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

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

March 8, 2016

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

REQUESTED ACTION

1. Authorize the Department of Resources and Economic Development (DRED), Division of Parks and Recreation (Division) to enter into **SOLE SOURCE** contract with Cale America, Inc. (VC #225499), Tampa, Florida in the amount of \$290,566 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, 2018. 100% Agency Income (Hampton Meters)
2. Further authorize a contingency in the amount of \$75,000 to cover any unforeseen repairs or parts needed as part of this contract for the period upon Governor and Executive Council approval through December 31, 2018. 100% Agency Income (Hampton Meters)

Funding is available as follows and pending budget approval for Fiscal Year 2018:

	FY16	FY17	FY18
03-35-35-351510-73000000 Hampton Meters 103-502664 Contracts for Operational Services	\$202,316	\$96,896	\$66,354

EXPLANATION

Since 2009, the Division has had great success with its wireless parking pay station program through its contractual relationship with Cale America, Inc. (Cale). The estimated additional cost that would be required under contract with a new vendor to replace the existing meters is \$570,000 to \$760,000. Therefore, the Division requests **sole source** approval of this contract for continuance of the program with Cale.

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 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 was chosen as the selected vendor.

The Governor and Executive Council (G&C) approved the original 1-year contract with Cale on March 4, 2009, Late Item A, with a 4-year renewal option. The Division then exercised renewal options by entering into 3 more contracts with Cale which were approved by G&C on December 9, 2009, Item #51, February 11, 2011, Item #29A, and April 18, 2012, Item #83, respectively. Lastly, the G&C approved a sole source contract on March 26, 2014, Item #41.

This new contract with Cale involves performing hardware upgrades on 38 parking terminals to meet Euro MasterCard Visa (EMV) Compliance requirements as adopted by the State of New Hampshire. The cost of the hardware upgrades is \$136,024 in Fiscal Year 2016 which is 67% of the total amount (\$202,316) being requested for Fiscal Year 2016. Other than the upgrades, there are no other significant changes to the terms or scope of services in this contract as compared to previous years.

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

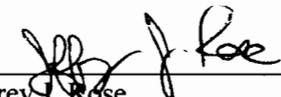
Respectfully submitted,

Concurred,

(s/m)



Philip A. Bryce
Director of Parks and Recreation



Jeffrey J. Rose
Commissioner

PAB/JJR:lm1
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

Denis Goulet
Commissioner

March 10, 2016

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#225499) of Tampa, Florida, as described below and referenced as DoIT No. 2016-100.

This is a request for approval to enter into a contract to procure services, software, and hardware for the wireless parking pay station program at various locations along the New Hampshire seacoast. Funding for the contract is \$365,566 and the contract shall become effective upon Governor and Executive Council approval and extend through December 31, 2018.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/mh
DoIT 2016-100

cc: Nicole Warren, DoIT
Leslie Mason, DoIT



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

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

February 24, 2016

Denis Goulet, 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 \$365,566 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, 2018. 100% Agency Income (Hampton Meters)

Funding is available as follows pending budget approval for Fiscal Year 2018:

	FY16	FY17	FY18
03-35-35-351510-73000000 Hampton Meters 103-502664 Contracts for Op Svc	\$202,316	\$96,896	\$66,354

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 (G&C) approved the original 1-year contract with Cale on March 4, 2009, Late Item A, with a 4-year renewal option. The Division exercised renewal options by entering into 3 more contracts with Cale which were approved by G&C on December 9, 2009, Item #51, February 11, 2011, Item #29A, and April 18, 2012, Item #83, respectively. Then on March 26, 2014, Item #41, G&C approved a sole source contract with Cale for continuance of this program.

Since 2009, the Division has had great success with its wireless parking pay station program through its relationship with Cale. Therefore, the Division is again requesting sole source approval of a contract with Cale for the 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. of Tampa, Florida

Funding Sources and Amounts:

Source	* Object Code(s)	FY16	FY17	FY18
OTHER (Parks)	10-03500-73000000-502664	\$202,316	\$96,896	\$66,354

Contact Person:

Philip A. Bryce, Director
DRED – Division of Parks and Recreation
172 Pembroke Road
Concord, New Hampshire 03301
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.

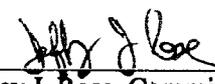
Respectfully submitted,



Philip A. Bryce, Director
Division of Parks and Recreation

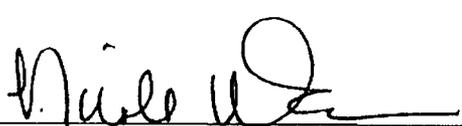
Approved by,





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

Concurred,



Nicole Warren, IT Lead
Department of Information Technology

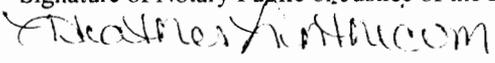
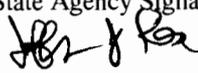
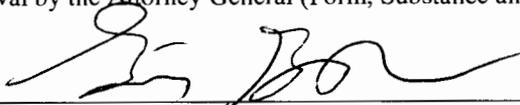
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Resources and Economic Development 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 13808 Monroes Business Park Tampa FL 33635	
1.5 Contractor Phone Number 813-405-3900 X 205	1.6 Account Number 73000000-502664	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$365,566
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>Hillsborough</u> On <u>December 4, 2015</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			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
Date: <u>3/7/16</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>3/14/16</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 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 Terminals are functioning properly during the 2016 and 2017 operating seasons;
- b) Provide enrollment in Cale Part Smart exchange program during the 2016-and 2017 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 Parking Terminal Upgrades to convert the older style MPC Terminal format to the newer Cale Web Terminal;
- g) Provide and install 38 EMV (Europay, Mastercard and Visa) Capable credit card readers for all 38 Terminals;
- h) Provide and install 38 contactless credit card readers to work with EMV chip compatible card readers;
- i) Provide 2 EMV Compatible credit card readers for spare parts; and
- j) Cale Terminals will initially process credit card Payments directly through Six Payment Services Gateway (SPS) and First Data Platforms to the States Merchant account currently with Bank of America. Cale Agrees to enable EMV chip card acceptance at the Parking terminals in late 2016-early 2017 or sooner, when SPS is certified with First Data for EMV Transactions.

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; and

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 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; and

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; and

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.

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EXHIBIT B

Term

Cale shall begin services upon approval of Governor and Executive Council through December 31, 2017.

Contract Price

FY2016	Upon G&C approval-June 30, 2016	\$202,316
FY2017	July 1, 2016-June 30, 2017	\$96,896
FY2018	July 1, 2017-December 31, 2017	<u>\$66,354</u>
Total contract not to exceed:		\$365,566

Method of Payment

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 special or additional provisions to this contract.

State of New Hampshire
Department of Resources and Economic Development

Division of Parks and Recreation Seacoast Parking Meters	March 2016-June 2016		July 2016 -June 2017		July 2017 -December 2017	
	Units	Cost Per Unit	(4 Months) FY 2016	(12 Months) FY 2017	(6 Months) FY 2018	Extension
Monthly Service Agreement FOR CWT with CWO2 Pro	38	\$79.00	\$3,002.00	\$27,018.00	\$24,016.00	\$54,036.00
Part Smart Exchange Program CWT-BA	38	\$55.00	\$8,360.00	\$25,080.00	\$12,540.00	\$45,980.00
MPC to Cale Web Terminal Conversion Upgrade	38	\$2,100.00	\$79,800.00			\$79,800.00
Installation	38	\$50.00	\$1,900.00			\$1,900.00
Training (Maintenance, Collections, installation, Enforcement, Management, and/or CWO training. Contactless Readers to work with and XENOA EMV Chip Card Reader	1	\$750.00	\$750.00	\$750.00	\$750.00	\$2,250.00
Hybrid Magetic Stripe EMV chip card reader	38	\$450.00	\$17,100.00			\$17,100.00
EMV Monthly Fee Per Terminal includes 450 transactions per month	40	\$750.00	\$30,000.00			\$30,000.00
Estimated Additional Cost of EMV Transactions	38	\$12.00	\$1,824.00	\$3,648.00	\$3,648.00	\$9,120.00
Paper Supplies Yearly	200	\$0.03	\$2,750.00	\$5,000.00	\$5,000.00	\$12,750.00
Ground Preperation for Base Anchors	14	\$27.00	\$5,400.00	\$5,400.00	\$5,400.00	\$16,200.00
Bollards 5-1/2" x 7' Painted Yellow & Installed	7	\$960.00	\$13,440.00			\$13,440.00
Shipping Charges	7	\$870.00	\$6,090.00			\$6,090.00
Contingency	38	\$50.00	\$1,900.00			\$1,900.00
			\$30,000.00	\$30,000.00	\$15,000.00	\$75,000.00
			\$202,316.00	\$96,896.00	\$66,354.00	\$365,566.00
			FY 2016 Total	FY 2017 Total	FY 2018 Total	Total Contract

Note: the CWT Upgrade includes the following:

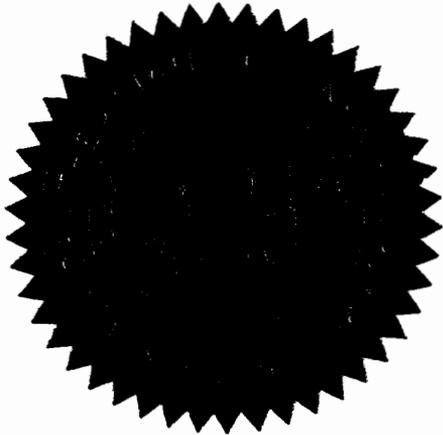
- New Outer Door (Stainless Steel)
- Alpha and Numeric Keypad
- Weather Proof Software Controlled Buttons
- Thermal Graphic Printer
- Coin System including Escrow
- Card Reader
- Main Board - Windows OS
- LCD Graphical Screen 7 Inches

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 7th day of January, A.D. 2016



A handwritten signature in black ink, appearing to read "William Gardner", written in a cursive style.

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 31th day of October, 2015, 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

Andreas Jansson

President Name

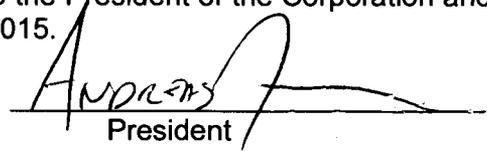
Anton Kaya

Vice President Name

Kenneth J Beattie

Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Corporation and have affixed its corporate seal this 4th day of December, 2015.


President

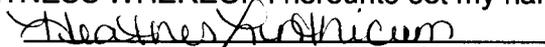
(Seal)

STATE OF Florida

COUNTY OF Hillsborough

On this the 4th day of December, 2015, before me, Andreas Jansson, the undersigned officer, personally appeared before me, who acknowledge her/himself to be the President, of Cale America Inc., a corporation, and that she/he, as such President 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 Andreas Jansson.

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


Notary Public/Justice of the Peace

My Commission expires: 4/22/2019





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2016

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 AINS CIC CPIW PHONE (A/C, No, Ext): (813) 818-5300 FAX (A/C, No): E-MAIL ADDRESS: susan.kern@stahlinsurance.com	
INSURED Cale America, Inc 13808 Monroe's Business Park Tampa FL 33635		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Transportation Insurance Co	NAIC # 20478
		INSURER B: Valley Forge	NAIC # 35289
		INSURER C: Continental Casualty	NAIC # 20443
		INSURER D: American Casualty Co. of Reading PA	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2016 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5088231308	1/30/2016	1/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5090882150	1/30/2016	1/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5090882178	1/30/2016	1/30/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N # yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5090882164 - Except CA	1/30/2016	1/30/2017	<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
C	Tech/Professional E&O			5088231308	1/30/2016	1/30/2017	Each Loss \$2,000,000
D	Installation Floater			ADV5090882195	1/30/2016	1/30/2017	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 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 Resources & Economic
 Development
 PO Box 1856
 Concord, NH 03302-1856

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

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Certificate of Compliance

Payment Card Industry Data Security Standard (PCI DSS)

Awarded to:

Cale Access AB

Cale Systems

Level 1 Service Provider

Service(s) Covered:

Payment Gateway/Switch

Clearing and Settlement

Unattended ticket machines

Alexander Norell

Director, EMEA Global Compliance and Risk Services

This is to certify that Cale Access AB and Cale Systems has successfully completed an assessment by Trustwave against the Payment Card Industry Data Security Standard v3.1 (PCI DSS).

Conditions of issuing:

1. Trustwave has issued this certificate to indicate that the aforementioned company's card holder environment has been provisionally validated against the Payment Card Industry Data Security Standard v3.1 (PCI DSS) as of the Date of Compliance as stated above.
2. This certificate is subject to validation conditions as laid out within the PCI DSS audit and assessment procedures, and is subject to final acceptance by the relevant acquirer and/or card scheme(s). Any queries please contact Trustwave at Compliance-QA@trustwave.com. This certificate covers a one year period beginning from the Date of Compliance.
3. This certificate shall not warrant or guarantee to any third party that Cale Access AB or Cale Systems card holder environment is invulnerable to attack or compromise. Accordingly, in no event shall Trustwave be liable to any third party in the event of loss or damage caused by any failure or breach of Cale Access AB or Cale Systems systems or payment applications.
4. This certificate is issued by Trustwave as a commercial representation of work complete, and is not officially sanctioned by either the SSC or any card scheme making up said body.

Certificate ID: 006i00000018ZUdAAN-280915

September 28, 2015

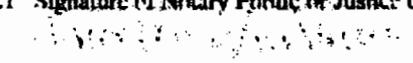
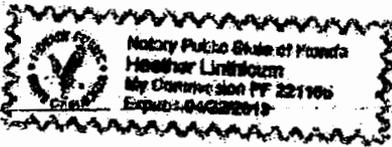
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Resources and Economic Development 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 13808 Monroes Business Park Tampa FL 33635	
1.5 Contractor Phone Number 813-405-3900 X 205	1.6 Account Number 73000000-502664	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$ 365,566.00 ^{K50} 2-24-12
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 Florida County of Hillsborough On December 7, 2015, 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 			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: NA Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: On:			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

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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; and

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Total contract not to exceed:		\$365,566	<i>KSB 2-27-16</i>

Contractor Initials *KSB*
Date *2-27-16*