

DR 40



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dncr.nh.gov
Web: www.nhstateparks.org

January 29, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Division), to enter into **SOLE SOURCE** contract with Cale America, Inc. (VC #225499), Clearwater, Florida in the amount of \$409,270 to for the wireless parking pay station program at Hampton Beach, North Hampton Beach, and Jenness Beach State Parks upon Governor and Executive Council approval through December 31, 2021. **100% Agency Income (Hampton Meters)**

Funding is available as follows, pending budget approval for Fiscal Years 2020, 2021 and 2022:

	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>	<u>FY2021</u>	<u>FY2022</u>
03-35-35-351510-73000000					
Hampton Meters	\$75,342	\$96,146	\$96,146	\$96,146	\$45,490
103-502664 Contracts for Op Services					

EXPLANATION

The Division recently made investments in the seacoast parking meters that extended the useful life of the meters by 8-10 years under a prior contract with Cale America, Inc. (approved by the Governor and Executive Council on April 6, 2016, Item #43). This investment positions the agency to save a minimum of \$420,000 over the term of the contract by avoiding the cost of new pay stations. The Division plans on issuing a new request for proposals by or before 2027. For these reasons, the Division respectfully requests **sole source** approval of this contract with Cale America, Inc. (Cale) for continuance of the Parking Pay Station Program until December 31, 2021.

This past year the Division collected \$2,167,451 in parking fees through the Cale Pay Stations during the period of April 1, 2017 thru November 1, 2017. 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 new contract with Cale also involves purchasing new credit card readers for 38 pay stations at Hampton Beach, North Hampton Beach and Jenness Beach State Parks to meet Euro MasterCard Visa (EMV) compliance requirements as adopted by the State of New Hampshire. The cost of the hardware upgrade is \$30,000 in Fiscal year 2018.

The Division 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 a 2008 audit of the program, 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 was the selected vendor.

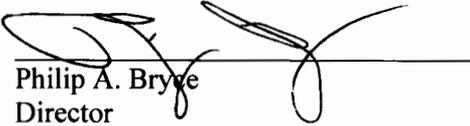
The Governor and Executive Council (G&C) approved an original 1-year contract with Cale on March 4, 2009, Late Item A, with a 4-year renewal option. The Division then exercised the renewal options by entering into 4 more contracts with Cale which were approved by G&C on December 9, 2009, Item #51, February 11, 2011, Item #29A, April 18, 2012, Item #83, and March 26, 2014, Item #41, respectively. Additionally, a sole source contract was approved by G&C on April 6, 2016, Item #43.

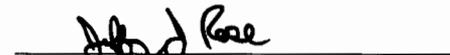
The Department of Information Technology has reviewed and approved this contract, and the Attorney General's Office has approved the contract as to form, substance and execution.

Respectfully submitted,

Concurred,

(SM)


Philip A. Bryce
Director


Jeffrey J. Rose
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

February 1, 2018

Jeffrey J. Rose
Commissioner
Department of Natural and Cultural Resources
State of New Hampshire
172 Pembroke Rd
Concord, NH 03301

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., of Clearwater Florida, for the Wireless Parking Pay Station Program, as described below and referenced as DoIT No. 2018-115.

This is a sole source contract with Cale America, Inc, for the Wireless Parking Pay Station Program implemented at various locations along the seacoast. This is a turn-key solution with hardware and software in one package. This contract will continue maintenance and support and the implementation of new credit card readers for thirty-eight (38) parking terminals to meet Euro MasterCard Visa (EMV) compliance requirements as adopted by the State of New Hampshire.

The total funding amount is not-to-exceed \$409,270 effective upon Governor and Executive Council approval through December 31, 2021.

A copy of this letter should accompany the submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/ik
DoIT 2018-115

cc: Nicole Warren, IT Manager

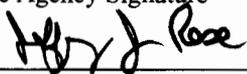
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Natural and Cultural Resources Division of Parks and Recreation		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Cale America Inc		1.4 Contractor Address 13190 56 th Court, Ste 401, Clearwater, FL 33760	
1.5 Contractor Phone Number 727-724-1800 X 4773	1.6 Account Number 73000000-502664	1.7 Completion Date December 31, 2021	1.8 Price Limitation \$409,270.00
1.9 Contracting Officer for State Agency Edward Mussey, Public Works Project Manager I		1.10 State Agency Telephone Number 603-271-7580 Ext. 404	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Kenneth J Beattie, Secretary 	
1.13 Acknowledgement: State of <u>Florida</u> , County of <u>Pinellas</u> On <u>December 11, 2017</u> , 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Heather Linthicum</u>			
1.14 State Agency Signature  Date: <u>1/30/18</u>		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/7/2018</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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 Natural and Cultural Resources

Estimated Yearly Costs by Fiscal Year for March 1 - December 31, 2021

Division of Parks and Recreation Seacoast Parking Meters	Units	Cost Per Unit	March 2018 - June 2018	July 2018 - June 2019	July 2019 - June 2020	July 2020 - June 2021	July 2021 - December 2021	Extension
			(4 Months) FY 2018	(9 Months) FY 2019	(9 Months) FY 2020	(9 Months) FY 2021	(5 Months) FY 2022	
Monthly Service Agreement FOR CWT with CWO2 Pro	38	\$79.00	\$12,008.00	\$27,018.00	\$27,018.00	\$27,018.00	\$15,010.00	\$108,072.00
Part Smart Exchange Program CWT-BA	38	\$55.00	\$8,360.00	\$25,080.00	\$25,080.00	\$25,080.00	\$10,450.00	\$94,050.00
Hybrid Magnetic Stripe EMV chip card reader	40	\$750.00	\$30,000.00					\$30,000.00
EMV Monthly Fee Per Terminal includes 450 transactions per month	38	\$12.00	\$1,824.00	\$3,648.00	\$3,648.00	\$3,648.00	\$2,280.00	\$15,048.00
Estimated Additional Cost of EMV Transactions	N/A	\$0.03	\$2,750.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,750.00	\$20,500.00
Paper Supplies Yearly	200	\$27.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00		\$21,600.00
Contingency for Spare Parts as needed			\$15,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$15,000.00	\$120,000.00
			\$75,342.00	\$96,146.00	\$96,146.00	\$96,146.00	\$45,490.00	\$409,270.00
			FY 2018 Total	FY 2019 Total	FY 2020 Total	FY 2021 Total	FY 2022 Total	Total Contract

KSB
 12-11-17

**State of New Hampshire
Department of Natural and Cultural Resources
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 Natural and Cultural Resources, 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 Terminals are functioning properly during the 2018 thru 2021 operating seasons.
- b) Provide enrollment in Cale Part Smart exchange program during the 2018-thru 2021 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 (CWO2) Pro web application. CWO2 is a web based SaaS (Software as a Service) solution for managing the Cale Payment Terminals.
- f) Provide 3G wireless data service connection for Terminal communication..
- g) Provide and install 38 EMV (Europay, Mastercard and Visa) Capable credit card readers for all 38 Terminals.
- h) Provide 2 EMV Compatible credit card readers for spare parts.

Cale shall begin services upon Governor and Council approval through December 31, 2021.

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 Attestation of Compliance upon execution of this Contract Agreement to the State. Cale must supply to the State an annual Attestation of Compliance 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.
- e) Cale Agrees to become PCI DSS compliant within ninety (90) days of the non-compliance status or the contract will be considered in default. The State at its own discretion may then consider the contract as null and void.

Whereas Requirement 9.9, of the PCI DSS requires the State to protect devices that capture payment card data via direct physical interaction with the card from tampering and substitution;

It is hereby agreed that:

- a) State will maintain a list of devices to include make, model, serial number, and location.
- b) State Agrees to periodically inspect devices to look for tampering or substitution.

- c) State Agrees to Notify Cale immediately of any suspected tampering or substitution of devices and to immediately discontinue use of the devices suspected of being tampered with or substituted.

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 behalf 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. Cale's notification to the State shall be not later than seven (7) calendar days after Cale learns it is no longer SAS70/SSAE16 compliant.

Part D:

Notice of Data Breach. Cale will: (i) immediately notify the State of any suspected, alleged or confirmed Compromised Data Event, regardless of the source, including any from any Merchant Provider, and (ii) If required by a Card Organization, Cale will engage, at Cale's expense, a certified forensic vendor acceptable to the State and the Card Organizations no later than the time required by a Card Organization, which may be no longer than 24 hours following Cale's suspected or actual discovery of that Compromised Data Event.

If required by a Card Organization, Cale will engage a forensic vendor approved by a Card Organization at Cale's expense. State and Cale must cooperate with the forensic vendor so that it may immediately conduct an examination of Merchant Equipment, Merchant Systems, and States and Merchant Providers' procedures and records and issue a written report of its findings.

Cale agrees that upon the States suspected or actual discovery of a Compromised Data Event, Cale will not alter or destroy any related records. Cale agrees to maintain complete and accurate documentation regarding any modifications made to the records. Cale will share with the State information related to Cale or any Card Organization's investigation related to any actual or suspected Compromised Data Event (including, but not limited to, forensic reports and systems audits), and State may share that information with Card Organizations.

EXHIBIT B

FY2018	Upon G&C approval-June 30, 2018	\$ 75,342
FY2019	July 1, 2018-June 30,2019	\$ 96,146
FY2020	July 1, 2019-June 30, 2020	\$ 96,146
FY2021	July 1, 2020-June 30, 2021	\$ 96,146
FY2022	July 1, 2021-December 31, 2021	<u>\$ 45,490</u>
	Total contract not to exceed:	\$409,270

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

EXHIBIT C

Supersedes Previous Contracts. This Contract supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the State of New Hampshire, Department of Natural and Cultural Resources (previously known as the Department of Resources and Economic Development) and Cale with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations thereunder.

There is no additional provisions or changes to this contract.

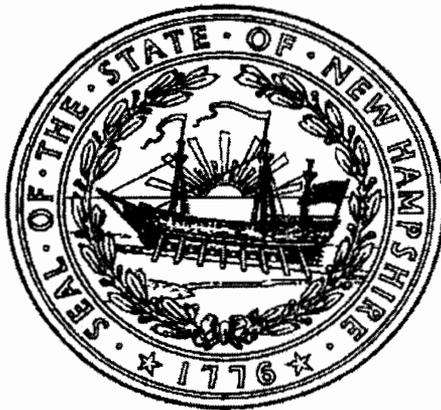
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CALE AMERICA INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 07, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **667328**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of December A.D. 2017.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, Andreas Jansson, hereby certify that I am duly elected President of Cale America Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 9, 2015 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Kenneth J Beattie (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Cale America Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: December 11, 2017

ATTEST:

Andreas Jansson President
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/25/2018

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

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

PRODUCER Stahl & Associates Insurance Inc. 3939 Tampa Road Oldsmar FL 34677	CONTACT NAME: Susan Kern, AAI CIC CPIW PHONE (A/C, No. Ext): (813) 818-5300 FAX (A/C, No): (813) 818-5396 E-MAIL ADDRESS: susan.kern@stahlinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Co.</td> <td>20443</td> </tr> <tr> <td>INSURER B: Valley Forge Insurance Co.</td> <td>20508</td> </tr> <tr> <td>INSURER C: National Fire Insurance Co.</td> <td>20478</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Co.	20443	INSURER B: Valley Forge Insurance Co.	20508	INSURER C: National Fire Insurance Co.	20478	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Continental Casualty Co.	20443													
INSURER B: Valley Forge Insurance Co.	20508													
INSURER C: National Fire Insurance Co.	20478													
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Cale America, Inc. 13190 56th Court Suite 401-402 Clearwater FL 33760														

COVERAGES	CERTIFICATE NUMBER: 2018 Master	REVISION NUMBER:
------------------	--	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		5088231308	1/30/2018	1/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		5090882150	1/30/2018	1/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		5090882178	1/30/2018	1/30/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC5090882164 - Except CA	1/30/2018	1/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Tech/Professional E&O		5088231308	1/30/2018	1/30/2019	Each Loss 2,000,000
A	Installation Floater		5090882195	1/30/2018	1/30/2019	Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability policy includes a Blanket Additional Insured with a Waiver of Subrogation per form CNA75101XX if required by written contract or agreement, subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER (603) 271-2629 State of New Hampshire Dept. of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mike Pagano, AAI/KERN <i>Michael A. Pagano</i>
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.