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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
Web: www.nhstateparks.org

January 7, 2022

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 a one-year **Sole Source** contract with Cale America, Inc. (VC #225499), Clearwater, Florida in the amount of $83,737 for continuation of the Wireless Parking Pay Station Program at Hampton Beach, North Hampton Beach, Jenness Beach, and Rye Harbor State Parks effective upon Governor and Executive Council approval through December 31, 2022. 100% Agency Income (Hampton Meters).

Funding is available in account, Hampton Meters, as follows:

	FY 2022	FY 2023
03-035-035-351510-73000000-103-502664 – Contracts for Op Services	$47,147	$36,590

EXPLANATION

The Division respectfully requests approval of this contract on a **Sole Source** basis to continue the Wireless Parking Pay Station Program with Cale for an additional one-year period from G&C approval through December 31, 2022. The new contract with Cale America, Inc. (Cale) involves no significant changes in the terms or scope of services as compared to their previous contract. The estimated cost required under a new contract with a new vendor to replace the existing meters would be approximately $475,000 in upfront equipment and installation costs. The one-year cost to continue operations under the existing Wireless Parking Pay Station Program is estimated at $28,440 resulting in a one-year savings of $446,560. The purpose of this one-year contract is to extend the current program while the Division issues a new Request for Proposals in 2022 for new pay stations, as well as to integrate the Division's Parking Ticket Management System contract, currently under separate contract with Cardinal Technologies and due to expire December 30, 2022, into one comprehensive contract.

This past year, the Division collected $2,367,753 in parking fees through the Cale Wireless Parking Pay Station Program during the period of March 1 through November 1, 2021. Having parking meter services at our seacoast areas is necessary 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. Under the sole source contract approved in April of 2016, the Division converted 38 MP-104 format pay stations to new Cale Web Terminal (CWT) format pay stations at a cost of $84,350. This software and hardware upgrade gave the Division expanded metering capabilities and increased the life expectancy of the meters by approximately 10 years.

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 in 2008 of parking operations, 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 4 proposals. Based on the criteria in the RFP, Cale was the selected vendor.

The Governor and Executive Council (G&C) approved the original one-year contract with Cale on March 4, 2009, Late Item A, with the option to renew for 4 additional years. The Division exercised the renewal options 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. Two additional sole source contracts were approved by G&C on April 6, 2016, Item #43 and March 7, 2018, Item #40.

Credit card readers complying with the Euro Mastercard Visa (EMV) standard were initially installed then removed due to hardware/software conflicts with the terminals and credit card readers provided by others. Under the previous contract approved on March 7, 2016, Item #40, 2 new pay stations (CWT touch) with EMV were installed at Rye Harbor State Park, and 2 at Hampton Beach were upgraded for EMV compliance. Due to the unreliability of 4G wireless service along the seacoast areas and issues with EMV systems completing credit card transactions, the Division decided not to install the additional EMV Upgrades in the remaining 36 Meters approved under the previous contract and will be returning them for credit. The unreliability of the 4G wireless service will be one of the major matters to be addressed in the upcoming RFP.

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

Respectfully submitted,

Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
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

December 1, 2021

Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH 03301

Dear Commissioner Stewart:

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, FL, 33760, as described below and referenced as DoIT No. 2022-074.

This contract will provide Wireless Parking Pay Station Program at Hampton Beach, North Hampton Beach, Jenness Beach, and Rye Harbor State Parks with no other significant changes to the terms or scope of services as compared to the existing contract with Cale.

This contract includes a not to exceed spend amount of $83,737 and shall become effective upon Governor and Executive Council approval through December 31, 2022.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/RA
DoIT #2022-074
cc: Nicole Warren, DoIT - IT Lead

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 Department of Natural and Cultural Resources Division of Parks and Recreation	1.2 State Agency Address 172 Pembroke. Rd. Concord, NH 03301
1.3 Contractor Name Cale America Inc.	1.4 Contractor Address 13190 56 Court, Ste 401, Clearwater, FL, 33760
1.5 Contractor Phone Number 813-405-3900 / 1.6 Account Number 351510-73000000-103-502664	1.7 Completion Date December 31, 2022 / 1.8 Price Limitation $83,737
1.9 Contracting Officer for State Agency Edward Mussey Public Works Project Manager I	1.10 State Agency Telephone Number 603-271-3973
1.11 Contractor Signature Date: 12/20/21	1.12 Name and Title of Contractor Signatory Kenneth J Beattie, Secretary
1.13 State Agency Signature Date: 1/18/22	1.14 Name and Title of State Agency Signatory Sarah Stewart, Commissioner DNCR
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: N/A	Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 1/21/2022.
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:	G&C Meeting Date:

Contractor Initials KJB
Date 12/20/21

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

Contractor Initials KJB
Date 12/20/21

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Date 12/20/21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials KJB
Date 12/20/21

State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation

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

EXHIBIT A

There are no additional provisions on this contract.

EXHIBIT B

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 40 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 2022 operating seasons.

b) Provide enrollment in Cale Part Smart exchange program during the 2022 operating seasons.

c) Provide original Cale replacement components as required.

d) Provide Cale parking ticket receipt stock, as required.

e) Provide access to the Flowbird Web Office (FWO2) Pro web application. FWO2 is a web based SaaS (Software as a Service) solution for managing the Cale Payment Terminals.

f) Provide 4G wireless data service connection for Terminal communication.

g) Provide spare components and other spare parts as required.

Cale shall begin services upon Governor and Council approval through December 31, 2022.

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 data 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 than 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 C

FY2022	Upon G&C approval-December 31, 2022	$83,737
	Total contract not to exceed;	$83,737

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

Contractor Initials KJB
Date 12/20/21

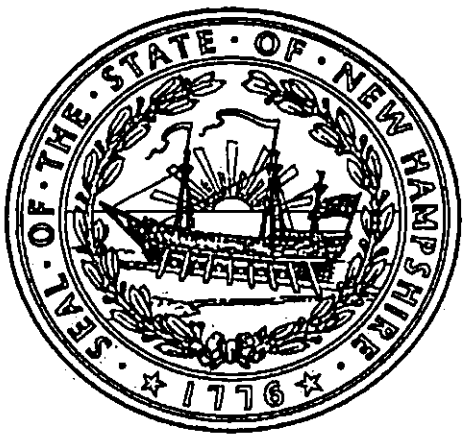
State of New Hampshire
Department of State

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**

Certificate Number : **0005462441**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **1st** day of **November** A.D. **2021.**

William M. Gardner
Secretary of State

Certificate of Authority #2 (Corporation, Non-profit Corporation)

Corporate Bylaws

I, Andreas Jansson, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name)
of Cale America Inc. I hereby certify the following is a true copy of the current *(Name of Corporation)*
Bylaws or Articles of Incorporation of Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations Kenneth J Beattie, Secretary/Treasurer, Andreas Jansson, Sr. VP of Sales.
(List officer titles or position)

I further certify that the following individuals currently hold the office or positions authorized: Kenneth J Beattie, Secretary/Treasurer, Andreas Jansson, Sr. VP of Sales.
(List individuals holding positions authorized)

I hereby certify that it is understood that the State of New Hampshire will rely on this certificate as evidence the person listed above currently occupies the position indicated and they have full authority to bind the corporation. This authority **shall remain valid for thirty (30)** days from the date of this certificate.

Andreas

DATED: December 20, 2021

ATTEST: Andreas Jansson, Sr. VP of Sales
(Name & Title)

STATE OF Florida
COUNTY OF Pinellas

On the 13th day of December 2021, before me Heather Linthicum the undersigned officer personally appeared Andreas Jansson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Heather Linthicum
Justice of the Peace / Notary Public

My Commission Expires: 4/22/23

HEATHER LINTHICUM
MY COMMISSION # GG 286899
EXPIRES: April 22, 2023
Bonded Thru Notary Public Underwriters

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2021

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 have ADDITIONAL INSURED provisions or 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) 818-5398
E-MAIL ADDRESS: susan.kern@stahlinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Insurance Co	35289
INSURER B:	Continental Casualty Co	20443
INSURER C:	National Fire Ins Co of Hartford	20478
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Cale America, Inc. dba Flowbird
13190 58th Court
Suite 401-402
Clearwater FL 33760

COVERAGES CERTIFICATE NUMBER: 2021 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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			7014775383	03/01/2021	03/01/2022	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
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			7014775402	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			7014775447	03/01/2021	03/01/2022	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7014774516	03/01/2021	03/01/2022	[X] PER STATUTE [ ] 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

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

CERTIFICATE HOLDER

Department of Natural and Cultural Resources Division of Parks and Recreation
172 Pembroke Road
Concord NH 33760

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

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State of New Hampshire
Department of Natural and Cultural Resources

Estimated Yearly Costs March 1, 2022 - December 31, 2022

Division of Parks and Recreation
Seacaost Parking Meters

	Units	Cost Per Unit	March 2022-June 30, 2022 (4 Months)	July 1-November 30, 2022 (5 Months)	Total FY 2022 & FY 2023 (9 Months)
Monthly Service Agreement FOR CWT with FWO2 Pro	40	$20.00	$3,200.00	$4,000.00	$7,200.00
Part Smart Exchange Program CWT-BA	40	$59.00	$9,440.00	$11,800.00	$21,240.00
CWTST to CWT Touch Upgrade (If required for Continued Operation)	3	$3,300.00	$9,900.00	0	$9,900.00
Paper Supplies Yearly Parks Perforated Custom Receipt Paper	150	$26.50	$3,975.00	0	$3,975.00
Contingencey for Spare Parts as required	1	Each	$20,000.00	$20,000.00	$40,000.00
Monthly Service Agreement FOR CWT with FWO2 Pro Part Smart Exchange Program CWT-BA (if required)	2	$79.00	$632.00	$790.00	$1,422.00
			$47,147.00	**$36,590.00**	**$83,737.00**
			FY 2022 Total	**FY 2023 Total**	**TOTAL**