reasonably sufficient to deliver the scope of work at no fault of the Client, VSI will complete the scope of work at no additional cost to the Client.

ARTICLE 5 – VSI Hosting Services

5.1   Full Hosting Services - the Customer has selected full VSI hosting services for a minimum of one year, whereby the VSI application software and Progress software are installed on VSI servers at either VSI's Eastern or Western data center, the annual fee for this option is included in Exhibit B. Full Hosting Services includes web server hosting. Since VSI will be providing full hosting services for the Customer, Exhibit E hosting services specifications apply to this Agreement. VSI reserves the right to increase the annual hosting fees up to 3% annually with prior written notice to the Customer.

5.2   The Full Hosting Services guaranteed rate for one year set out in Exhibit B is for the *Silver* level services and features, as described in Exhibit F.

5.3   The parties agree that Customer will be able to upgrade to Gold or Platinum levels of hosting services at any time during the term of this Agreement. The fees for such upgraded level of services shall be as mutually agreed by the parties.

ARTICLE 6 – Charges and Payment

6.1   County shall provide compensation to VSI on a fixed-fee basis, plus applicable travel expenses, as outlined in the Statement of Work (Exhibit D). The total compensation to VSI for purchase of software, hardware, and services under this Agreement for the 2017-2018 fiscal year shall not exceed $135,000. The Parties acknowledge that charges incurred in future years shall require an executed amendment to this Agreement.

6.2   VSI Full Hosted Software: VSI is installing the software on VSI servers at either its' Eastern or Western data center, the Licensed Software charges will be billed to the Customer when the software applications become available for Customer use, and will be due within 60 days after the Client's receipt of the accurate invoice.

6.2   VSI Full Hosting Services: the first prorated amount of annual full hosting services payment will be invoiced from the first day of the month following availability for Customer use through the end of the current fiscal year.

6.3   The Customer is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by VSI should be without such taxes. However, VSI shall be responsible for all federal, state and local permits, licenses, and fees, together with all governmental filing related thereto, which arise out of the performance of VSI hereunder, or which arise as a result of compensation paid hereunder. The Customer must provide a tax exemption certificate.

6.4   Subject to terms of Article 4 above, VSI will invoice the Customer for training and installation services, along with travel and other expenses,   immediately following the completion of each occurrence of training or other services and payment will be due within 60 days after the Client's receipt of the invoice.

6.5   Except as set forth in this Agreement, and/or as specifically stated in any SOW, or as otherwise agreed pursuant this Agreement, there are no other fees or costs or expenses to be paid by Customer under this Agreement.

6.6   VSI may annually increase its rates for training, development, testing, documentation, or any related service by the published Consumer Price Index (CPI) Rate for All Urban Consumers for the prior calendar year.

The making of any payment or payments by Customer, or the receipt thereof by VSI, shall in no way affect the responsibility of VSI to furnish the software and related services in accordance with this Agreement, and shall not imply acceptance by Customer of the software or services or the waiver of any warranties or requirements of this Agreement.

6.7   All invoices shall be sent to the following address:

> Milwaukee County Department of Parks, Recreation and Culture
> Attention: Joe Mrozinski
> 9480 Watertown Plank Road
> Wauwatosa, WI 53226

6.8   All invoices submitted by VSI shall set forth the following information: (i) the Effective Date of this Agreement and the number of the SOW being billed; (ii) Customer's purchase order number, if applicable, and (iii) the amount being billed.

ARTICLE 7 – Security of Programs

7.1   The Customer shall be solely responsible for the supervision and control of the licensed Customer hosted software to ensure that it is stored in a secure location for Customer use only and that no unauthorized and unlicensed third party gains access to it. VSI is responsible for the security of all VSI hosted software and customer data in its possession.

7.2   Under no circumstances shall the Customer be authorized to perform Reverse Engineering of the software object code, in order to illegally generate source code.

ARTICLE 8 – Warranties

8.1   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.

8.2   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.

8.3   VSI warrants to the Customer that it is solvent, not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings, which would have an adverse effect on its ability to perform its obligations under this Agreement.

8.4   VSI warrants that there has been no violation of copyrights or patent rights in connection with the Licensed Software in this Agreement. VSI shall indemnify and save harmless the Customer from any suit or proceeding brought against the Customer by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the Customer shall be entitled to be independently represented by counsel of its own choice.

8.5   VSI warrants that no payment card data is or will be captured, stored, or transmitted within the VSI application and/ or hosted environment and that no unencrypted card data will be transmitted from the VSI application and/ or hosted environment. Further, that the only card information stored in its database is or will be the mask information returned from the processor and the card expiration date. VSI shall indemnify and save harmless the Customer from any suit or proceeding brought against the Customer by reason of any PCI DSS non-compliance by its capture, storing or transmittal of such card data.

8.6   VSI warrants that the data centers used for providing services to Customer under this Agreement are and will continue to be HIP AA, PCI-DSS, and SSAE-16 SOC 2 compliant and meet all other standards set out in Exhibit E.

ARTICLE 9 – Limitation of Liability

9.1   In no event shall either Party's liability to the other Party for damages exceed an amount equal to three (3) times the amounts paid by Customer to VSI under this Agreement, excluding any amounts paid by Customer to VSI for hosting services.

9.2   Liability Insurance. Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this Contract.

It is understood and agreed that Contractor shall obtain information on the professional liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review of Customer.

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
Employer's Liability	$100,000/$500,000/$100,000
Commercial Or Comprehensive General Liability	
General Aggregate	$1,000,000 Per Occurrence
Bodily Injury & Property Damage	$1,000,000 Aggregate
Personal Injury	$1,000,000 Per Person
Contractual Liability	$1,000,000 Per Occurrence
Fire Legal Liability	$50,000 Per Occurrence
Professional Liability	
Errors & Omissions	$2,000,000 Per Occurrence

Automobile Liability
Bodily Injury & Property Damage $1,000,000 Per Accident
All Autos-Owned, non-owned
Uninsured Motorists   Per Wisconsin Requirements

Cyber Liability $2,000,000 Per Occurrence

Except for Worker's Compensation and Employers Liability, Milwaukee County Parks shall be named as and Additional Insured as its interests may appear as respects the services provided in this agreement. A waiver of subrogation shall be afforded to Milwaukee County Parks on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County Parks.

The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee Parks' Risk Manager as a condition of this agreement.

A certificate of insurance shall be submitted for review to Milwaukee County Parks for each successive period of coverage for the duration of this agreement.

9.3   VSI recognizes that the Client must be protected from possible failure of the software to meet the Client's RFP functional specifications and for possible failure of VSI to provide adequate Client support. Therefore, VSI accepts responsibility for assuring the Client that the software operates, as specified in VSI's response to the RFP specifications for the software version described in the SOW, and for providing effective, professional training and responsive on-going support. The Client is responsible for operating and managing the software correctly based on VSI training and ongoing support. Client satisfaction is important to VSI. Therefore, VSI will not require a down-payment for software, support services, and POS hardware. While hardware payments are due within 60 days of receipt of accurate invoice, the software will not be invoiced until after the completion of the first week of onsite training. The Client will have 60 days to pay the accurate invoice once received. If the Client becomes dissatisfied prior to making payment and asks VSI to cancel the order, VSI will do so. If the Client becomes dissatisfied following payment, anytime during the first six (6) months, VSI agrees to refund all software license and first year annual maintenance fees. However, fees for all training provided to date, along with travel expenses, must be paid regardless of circumstances. POS hardware must be returned within the first 30 days to receive full credit less shipping.

9.4   The Parties agree that the laws of the State of Wisconsin will govern this Agreement, and that the venue for legal resolution shall be in Milwaukee County and eastern district of Wisconsin.

ARTICLE 10 – Risk of Loss

10.1   For Customer hosted installations, the risk of loss or destruction, regardless of the cause, shall be the responsibility of VSI until the Licensed Software and Related Materials have been delivered to the Customer's premises or downloaded to the Customer's servers. For VSI hosted installations, VSI will be responsible for the risk of loss or destruction.

10.2   VSI will install the Licensed Software as part of the on-site training. For VSI full hosted installations, VSI will be responsible for installing the software on either its' Eastern or Western data center server.

ARTICLE 11 – Personal Information Protection

11.1   VSI Hosted Software & Database: VSI will provide the SSL (Secure Socket Layer) Certificate for the hosting servers to protect the flow of data between the hosting servers and the Customer's remote users, as described in Exhibit E. The Progress TDE (Transparent Data Encryption) software to protect data at rest is included with VSI hosting services at no additional charge. If a breach occurs, VSI will notify the Customer immediately regarding the extent of the breach, so that the Customer can notify its' patrons that a breach of security has occurred. VSI shall also take immediate steps to rectify and stop any further breach as per its Disaster Recovery plan set out in Exhibit G.

ARTICLE 12 – Application Source Code

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

ARTICLE 13 – Independent Contractor

13.1   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 14 – Change Orders or Extensions

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

ARTICLE 15 – County Rights of Access and Audit

15.1   Pursuant to Section 56.30(6)(e) of the Milwaukee County Code of General Ordinances, the Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the Contract for a period of up to three years following the date of last payment. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. Any and all county contracts and solicitations for contracts shall include a statement that the contractor and any subcontractors understand and will abide by the requirements of this chapter.

ARTICLE 16 – Equal Employment Opportunity/Nondiscrimination Policy

16.1   In the performance of work under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity and expression, age, ancestry or nationality, political or religious affiliation, creed, or disability, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing this Contract.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Contractor's workforce, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

ARTICLE 17 – Affirmative Action

17.1   The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by MCCGO 56.17(1d), to the same effect.

ARTICLE 18 – Prohibited Practices

18.1   Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest.

18.2   Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

ARTICLE 19 – Public Records

19.1   Both parties understand that the County is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

ARTICLE 20 – Term and Termination

20.1   This Agreement will become effective as of the Effective Date and shall continue in full force and effect for a period of ten (10) years from the Effective Date ("Term").

20.2   Customer reserves the right to terminate this Agreement and/ or any portion of deliverables by VSI under a SOW at any time for convenience by providing VSI one hundred and twenty (120) days' written notice of such termination; provided, however, that the Customer may not terminate Software Maintenance and Support Services or Hosting Services within the first year of provision except as otherwise provided herein. In the event of said termination, VSI shall immediately reduce and/ or discontinue its activities hereunder as requested by the Customer, upon receipt of said notice. Upon said termination, VSI shall be paid on pro-rata basis for all services and/or licenses, properly rendered, and accepted by Customer through the date of termination. The parties agree that notwithstanding any conflicting terms in any Exhibits or SOW to this Agreement, VSI will not charge Customer with any termination fee for such early termination. .

20.3   Notwithstanding anything to the contrary contained in this Agreement or its Exhibits or RFP or RFP Response, Customer may terminate this Agreement with immediate effect, in the event that the Milwaukee County Board of Supervisors fail to appropriate monies required for the completion of this Agreement. VSI will not charge Customer with any termination fee for such early termination.

20.4   Customer may terminate this Agreement effective immediately, in the event that VSI breaches any representation or warranty set out in this Agreement or it becomes insolvent or is the subject of an "order for relief" as that term is defined in the U. S. Bankruptcy Code; or in the event of an assignment or other arrangements for the benefit of VSI's creditors. In the event that any of the above events occur, the VSI will immediately notify Customer of its occurrence.

20.5   Upon termination or expiration of this Agreement, (i) VSI will immediately cease all use of Customer's confidential information including data and shall deliver to Customer all items containing, embodying, relating to or comprising Customer confidential information and data (VSI shall not take or retain copies of any of the foregoing); (ii) any payments that may have been made by Customer to Contractor in advance, which are in excess of amounts due VSI till the effective date of termination, will be refunded to Customer within thirty (30) days following the expiration or effective date of termination.

20.6   VSI must cooperate with Customer in the event of termination or expiration so as to ensure that Customer can maintain continuity of service delivery. Upon expiry or termination of this Agreement, for any reason, VSI will make a machine readable copy of the County's data available to County. VSI retains no rights or ownership to the Customer's data. Upon termination of this Agreement for any reason (other than failure to pay undisputed invoices following notice by Customer and failure to make this payment during any applicable cure period) VSI will provide reasonable assistance to Customer in transitioning its data to a new service or platform. Transition assistance will be provided without any charge.

ARTICLE 21 – Authorization and Entire Agreement

21.1   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.
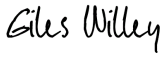
21.2   The Parties' execution of this Agreement shall be deemed the Parties' acceptance of this Agreement, the Exhibits, the RFP, and the RFP Response. In the event of any conflict among the terms of this Agreement, the RFP, and the RFP Response, the following order of precedence shall govern:
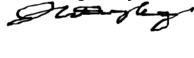
        (i)   The Agreement;

        (ii)   The Exhibits, in the order in which they are attached;

        (iv)   The RFP;

        (v)   The RFP Response (excluding the standard agreement terms and conditions mentioned therein).

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

Vermont Systems, Inc.

Authorized Signature

_____Giles Willey, President_____

Printed Name and Title

9/18/2017

Date

**Milwaukee County
Dept. of Parks, Recreation and Culture**

Authorized Signature

John Dargle, Jr., Parks Director

Printed Name and Title

9/22/2017

Date

Laurie Panella

Chief Informatio

9/18/2017
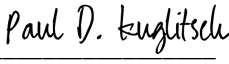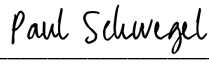
Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____ 9/19/2017
    Community Business Development Partners

Approved for execution:
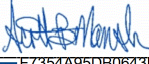
By: _____ Date: _____ 9/25/2017
    Corporation Counsel

Reviewed by:

By: _____ Date: _____ 9/21/2017
    Risk Management

Approved by:

By: _____ Date: _____ 9/27/2017
    County Executive Chris Abele

Approved by:

By: _____ Date: _____ 9/19/2017
    Comptroller Scott B. Manske

Approved as compliant under Wis. Stats. § 59.42(2)(b)5, Stats.:

By: _____ Date: _____ 9/28/2017
    Corporation Counsel

EXHIBIT A:
Sales and Support Policies

[The remainder of this page intentionally left blank.]

Sales and Support Policies
Exhibit A   5/18/2016

1. **SOFTWARE LICENSE**:
   The application software license is a one-time fee, which provides for the perpetual use of the software. While a deposit may not be required, the full software license fee is due for all accounts within 60 days of completion of the first training session. The Progress OpenEdge V11 Application Server software and Personal, Workgroup, or Enterprise Relational Database Management System (RDBMS imbedded database) software licenses are also required to operate the VSI application software using a browser.

2. **ANNUAL SOFTWARE MAINTENANCE AND SUPPORT:**
   The required annual maintenance support fee is prorated from the first day of the installation month to the end of the first fiscal year, and thereafter, it is invoiced annually on the first day of each new fiscal year of the Term. Such invoice will be due sixty (60) days after Customer's receipt of invoice. This fee includes the following:
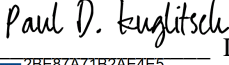   - Worldwide telephone (800 US & Canada) and web support for VSI and Progress software five (5) days/week, Monday-Friday, 8am-8pm ET, and availability of chargeable Extended Hours Pager Support Monday – Friday, 8pm–10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. Further, Pre-Arranged Standard & Non-Standard Hours Standby Telephone Support is available, as described in Section 4 below. The following are included as part of the annual maintenance fee:
   - Maintenance and repair of application software malfunctions with an acknowledgement response, as described in the Call Process, Section 5 below.
   - One major application software upgrade every two years, along with multiple periodic updates. Major upgrades usually require a database conversion, while other periodic updates are program only. Enhancements are based primarily on user requests, but they also include an extensive number of VSI initiated improvements, all of which are added at the discretion of VSI. The status of all VSI software releases is available on VSI's web site at www.vermontsystems.com. Further, VSI notifies all Customers regarding the status and availability of all software releases in its' quarterly newsletter. Customers must contact VSI to schedule major software upgrades, which are downloaded from VSI's FTP site by Customers that host on premise. VSI upgrades software for all VSI hosted Customers.
   - One biennial database conversion by VSI via FTP or WebEx during standard VSI business hours. VSI FTP/WebEx database conversion services are only chargeable, if started and/or completed during non-standard VSI business hours (before 8am and after 5pm ET, Monday through Friday and on weekends and holidays). Please note that all non-production database conversions are billable at standard VSI support rates. VSI provides coordinated software upgrade and database conversion services for VSI hosted Customers.
   - Federal and State regulatory requirement changes.
   - User ID and Password login access to Customer Support and Downloads sections on VSI web site.
   - Phone support to explain how to configure database, how system works, and how to prepare for implementation of certain functions, such as those listed below under Extended Dedicated Support.
   - Updates to financial and other interfaces due to VSI application software modifications and not due to application software modifications by other vendors.

   Any of the following costs associated with customer support are **not included**:
   - Actual usage of Standard Hours Pager Support, 8pm-10pm ET, Mon-Fri and Sat, Sun, & Holiday 8am-5pm ET.
   - Pre-Arranged Standard Standby Telephone Support, Monday-Friday, 8am-5pm ET, and Non-Standard Standby Telephone Support are chargeable at different rates per hour.
   - Any associated travel and out-of-pocket expenses for installation and training services.
   - Installation and configuration of product enhancements or releases, database repairs, and more than one biennial database conversion are chargeable, unless VSI is providing hosted services.
   - Telephone support related to computer hardware, operating systems, networking, and reinstallation and configuration of application software is chargeable. If the hardware and software configurations are modified after VSI has completed on-site or telephone installation services, additional requested support services are chargeable.
   - Telephone training, as a substitute for on-site training or classroom training at VSI, as well as for untrained operators, is chargeable. Refer to Sections 6 and 7 below and to standard VSI hourly services pricing.
   - VSI application software WAN access configuration.
   - Customized print programs and updates are chargeable.
   - Interfaces to export or import data from or to other application software databases are chargeable.
   - Extended Dedicated Support to implement or change certain functions, such as 1) Switching from Cash to Accrual Accounting; 2) Reinstall WebTrac software on server; 3) Customize Splash Page; 4) Create Web Bypass Links; 5) WebTrac Style Sheets changes; and, 6) Database Support to analyze and correct extensive out-of-balance condition.
   - Hosting services are not included in the VSI application software maintenance fees.

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

Sales and Support Policies
Exhibit A   5/18/2016

4. VSI EXTENDED HOURS PAGER & STANDBY TELEPHONE SUPPORT SERVICES:
Standard Extended Hours Pager Telephone Support
Monday - Friday 8pm – 10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. If extended hours support is actually provided, it is chargeable with a minimum per call or multi-call issue.
Pre-Arranged Standard and Non-Standard Hours Standby Telephone Support
Standard Standby Telephone Support, Mon-Fri, 8am-5pm ET and Non-Standard Standby Telephone Support can be pre-arranged by calling VSI at least one full business day in advance. Standard & Non-Standard Standby Support is provided at different rates per hour.

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

Priority 1 – High
Consists of errors that cause unrecoverable loss or corruption of data or loss of essential software functionality that prevents Customer processing, and there is no workaround. Generally, the system would be down.

Priority 2 – Medium
Consists of errors that cause loss of essential software functionality that prevents Customer processing, but has a workaround, or loss of non-essential software functionality that does not have a workaround. Generally, the system is not down, but the problem is causing staff inconvenience.

Priority 3 – Low
Consists of errors that may be causing loss of non-essential software functionality, but have a workaround. While the system is not down generally, the Customer's operational questions need to be resolved.

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

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

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

Escalation Process
In the event that VSI is unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in the Table of Service below, VSI will initiate escalation procedures at VSI's sole expense, except if due to hardware malfunctions, utility failures, air conditioning malfunctions, non VSI software problems, communications malfunctions, environmental problems, user errors or any other cause outside VSI's reasonable control, in which case VSI may charge the Customer at the hourly rates listed in VSI services pricing. However, VSI will continue to assist the Customer to resolve the problem, even when VSI and Customer may not agree on the cause of the problem.

Sales and Support Policies

Exhibit A   5/18/2016

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**

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

7. **VSI WEEKEND SUPPORT SERVICES PRICING:**

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

8. **ON-SITE TRAINING SHORT NOTICE CANCELLATION PENALTY:**

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

9. **TRAINING CANCELLED DURING SCHEDULED ONSITE TRAINING WEEK:**

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

10. **TELEPHONE SUPPORT:**

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

11. **DOCUMENTATION:**

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

12. **INSTALLATION PLANNING:**

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

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

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

Sales and Support Policies

Exhibit A   5/18/2016

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

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

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

Qualified POS Hardware Purchased from VSI – Full Support:
VSI will be responsible for ordering the properly configured hardware with the correct cables and other features, delivery, installation and configuration assistance, toll free telephone support, and warranty service arrangements, as needed.

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

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

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

EXHIBIT B:
Proposal Summary Pricing
VSI Quote Number 63985

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Proposal Summary Pricing
VSI Quote Number: 63985

Please See Detail Breakdown
on Following Pages

Description:	**RecTrac 100 User - Silver - EXHIBIT B**
Prepared For:	**Milwaukee County Parks-Nature Center, Milwaukee, WI**
Contact Name:	**Suzanne Carter, Procurement Contracts Admin**
Contact Email:	**suzanne.carter@milwaukeecountywi.gov**
Approved By:	**Giles Willey, President (gilesw@vermontsystems.com)**

Phone Number:	**(414)223-8112**
Fax Number:	
Quote Date:	**06/26/2017**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
RecTrac - Enterprise Multi-User Software				
Application Software	$57,350.00	$10,930.00	$0.00	$68,280.00
Progress OpenEdge Software	$11,470.00	$2,186.00	$0.00	$13,656.00
Hosting Services	$0.00	$53,400.00	$0.00	$53,400.00
VSI-Add-Ons	$3,000.00	$750.00	$0.00	$3,750.00
Support Services - Training & Expenses	$81,125.00	$0.00	$0.00	$81,125.00
Total RecTrac:	$152,945.00	$67,266.00	$0.00	$220,211.00
ID Systems - Enterprise Multi-User Software				
Application Software	$1,580.00	$290.00	$0.00	$1,870.00
Progress OpenEdge Software	$316.00	$58.00	$0.00	$374.00
Key Fobs	$3,800.00	$0.00	$200.00	$4,000.00
Total ID Systems:	$5,696.00	$348.00	$200.00	$6,244.00
WebTrac - Enterprise Edition				
Application Software	$35,850.00	$7,170.00	$0.00	$43,020.00
Progress OpenEdge Software	$7,170.00	$1,434.00	$0.00	$8,604.00
VSI-Add-Ons	$2,250.00	$0.00	$0.00	$2,250.00
Support Services - Training & Expenses	$7,405.00	$0.00	$0.00	$7,405.00
Total WebTrac:	$52,675.00	$8,604.00	$0.00	$61,279.00
PayTrac - Enterprise Multi-User Software				
Application Software	$6,000.00	$1,200.00	$0.00	$7,200.00
Total PayTrac:	$6,000.00	$1,200.00	$0.00	$7,200.00
Hardware - (VSI Qualified)				
Printers Kitchen	$1,960.00	$0.00	$148.00	$2,108.00
Printers	$27,360.00	$0.00	$3,040.00	$30,400.00
Cash Drawers	$10,500.00	$0.00	$1,440.00	$11,940.00
Barcode Readers	$6,700.00	$0.00	$260.00	$6,960.00
Magstripe Readers	$67,640.00	$0.00	$1,216.00	$68,856.00
Digital Cameras	$2,415.00	$0.00	$336.00	$2,751.00
Tablet Windows POS	$39,666.00	$0.00	$825.00	$40,491.00
Total Hardware:	$156,241.00	$0.00	$7,265.00	$163,506.00

Proposal Summary Pricing
VSI Quote Number: 63985

Please See Detail Breakdown
on Following Pages

Description: **RecTrac 100 User - Silver - EXHIBIT B**
Prepared For: **Milwaukee County Parks-Nature Center, Milwaukee, WI**
Contact Name: **Suzanne Carter, Procurement Contracts Admin**
Contact Email: **suzanne.carter@milwaukeecountywi.gov**
Approved By: **Giles Willey, President (gilesw@vermontsystems.com)**

Phone Number: **(414)223-8112**
Fax Number:
Quote Date: **06/26/2017**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
VSI TOTALS				
Application Software	$100,780.00	$19,590.00	$0.00	$120,370.00
Printers Kitchen	$1,960.00	$0.00	$148.00	$2,108.00
Printers	$27,360.00	$0.00	$3,040.00	$30,400.00
Progress OpenEdge Software	$18,956.00	$3,678.00	$0.00	$22,634.00
Cash Drawers	$10,500.00	$0.00	$1,440.00	$11,940.00
Key Fobs	$3,800.00	$0.00	$200.00	$4,000.00
Barcode Readers	$6,700.00	$0.00	$260.00	$6,960.00
Magstripe Readers	$67,640.00	$0.00	$1,216.00	$68,856.00
Digital Cameras	$2,415.00	$0.00	$336.00	$2,751.00
Hosting Services	$0.00	$53,400.00	$0.00	$53,400.00
VSI-Add-Ons	$5,250.00	$750.00	$0.00	$6,000.00
Tablet Windows POS	$39,666.00	$0.00	$825.00	$40,491.00
Support Services - Training & Expenses	$88,530.00	$0.00	$0.00	$88,530.00
Grand Totals:	**$373,557.00**	**$77,418.00**	**$7,465.00**	**$458,440.00**

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

RecTrac Enterprise Multi-User Software
Recreation Tracking Software
VSI Quote Number: 63985
Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

Description: **RecTrac 100 User - Silver - EXHIBIT B**
Prepared For: **Milwaukee County Parks-Nature Center, Milwaukee, WI**
Contact Name: **Suzanne Carter, Procurement Contracts Admin**
Contact Email: **suzanne.carter@milwaukeecountywi.gov**
Approved By: **Giles Willey, President (gilesw@vermontsystems.com)**

Phone Number: **(414)223-8112**
Fax Number:
Quote Date: **06/26/2017**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
		Application Software			
1	Each	Activity Registration (V-RT-EN-AR)	$3,750.00	$3,750.00	$750.00
1	Each	Facility Reservations (V-RT-EN-FR)	$3,750.00	$3,750.00	$750.00
1	Each	Pass Management (V-RT-EN-PM)	$3,750.00	$3,750.00	$750.00 1
1	Each	Point-of-Sale/Inventory Control/Tickets (V-RT-EN-PS)	$3,750.00	$3,750.00	$750.00 2
1	Each	League Scheduling (V-RT-EN-LS)	$2,450.00	$2,450.00	$490.00
1	Each	Equipment/Site Rentals (V-RT-EN-RN)	$3,750.00	$3,750.00	$750.00 3
1	Each	Trip Reservations (V-RT-EN-TP)	$2,450.00	$2,450.00	$490.00
1	Each	Golf Tee-Times/Local Handicaps (V-RT-EN-GT)	$3,750.00	$3,750.00	$750.00 4
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	$0.00	$0.00	$0.00
1	Each	Systems Administration (V-RT-EN-SA)	$550.00	$550.00	$550.00 5
98	Each	Additional Users Over 2 (concurrent) (V-RT-EN-AU)	$300.00	$29,400.00	$4,900.00
		Total Application Software:		**$57,350.00**	**$10,930.00**
		Progress OpenEdge Software			
1	Each	OpenEdge Enterprise Appl Server & RDBMS (T-PG-EN-OE)	$11,470.00	$11,470.00	$2,186.00 6
		Total Progress OpenEdge Software:		**$11,470.00**	**$2,186.00**
		Hosting Services			
1	Each	VSI Full Hosting Services - Silver, First 5 Users, Monthly (V-HS-S1)	$650.00	$650.00	$7,800.00 7
95	Each	VSI Full Hosting Services - Silver, 95 Add Users, Monthly (V-HS-S2)	$40.00	$3,800.00	$45,600.00 8
		Total Hosting Services:		**$4,450.00**	**$53,400.00**
		VSI-Add-Ons			
1	Each	Certificate of Insurance Annual - if standard not acceptable (T-KP-COI)	$0.00	$0.00	$150.00
1	Each	RecTrac General Ledger Interface (V-RT-IN-GL)	$1,500.00	$1,500.00	$300.00 9
1	Each	Activity Registration Custom Brochure Interface (V-RT-IN-AR)	$1,500.00	$1,500.00	$300.00
		Total VSI-Add-Ons:		**$3,000.00**	**$750.00**
		Support Services - Training & Expenses			
25	Day(s)	Installation/Training, Municipal, On-Site/Day - RecTrac (X-S-TNG-01)	$770.00	$19,250.00	$0.00
25	Day(s)	Installation/Training, Municipal, On-Site - Golf Operations (X-S-TNG-01)	$770.00	$19,250.00	$0.00
5	Day(s)	Installation/Training - Site Survey (X-S-TNG-01)	$770.00	$3,850.00	$0.00
5	Day(s)	Travel Time - Golf Courses (X-S-TNG-09)	$375.00	$1,875.00	$0.00
1	Day(s)	Travel Time - Site Survey (X-S-TNG-09)	$375.00	$375.00	$0.00
5	Day(s)	Travel Time - RecTrac (X-S-TNG-09)	$375.00	$1,875.00	$0.00
6	Each	Travel Expenses - per day (estimated) - Site Survey (X-X-EXP)	$330.00	$1,980.00	$0.00 10
30	Each	Travel Expenses - per day (estimated) - Golf Courses (X-X-EXP)	$330.00	$9,900.00	$0.00 10
29	Each	Travel Expenses - per day (estimated) - RecTrac (X-X-EXP)	$330.00	$9,570.00	$0.00 10
5	Each	Expense Airfare (estimated-pay actual only) - RecTrac (X-X-AIR)	$1,200.00	$6,000.00	$0.00
1	Each	Expense Airfare (estimated-pay actual only) - Site Survey (X-X-AIR)	$1,200.00	$1,200.00	$0.00
5	Each	Expense Airfare (estimated-pay actual only) - Golf Courses (X-X-AIR)	$1,200.00	$6,000.00	$0.00
		Total Support Services - Training & Expenses:		**$81,125.00**	**$0.00**

RecTrac Enterprise Multi-User Software
Recreation Tracking Software
VSI Quote Number: 63985
**Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change**

Description:	**RecTrac 100 User - Silver - EXHIBIT B**
Prepared For:	**Milwaukee County Parks-Nature Center, Milwaukee, WI**
Contact Name:	**Suzanne Carter, Procurement Contracts Admin**
Contact Email:	**suzanne.carter@milwaukeecountywi.gov**
Approved By:	**Giles Willey, President (gilesw@vermontsystems.com)**

Phone Number:	**(414)223-8112**
Fax Number:	
Quote Date:	**06/26/2017**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs

Other Available Products of Interest

Additional Training, Municipal, On-Site/Day	Price:	$770.00	
Additional Phone/Webex Setup or Training	Price:	$150.00	

	Extended Price	Annual Maint/Svs
Total Software, Hardware and Support Services	**$152,945.00**	**$67,266.00**
Grand Total - RecTrac:	**$220,211.00**	
* NOTE: Shipping is FOB - Origin	(Plus Tax Where Applicable / Includes Shipping FOB - Origin)	

If the County accepts the blanket additional insured VSI has built into our business insurance policy covering all of our contracts as additional insured, this would remove the yearly $100 fee. $50/year covers the County's requirement for the workman's comp waiver of subrogation. Increased limit requirements would add further fees. Acceptance of VSI's standard coverage would eliminate fees.

If the County requires additional training the on-site rate is $770/day plus travel expenses and the remote WebEx rate is $150/hour.

vermont Systems
Recreation & Parks Software

ID Systems Enterprise Multi-User Software
Pass Management Photo/Plastic Photo ID Card System
VSI Quote Number: 63985
Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

Description:	**RecTrac 100 User - Silver - EXHIBIT B**	
Prepared For:	**Milwaukee County Parks-Nature Center, Milwaukee, WI**	
Contact Name:	**Suzanne Carter, Procurement Contracts Admin**	Phone Number: **(414)223-8112**
Contact Email:	**suzanne.carter@milwaukeecountywi.gov**	Fax Number:
Approved By:	**Giles Willey, President (gilesw@vermontsystems.com)**	Quote Date: **06/26/2017**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
		Application Software				
1	Each	Pass Mgmt ID Integration - Photo ID Card/Biometric (V-RT-EN-PMI)	$1,580.00	$1,580.00	$0.00	$290.00
		Total Application Software:		**$1,580.00**	**$0.00**	**$290.00**
		Progress OpenEdge Software				
1	Each	OpenEdge Enterprise Appl Server & RDBMS (T-PG-EN-OE)	$316.00	$316.00	$0.00	$58.00 6
		Total Progress OpenEdge Software:		**$316.00**	**$0.00**	**$58.00**
		Key Fobs				
20000	Each	Key Fob, Teslin, Preprinted, 4/1, Qty 10000 (S-KF-ID-T1P-14-10K)	$0.19	$3,800.00	$200.00	$0.00 11
		Total Key Fobs:		**$3,800.00**	**$200.00**	**$0.00**

Total Software, Hardware and Support Services	**$5,696.00**	**$200.00**	**$348.00**
Grand Total - ID Systems:		**$6,244.00**	
* NOTE: Shipping is FOB - Origin		(Plus Tax Where Applicable / Includes Shipping FOB - Origin)	

vermont Systems
Recreation & Parks Software

WebTrac Enterprise Edition
Real-Time Internet Software
VSI Quote Number: 63985
Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

Description:	**RecTrac 100 User - Silver - EXHIBIT B**
Prepared For:	**Milwaukee County Parks-Nature Center, Milwaukee, WI**
Contact Name:	**Suzanne Carter, Procurement Contracts Admin**
Contact Email:	**suzanne.carter@milwaukeecountywi.gov**
Approved By:	**Giles Willey, President (gilesw@vermontsystems.com)**

Phone Number:	**(414)223-8112**
Fax Number:	
Quote Date:	**06/26/2017**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
		Application Software			
1	Each	WebTrac Internet Software for 40-65 RecTrac Users (V-WT-EN-IS-40)	$7,250.00	$7,250.00	$1,450.00 12
1	Each	WebTrac Activity Registration (V-WT-EN-AR)	$2,450.00	$2,450.00	$490.00 13
1	Each	WebTrac Facility Reservations (V-WT-EN-FR)	$2,450.00	$2,450.00	$490.00 13
1	Each	WebTrac Pass Registration/Renewal (V-WT-EN-PM)	$2,450.00	$2,450.00	$490.00 13
1	Each	WebTrac Point of Sale/Tickets (V-WT-EN-PS)	$2,450.00	$2,450.00	$490.00
1	Each	WebTrac League Scheduling (V-WT-EN-LS)	$2,250.00	$2,250.00	$450.00 13
1	Each	WebTrac Equipment/Site Rentals (V-WT-EN-RN)	$2,450.00	$2,450.00	$490.00 13
1	Each	WebTrac Trip Reservations (V-WT-EN-TR)	$2,250.00	$2,250.00	$450.00 13
1	Each	WebTrac Golf Tee-Time Reservations (V-WT-EN-GT)	$2,450.00	$2,450.00	$490.00 13
1	Each	Mobile RecTrac (V-WT-EN-MRT)	$3,450.00	$3,450.00	$690.00 14
1	Each	Mobile WebTrac (V-WT-EN-MWT)	$3,450.00	$3,450.00	$690.00 15
1	Each	WebTrac/RecTrac Agents (V-WT-EN-AU)	$2,500.00	$2,500.00	$500.00 16
		Total Application Software:		**$35,850.00**	**$7,170.00**
		Progress OpenEdge Software			
1	Each	OpenEdge Application Server Software (T-PG-EN-WB)	$7,170.00	$7,170.00	$1,434.00 6
		Total Progress OpenEdge Software:		**$7,170.00**	**$1,434.00**
		VSI-Add-Ons			
1	Each	WebTrac First Style Sheet Service Intital & Major (V-WT-IN-SS-1)	$750.00	$750.00	$0.00 17
1	Each	Premium Splash Page Options (V-WT-CP-SPP)	$1,500.00	$1,500.00	$0.00 18
		Total VSI-Add-Ons:		**$2,250.00**	**$0.00**
		Support Services - Training & Expenses			
5	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	$770.00	$3,850.00	$0.00
1	Day(s)	Travel Time (X-S-TNG-09)	$375.00	$375.00	$0.00
6	Each	Travel Expenses - per day (estimated) (X-X-EXP)	$330.00	$1,980.00	$0.00 10
1	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	$1,200.00	$1,200.00	$0.00
		Total Support Services - Training & Expenses:		**$7,405.00**	**$0.00**

Total Software, Hardware and Support Services	**$52,675.00**	**$8,604.00**
Grand Total - WebTrac:	**$61,279.00**	
* NOTE: Shipping is FOB - Origin	(Plus Tax Where Applicable / Includes Shipping FOB - Origin)	

PayTrac Enterprise Multi-User Software
VSI Quote Number: 63985
Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

Description: **RecTrac 100 User - Silver - EXHIBIT B**
Prepared For: **Milwaukee County Parks-Nature Center, Milwaukee, WI**
Contact Name: **Suzanne Carter, Procurement Contracts Admin**
Contact Email: **suzanne.carter@milwaukeecountywi.gov**
Approved By: **Giles Willey, President (gilesw@vermontsystems.com)**

Phone Number: **(414)223-8112**
Fax Number:
Quote Date: **06/26/2017**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
		Application Software				
1	Each	VSI Enterprise ERI Credit Card Interface (V-PT-EN-ERI)	$6,000.00	$6,000.00	$0.00	$1,200.00 19
		Total Application Software:		**$6,000.00**	**$0.00**	**$1,200.00**
		Total Software, Hardware and Support Services		**$6,000.00**	**$0.00**	**$1,200.00**
		Grand Total - PayTrac:		**$7,200.00**		
		* NOTE: Shipping is FOB - Origin		(Plus Tax Where Applicable / Includes Shipping FOB - Origin)		

Hardware (VSI Qualified)
VSI Quote Number: 63985
Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

Vermont Systems
Recreation & Parks Software

Description:	**RecTrac 100 User - Silver - EXHIBIT B**	
Prepared For:	**Milwaukee County Parks-Nature Center, Milwaukee, WI**	
Contact Name:	**Suzanne Carter, Procurement Contracts Admin**	Phone Number: **(414)223-8112**
Contact Email:	**suzanne.carter@milwaukeecountywi.gov**	Fax Number:
Approved By:	**Giles Willey, President (gilesw@vermontsystems.com)**	Quote Date: **06/26/2017**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
		Printers Kitchen				
4	Each	Epson U220B Wireless 802.11, Grey, Auto Cutter (H-PRT-EP-03-WL)	$450.00	$1,800.00	$68.00	$0.00 20
4	Case	Epson U220/230 Bond Paper 50 Rolls/Case (S-PRT-EP-PAP)	$40.00	$160.00	$80.00	$0.00 21
		Total Printers Kitchen:		**$1,960.00**	**$148.00**	**$0.00**
		Printers				
76	Each	Star TSP143UII, 40 col Thermal, USB, Cutter (H-PRT-ST-05-U-B)	$265.00	$20,140.00	$988.00	$0.00 22
76	Each	Drawer 1 Cable for Epson & Star Printer (H-DRW-MM-X-CB1-EPST)	$10.00	$760.00	$228.00	$0.00
76	Each	Thermal Receipt Paper, 1 Ply, 50 Rolls/Case (S-PRT-IT-THB-01)	$85.00	$6,460.00	$1,824.00	$0.00 23
		Total Printers:		**$27,360.00**	**$3,040.00**	**$0.00**
		Cash Drawers				
60	Each	MMF Advantage 17.4Wx18.7D Dumb Drw Paint Front Blk (H-DRW-MM-11-D-BK)	$175.00	$10,500.00	$1,440.00	$0.00
		Total Cash Drawers:		**$10,500.00**	**$1,440.00**	**$0.00**
		Barcode Readers				
20	Each	MK7580 Custom Configuration for VSI software (H-BCR-HY-11-X-C)	$0.00	$0.00	$0.00	$0.00 24
20	Each	Honeywell MK7580G 1D/2D Genesis Imager, USB Cable (H-BCR-HY-10)	$335.00	$6,700.00	$260.00	$0.00 25
		Total Barcode Readers:		**$6,700.00**	**$260.00**	**$0.00**
		Magstripe Readers				
76	Each	Credit Card EMV (Chip & Pin) Device (H-PIN-99)	$890.00	$67,640.00	$1,216.00	$0.00 26
		Total Magstripe Readers:		**$67,640.00**	**$1,216.00**	**$0.00**
		Digital Cameras				
21	Each	Microsoft LifeCam Studio Camera, Auto Focus, 1080p (H-PID-MS-01)	$85.00	$1,785.00	$231.00	$0.00 27
21	Each	Adjustable Tripod Stand, LifeCam Camera (H-PID-MS-01-ST)	$30.00	$630.00	$105.00	$0.00
		Total Digital Cameras:		**$2,415.00**	**$336.00**	**$0.00**
		Tablet Windows POS				
33	Each	Quest Tablet 10" Windows 10 IOT, MSR, Chg Crdl (H-TAB-TD-Q-00)	$1,175.00	$38,775.00	$495.00	$0.00 28
33	Each	MS USB Wired Keyboard (H-COM-SD-11-X-KB)	$15.00	$495.00	$165.00	$0.00
33	Each	MS USB Optical Mouse (H-COM-SD-11-X-MS)	$12.00	$396.00	$165.00	$0.00
		Total Tablet Windows POS:		**$39,666.00**	**$825.00**	**$0.00**
		Total Software, Hardware and Support Services		**$156,241.00**	**$7,265.00**	**$0.00**
		Grand Total - Hardware:			**$163,506.00**	

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

The Drawer 1 Cable is needed to tie the new Star TSP143 printer to the existing APG dumb drawers.

Description:	**RecTrac 100 User - Silver - EXHIBIT B**
Prepared For:	**Milwaukee County Parks-Nature Center, Milwaukee, WI**
Contact Name:	**Suzanne Carter, Procurement Contracts Admin**
Contact Email:	**suzanne.carter@milwaukeecountywi.gov**
Approved By:	**Giles Willey, President (gilesw@vermontsystems.com)**

Phone Number: **(414)223-8112**
Fax Number:
Quote Date: **06/26/2017**

1   Standard PMP software enables (optional) capture of photo image during registration and display of photo during Visit Check-In. You can also add the PMP ID software interface to print multi-color plastic photo ID cards.

2   In order to use the graphical touch screen option in other modules, you must also license the POS Inventory module.

3   In order to use the graphical touch screen option (Graphical Site Rentals) in other modules, you must also license the POS Inventory module.

4   In order to license the Golf POS/Tee-Time/Handicap module at this price, you must also license the Pass Mgmt & POS/Inventory modules that are available for use by all RecTrac users.

5   The Enterprise System is quoted for those organizations with 40+ 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).

6   VSI uses Progress OpenEdge software to develop and deploy its' software applications, and also embeds the required Progress OpenEdge Enterprise or Workgroup RDBMS (Relational Database Management Software) with its' applications.

7   The base Hosting Services Fee does NOT include the VSI application software and Progress software annual maintenance fees.

Prior to selecting the hosting option, we require customer to test/verify connectivity from all locations to ensure satisfactory performance. Please contact VSI Sales for additional information and scheduling, 877-883-8757 - Option #2 or email sales@vermontsystems.com.

8   The Additional User Hosting Services Fee does NOT include the VSI application software and Progress software annual maintenance fees.

Prior to selecting the hosting option, we require customer to test/verify connectivity from all locations to ensure satisfactory performance. Please contact VSI Sales for additional information and scheduling, 877-883-8757 - Option #2 or email sales@vermontsystems.com.

9   You can select any of the over 100 standard GL interfaces and 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.

10   The included expenses are ESTIMATED for airfare, lodging, meals, parking, tolls, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.

11   4/1 = 4 color logo on front, 1 color barcode on back
Pricing is determined by the quantity ordered, number of colors and one side or two sided pre-printing. Please note that this quote is an estimate and actual print costs may vary somewhat due to over runs, etc.
Delivery - be sure to allow 4 to 6 weeks after the you have approved the proof copy of the keyfob.

Description: **RecTrac 100 User - Silver - EXHIBIT B**
Prepared For: **Milwaukee County Parks-Nature Center, Milwaukee, WI**
Contact Name: **Suzanne Carter, Procurement Contracts Admin**   Phone Number: **(414)223-8112**
Contact Email: **suzanne.carter@milwaukeecountywi.gov**   Fax Number:
Approved By: **Giles Willey, President (gilesw@vermontsystems.com)**   Quote Date: **06/26/2017**

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12   WebTrac enables your customers to process RecTrac transactions real-time using a browser via the internet. The WebTrac module does NOT include 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 for a nominal monthly fee. VSI will discuss the requirements to add the WebTrac software application with your IT department or your off-premise web hosting vendor to determine whether or not to quote the VSI web hosting fee. VSI bills the web only hosting fee on an annual basis. After the first year, this amount is added to your annual maintenance invoice.

13   WebTrac modules require respective RecTrac licensed modules in order to process web transactions.

14   Mobile RecTrac provides access to select staff functions using a smart phone mobile browser. The Mobile RecTrac browser is device/operating system independent. Functions such as Visit Check-In, League Scores Postings, Roster Print, Tee Sheets, and Household Inquiries are a few of the functions that are available to the staff using a smart phone. All current and future Mobile RecTrac staff related functions developed for all RecTrac modules by VSI are included in this one-time license fee, providing that the annual maintenance and support fees are paid.

Mobile Hardware Options:

1. Honeywell Captuvo SL22 iPOD Sled, SL42 iPHONE Sled, SL62 iPAD Mini Sled
There are several models available for the iPOD, iPHONE,iPAD Mini including one with magstripe reader only, one with bar code imager only, and one with both bar code imager and magstripe reader. Options for both include holsters, wrist lanyards, and battery packs. VSI is a Honeywell dealer and offers the Captuvo at prices ranging from $270 to $720 each. The iPOD,iPHONE,iPAD Mini are fully integrated with the SL22, SL42,SL62 Sleds. Each Sled also requires the DryRain browser software at $99 that is required to enable the units to communicate with RecTrac.

2. Motorola CS3050-SR10007WW 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.

15   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. 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 otherwords, Mobile WebTrac encompasses all of the functions that have been developed across all WebTrac modules.

16   WebTrac Agents needed are provided to process WebTrac online transactions. Each Agent can service approximately 10-20 simultaneous requests, so VSI will configure the number required for optimum performance.

17   VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then ask you to verify that the results match your specs. If you ask for additional changes following the completion of the initial styling then each major change request is priced at $750.00. Minor & Seasonal change requests are priced at $375.00 each.

18   The Premium Splash Page Option offers a choice of any one of 5 Premium Splash pages, and they are available on the VSI website for your review. You decide which option is best for your organization.

The $1500 fee includes VSI support to assist you to implement the template on your site. This typically takes 2-4 hours. Any time over 4 hours due to change requests will be charged at $100/hour. Any design changes to the standard templates that require custom programming will be charged at $140/hour.

19   The VSI ERI (External Redirect Interface) fee applies to any of the credit card vendor options.

20   TM-U220B Dot Matrix Kitchen Order/Receipt Printer, Wireless 802.11A/B/G/N (RO4), Dark Gray, Auto Cutter, Power Supply, Wall Mountable, 2-Year Depot Warranty.

Description:	**RecTrac 100 User - Silver - EXHIBIT B**
Prepared For:	**Milwaukee County Parks-Nature Center, Milwaukee, WI**
Contact Name:	**Suzanne Carter, Procurement Contracts Admin**
Contact Email:	**suzanne.carter@milwaukeecountywi.gov**
Approved By:	**Giles Willey, President (gilesw@vermontsystems.com)**

Phone Number: **(414)223-8112**
Fax Number:
Quote Date: **06/26/2017**

21   Epson TM-U220/U230 Bond 1 Ply Paper, 50 Rolls per Case, 3" x 165' each.

22   Includes power supply, power cord, auto cutter and cable. Wall mountable.

23   Thermal Receipt Paper, 1 Ply, 50 Roll/Case for Star, Epson, & Ithaca receipt printers.

24   Custom Configuration for VSI application software, so plug and play out of the box.

25   Honeywell MK7580G-2 Genesis Bar Code Imager USB Kit, 1D/2D, PDF17, Gray, Type A 3M Cable (9.5' - Cbl-500-300-S00)), Power Supply, EasyID Software, Documentation, and VSI Custom Configuration. USB keyboard emulation is standard with optional Serial or Parallel emulation. Standard keyboard emulation used to connect reader to dedicated computer. This scanner can be used for RecTrac Background Visit Check-in by configuring it for Serial Emulation using the same USB cable. This enable the computer to be used for other functions, while it is also being used to scan visitor ID cards.

26   The specific credit card EMV (Chip and Pin) device delivered depends on the PayTrac solution you select. This line item is used as a placeholder for budgeting purposes. The different devices range in price from $500-$750.

27   Microsoft LifeCam Studio, HD 8MP Res, True 1080p Sensor, Auto Focus, USB, Operating Temperature 21DF - 104DF with Humidity <5% - 80% Non-condensing. Using in hot, humid areas can damage the camera.

28   Quest Tablet 10" True Flat Capacitive Touch Screen, LCD Resolution 1920x1200, Windows 10 IOT Enterprise 32bit, Intel Quad Core Baytrail 1.33Ghz Processor, 4GB DDR3 Memory, 32GB SSD, HD Graphics, LAN Wireless a/b/g/n, 2.4/5Ghz, Bluetooth 4.0 + LE, NFC 1, Camera, Charging Dock, USB Connector Dock, MSR, Battery, Power Supply, Charging Cradle, Hand Strap, USB Adapter Cable. Options include EMV Smart Card Reader, 1D/2D Bar Code Reader, Premium Charging Dock w/LAN, Serial, 4USB, & VSG Ports, 5 Bay Charger. Dimensions 10.6"x6.9"x1.4", Weight 2.1lbs. Standard 1-Year Warranty, Optional 2 & 3-Year Warranty, and 2 & 3 -Year No Fault Warranty.

EXHIBIT C:
VSI Certificate of Insurance

[The remainder of this page intentionally left blank.]

ACORD®	CERTIFICATE OF LIABILITY INSURANCE	VERMO19 OP ID: EH

DATE (MM/DD/YYYY): 06/14/2017

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

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

PRODUCER	CONTACT NAME: Elizabeth Harlow
Kinney Pike - Williston 62 Knight Lane Williston, VT 05495 Jake Obar	PHONE (A/C, No, Ext): 802-878-1600	FAX (A/C, No): 802-879-4022

E-MAIL ADDRESS:

	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance Company	22292
INSURED	INSURER B: Underwriters at Lloyds	
Vermont Systems, Inc. 12 Market Place Essex Jct, VT 05452	INSURER C:	18058
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X 0 liab deductible			OBV9813141 04	01/01/2017	01/01/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X 0 liab ded			AWV A817262 01	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			OBV9813141 04	01/01/2017	01/01/2018	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WDV9813126 04	01/01/2017	01/01/2018	X PER STATUTE 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			USUCS2606354-16	12/31/2016	12/31/2017	Prof Liab	2,000,000
C	Cyber Liability			PHSD1217569	01/31/2017	01/01/2018	Cyber	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cyber liability to be increased to $2,000,000 upon signing a contract with
the County of Milwaukee. Requests for additional or increased coverages will
be quoted on a case-by-case basis.

CERTIFICATE HOLDER	CANCELLATION
SAMPLE1 Sample	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 *Elizabeth Harlow*

ACORD 25 (2014/01)   The ACORD name and logo are registered marks of ACORD

EXHIBIT D:
VSI Statement of Work

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Statement of Work - Exhibit D

For: Recreation Management System – Milwaukee County, WI

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

Table of Contents

1. Executive Summary

The goal of this project is a successful implementation of the RecTrac & WebTrac Recreation management systems for Milwaukee County Parks (County) to replace the legacy enterprise park and recreation management software which is no longer supported by its vendor. This goal can be met by proper planning, establishing goals and project plan, and quality onsite training and support.

2. Objectives of the Project

The objectives of this project are as follows:

- To replace the legacy enterprise parks and recreation system (CLASS) and other shadow systems utilized by the County and additional stakeholder departments.

- To install and establish the RecTrac & WebTrac systems to support County staff in the delivery of parks and recreation services and activities. A single database will be utilized for all County Parks Department operations.

- To improve the operational efficiency and effectiveness.

- To provide comprehensive reporting and analysis for management and improve the quality and accessibility of information for business process planning decision support.

- To implement more effective business processes and replace paper-oriented processes using e-forms, document imaging, and electronic workflow.

- To protect and enhance the functionality that is currently available to County employees.

- To provide better front-end services by improving County back-end services and systems.

- Incorporate fully integrated parks and recreation and maintenance "best business practices."

- To configure a system that is user-friendly and empowers stakeholders to improve their business processes and reporting capability.

- To reduce redundant "shadow systems", data entry, storage, and paper processing

- To increase the County's utilization of mobile functionality to support parks and recreation business processes and operations, including maintenance.

- To enable specific strategic planning initiatives, including enhanced customer service and web / customer self-service.

3. Implementation:

This Section describes the scope of Implementation.

3.1. Vermont Systems Software

Vermont Systems will be providing Milwaukee County the following modules (module capabilities are described in detail on the Vermont Systems web site: www.vermontsystems.com):

- RecTrac:
  - o Activity Registration
  - o Facility Reservations
  - o Pass Management
  - o Point of Sale with Ticketing

- League Scheduling
- Rentals (Marina Slips)
- Trip Bookings
- Personal Trainer
- Incident Processing and Reporting
- System Administration
- Golf Tee Times
- General Ledger Interface
- Activity Brochure Interface
- ID Card Integration – Digital Photo and Keyfob Cards

- WebTrac:
  - Activity Registration
  - Facility Reservations
  - Pass Management
  - Point of Sale
  - League Scheduling
  - Rentals
  - Trip Bookings
  - Personal Trainer
  - Golf Tee Times
  - Mobile WebTrac (Patron Access via Smartphone)
  - Mobile RecTrac (Staff Access via Smartphone)
  - WebTrac Custom Style Sheet
  - WebTrac Custom Splash Page
- PayTrac - ERI Credit Card Interface to Card Connect

3.2. Vermont Systems Services

- Project Planning – thru ongoing conference calls, WebEx sessions, etc.
- Database structure planning
- Software installation assistance
- Onsite Training - Lead user and end user training for proposed applications: RecTrac, WebTrac, PayTrac and ID Card Systems
- Phone/WebEx based follow-up training
- VSI Support manager assigned
- Primary VSI onsite trainer/lead installer assigned
- Hosting services for database and web server functions tied to WebTrac modules
- The SSL between the VSI data center and County workstations is provided and configured by VSI hosting team.
- Ongoing system support services – post installation/training phase.

- The County can add additional users at any time. The current cost for users is $300 plus $60 for Progress. Annual maintenance for each user is $50 plus $10 for Progress. Each RecTrac user that is added will also increase monthly hosting cost by $40.

- The County can add additional modules at any time. Based on the operations currently performed by the County, it is unlikely it will need our Court, CYMS, Venue Ticketing, or Locker modules but it is simple to turn these modules on should they be needed in the future. The current module price is $3450 for each of these options with annual maintenance of $750.

- The County has discussed data conversion from Class with VSI and it has been decided to convert only households and family members. No transactional data and no master record data will be converted. VSI has a standard import program that allows RecTrac to create households and family members from a CSV file provided by the County. The County will be responsible for providing this file to VSI in a usable format. There is no cost for this service.

3.3. Milwaukee County Services/Commitment

- Project Planning

- Database structure planning

- Software installation (Only needed on workstations with peripherals – VIC executable)

- Data Entry - A designated person responsible for reconciling daily bank deposits from Card Connect credit card transactions. This person will need to compare the bank deposits to the RecTrac Credit Card Report and/or Cash Journal for credit card transactions to be sure everything matches.

4. Project Timeline/High Level Project Plan:

4.1. VSI Project Plan Overview

The Implementation is expected to take place over a 15 month period with a multi-phased approach as described below. The County may need to make adjustments to the plan dates due to circumstances with funding and staff resources. If the County needs to make adjustments, VSI will work with the County to set new dates that work for both the County and for VSI.

Milestone	Activity	Time Frame	Estimated Start Date	Estimated End Date	Fee
Contract negotiation and execution		5-10 Days	9/11/2017	9/18/2017	None
Discovery and Design	County to be billed for planning phase and travel expenses	30 Days	10/1/2017	10/31/2017	$770/Day Plus Travel Expenses
Project pause pending County Board approval of the 2018 Project Request	County will alert VSI when it is OK to proceed.	TBD	10/18/2017	10/25/2017	None

Milestone	Activity	Time Frame	Estimated Start Date	Estimated End Date	Fee
Initial Database Building: Primary - Golf and Reservations Secondary - All other activities	Data entry and end user training. By the end of this period, County will be able to Go-Live with Golf and Reservations.	30-45 Days	11/6/2017	12/31/2017	$770/Day Plus Travel Expenses
RecTrac - Go-Live	Follow-up on-site training week to provide best strategies for any issues.	30 Days	1/1/2018	1/31/2018	$770/Day Plus Travel Expenses
WebTrac - Go-Live	Any additional training can be done via remote WebEx sessions.	30 Days	2/1/2018	2/28/2018	$150/hour
Other Areas - Go-Live	Phase 2-10. Currently no additional VSI training is planned for this time period as County Lead Users will be providing this service.	240 Days	3/1/2018	12/31/2018	None

4.2. County Scope of Operations – Primary Areas for Project plan

VSI recognizes that there are 8 major areas of Parks Department operations (listed below). Each area will be a focal point of the installation process, thru a phased installation:

County Operations:
1) Golf Operations   15 courses   Will use POS, Pass, and Tee Times
2) Sports/Athletics: 100+ Leagues   Will use League plus reservations for outside organizations.
3) Reservations   30+ Parks   Will use Facility and POS
4) Aquatics   Mult In/Out Pools Will use POS, Pass, Activity and Facility
5) Marina   1 Site   Will use POS and Rentals
6) Special Events   Main Office   Will use Facility Rentals
7) Botanical Garden/Domes   2 Sites   Will use POS and Pass
8) Beer Gardens   4 Sites   Will use POS

5. Technology Architecture

5.1. Infrastructure

Definition of Infrastructure for minimal and recommended Vermont Systems software setup (specifications) are included (see Addendums B and C). VSI also offers a complete range of POS Hardware options. Pricing includes initial hardware items required (Encrypted Magnetic Stripe readers for Credit Card processing).

6. Custom Interfaces

6.1. List of Custom Interfaces

Vermont Systems – Proposed Custom Interfaces

- RecTrac General Ledger Batch Interface to your current G/L System
- RecTrac Activity Brochure export (to RTF file).

6.1.1. Development Overview

Please provide description of custom interfaces

RecTrac General Ledger Batch Interface
> Description: The proposed RecTrac General Ledger interface is a batch process that creates a custom export file of financial (transactional) information from the RecTrac system for import into the County G/L Financial software.

RecTrac Activity Brochure Export Interface
> Description: The proposed RecTrac Brochure Export interface creates a custom RTF file containing program information, such as dates, times, fees, locations, comments, instructors, etc.

7. Data Conversions

7.1. List of Selected Data Conversions

Only planned conversions are households and family members. We have discussed possibility of importing future reservations, but this depends on how many changes to the current coding structure are made. If the County decides to retool their coding structure, then automating a conversion would actually take longer and cost more money than manually reentering the reservations. Both Dorris and Ryan are on board with adding reservations after initial training.

8.   Reporting Tools

Vermont Systems Reporting Tools

The proposed Vermont Systems applications include over 300 standard system reports. Each of these standard reports include multiple filter and selection criteria options and output options and formats. Reports may be printed, previewed, exported to excel and as applicable, graphed. All standard reports may also be emailed and setup for scheduled (automatic, unattended) execution of the report.

VSI also provides an internal, custom reporting tool that allows a user to create their own report outputs.

Finally, the proposed VSI application is ODBC compliant and the ODBC drivers and database dictionary are provided (standard) so that a third party reporting tool, such as Crystal Reports can be utilized.

9. Workflow

Vermont Systems Workflow:

VSI will provide workflow training and consulting during the onsite training for each of the proposed application modules. This would include processes for creating accounts, registering and transacting with patron accounts, possible updates and cancellations and end of day reporting and cash management processes/best practices.

10. Implementation Plan

10.1. VSI Project Plan Overview

Customer Service and Project Administration is a critical part of any successful installation. Vermont Systems will guide you through the planning and installation phase of the Project.

Onsite or Telephone Survey
For larger installations with multiple applications, an site survey might be recommended as part of the installation planning process. A telephone conference call to survey your needs will be sufficient for many new customers. Several important items covered during the planning survey include:
- Review/Complete the Implementation Schedule matrix
- Review the software with any key personnel who will be involved in reviewing the Installation Planning Guide and preparing for the installation and training.
- Conduct a survey of each workstation to verify/determine exactly what peripheral hardware is required – cash drawers, barcode/magnetic stripe readers, cameras, touch screen monitors, etc.
- Review networking and verify connectivity to all workstation locations.

The survey will generate a list of tasks to be accomplished, by whom, and by when. Please note that conference calls are also an excellent review method.

Installation Schedule
The County staff and Vermont Systems would jointly prepare an installation schedule. This plan would list all of the functions required to complete the installation, as well as assign our respective responsibilities including hardware, systems software, cabling/network, application software, delivery, training, etc. Upon receiving your approval, VSI would ship the RecTrac Installation Planning Guide. As your staff prepares for the installation, they will consult with VSI at any time via the toll free numbers regarding any issues that may arise.
Prior to on-site training, the RecTrac software would be shipped to you, along with the Installation and Configuration instructions. We assume that your IS staff would install the software using the installation instructions, along with VSI toll free technical support. This approach insures that the system is operational prior to the RecTrac on-site training and therefore does not use training time for network set up. However, if you desire VSI to load and configure the software, we will arrange the schedule accordingly.

Project Staff Assignments
An installation team will be assigned to your account based on the services being provided. In your case, the team will consist of a VSI Sales Manager, a Project Manager, and the designated on-site Trainer. They will coordinate VSI responsibilities, as well as assist you with the implementation of the installation plan. They will also arrange for any other VSI assistance required. The trainer will be assigned following the acceptance of our proposal.
We highly recommend that the County designate a 'RecTrac Administrator' or an Administrative team. This person(s) should be a decision maker who is very familiar with your day-to-day operations. Initially, the VSI Trainer will work closely with the RecTrac Administrator and other key personnel.

Training
Your IS and Finance personnel are welcome to attend any training given. As a minimum, it is very important that the Trainer work with IS for a few hours to review database management functions. We assume the IS personnel would not need to be proficient in the day-to-day application functions. The pricing proposal section includes multiple days of on-site service, including sufficient time for the minimal IS staff training that is suggested.

For a large number of users, VSI generally recommends the "Train-the-Trainer" approach, whereby, the VSI

trainer trains your key personnel who then train the end users. You may find that VSI Trainer time is spent most effectively with smaller groups, but we are willing to train your staff as desired. While our standard training hours are 8am to 5pm, we are very flexible. Please note that there is a cost adjustment for training beyond a normal workday or on weekends.

From experience, we have found that initially it is very effective to work with the key personnel only to set up the database parameters, make policy decisions, and review all the file maintenance functions. The VSI Trainer will ensure that you know how to enter the data, then move on to other functions. Your key personnel will guide your staff through the process of finishing the data entry that might include programs, facilities, memberships, comment codes, rules/regulation letters, user/demographic codes, financial codes, etc. The trainer would also make sure all the peripheral hardware was installed and operational.

The training will be split between multiple trips with time between each trip. Typically, during the database building phase, 2-3 weeks is the time frame between trips. After the first series of onsite trips, the database will have sufficient data entered and will be ready for end user training. The schedule of actual onsite training will be modified based on your needs. Regardless of the number of days quoted, only those days used will be billed.

10.2. VSI Project Resources

Project Manager/VSI Support Mgr:	April Leafey (PM) and Cullen Barber or Tom Valley (Sup Mgr)
Primary Trainer/Onsite Consultant:	To be assigned upon Phase 1, Onsite Training initiation/planning
VP, VSI Support & Implementation:	Laurie Valley
VSI Development Support:	Andy Bose
VSI Sales Manager:	David Wirtz

10.3. Milwaukee County Project Resources

Project Manager:	TBD
Lead User/System Administration:	TBD
Support & Implementation Core Team:	TBD
End Users Managers:	TBD
Functional Users:	TBD
IT/ Project Support:	TBD

Role of VSI Project Manager/VSI Support Mgr:

- Scheduling and leading the Pre-Onsite Planning Meeting's
- Provide an initial project plan and maintain throughout project with County/Recreation Project Manager
- Work with the County/Recreation Project Manager to coordinate an implementation schedule
- Oversee project and monitor progress with Project Manager
- Participate in County meetings related to Vermont Systems & Recreation Department Software project.
- Available for conference calls with Project Manager to review status and progress of project and to identify any outstanding issues.
- Assist Milwaukee County with any Teamwork reports that they wish to run.

Role of VSI Primary Trainer/Onsite Consultant:

- Deliver Training - Onsite
- Database planning – Onsite & Ongoing
- Advise on Database building and "Best Practices" related to proposed VSI application
- Setup and Participate in "Training Database/Environment" and Testing
- Assist with Data Conversion (none proposed at this point).
- Functional Lead Training

- Core-User Training
- Pre-live services and planning
- Go-Live support (on-site)
- Post Live Support (with entire VSI support team)
- Post-Live reconciliation and training
- Assist with setup of any hardware peripherals such as cash drawers, receipt printers, barcode readers, credit card terminals, etc.

Role of VP, VSI Support & Implementation:

- Work with Project Managers (both County and VSI) to schedule training.
- Assign & oversee additional VSI support resources as needed.

Role of VSI Development Support:

- Develop Custom Interfaces
- Coordinate additional VSI development resources required for project completion.

EXHIBIT E:
Vermont Systems Cloud Computing Services
VSI Eastern & Western Data Centers

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EXHIBIT E
Vermont Systems Cloud Computing Services
VSI Eastern & Western Data Centers

1. **Full Hosting Services:**
   VSI owns and manages redundant servers and communications devices that are installed at its Eastern and Western data centers. 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 24/7 Pager support for all other hours. Hosted Services Support is specific to application availability. If users are unable to access the application software, they would contact Hosted Services Support. As the number of hosting customers grows, live hosting phone support will be expanded accordingly.

2. **Eastern & Western Data Center Hosting Services:**
   Tech Vault and FORTRUST are VSI business partners that assist VSI to provide full hosting services for VSI customers. Tech Vault Data Center has a Green Building Council Silver Certification (Leed Silver) and is HIPAA, PCI-DSS, and SSAE-16 SOC 2 compliant. Tech Vault has also applied for LEED Gold certification. FORTRUST Data Center has been awarded an M&O Stamp of Approval with Tier III Gold Certified and SSAE-16 Services Organization Control (SOC) 1 Type 2, SOC 2 Type 2, SOC 3 SysTrust Services Organization, BBB A+ Accreditation, HIPAA, and GLBA reporting colocation facility with 100% uptime.

   At Tech Vault, massive Internet bandwidth is provided by six ISP providers, each having dual points of entry into the facility. Tech Vault is a node on every carrier's regional SONET ring. All onsite ISP network systems are delivered by redundant Cisco router infrastructure, and BGP services keep your systems available and online in any event. Tech Vault provides a 99.999% bandwidth uptime guarantee with its SLA's.

   Data Center Space:
   - Multi-level security access to the server facility.
   - HIPAA-compliant facility with exterior walls built to Homeland Security specifications.

   Data Center Cooling & Environment:
   - Industry-leading cooling with integrated humidification**.**
   - 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.

   Power:
   - Fully redundant battery and automatic generator backup.

   Internet Services:
   - Data Centers are ISP Carrier neutral facility.
   - Multiple tier-one providers.
   - Internet utilizes Border Gateway Protocol to provide 100% internet availability.

   Additional Data Center Features:
   - 24/7/365 Facility Environmental Monitoring by Data Center staff.
   - Hardware Monitoring (SNMP) and Diagnostics.
   - 100% uptime for bandwidth and power.

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.
   - 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)
   - Monthly Internal/External Vulnerability Scan both data centers by Trustwave.

- Quarterly Internal/External Penetration Test both data centers by Trustwave.

3. VSI Managed Hosting Services (continued)
- Managed hosting services anti-virus protection.
- All VM services are hosted in a private cloud.
- VSI will routinely install server operating system updates, as released by the vendors.
- Progress Replication between data centers for Disaster Recovery site*
- Progress TDE Encryption available for data at rest protection**

* Failover to warm Disaster Recovery site is controlled manually by VSI staff. Since each data center has localized redundancies built-in, a catastrophic event would need to occur before failover would be initiated. Alternate URL's for RecTrac/WebTrac will be provided to customers in case a Disaster Recovery event occurs.

** Depending on the Site License Agreement, additional licensing fees may apply.

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 (Retail, MOTO) and online (ecommerce) 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 99.7% uptime. Therefore, if the software applications are unavailable for customer use for more than 26 hours of a total 8760 hours in a calendar year due to hosting services, VSI will credit the customer with a prorated amount for any lost time exceeding 26 hours to the nearest 15 minutes.

EXHIBIT F:
VSI Full Hosting Services 3.x Software
Service Level Feature Comparison 10/12/2016

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EXHIBIT F - VSI FULL HOSTING SERVICES 3.x Software Service Level Feature Comparison 10/12/2016				
Item	**Description**	**Silver**	**Gold**	**Platinum**
1.	Flat monthly fee (no transaction fees) based on Service Level and number of concurrent users.	Yes	Yes	Yes
2.	No forced convenience fee passed on to patrons. VSI customer can elect to charge a convenience fee to the patron for WebTrac transactions, but this is a user-defined parameter.	Yes	Yes	Yes
3.	Servers managed by VSI in two secure data centers located in eastern and western regions of the United States. All server hardware and operating system maintenance is provided by trained VSI professionals.	Yes	Yes	Yes
4.	RecTrac Email Archiving tracks emails sent in report format to include address, recipient, subject, email body, and RecTrac user who sent the email, along with the list of BLOB attachments. Does not guarantee delivery or receipt.	Yes	Yes	Yes
5.	All VSI application upgrades will be performed by VSI. If these upgrades involve "planned" downtime, they will be coordinated with the customer to occur during off-peak hours. Any planned downtime for software upgrades will occur after 11:30 ET for the Eastern data center and 11:30pm MT for the Western data center.	Yes	Yes	Yes
6.	Test application upgrade performed prior to the live database upgrade so that a customer will have an accurate understanding of the planned downtime period needed to perform the upgrade.	Chargeable	Chargeable	Yes
7.	After Image (.AI) snapshot window in minutes. These snapshots reduce the potential data loss if a system failure takes place. A lower value equates to greater "insurance coverage". This coverage extends backwards 7 days from the current day.	180	120	60
8.	Daily Live Database Backups and nightly off-premise backups are performed by VSI on a rolling 7 day basis. In addition, VSI maintains a rolling quarter-end backup and a rolling annual backup for three years.	Yes	Yes	Yes
9.	Toll Free phone support including WebEx diagnostic sessions.	Yes	Yes	Yes
10.	ODBC Connection for third party access to reporting database updated once every 24-hours to accommodate dashboards and custom reporting.	Unavailable	Unavailable	Yes

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EXHIBIT F - VSI HOSTING SERVICES 3.x Software
Service Level Feature Comparison 7/1/15

11.	Redundant servers, power supplies, bandwidth in and out of the hosted servers, network connections, RAID 10 disk arrays, and SAN/NAS configuration.	Yes	Yes	Yes
12.	Progress OpenEdge Replication provides automatic, real-time database failover or disaster recovery at an alternate site with minimal or no disruption. Maintains data integrity between source and target databases.	Yes	Yes	Yes
13.	Progress Transparent Data Encryption (TDE) provides the option to encrypt user-selected sensitive data fields to protect from unauthorized access, while data is at rest.	Yes	Yes	Yes
14.	Monthly third party external PCI scan provided by Trustwave	Yes	Yes	Yes
15.	Automatic checks every "X" minutes to be sure WebTrac home page is accessible.	90 Min	60 Min	30 Min
16.	Library of WebTrac Splash Pages available for loading into a customer's hosted database.	Chargeable	50% Disc Each	Yes
17.	WebTrac Style Sheet and image changes required due to VSI upgrade changes will be updated by VSI.	Yes	Yes	Yes
18.	Staff training using phone and WebEx when applicable. These hours can be used to train new staff; refresher sessions for existing staff; or to learn a new function in a VSI hosted application. Each training segment is a maximum of four hours and is limited to number of sessions listed.	Chargeable (Standard Training Rate Applies)	One Session Annually	Two Sessions Annually
19.	Library of Membership Card, Gift Card, and Ticket templates available for loading into a customer's hosted database.	Yes	Yes	Yes
20.	Maximum recovery time associated with any unplanned outage at Primary data center.	12 Hours	6 Hours	2 Hours
21.	Maximum recovery time associated with any unplanned outage that requires switching to a Secondary data center. This would only occur, if the Primary data center outage is expected to exceed 8 hours.	16 Hours	10 Hours	6 Hours
22.	24/7 Pager Support related to hosting issues included at no additional charge. Hosting support ends at the RecTrac login screen. Then standard application software support services become effective, as soon as a user can login into RecTrac or other VSI application software.	Yes	Yes	Yes
23.	LIVE to DEMO database copies performed by VSI during off-peak hours every Tuesday and Thursday.	Yes	Yes	Yes

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2

EXHIBIT F - VSI HOSTING SERVICES 3.x Software
Services Outside The Hosting Agreement
Pay As Incurred10/12/16

Item	Description
1.	Application Software & Database License & Annual Maintenance fees or Application Software & Database SaaS (Software as a Service) fees.
2.	End-User Training (on-site or remote)
3.	Hardware Purchases
4.	Shipping Fees
5.	Travel Expenses
6.	Database schema training associated with an ODBC connection. Any assistance provided to a customer helping them to understand tables and fields in a VSI database so that they can create an external dashboard, report, export, or similar result, is chargeable.

C:\Users\richardbs.VSI.NET\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\T63098QR\Hosting Services 3 x Feature Checklist - Exhibit F.xlsx

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