

41 SAC



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

March 11, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation (Division) to enter into **SOLE SOURCE** contract with Cale America, Inc. (VC #225499), Tampa, Florida in the amount of \$235,000 for the wireless parking pay station program at various locations along the seacoast for the period upon Governor and Executive Council approval through December 31, 2017. 100% Agency Income (Hampton Meters)

Funding is available in account titled, Hampton Meters, as follows and pending budget approval for Fiscal Year 2016.

Funding	Description	FY14	FY15	FY16
03-35-35-351510-73000000-103-502664	Contracts for Op Svcs	\$75,000	\$130,000	\$30,000


**EXPLANATION**

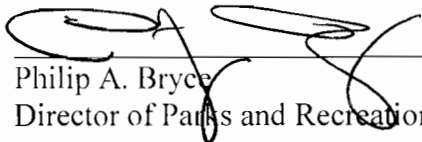
The Division of Parks and Recreation has managed parking operations along the seacoast since the mid-1960s. For many years this program was run by coin operated parking meters. Following an audit of the program in 2008, the Division determined that it needed better accountability of its revenue collection as well as to expand payment methods allowable to its park visitors. To explore options available, a Request for Proposals (RFP) was issued in November 2008 for a wireless parking pay station program. The Division received and scored four (4) proposals based on the criteria in the RFP. Cale America, Inc. (Cale) was chosen as the selected vendor (a copy of the RFP and scoring summary is attached for your information). The Governor and Executive Council approved a 1-year contract with Cale on March 4, 2009, Late Item A, with a 4-year renewal option. Following that, the Division entered into 3 more contracts with Cale by exercising the renewal option; they were approved by the Governor and Executive Council on December 9, 2009, Item #51, February 11, 2011, Item #29A, and April 18, 2012, Item #83, respectively.

The Division has had great success with this parking pay station program and has built a strong working relationship with Cale over the last 5+ years. Alternatively, the Division would be required under contract with a new vendor to replace the existing meters at an estimated cost of \$486,400 to \$600,000. Therefore, the Division respectfully requests sole source approval of this latest contract with Cale.

The Attorney General's office has reviewed and approved this contract as to form, substance, and execution.

Respectfully submitted,

Concurred, 

  
Philip A. Bryce  
Director of Parks and Recreation

  
Jeffrey J. Rose  
Commissioner

PAB/JJR:lml  
attachments



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Drive, Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Peter C. Hastings**  
*Commissioner*

March 10, 2014

Jeffery Rose, Commissioner  
State of New Hampshire  
Department of Resources and Economic Development  
172 Pembroke Road  
Concord, NH 03302-1856

Dear Commissioner Rose:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Cale America, Inc. (VC#169659) of Tampa, Florida, as described below and referenced as DoIT No. 2014-134.

This is a request for approval to enter into a contract to procure services, software, and hardware for Phase V of the wireless parking pay station program at various locations along the New Hampshire seacoast. Funding for the contract is \$235,000 and the contract shall become effective upon Governor and Executive Council approval and extend through December 31, 2015.

A copy of this letter should accompany the Department of Resources and Economic Development's submission to Governor and Executive Council.

Sincerely,

Peter C. Hastings

PCH/ltn  
DoIT 2014-134

cc: Nicole Warren, DoIT  
Leslie Mason, DoIT



STATE OF NEW HAMPSHIRE  
**DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT**  
 OFFICE of the COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2411  
 FAX: 603-271-2629

March 10, 2014

Peter Hastings, Commissioner  
 Department of Information Technology  
 27 Hazen Drive  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation (Division) to enter into **SOLE SOURCE** contract with Cale America, Inc. (VC #225499), Tampa, Florida in the amount of \$235,000 for Phase V of the wireless parking pay station program at various locations along the seacoast for the period upon Governor and Executive Council approval through December 31, 2015. 100% Agency Income (Hampton Meters)

Funding is available in account titled, Hampton Meters, as follows and pending budget approval for Fiscal Year 2016.

Funding	Description	FY14	FY15	FY16
03-35-35-351510-73000000-103-502664	Contracts for Op Svcs	\$75,000	\$130,000	\$30,000

**Background / Prior Related Actions:**

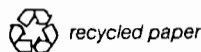
The Division of Parks and Recreation has managed parking operations at Hampton Beach State Park since the mid-1960s. For many years this program was run by coin operated parking meters. Following an audit of the program in 2008, it was determined that the Division needed better accountability in its revenue collection as well as expansion of payment methods allowable to its customers. To explore what options were available to the Division, a Request for Proposals (RFP) was issued for a wireless parking pay station program in November 2008. The Division received and scored four (4) proposals. Based on the criteria in the RFP, Cale America, Inc. (Cale) was chosen as the selected vendor.

The Governor and Executive Council approved the contract with Cale for Phase I on March 4, 2009. Late Item A, with a 4-year renewal option. Following this, the Division entered into 3 more contracts with Cale for Phases II, III and IV, which were approved by the Governor and Executive Council on December 9, 2009, Item #51, February 11, 2011, Item #29A, and April 18, 2012, Item #83, respectively.

The Division has had great success with this program and its relationship with Cale over the last 5 years. Therefore, the Division is respectfully requesting sole source approval of this contract to continue this program.

**Alternatives and Benefits:**

There are no alternatives, as the Division needs parking meter services at the seacoast to support operations. This is a turn-key solution with hardware and software in one package. The State does not have the resources to take on this project. The continuation of an already established relationship with Cale is a benefit to the Division as it does not involve learning another company's equipment and/or programs.



**Open Standards:**

Compliance with RSA 21-R:11 is not required since this is not a new software procurement and RSA 21-R:13 does not apply since this project does not involve the collection of State data.

**Impact on Other State Agencies and Municipalities:**

There is no impact on State Agencies or Municipalities.

**Supporting Documentation:**

- A copy of the original RFP
- Part 1 – State Terms and Conditions contained in the Form P-37
- Part 2 – The Contract Agreement
- Part 3 – Certificates and Attachments
  
- A copy of prior related actions

**Summary of Requested Action:**

Date of most recently approved NHITP: October 18, 2005

NHITP Initiative / Project Name: N/A

NHITP Initiative / Project Number: N/A

A&E System Request ID: N/A

**Requisition Information:**

Vendor Name

Cale America, Inc.

**Funding Sources and Amounts:**

Source	* Object Code(s)	FY14	FY15	FY16
OTHER (Parks)	035-73000000-502664	\$75,000	\$130,000	\$30,000

**Contact Person:**

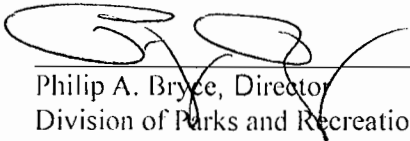
Philip A. Bryce, Director  
DRED – Division of Parks and Recreation  
172 Pembroke Road – PO Box 1856  
Concord, New Hampshire 03301-1856  
Telephone: (603) 271-3556  
Email: philip.bryce@dred.nh.gov

**Certification:**

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

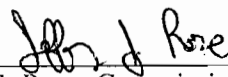
Respectfully submitted,

Approved by,



---

Philip A. Bryce, Director  
Division of Parks and Recreation



---

Jeffrey J. Rose, Commissioner  
Dept. of Resources and Economic Development

---

Nicole Warren, IT Lead  
Department of Information Technology

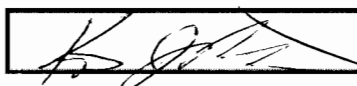
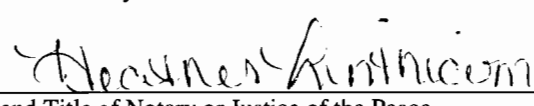

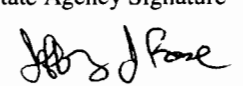
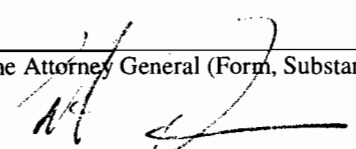
Subject: Wireless Parking Pay Stations PR-0918 Phase V VC: 225499 FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <span style="border: 1px solid black; padding: 2px;">Department of Resources and Economic Development</span>		1.2 State Agency Address <span style="border: 1px solid black; padding: 2px;">PO Box 1856, 172 Pembroke Rd. Concord, NH 03302-1856</span>	
1.3 Contractor Name <span style="border: 1px solid black; padding: 2px;">Cale America Inc.</span>		1.4 Contractor Address <span style="border: 1px solid black; padding: 2px;">13808 Monroes Business Park Tampa FL 33635</span>	
1.5 Contractor Phone Number <span style="border: 1px solid black; padding: 2px;">813-405-3900 x205</span>	1.6 Account Number <span style="border: 1px solid black; padding: 2px;">7300-103-502664</span>	1.7 Completion Date <span style="border: 1px solid black; padding: 2px;">December 31, 2017</span>	1.8 Price Limitation <span style="border: 1px solid black; padding: 2px;">\$235,000</span>
1.9 Contracting Officer for State Agency <span style="border: 1px solid black; padding: 2px;">Edward Mussey, Public Works Project Manager I</span>		1.10 State Agency Telephone Number <span style="border: 1px solid black; padding: 2px;">603-271-2606 Ext. 404</span>	
1.11 Contractor Signature <span style="border: 1px solid black; padding: 2px;"></span>		1.12 Name and Title of Contractor Signatory <span style="border: 1px solid black; padding: 2px;">Kenneth J. Beattie, Secretary</span>	
1.13 Acknowledgement: State of <span style="border: 1px solid black; padding: 2px;">Florida</span> , County of <span style="border: 1px solid black; padding: 2px;">Hillsborough</span> On <span style="border: 1px solid black; padding: 2px;">February 18, 2014</span> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <span style="border: 1px solid black; padding: 2px;">[Seal] </span>			
1.13.2 Name and Title of Notary or Justice of the Peace <span style="border: 1px solid black; padding: 2px;">Heather Linthicum, Senior Accountant</span>			
1.14 State Agency Signature <span style="border: 1px solid black; padding: 2px;"></span>		1.15 Name and Title of State Agency Signatory <span style="border: 1px solid black; padding: 2px;">Jeffrey J. Rose Commissioner</span>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <span style="margin-left: 20px;">n/a</span> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <span style="margin-left: 20px;"></span> On: <span style="margin-left: 20px;">3/12/14</span>			
1.18 Approval by the Governor and Executive Council By: On:			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



## **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

State of New Hampshire  
Department of Resources and Economic Development  
Division of Parks and Recreation

Wireless Parking Pay Stations  
Hampton Beach, Jenness Beach and North Hampton Beach State Parks

EXHIBIT A

**Part A:**

This contract agreement, by and between Cale America, Inc., hereinafter called "Cale," and the State of New Hampshire Department of Resources and Economic Development Division of Parks and Recreation, hereinafter called "the state", is for the purposes of providing a monthly service agreement for 38 pay stations, paper materials, technical support, optional services, and spare parts as follows:

- a) Provide technical service and support as required to ensure the Cale parking meters are functioning properly during the 2014 thru 2015 operating seasons.
- b) Provide enrollment in Cale PartSmart exchange program during the 2014-2015 operating seasons.
- c) Provide original Cale replacement components as required.
- d) Provide Cale parking ticket receipt stock, as required.
- e) Provide access to the Cale Web Office (CWO) web application.
- f) Provide up to 5 Additional Cale Wireless Parking Meters if requested.

Cale shall begin services upon Governor and Council approval through December 31, 2015.

**Part B:**

Whereas the State secures services from Cale under this contract Agreement, which services involve the processing of merchant card transaction, specifically in support of the collection of parking fees; and

Whereas the State is required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council; and

Whereas Cale processes, transmits, and/or stores cardholder data in the performance of services provided to the State, and is therefore considered a “service provider” under Requirement 12.8 of the PCI DSS; and

Whereas Requirement 12.8.2 of the PCI DSS requires the State to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses; and

Whereas Requirement 12.8.4 of the PCI DSS requires the State to maintain a program to monitor the service provider’s PCI DSS compliance status;

It is hereby agreed that:

- a) Cale agrees that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.
- b) Cale affirms that, as of the effective date of this Contract Agreement, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
- c) Cale agrees to supply the current status of Cale’s PCI DSS compliance status, and evidence of its most recent validation of compliance upon execution of this Contract Agreement to the State. Cale must supply to the State a new status report and evidence of validation of compliance at least annually.
- d) Cale will immediately notify the State if it learns that it is no longer PCI DSS compliant and will immediately provide the State the steps being taken to remediate the non-compliance status. In no event should Cale’s notification to the State be later than seven (7) calendar days after Cale learns it is no longer PCI DSS compliant.

**Part C:**

Whereas the State secures services from Cale under this Contract Agreement, which services involve the provisioning, maintenance and operation of software applications, computers and communications technology specifically for the collection of fees for parking; and

Whereas the State is required to ensure the applications employed on its benefit meet and are maintained at acceptable industry standards; and

Whereas Cale processes, transmits, and/or stores cash and cardholder data in the performance of services provided to the State, and is therefore considered a “service provider,” and

Whereas the State is required to maintain a written agreement that includes an acknowledgement that the service provider is responsible for its product meeting and maintaining high industry standards;

It is hereby agreed that:

- a) Cale agrees that it is responsible for providing an audited report demonstrating its compliance with the Statement on Accounting Standards #70 (SAS70) or its successor the Statement on Standards for Attestation Engagements #16 (SSAE16).
- b) Cale agrees that the report referenced in a) above will be provided by an audit firm certified and recognized as qualified in this realm of attestation.
- c) Cale agrees to maintain its compliant status throughout the term of the Contract Agreement and any successor contracts.
- d) Cale will immediately notify the State if it learns that it is no longer SAS70/SSAE16 compliant and will immediately provide the State the steps being taken to remediate the non-compliance status. In no event should Cale’s notification to the State be later than seven (7) calendar days after Cale learns it is no longer SAS70/SSAE16 compliant.

EXHIBIT B

FY2014	Upon G&C approval-June 30, 2014	\$75,000
FY2015	July 1, 2014-June 30,2015	\$130,000
FY2016	July 1, 2015-June 30,2016	\$30,000
Total contract not to exceed;		\$235,000

Payments (net 30) shall be made upon satisfactory completion of services, delivery of spare parts, and receipt of itemized invoices.

EXHIBIT C

There are no additional provisions on this contract.

State of New Hampshire  
 Department of Resources and Economic Development  
 Division of Parks and Recreation  
 Planning and Development

Wireless Parking Paystations Phase V Estimate

	Item	Quantity	Unit Cost	Extension
#1	Monthly Service Agreement (4 Month Period) FY 2014 for 38 Meters \$55 each pay	152	\$ 55.00	\$ 8,360.00
	Monthly Service Agreement (12 Month Period) FY 2015 for 38 Meters \$55 each pay	456	\$ 55.00	\$ 25,080.00
	Monthly Service Agreement (6 Month Period) FY 2016 for 38 Meters \$55 each pay	228	\$ 55.00	\$ 12,540.00
#2	Paper Rolls for receipts pre-printed with logos for Pay and Display (minimum custom order 100 rolls)	200	\$ 27.00	\$ 5,400.00
#3	3G Modem Kits (modem, cable, comm board firmwareetc..)	38	\$ 499.00	\$ 18,962.00
#4	Unlimited Parts exchange Program FY 2014 (38 meters x 65 each per month)	152	\$ 65.00	\$ 9,880.00
	Unlimited Parts exchange Program FY 2015 (38 meters x 65 each per month)	456	\$ 65.00	\$ 29,640.00
	Unlimited Parts exchange Program FY 2016 (38 meters x 65 each per month)	228	\$ 65.00	\$ 14,820.00
#5	MPC Pay Station	5	\$ 11,450.00	\$ 57,250.00
	w/ Motion activated light bars	5	\$ 550.00	\$ 2,750.00
	w/weather guard	5	\$ 200.00	\$ 1,000.00
	Ground Preperation for base anchors	5	\$ 600.00	\$ 3,000.00
	Monthly Service Agreement CWO 2015	60	\$ 55.00	\$ 3,300.00
	Monthly Service Agreement CWO 2016	25	\$ 55.00	\$ 1,375.00
#6	Contingency 20%			\$ 38,396.40
			Total Estimate	\$ 231,753.40

03-35-351510-73000000-103-502664

Contract for Operational Services	FY2014	FY2015	FY2016	Total
	\$ 75,000.00	\$ 130,000.00	\$30,000	\$ 235,000.00

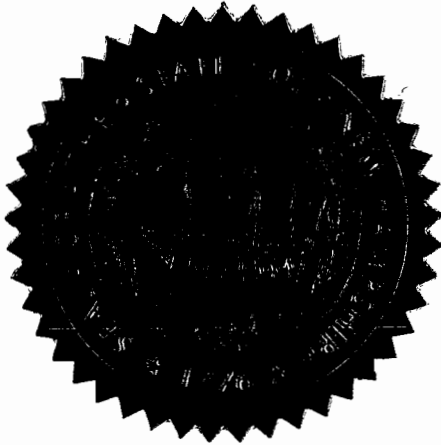
Notes:

1. The Cost estimates above do not include shipping and handling fees.
2. Allowances for the Contract for Program Services Line Items in FY 2014, FY 2015 and FY 2016 been included.

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Cale America Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 7, 2012. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11<sup>th</sup> day of February, A.D. 2014

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

## **CERTIFICATE OF VOTE**

**(Corporation with Seal)**

I, Kenneth J Beattie, Secretary of the Cale America Inc., do hereby certify that:

(1) I am the duly elected and acting Secretary of the Cale America Inc., a Delaware corporation (the "Corporation");

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 31st day of January, 2012, which meeting was duly held in accordance with Delaware law and the by-laws of the Corporation:

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Resources and Economic Development, providing for the performance by the Corporation of certain Parking Meter services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Edward Olender President Name

Andreas Jansson Vice President Name

Kenneth J Beattie Treasurer Name



IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 18th day of February, 2014.

*K. Beattie*  
Secretary

(Seal)

STATE OF Florida

COUNTY OF Hillsborough

On this the 18th day of February, 2014, before me, Kenneth J Beattie, the undersigned officer, personally appeared before me, who acknowledge her/himself to be the

Secretary, of Cale America Inc., a corporation, and that she/he, as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Kenneth J Beattie.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Heather Linticum*  
Notary Public/Justice of the Peace

My Commission expires: 4/22/2015



**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
01/23/2014

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

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

<b>PRODUCER</b> <b>Stahl &amp; Associates Insurance</b> 3939 Tampa Road Oldsmar, FL 34677 Michael Pagano, AAI	<b>Phone: 727-784-8554</b> <b>Fax: 727-789-2823</b>	<b>CONTACT NAME:</b> Sue Goodman <b>PHONE (A/C, No, Ext):</b> 813-818-5350 <b>FAX (A/C, No):</b> 813-818-5396 <b>E-MAIL ADDRESS:</b> sue.goodman@stahlinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Cale America, Inc</b> <b>Ken Beattie</b> <b>13808 Monroe's Business Park</b> <b>Tampa, FL 33635</b>	<b>INSURER A : Valley Forge Insurance Company</b>	
	<b>INSURER B : Continental Casualty Company</b>	
	<b>INSURER C : Transportation Insurance Co</b>	
	<b>INSURER D : American Cas Co of Reading PA</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	GL5088231308	01/30/2014	01/30/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Stop Gap-WA						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/>							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
D	AUTOMOBILE LIABILITY			BUA5090882150	01/30/2014	01/30/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP5090882178	01/30/2014	01/30/2015	EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5090882164-EXCEPT CALIF WC5090882181 - CALIF ONLY	01/30/2014 01/30/2014	01/30/2015 01/30/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional E&O			GL5088231308	01/30/2014	01/30/2015	Each Loss	2,000,000
D	Installatn Floater			ADV5090882195	01/30/2014	01/30/2015	Inst Fltr	25,000

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

ATTN: Karen Dorsett Fax # 603-271-2629  
 General Liability policy includes a Blanket Additional Insured with a Waiver of Subrogation if required by written contract or agreement, subject to the terms, conditions and exclusions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

<b>STATENH</b>  <b>State of New Hampshire</b> <b>Dept of Resources &amp; Economic Development</b> <b>PO Box 1856</b> <b>Concord, NH 03302-1856</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

## Mussey, Edward

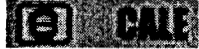
---

**From:** Kenneth Beattie [ken.beattie@caleamerica.com]  
**Sent:** Tuesday, March 11, 2014 1:45 PM  
**To:** Mussey, Edward  
**Cc:** Ryan Bonardi; Martin, Thomas; Lavoie, Leanne  
**Subject:** RE: Contract Time Sensitive

Ed,

Cale America accepts the revised terms of the contract. The contract will run from April 1, 2014 thru December 31, 2015.

**Kenneth J Beattie**  
**Controller**



Cale America Inc.  
13808 Monroes Business Park  
Tampa, FL 33635  
Office: 813-405-3900 ext: 205  
Cell: 813-545-2203  
Fax: 813-405-3908  
E-mail: ken.beattie@caleamerica.com  
Website: www.caleamerica.com

Please consider the environment before printing.

---

### Disclaimer:

*This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message and are hereby notified that any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited. Please note that neither Cale America nor the sender accepts any responsibility for viruses and it is your responsibility to scan any attachments.*

---

**From:** Mussey, Edward [mailto:Edward.Mussey@dred.nh.gov]  
**Sent:** Tuesday, March 11, 2014 12:53 PM  
**To:** Mussey, Edward; Kenneth Beattie  
**Cc:** Ryan Bonardi; Martin, Thomas; Lavoie, Leanne  
**Subject:** RE: Contract Time Sensitive

Ken, I received notice that you read the previous e-mail, however I did not get your Response of Acceptance to the e-mail below.

Please Respond "Reply All" to this e-mail and State your acceptance to the Attached Exhibit A-C.

Thank You.

*Edward Mussey*  
*Public Works Project Manager I*  
*State of New Hampshire*  
*Department of Resources and Economic Development*  
*Division of Parks and Recreation*  
*Planning and Development*  
*PO Box 1856*  
*172 Pembroke Road*  
*Concord, NH 03302-1856*  
*Tel. No. (603) 271-2606 Ext. 404*  
*Fax. No. (603) 271-2629*  
[edward.mussey@dred.nh.gov](mailto:edward.mussey@dred.nh.gov)

3/11/2014

**LinkedIn**  [www.linkedin.com/pub/edward-mussey/34/a55/682/](http://www.linkedin.com/pub/edward-mussey/34/a55/682/)

-----Original Message-----

**From:** Mussey, Edward  
**Sent:** Monday, March 10, 2014 8:53 AM  
**To:** Kenneth Beattie  
**Cc:** 'Ryan Bonardi'; Martin, Thomas; Lavoie, Leanne  
**Subject:** FW: Contract Time Sensitive

Ken,

I received your acceptance to the change in the Contract however you indicated April 15, 2014 thru April 14, 2016.


The Correct Dates are April 1, 2014 thru December 31, 2015 as set in the attached Exhibit A-C

I have attached a revised contract agreement form for your information only. We do not need you to sign it or notarize it.

Please "reply to all" to this e-mail.

Thank You.

*Edward Mussey  
Public Works Project Manager I  
State of New Hampshire  
Department of Resources and Economic Development  
Division of Parks and Recreation  
Planning and Development  
PO Box 1856  
172 Pembroke Road  
Concord, NH 03302-1856  
Tel. No. (603) 271-2606 Ext. 404  
Fax. No. (603) 271-2629  
[edward.mussey@dred.nh.gov](mailto:edward.mussey@dred.nh.gov)  
[www.nhstateparks.org](http://www.nhstateparks.org)*

**LinkedIn**  [www.linkedin.com/pub/edward-mussey/34/a55/682/](http://www.linkedin.com/pub/edward-mussey/34/a55/682/)

-----Original Message-----

**From:** Mussey, Edward  
**Sent:** Friday, March 07, 2014 2:32 PM  
**To:** Kenneth Beattie  
**Cc:** Lavoie, Leanne; Martin, Thomas  
**Subject:** FW: Contract  
**Importance:** High


Ken,

Resending this request to you, the first attempt got bounced back to me.

Thanks.

*Edward Mussey  
Public Works Project Manager I  
State of New Hampshire  
Department of Resources and Economic Development  
Division of Parks and Recreation  
Planning and Development  
PO Box 1856  
172 Pembroke Road  
Concord, NH 03302-1856  
Tel. No. (603) 271-2606 Ext. 404  
Fax. No. (603) 271-2629*

[edward.mussey@dred.nh.gov](mailto:edward.mussey@dred.nh.gov)  
[www.nhstateparks.org](http://www.nhstateparks.org)

**Linked**  [www.linkedin.com/pub/edward-mussey/34/a55/682/](http://www.linkedin.com/pub/edward-mussey/34/a55/682/)

-----Original Message-----

**From:** Mussey, Edward  
**Sent:** Friday, March 07, 2014 2:27 PM  
**To:** 'ken.beattlie@caleamerica.com'  
**Cc:** Lavoie, Leanne; Martin, Thomas  
**Subject:** Contract  
**Importance:** High

Ken,

Our Commissioner has requested that we cut the Cale Contract back 2 years because it is too long of a time period to enter into contract.


Therefore we would like to contract with you From April 1, 2014 thru December 31, 2015.

I have attached the original estimate of expenses, the revised estimate and the revised Exhibit A-C (REV1) for your review.

Please acknowledge your receipt and acceptance of these changes to the terms of your contract.

Thank You.

*Edward Mussey  
Public Works Project Manager I  
State of New Hampshire  
Department of Resources and Economic Development  
Division of Parks and Recreation  
Planning and Development  
PO Box 1856  
172 Pembroke Road  
Concord, NH 03302-1856  
Tel. No. (603) 271-2606 Ext. 404  
Fax. No. (603) 271-2629  
[edward.mussey@dred.nh.gov](mailto:edward.mussey@dred.nh.gov)  
[www.nhstateparks.org](http://www.nhstateparks.org)*

**Linked**  [www.linkedin.com/pub/edward-mussey/34/a55/682/](http://www.linkedin.com/pub/edward-mussey/34/a55/682/)

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION  
PLANNING AND DEVELOPMENT  
172 Pembroke Road  
P.O. Box 1856  
Concord, N.H. 03302-1856  
TEL. 603-271-2606 FAX 603-271-2629

**REQUEST FOR PROPOSALS**

Project: #PR-0918 WIRELESS PARKING PAY STATIONS  
FOR HAMPTON BEACH STATE PARK  
HAMPTON, NH

Requests for proposals for the above project will be accepted until 2:00 P.M., prevailing time, on Thursday December 11, 2008. Proposals should be mailed to: Attn: Ed Mussey Engineering Tech. III Department of Resources and Economic Development PO Box 1856, 172 Pembroke Road, Concord, NH 03302-1856.

Project Description: Wireless Parking Pay Stations at Hampton Beach State Park, Hampton NH.

Specifications will be available to interested contractors at the Planning and Development Office on November 10, 2008. They may also be viewed at the following locations:

- 1.) Construction Summary of New Hampshire Inc. 734 Chestnut Street, Manchester, NH 03104 Tel. (603) 627-8856.
- 2.) McGraw-Hill Construction Plan Room 880, Second Street, Manchester, NH 03104 Tel. (603) 645-6554
- 3.) Signature Press & Blueprinting, 45 Londonderry Turnpike, Hooksett, NH 03106 Tel. (603) 624-4025

All companies, corporations, and tradenames bidding must be registered and have a certificate of existence from the Secretary of State, Corporate Division (telephone 603-271-3244) in order to do business with the State of New Hampshire.

Proposals should be made out on the forms provided in the specifications packet and marked: Proposal: Wireless Parking Pay Stations for the Hampton Beach State Park Project No. PR-0918

---

Edward V Mussey  
Engineering Tech. III

**WIRELESS PARKING PAY STATIONS  
PHASE I**

**HAMPTON BEACH STATE PARK**

**PROJECT # PR-0918**

**PROPOSAL SELECTION**

An evaluation committee composed of State of New Hampshire Department of Resources and Economic Development Staff will select the proposal which best meets the needs of the State of New Hampshire Division of Parks and Recreation based on the following Criteria:

<u>Criteria</u>	<u>Maximum Score</u>
Total Cost of Pay stations: Includes, base cost, customizations, maintenance, implementation, and future upgrades.	50 Points
Functionality: Includes, Capability of desired Features, Performance user-friendly design and system capabilities.	25 Points
Services and Support: Includes, Professional services, consulting, training, installation warranties and support, and security management.	25 Points

**Scoring guidelines**

**Cost:** The Lowest Phase I Total Cost shall receive 50 points. All other proposals shall be calculated as follows: The Lowest Phase I total Cost divided by the Proposal Phase I cost and than multiplied by 50. Points shall be recorded to the Nearest 1/10<sup>th</sup> of a point under this category only.

**Functionality:** A maximum of 25 points shall be allocated to this category based upon the capability of the desired features as outlined in the request for proposal (pages 7-12 of the specifications). This shall include Performance and user-friendly design and system capabilities. No Proposal shall be scored as a Zero. Points in this category should be recorded as a whole number only.

**Services and Support:** A Maximum of 25 Points shall be allocated to this category, Services and Support Includes the following; Professional services, consulting, training, installation, warranties, support and security management. As outlined in the request for proposal (pages 12-18 of the specifications). No Proposal shall be scored as a Zero. Points in this category should be recorded as a whole number only.

**Score Sheets:** Completed score sheets are due back to Ed Mussey by 10:00 am on December 18, 2008.

**Proposal Award:** The proposal with the highest combined Points of all 3 Criteria will be awarded the contract after it has been concurred through Governor and Council.

ATTACHMENT A

State of New Hampshire  
 Department of Resources and Economic Development  
 Division of Parks and Recreation

Wireless Parking Paystations Phase 1  
 Project No. PR-0918  
 Score Sheet Summary

Criteria:	APARCS 604-276-4500 Phone No.	CALE 410-534-2790 Phone No.	PARKEON 1-800-732-6868 Phone No.	VENTEK 707-773-3373 Phone No.
<b>Cost</b>	\$ 252,342.00	\$ 242,970.00	\$ 295,113.00	\$ 302,326.28
Scorer #1	48.1	50	41.2	40.2
Scorer #2	48.1	50	41.2	40.2
Scorer #3	48.1	50	41.2	40.2
Scorer #4	48.1	50	41.2	40.2
Scorer #5	48.1	50	41.2	40.2
<b>Functionality</b>				
Scorer #1	25	24	22	20
Scorer #2	23	25	23	22
Scorer #3	24	25	23	22
Scorer #4	22	22	23	22
Scorer #5	25	22	24	23
<b>Services and Support</b>				
Scorer #1	23	23	20	19
Scorer #2	23	25	25	23
Scorer #3	23	25	25	22
Scorer #4	23	25	20	22
Scorer #5	23	25	25	25
<b>Totals</b>	<b>474.7</b>	<b>491</b>	<b>435.8</b>	<b>420.9</b>

Scoring: The Cost portion of the scoring is worth 50 points out of 100 points. The Lowest cost was awarded 50 points and the other scores were calculated as follows (lowest lump sum/lump sum) multiplied by 50.

Cale Parking Systems USA, Inc was chosen as the vendor to supply and install Wireless Parking Paystations At Hampton Beach Ocean Blvd Hampton, NH

These are the bid amounts submitted by each company. We have added spare parts and supplies, and a 10% contingency for final contract cost.



## EVALUATION TEAM MEMBERS

There were no Bid opening minutes taken.

- Scorer #1     Dee Dee Hanson, Program Assistant  
                  In charge of the Cardinal ticket tracking program
- Scorer #2     Brian Warburton, Regional Park Supervisor Supervisor of the South  
                  Region state parks which includes the Hampton Meter operations
- Scorer #3     Ed Parr, Chief Park Patrol  
                  Supervisor in charge of the Hampton Meters operation
- Scorer #4     Michael Housman, Supervisor of Parks Operations  
                  In charge of New Hampshire state parks operations
- Scorer #5     Edward Mussey, Engineer Tech III  
                  Project coordinator for the wireless pay stations.



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

March 20, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to exercise a contract renewal option with Cale America, Inc. (VC #169659), Tampa, FL in the amount of \$140,500 for technical support services of wireless pay stations at Hampton Beach, Jenness Beach and North Hampton Beach State Parks upon Governor and Executive Council approval through December 31, 2013. The original contract was approved by Governor and Executive Council (G&C) on March 4, 2009, Late Item A, with a 4-year renewal option. A 2<sup>nd</sup> and 3<sup>rd</sup> contract exercising renewal options were approved by G&C on December 9, 2009, Item 51 and on February 16, 2011, Item 29A, respectively. 100% Revolving Funds (Hampton Beach Capital Improvement Fund)

Funding is available in account titled, Hampton Beach Capital Improvement Fund, as follows and pending budget approval for Fiscal Years 2013 and 2014:

		<u>FY 2012</u>	<u>FY 2013</u>	<u>FY 2014</u>
03-35-35-351510-73010000-102-500731	Contracts for Program Svc.	\$45,000	\$53,000	\$42,500

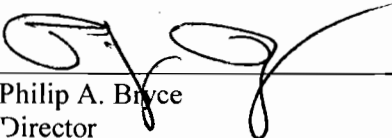
**EXPLANATION**

The Division of Parks and Recreation has managed parking operations at Hampton Beach since the mid 1960's through the use of coin-operated parking meters. Since the summer of 2009, 38 Cale wireless pay stations have been installed which now allow the Division to collect revenues through the use of debit/credit cards, coins and paper currency. This has added a whole new level of convenience and efficiency for our park visitors. The contract with Cale America is for Phase IV of the Wireless Parking Pay Station project and will provide continued technical and maintenance support and all necessary parts and supplies for the pay stations over the contract term. The Division may also have additional pay stations installed over the next year pending available funding.

The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted,

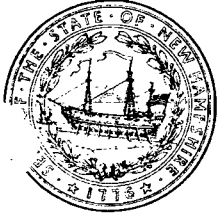
Concurred,

  
Philip A. Bryce  
Director

  
George M. Bald  
Commissioner

GMB/PAB/lml

Item # 29A 2/16/11



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 DIVISION of PARKS and RECREATION  
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
 WEB: www.nhstateparks.org

February 4, 2011

His Excellency, Governor John H. Lynch  
 And the Honorable Executive Council  
 State House  
 Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to exercise a contract renewal option with **Cale Parking Systems USA, Inc.** (VC # 169659), **Tampa, FL** in the amount of \$227,430.15 for the purchase, installation and technical support of 8 additional wireless pay stations for Hampton Beach State Park and 3 additional wireless pay stations at North Hampton Beach State Park, upon Governor and Council approval through June 30, 2012, with an option to renew for two (2) additional years for additional pay stations subject to Governor and Council approval. The original contract was approved by Governor and Executive Council on March 4, 2009, Late Item A. 100% Hampton Capital Improvement Funds.

Funding is available in account titled, **Hampton Beach Capital Improvement Fund**, as follows and pending budget approval for FY2012:

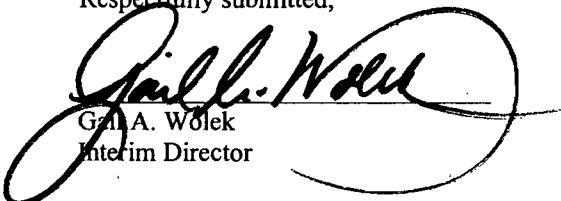
	<u>FY2011</u>	<u>FY2012</u>
03-35-35-351510-73010000-020-500200 Current Expense	\$ 9,500.00	
03-35-35-351510-73010000-030-500311 Equipment	\$190,537.75	\$ 14,852.40
03-35-35-351510-73010000-048-500226 Contractual Maintenance	\$ 12,540.00	

**EXPLANATION**

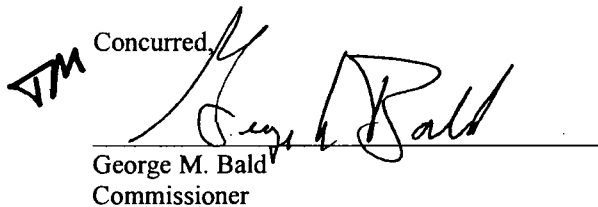
The Division of Parks and Recreation has managed parking operations since the mid-1960's at Hampton Beach which were operated by coin parking meters. The Division installed 10 additional Cale pay stations in 2009, and 17 pay stations in 2008, which allowed the Division to collect revenue through the use of debit/credit cards, coins, and currency. This process made it more convenient and efficient for park visitors to pay parking fees. This contract is for phase III of this project. Pending available funding the Division plans to install additional pay stations as needed over the next 2 years.

The Attorney General's Office has approved the contract amendment as to form, substance, and execution.

Respectfully submitted,

  
 Gen. A. Wolek  
 Interim Director

GW/kd

Concurred,  
  
 George M. Bald  
 Commissioner



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

November 12, 2009

His Excellency Governor John H Lynch  
And the Honorable Executive Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to exercise a contract renewal option with **Cale Parking Systems USA, Inc.** (VC #169659), **Clearwater, FL** in the amount of \$211,353.15 for the purchase, installation and technical support of 10 additional wireless pay stations for Hampton Beach State Park, upon Governor and Council approval through June 30, 2011, with an option to renew for three (3) additional years for additional pay stations subject to Governor and Council approval. The original contract was approved by Governor and Executive Council on March 4, 2009, Late Item A. 100% Hampton Capital Improvement Funds.

Funding is available in account, Hampton Beach Capital Improvement Fund, as follows:

		<u>FY 2010</u>
03-35-35-351510-73010000-020-500200	Current Expense	\$ 7,000.00
03-35-35-351510-73010000-024-500226	Maint. Other than Bldgs. & Grnds.	\$ 8,910.00
03-03-35-351510-73010000-030-500311	Equipment	\$195,443.15

**EXPLANATION**

The Division of Parks and Recreation has managed parking operations since the mid-1960's at Hampton Beach State Park by coin operated parking meters. The Division installed 10 Cale pay stations this past year that allowed the Division to collect revenue by debit and credit cards, coin and currency making it more convenient for park visitors to pay parking fees. Additionally the system allows the Division to adjust authorized fees for pre and post-season and special event rates easily. This contract is for phase II of this project. Pending available funding the Division plans to install an additional 37 pay stations over the next 3 years.

The Attorney General's Office has approved this as to form, substance and execution.

Respectfully submitted

Ted Austin  
Director

Concurred

George M. Bald  
Commissioner

TA/GMB/pr



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

GEORGE M. BALD  
Commissioner

(603)271-3556  
FAX: (603)271-3553  
WEB: www.nhstateparks.org  
E-MAIL: nhparks@dred.state.nh.us

March 4, 2009

His Excellency Governor John H Lynch  
And the Honorable Executive Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to enter into a contract with Cale Parking Systems USA, Inc, VC #136811, Clearwater, FL for the purchase, installation and technical support of 17 wireless pay stations for Hampton Beach State Park in the amount of \$279,437.88, upon Governor and Council approval through October 31, 2009 with an option to renew for four (4) additional years for additional pay stations subject to Governor and Council approval. 89% Capital Funds, 11% Parking Meter Fee Account.

Funding is available in accounts Hampton Beach Capital Improvement Fund and Statewide Park Funding as follows:

		<u>FY 2009</u>
010-035-7301-030-0311	Equipment	\$ 15,000.00
010-035-7301-048-0226	Contractual Maintenance	\$ 14,437.88
030-035-0538-03-034-0162	Capital Projects	\$250,000.00

**EXPLANATION**

The Division of Parks and Recreation has managed parking operations since the mid-1960's at Hampton Beach State Park by coin operated parking meters. Improvements in technology now allow parking revenue collection through a variety of other systems. The Cale system will allow the Division to collect revenue by debit and credit cards, coin and currency making it more convenient for park visitors to pay parking fees. Additionally the system allows the division to adjust authorized fees for pre and post-season, and special event rates easily. This contract is for phase I of this project. Pending available funding the Division plans to install an additional 60 pay stations over the next 4 years.

Attached for your review are the Bid results, criteria and staff on the scoring team. The Attorney General's Office has approved this as to form, substance and execution.

Respectfully submitted

Ted Austin  
Director

Concurred

George M. Bald  
Commissioner

TA/GMB/pr