

# PROPOSAL

**The Gorman Group**  
 200 Church Street - Port of Albany  
 Albany, N.Y. 12202  
 (518) 462-5401 / Fax (518) 462-1296



**Vermont Division**  
*The Gorman Group*  
 90 Slayton Lane  
 Barret VT 05821

Proposal Submitted to	<i>East Montpelier VT</i>	Date	<i>7/26/17</i>
Street	<i>40 Kelton Rd PO Box 157</i>		
City, State & Zip Code	<i>East Montpelier VT 05651</i>		
Architect	<i>RRK</i>	Board of Selectman	Job Phone
			<i>802 223 3313</i>

We will provide a 5000 gal polyethylene vertical storage tank to the Town of *East Montpelier VT* for purpose of storing liquid calcium chloride furnish by us. The tank will remain the property of the Gorman Group, unless the Town decides to buy it at an agreed upon price. We will provide liquid calcium chloride on as needed basis at our yearly fair market value. To be determined around the first of May of each year. The Town will be responsible for any damage that may occur to the tank.

This agreement can be null and void by either party at anytime in the future.  
 Tank needs to set on a firm base of gravel, concrete, or asphalt pad.

This years price is \$*089* gal, delivered.

**TOTAL ESTIMATE \$**  
 Payment on Liquid within 30 days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature  
*Reck Lawrence*

Note: This proposal may be withdrawn by us if not accepted within *15* days.

Prices are exclusive of all taxes. All taxes will be levied unless appropriate exemption certificate is furnished prior to the completion of the job.

**ACCEPTANCE OF PROPOSAL** - The above prices, *\** Signature \_\_\_\_\_ specifications and conditions are satisfactory and hereby *\** Signature \_\_\_\_\_ accepted. You are authorized do the work as specified. Payment will be made as outlined above.

Date of Acceptance: *7/26/17*



The Gorman Group LLC

CALCIUM APPLICATION CONTROL SYSTEM RENTAL AGREEMENT

This Agreement is entered into by and between The Gorman Group LLC, a New York corporation, maintaining an office for the transaction of business at 200 Church Street, Albany, NY 12202 and the Town of East Montpelier, a municipal corporation, maintaining an office for the transaction of business at East Montpelier VT (hereinafter "Town") to be considered effective as of 7/26/17 (the "Effective Date");

WHEREAS The Gorman Group LLC is engaged in the business of marketing liquid products for road de-icing and dust control ("Liquid Calcium"); and

WHEREAS Town desires to acquire, without major capital outlay, the ability to effectively utilize The Gorman Group Liquid Calcium and, to do so, requires the acquisition of storage and related equipment; and

WHEREAS The Gorman Group LLC, to further the marketing of its products, is willing to assist Town in the acquisition of storage and related equipment;

The Parties hereby agree as follows:

The Gorman Group LLC hereby leases to Town, under the terms and conditions of this Agreement, the following storage and related equipment (hereinafter "Equipment") having the following value, for rental of One Dollar (\$1.00) per annum,

One 1,025 gallon Skid Mount Dust Control System, having a value of \$8,700, together with freight charges in the amount of \$300.

Total value of equipment and freight charges is \$7,000.

These are basic systems; any additional parts needed to customize or modify this Equipment are not included in their purchase is the responsibility of the Town.

In Consideration of the discounted price for the rental of Equipment, Town covenants and agrees to purchase from The Gorman Group LLC not less than 9000 gallons of The Gorman Group LLC Liquid Calcium per year for a period of three (3) years at fair market price.

THE GORMAN GROUP LLC

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Title to the Equipment shall remain with The Gorman Group LLC until Town has purchased 27000 Gallons of The Gorman Group LLC Liquid Calcium. At such time Town shall have the option to Purchase the Equipment for \$ 3500.00 whereupon title in the Equipment shall vest in the Town or

Town can continue to rent equipment for \$1.00 per year with title to remain in *The Gorman Group LLC* until such time as Town shall purchase Equipment under an agreement with *The Gorman Group LLC* or this Agreement shall terminate. While title to Equipment is in *The Gorman Group LLC*, Town shall use Equipment exclusively for *The Gorman Group Liquid Calcium*.

In the event that *The Gorman Group LLC*, in its sole opinion, determines that the quantity of *The Gorman Group Liquid Calcium* being purchased by Town is insufficient to warrant *The Gorman Group LLC's* investment in the rented Equipment, then *The Gorman Group LLC* may so notify Town and ten (10) business day thereafter *The Gorman Group LLC* shall have the right to repossess the Equipment and this agreement shall terminate.

*The Gorman Group LLC* shall be responsible for any manufacturer defects to the Equipment during the time title vests in *The Gorman Group LLC* provided the Equipment is used in the normal course of business and as intended by the manufacturer. Town shall keep Equipment insured and shall be responsible for any other loss, damage or liability related to Equipment.

Dated: 7/26/17

THE GORMAN GROUP LLC

By: Rick Lawrence

East Montpelier VT (Municipality)

\* By: \_\_\_\_\_ Authorized Signature

\* \_\_\_\_\_ (print name)

7/26/17

Thank you for the opportunity to supply your product requirements. We are pleased to offer you the following pricing for your consideration:

THE GORMAN GROUP LLC

200 Church Street, Port of Albany, NY 12202  
Phone: 518-462-5401 Fax: 518-462-1296



Liquid Calcium , Delivered	\$ <u>289</u> per gallon
	\$ _____ per gallon

*Freight included for full truckloads*

**Our terms are as follows:**

1. All applicable taxes are extra.
2. Payment net 30 days of shipping or pick up date on approved credit.
3. All orders are to be placed through central customer service at:
4. Please allow appropriate lead order time for all deliveries.
5. Pricing FOB Albany, NY. All outbound freight costs are extra unless otherwise specified. Special requirements will be extra.
6. Quotes are valid for 30 days only as of the date of the quote letter. Quotes will be considered accepted when signed and returned to *The Gorman Group LLC*.
7. Pricing subject to change upon 15 day notice, after quote is accepted.
8. Fair market value pricing to be established by May 15 of each year.

Again, thank you for the opportunity to supply for product needs. If you have any questions regarding this proposal, please do not hesitate to contact me.

*Rick Lawrence*  
 \_\_\_\_\_ The Gorman Group LLC

By signing below, you are confirming you have authority to contract on behalf of your firm or agency, accepted the quote prices above and are in agreement with the above terms and conditions.

PLEASE RETURN SIGNED FORM IN PERSON OR VIA FAX TO ~~518-462-4291~~ 802-633-2348

X Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Annual Volume Commitment: \_\_\_\_\_ Contract Exp. Date: \_\_\_\_\_

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