

PROPOSAL/CONTRACT

FOR THE

2016 AQUATIC CENTER CONCESSIONS STAND POS STATION
EQUIPMENT PURCHASE

Full Name of Bidder Vermont Systems, Inc.
Principal Office Address 12 Market Place, Essey Junction, VT 05452
Local Office Address same
Contact Person Sarah Otoka Telephone 877-883-8757 x 3026

TO: VILLAGE OF GRAYSLAKE
10 SOUTH SEYMOUR AVENUE
GRAYSLAKE, IL 60030
ATTN: MICHAEL J. ELLIS, VILLAGE MANAGER

1. EQUIPMENT PROPOSAL

- A. Contract and Equipment. If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide, in the manner specified and described, and upon the terms and conditions set forth in this Proposal/Contract, and Owner's written notification of acceptance in the form included in this bound set of documents ("Proposal Documents"), all of the following, all of which is herein referred to as the "Equipment":
- B. Performance Standards. If this Proposal/Contract is accepted, Bidder proposes, and agrees, that all Equipment shall be fully provided in accordance with the specifications attached hereto and by this reference made a part of this Proposal/Contract.
- C. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Equipment and to reject all or any part of the Equipment that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Proposal/Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, all or any part of the Equipment that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Proposal/Contract. Equipment so rejected may be returned or held at Bidder's expense and risk.

CONTRACT PRICE PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Equipment and other matters set forth under Section 1 above, including overhead and profits, taxes, contributions, and premiums, the compensation set forth below:

A. SCHEDULE OF PRICES

The Schedule of Prices, found within these Proposal Documents, shall determine the total Contract Price. For providing all Equipment in accordance with the Proposal Documents, the total Contract Price shall be:



COMPLETE SCHEDULE OF PRICES ON FOLLOWING PAGE





Proposal Summary Pricing
VSI Quote Number: 55382

Please See Detail Breakdown
 on Following Pages

Description: **RecTrac Add'l User License & Receipt Printer**
 Prepared For: **Village of Grayslake, Grayslake, IL**
 Contact Name: **Jason**
 Contact Email: **jason@goleadingit.com**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(815)308-2095**
 Fax Number:
 Quote Date: **03/11/2016**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
RecTrac - Workgroup Multi-User Software				
Application Software	\$300.00	\$50.00	\$0.00	\$350.00
Progress OpenEdge Software	\$60.00	\$10.00	\$0.00	\$70.00
Total RecTrac:	\$360.00	\$60.00	\$0.00	\$420.00
Hardware - (VSI Qualified)				
Printers Receipt	\$265.00	\$0.00	\$13.00	\$278.00
Total Hardware:	\$265.00	\$0.00	\$13.00	\$278.00

VSI TOTALS				
Application Software	\$300.00	\$50.00	\$0.00	\$350.00
Printers Receipt	\$265.00	\$0.00	\$13.00	\$278.00
Progress OpenEdge Software	\$60.00	\$10.00	\$0.00	\$70.00
Grand Totals:	\$625.00	\$60.00	\$13.00	\$698.00

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



RecTrac Workgroup Multi-User Software
Recreation Tracking Software
VSI Quote Number: 55382
 Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

Description: **RecTrac Add'l User License & Receipt Printer**
 Prepared For: **Village of Grayslake, Grayslake, IL**
 Contact Name: **Jason**
 Contact Email: **jason@goleadingit.com**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(815)308-2095**
 Fax Number:
 Quote Date: **03/11/2016**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<u>Application Software</u>					
1	Each	Additional Users Over 2 (concurrent) (V-RT-MU-AU)	\$300.00	\$300.00	\$50.00
Total Application Software:				\$300.00	\$50.00
<u>Progress OpenEdge Software</u>					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$60.00	\$60.00	\$10.00
Total Progress OpenEdge Software:				\$60.00	\$10.00
Total Software, Hardware and Support Services				\$360.00	\$60.00
Grand Total - RecTrac:				\$420.00	

* NOTE: Shipping Is FOB - Origin

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



Hardware (VSI Qualified)
VSI Quote Number: 55382
 Please Review Notes on Last Page
Software Pricing is Valid For 120 Days
Hardware Pricing is Subject to Change

Description: **RecTrac Add'l User License & Receipt Printer**
 Prepared For: **Village of Grayslake, Grayslake, IL**
 Contact Name: **Jason**
 Contact Email: **Jason@goleadingit.com**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(815)308-2095**
 Fax Number:
 Quote Date: **03/11/2016**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
Printers Receipt						
1	Each	Star TSP143UII, 40 col Thermal, USB, Cutter (H-PRT-ST-05-U-B)	\$265.00	\$265.00	\$13.00	\$0.00 2
Total Printers Receipt:				\$265.00	\$13.00	\$0.00

Other Available Products of Interest
 Thermal Receipt Paper, 1 Ply, 50 Rolls/Case Price: \$85.00

Total Software, Hardware and Support Services	\$265.00	\$13.00	\$0.00
Grand Total - Hardware:	\$278.00		
<small>* NOTE: Shipping is FOB - Origin</small>		<small>(Plus Tax Where Applicable / Includes Shipping FOB - Origin)</small>	



Please See Detail Breakdown
on Following Pages

Description: **RecTrac Add'l User License & Receipt Printer**
Prepared For: **Village of Grayslake, Grayslake, IL**
Contact Name: **Jason**
Contact Email: **jason@goleadingit.com**
Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(815)308-2095**
Fax Number:
Quote Date: **03/11/2016**

-
- 1 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.
 - 2 Includes power supply, power cord, auto cutter and cable. Wall mountable.



PayTrac Workgroup Multi-User Software

VSI Quote Number: 55479

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

Description: **ETS EMV Device Setup Assistance**
 Prepared For: **Village of Grayslake, Grayslake, IL**
 Contact Name: **Rick Kryska**
 Contact Email: **bkryska@villageofgrayslake.com**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number:
 Fax Number:
 Quote Date: **03/17/2016**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
<u>Support Services - Training & Expenses</u>						
2	Hour(s)	Phone/Webex Setup or Training/Hr. (Min 15 Min/\$25) (X-S-TNP-01)	\$100.00	\$200.00	\$0.00	\$0.00 1
Total Support Services - Training & Expenses:				\$200.00	\$0.00	\$0.00
Total Software, Hardware and Support Services				\$200.00	\$0.00	\$0.00
Grand Total - PayTrac:					\$200.00	
<small>*NOTE: Shipping Is FOB - Origin</small>				<small>(Plus Tax Where Applicable / Includes Shipping FOB - Origin)</small>		





Please See Detail Breakdown
on Following Pages

Description: **ETS EMV Device Setup Assistance**
Prepared For: **Village of Grayslake, Grayslake, IL**
Contact Name: **Rick Kryska**
Contact Email: **bkryska@villageofgrayslake.com**
Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number:
Fax Number:
Quote Date: **03/17/2016**

1 Time quoted is estimated. Actual time used will be billed.



Hardware (VSI Qualified)
VSI Quote Number: 55383
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: **Non-Encrypted/Non EMV MSR**
 Prepared For: **Village of Grayslake, Grayslake, IL**
 Contact Name: **Jason**
 Contact Email: **jason@goleadingit.com**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(815)308-2095**
 Fax Number:
 Quote Date: **03/11/2016**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
Magstripe Readers						
1	Each	IDTech Minimag, MSR, 3-Track, USB Keyboard, Black (H-MSR-ID-02-U)	\$65.00	\$65.00	\$7.00	\$0.00
Total Magstripe Readers:				\$65.00	\$7.00	\$0.00
Total Software, Hardware and Support Services				\$65.00	\$7.00	\$0.00
Grand Total - Hardware:					\$72.00	
<small>*NOTE: Shipping is FOB - Origin</small>				<small>(Plus Tax Where Applicable / Includes Shipping FOB - Origin)</small>		



**Proposal Summary Pricing
VSI Quote Number: 55383**

Please See Detail Breakdown
on Following Pages

Description: **Non-Encrypted/Non EMV MSR**
Prepared For: **Village of Grayslake, Grayslake, IL**
Contact Name: **Jason**
Contact Email: **jason@goleadingit.com**
Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(815)308-2095**
Fax Number:
Quote Date: **03/11/2016**

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- 1 IDTech Minimag, MSR, 3-Track, USB Keyboard, Black, One Million Swipes, LED Indicators and Beeper, 2-Year Warranty Parts & Labor. Non-Encrypted.



Sarah Otoka

From: Brett Kryska [bkryska@villageofgrayslake.com]
Sent: Thursday, March 17, 2016 11:22 AM
To: Sarah Otoka
Subject: RE: ETS EMV device setup assistance

Thanks, Sarah. I will attach this email as part of the equipment form for clarification.

Brett

Brett L. Kryska
Administrative Services & Contracting Manager
Village of Grayslake
10 S. Seymour Ave.
Grayslake, IL 60030
847-223-8515

From: Sarah Otoka [mailto:SarahO@VermontSystems.com]
Sent: Thursday, March 17, 2016 10:18 AM
To: Brett Kryska <bkryska@villageofgrayslake.com>
Subject: RE: ETS EMV device setup assistance

After reviewing this document, the only thing that I need clarified is that the shipping estimate is exactly that - an estimate.

Thanks!

Sarah

Kind regards,

Sarah Otoka, Sales Administrator
Vermont Systems, Inc.
877.883.8757 ext. 3026
802.879.5368 (fax)

sarah@vermontsystems.com | www.vermontsystems.com | sales@vermontsystems.com



For support, please call 1-877-883-8757 or login to the VSI website and submit a Support Ticket

From: Brett Kryska [mailto:bkryska@villageofgrayslake.com]
Sent: Thursday, March 17, 2016 10:31 AM
To: Sarah Otoka
Subject: RE: ETS EMV device setup assistance

Hi Sarah:

No worries. I attached your quotes totaling \$970 to our standard equipment form which my manager will sign once it is signed by Vermont Systems. This is our authorization form to make the purchase. Is it possible to pay our invoice by May 1, which is the beginning of our new fiscal year?

Thanks,

Brett

Brett L. Kryska
Administrative Services & Contracting Manager
Village of Grayslake
10 S. Seymour Ave.
Grayslake, IL 60030
847-223-8515

From: Sarah Otoka [<mailto:SarahO@VermontSystems.com>]
Sent: Thursday, March 17, 2016 8:33 AM
To: Brett Kryska <bkryska@villageofgrayslake.com>
Subject: FW: ETS EMV device setup assistance

I just have to say how sorry I am for calling you Rick!! When we spoke yesterday that's what my ear heard and then today when I look at the email you sent I see your name is Brett. Please accept my sincerest apology!!

Sarah

Kind regards,

Sarah Otoka, Sales Administrator
Vermont Systems, Inc.
877.883.8757 ext. 3026
802.879.5368 (fax)

sarah@vermontsystems.com | www.vermontsystems.com | sales@vermontsystems.com



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For support, please call 1-877-883-8757 or login to the VSI website and submit a Support Ticket

From: Sarah Otoka
Sent: Thursday, March 17, 2016 8:43 AM
To: 'bkryska@villageofgrayslake.com'
Subject: ETS EMV device setup assistance

Hi Rick,

Attached is the quote for the (2) hrs to assist you all with setting up the device you order from ETS for processing EMV.



To place an order please provide a purchase order, credit card, or email authorization to invoice. Once you have placed your order with either sales@vermontsystems.com or saraho@vermontsystems.com, VSI Support will be prompted to contact you to schedule.

Thanks!

Sarah

Kind regards,

Sarah Otoka, Sales Administrator
Vermont Systems, Inc.
877.883.8757 ext. 3026
802.879.5368 (fax)

saraho@vermontsystems.com | www.vermontsystems.com | sales@vermontsystems.com



For support, please call 1-877-883-8757 or login to the VSI website and submit a Support Ticket



B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Equipment are included in the Schedule of Prices.

C. TIME OF PAYMENT

1. Final Payment. The Bidder's acceptance of final payment shall constitute a waiver and complete release and discharge of all claims of the Bidder against the Owner and the agents and employees of the Owner under or in connection with the Proposal/Contract.

3. CONTRACT TIME PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall deliver said Equipment within fifteen (15) days following Owner's acceptance of this Proposal/Contract.

4. BIDDER'S REPRESENTATIONS AND WARRANTIES

In order to induce Owner to accept this Proposal/Contract, Bidder hereby represents and warrants as follows:

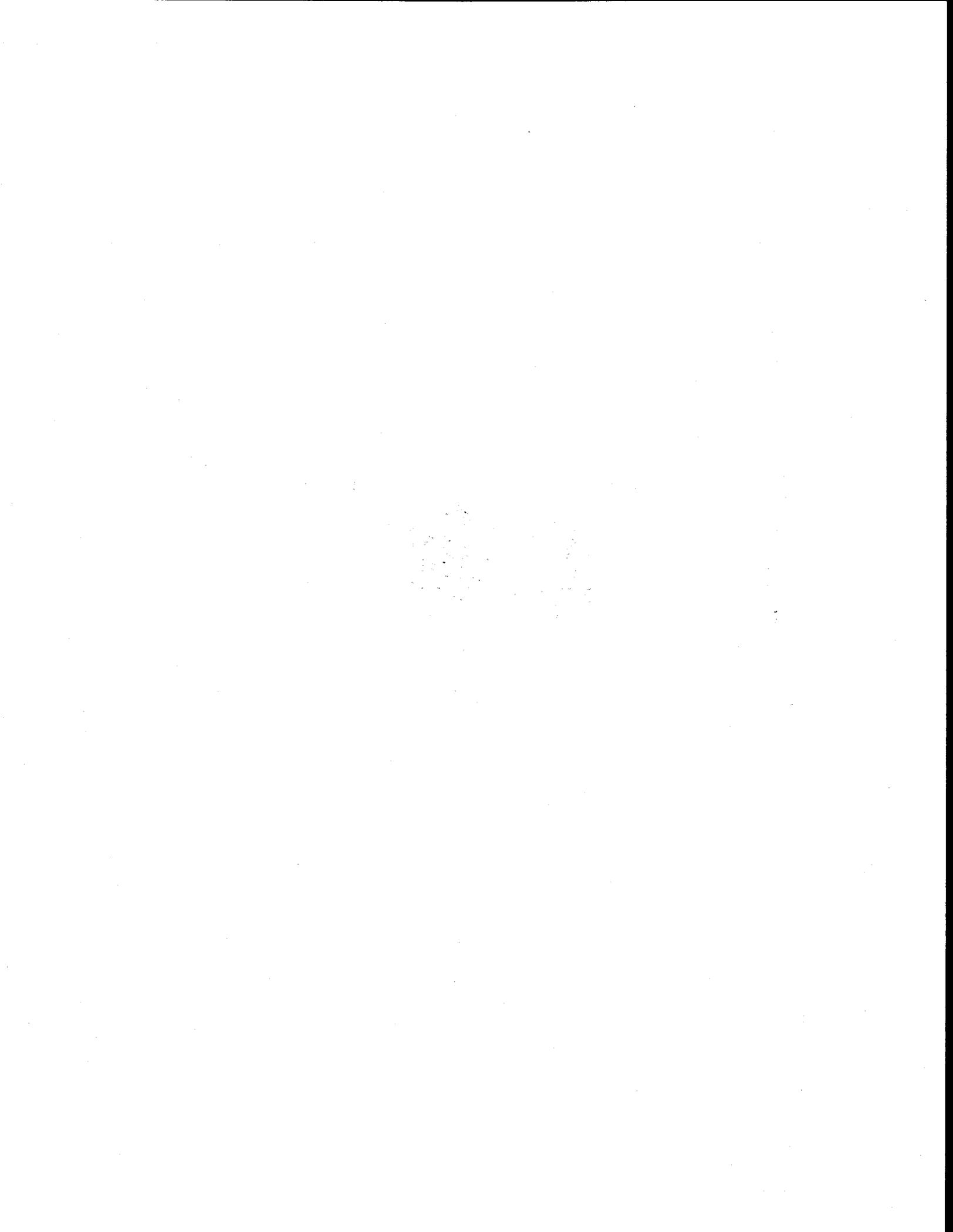
- A. The Equipment. The Equipment, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Proposal/Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Proposal/Contract and the warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. Compliance with Laws. The Equipment, and all of its components, shall be provided in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.
- C. Not Barred. Bidder is not barred by law from bidding and/or contracting with Owner or with any other unit of state or local government as a result of (I) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (II) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Additional Certifications may be required at the request of the Owner or a State Agency.
- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to deliver the Equipment successfully and promptly and to deliver the Equipment within the Contract Price and Contract Time Proposals set forth above.

5. ACKNOWLEDGMENTS

In submitting this Proposal/Contract, Bidder acknowledges and agrees that:

- A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Proposal/Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Proposal/Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Proposal/Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Proposal/Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Proposal/Contract.
- E. Time. Time is of the essence of this Proposal/Contract and, except where stated otherwise, references in this Proposal/Contract to days shall be construed to refer to calendar days.





ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 12th day of March, 2016.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the delivery of the Equipment and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE ("Owner")

Attest:

[Signature]
Deputy Village Clerk



By: [Signature]

Michael J. Ellis
Village Manager