



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

45

September 28, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable 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 contract with IPS Group, Inc. (VC #427473), San Diego, CA, in the amount of \$716,603.59 for the Parking Enterprise System, with the option to renew for two additional three-year periods, effective upon Governor and Council approval through December 31, 2027. 100% Other Funds (Agency Income).

Funding is available in the following accounts for Fiscal Year 2023 and are anticipated to be available in Fiscal Years 2024 through 2028, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-05-035-351510-37200000, Service Parks

	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
103-502664 – Contracts for Op Svcs.	\$426,158.59	-	-	-	-	-

03-035-035-351510-73000000, Hampton Meters

103-502664 – Contracts for Op Svcs.	-	\$63,495	\$63,495	\$63,495	\$63,495	\$36,465
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**EXPLANATION**

The New Hampshire Division of Parks and Recreation - Seacoast Park Patrol oversees the 15 metered parking lots along the NH Seacoast with a total of 1,745 parking spaces. The metered parking is in operation from April 1 through October 31 and from 8am through midnight daily including weekends and holidays. With the seacoast being a premier visitor destination, the Parking Enterprise Program generates over \$2.5 million annually, including parking kiosk payments and enforcement efforts. Currently, the Division is in contract with Flowbird Group (Parking Meters) and Cardinal Tracking, Inc., (Parking Enforcement). Both contracts expire on December 31, 2022.

On February 24, 2022, an invitation to submit proposals for the Parking Enterprise System was posted on the Division of Purchase and Property's website and the Division of Parks and Recreation's website. This proposal sought to combined both parking enforcement and meter collection services with the goal of finding a comprehensive integrated system that will improve efficiency and simplify overall metering operations. The deadline to submit proposals was March 21, 2022. Six proposals were received and five were scored. One proposal was immediately disqualified as it did not meet the full scope of the RFP. IPS Group, Inc., was selected based upon their overall score. A copy of the scoring summary and evaluation members is attached for your review.


The DNCR-2022-065 Parking Enterprise System Contract was developed through the release of the DNCR-2022-065 Parking Enterprise System Request for Proposals (RFP) in collaboration with the Department of Information and Technology (DoIT) to ensure that State standards are being met and that the technical and security issues that would be essential to the success of the project have been addressed.

The option of contracting with DoIT to develop an internal system for our metered parking program was not a viable option due to the development time, the extensive support required, and the costs involved. DoIT does not have funding available to accommodate this type of project.

By combining the two aspects of the Parking Enterprise program, this contract will allow the Division to streamline all aspects of its current metered parking programs being used along the NH Seacoast into one Parking Enterprise System to greatly improve the overall management of the program. One of the primary goals of this new System is to maximize our potential in revenue collection and reporting. By utilizing the software provided by IPS Group, Inc., the Division of Parks and Recreation will be able to manage parking payments (via cash and credit/debit cards onsite or by using a mobile application), vehicle registration information, citation payments, fees, citation voids and appeals, sending notices to outstanding accounts, and sending delinquent accounts to our collection agency. Advanced technology will also allow the Division to keep up with the demand for convenience of services and acceptance of payments by our guests.

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

Respectfully submitted,



Michael A. Housman  
Supervisor of Parks Operations

Concurred,

(154)



Sarah L. Stewart  
Commissioner

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT of NATURAL and CULTURAL RESOURCES**  
**Division of Parks and Recreation**

**RFP Scoring Summary**

Name of Company	State	Scoring Criteria and Maximum Points					Total Score	Total Cost
		Proposed Software (25 Pts Max)	Vendor Technical, Service and Project Mgmt Experience	Corporate Qualifications (15 Pts Max)	Staffing Qualifications (15 Pts Max)	Solution Cost (20 Pts Max)		
Park Mobile, LLC	GA	Disqualified						
Cale (DBA: Flowbird Group)	NJ	13.80	18.40	13.0	11.80	8.18	65.18	\$3,305,059.45
VenTek International	CA	19.00	18.20	13.40	13.00	10.08	73.68	\$2,683,583.73
IPS Group, Inc.	CA	22.20	24.80	15.00	14.40	20.00	96.40	\$1,352,270.23
Cardinal Tracking, Inc.	TX	13.80	17.40	11.00	10.60	8.40	61.20	\$3,219,250.25
Premium Parking	LA	12.60	11.80	10.20	10.60	6.48	51.68	\$4,176,526.90

EVALUATION COMMITTEE MEMBERS		
Name	Title	Relevant Experience
Diane Hanson	Program Specialist	Diane (Dee Dee) has worked for the NH Division of Parks and Recreation for 20 years. She got her start with the state as a receptionist for the Division of Parks and Recreation. For the past 12 she has overseen multiple programs including the parking enforcement and the special use permits. She has been responsible for writing permits for events and managing three contracts related to the parking enforcement including the Parking Enforcement, Citation Lockbox Service contract and the Collection Agency contract.
Nicole Warren	IT Lead/EDS Supervisor, NH Department of Information and Technology	Nicole has managed all IT projects, budgets, RFP's, RFB's and contracts for DNCR over the last 22 years.

Edward Mussey	Public Works Project Manager I	Edward has 23 Years with the Department, Design Development and Maintenance Section. The Contract Manager of the Pay Station program since its inception in 2009. Manages construction projects with the Department.
Darienue Messer	Enterprise Program Specialist	Darienue has worked with DNCR for nearly 2 years as a point of contact for customer service with focus on the Aspira Enterprise contract. Darienue's experience includes guiding customers through website troubleshooting and conveying customer experiences back to DPR staff for development.
Shawn Hamilton	Deputy Supervisor of Park Operations	To administer agency objectives and the daily operations of the NH State Parks System. Shawn has worked for the Division in some capacity for over 10 years.



**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](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

September 29, 2022

Sarah L. Stewart, Commissioner  
Department of Natural and Cultural Resources  
State of New Hampshire  
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 ISP Group, Inc., as described below and referenced as DoIT No. 2022-065.

The purpose of this request is to enter into a contract with ISP Group, Inc for the Parking Enterprise System – State Park owned metered parking along the NH seacoast.

The price limitation will be \$716,603.59, effective upon Governor and Executive Council approval through December 31, 2027.

A copy of this letter must accompany Department of Natural and Cultural Resources' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd  
DoIT #2022-065

cc: Nicole Warren, IT Manager

**DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PROCUREMENT AND SUPPORT SERVICES  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
CONCORD, NEW HAMPSHIRE 03301-6398**

DATE: Oct 4, 2022

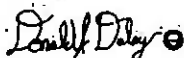
TO: CHARLES ARLINGHAUS, COMMISSIONER  
DEPT. OF ADMINISTRATIVE SERVICES

<b>Requester:</b> <b>Donald Daley</b>	<b>Agency:</b> <b>DNCR - Parks &amp; Recreation</b>
<b>Commodity:</b> <b>946-Financial Services</b>	<b>Vendor:</b> <b>IPS Group, Inc.</b>
<b>RFB/RFP/RFQ (if applicable)</b> <b>2022-065</b>	<b>Contract:</b> 8002054 JPMorgan Chase Bank NA and 8003028 First Data Merchant Services
<b>Est. Amount:</b> <b>\$716,603.59</b>	

PERMISSION IS HEREBY REQUESTED TO WAIVE THE MANDATORY STATEWIDE CONTRACT USAGE PROVISION OF RSA 21-I:17-C, AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The Department of Natural and Cultural Resources, Division of Parks and Recreation, Parking Enterprise Program is requesting a waiver of the statewide Merchant Card Services contracts 8002054 and 8003028. The Division has selected IPS Group, Inc. through the RFP process as a solution that will combine their metered parking kiosks on the seacoast with their parking enforcement program - two separate contracts that expire 12/31/22. IPS Group will also be the merchant of record offering a flat merchant credit card fee. Combining the two programs will streamline the Parking Enterprise System as well as offer more payment options.  
The expiration date for this requested waiver is December 31, 2027.

**SUBMITTED FOR ACCEPTANCE BY:**



DN: cn=Donald J Daley, o=Division of Procurement Support Services, ou=Merchant Card Program, email=donald.j.daley@dnr.nh.gov, c=US  
Date: 2022.10.03 15:58:38 -04'00'

**PURCHASING AGENT/SUPERVISOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES**

**REVIEWED FOR ACCEPTANCE BY:**



DN: cn=Colin Capelle, o=Division of Procurement and Support Services, ou=Bureau of Purchase and Property, email=Colin.S.Capelle@dnr.nh.gov, c=US  
Date: 2022.10.03 16:19:27 -04'00'

**COLIN S. CAPELLE, ADMINISTRATOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES**

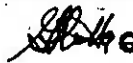
**RECOMMENDED FOR ACCEPTANCE BY:**



DN: cn=Mathew T. Stanton, o=State of NH, ou=Bureau of Purchase & Property, email=mathew.l.stanton@dnr.nh.gov, c=US  
Date: 2022.10.04 08:26:36 -04'00'

**MATHEW T. STANTON, DEPUTY DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES**

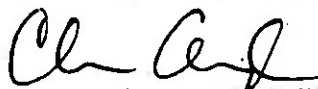
**APPROVED FOR ACCEPTANCE BY:**



DN: cn=Gary S Lunetta, o=Department of Administrative Services, ou=Division of Procurement Support Services, email=Gary.S.Lunetta@dnr.nh.gov, c=US  
Date: 2022.10.04 08:27:42 -04'00'

**GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES**

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



**CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

DATE 10/5/22



STATE OF NEW HAMPSHIRE

Department of Natural and Cultural Resources

Division of Parks and Recreation

Parking Enterprise System

DNCR-2022-065

*RL* 9/30/22  
\_\_\_\_\_  
initial/Date

Template Revision V5.0 September 8, 2021

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**STATE OF NEW HAMPSHIRE**  
**Department of Natural and Cultural Resources**  
**Division of Parks and Recreation**  
**2022-065 – Parking Enterprise System**  
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CPL 9/30/22  
Initial/Date



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CP2 9/30/22  
Initial/Date

**STATE OF NEW HAMPSHIRE**  
**Department of Natural and Cultural Resources**  
**Division of Parks and Recreation**  
**2022-065 – Parking Enterprise System**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

**FORM NUMBER P-37 (version 12/11/2019)**

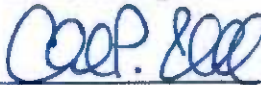
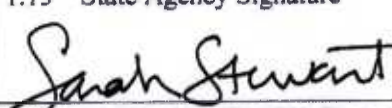
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> DNCR – Division of Parks and Recreation		<b>1.2 State Agency Address</b> 172 Pembroke Road, Concord NH 03301	
<b>1.3 Contractor Name</b> IPS Group, Inc. ("Contractor")		<b>1.4 Contractor Address</b> 7737 Kenamar Court, San Diego CA 92121	
<b>1.5 Contractor Phone Number</b> (858) 404-0607	<b>1.6 Account Number</b> 37200000-103-502664 73000000-103-502664	<b>1.7 Completion Date</b> 12/31/27	<b>1.8 Price Limitation</b> \$716,603.59
<b>1.9 Contracting Officer for State Agency</b> Dee Dee Hanson, Program Specialist		<b>1.10 State Agency Telephone Number</b> (603) 271-3556	
<b>1.11 Contractor Signature</b>  Date: 9/30/2022		<b>1.12 Name and Title of Contractor Signatory</b> Chad P Randall, CEO	
<b>1.13 State Agency Signature</b>  Date: 10/17/22		<b>1.14 Name and Title of State Agency Signatory</b> Sarah L. Stewart, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By: <i>/s Christopher Bond</i> On: 10/19/22			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

*CPL* 9/30/22  
 Initial/Date





**STATE OF NEW HAMPSHIRE**  
**Department of Natural and Cultural Resources**  
**Division of Parks and Recreation**  
**2022-065 – Parking Enterprise System**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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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 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

PC 9/30/22  
Initial/Date

**STATE OF NEW HAMPSHIRE**  
**Department of Natural and Cultural Resources**  
**Division of Parks and Recreation**  
**2022-065 – Parking Enterprise System**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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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 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.

  
\_\_\_\_\_  
Initial/Date



**STATE OF NEW HAMPSHIRE**  
**Department of Natural and Cultural Resources**  
**Division of Parks and Recreation**  
**2022-065 – Parking Enterprise System**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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**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.

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**EXHIBIT A – SPECIAL PROVISIONS**

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**EXHIBIT A - SPECIAL PROVISIONS**

The terms outlined in the P-37 General Provisions are modified as set forth below:

**A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

**3.3** The Term may be extended twice up to Three (3) years(s) each, (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond December 31, 2033 under the same terms and conditions, subject to approval of the Governor and Executive Council.

**A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:**

**5.5** The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall either party be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.

**A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:**

**8.2.5** Give the Contractor a written notice specifying the event of Default, such notice to allow the Contractor a reasonable period in which to cure the event of Default. Should the Contractor fail to cure that event of Default within such period then the State may terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

**A.4 Provision 9, Termination, is deleted and replaced with the following:**

**9. TERMINATION**

**9.1** Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has

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the orderly transfer of such Services to the State or its designees (“Transition Services”).

**9.2.4** This covenant in paragraph 9 shall survive the termination of this Contract.

**A.5** **Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:**

**10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

**10.4.1** In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State’s Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**10.5** Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

**10.6** A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and

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Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

- 10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.
- 10.8** This covenant in paragraph 10 shall survive the termination of this Contract.
- A.6** **Provision 12, Assignment/Delegation/Subcontracts, is deleted and replaced with the following:**
- 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 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.
- 12.3** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:
- a.** continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
  - b.** immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

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**A.7 The following Provisions are added and made part of the P37:**

**25. FORCE MAJEURE**

- 25.1** Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
- 25.2** Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

**26. EXHIBITS/ATTACHMENTS**

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

**27. NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

**28. GOVERNMENT APPROVALS**

Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

**29. ORDER OF PRECEDENCE**

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Natural and Cultural Resources Contract Agreement DNCR 2022-065.
- ii. State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation, RFP# 2022-065, Parking Enterprise System.
- iii. Contractor Proposal Response to Department of Natural and Cultural Resources, Division of Parks and Recreation, RFP# 2022-065, Parking Enterprise System dated February 8, 2022

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**EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

**1. STATEMENT OF WORK**

The Contractor shall provide the State with a hosted Parking Enterprise System Solution including required hardware, software, replacement parts, paper materials, and technical support and maintenance as part of a turn-key solution (“Solution”).

The Solution will support the multimillion-dollar revenue center for the Parking Enterprise program. It will allow the Division of Parks and Recreation (“DPR”) to manage the parking operations at the meter based state-owned parking areas along the seacoast. The Solution shall also allow for possible expansion to other locations throughout the State. Further, the Solution will allow DPR to better manage our communications with customers.

The Solution shall include:

- Pay stations that allow users to purchase valid parking time for the space they are using. The pay stations shall offer multiple payment type options including cash, coin, and credit/debit cards. The purchase of time will be linked to the vehicles license plate number allowing the DPR to verify compliance of every vehicle.
- Pay-by-phone capability that allows users to purchase valid parking time using their cell phone rather than the pay station. The purchase of time will be linked to the vehicles license plate number, as well as their phone number. The system shall alert the user when time is nearly expired, allowing the user to renew their time from any location without having to go back to their vehicle.
- In addition to their own pay-by-phone software, the Contractor shall contract with ParkMobile as a third-party vendor to offer additional option for pay-by-phone parking.
- Parking enforcement capability including hardware needed to issue citations to vehicles violating the DPR administrative rules. This shall include software that has the ability to upload parking citations and photographs in real-time into a database for tracking payments, late fees, notices, and third-party debt collection capability.
- The software shall allow the State to obtain vehicle owner information from all 50 states and all Canadian providences.
- Parking permit module that will allow DPR to administer permits for winter parking as well as summer leases.
- Mobile License Plate Recognition software and hardware. This will allow the DPR to have hardware installed in a motorized vehicle to travel through the lots and determine if vehicles are in violation.

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- The Solution shall provide an extensive back-end system that provides revenue tracking from the pay stations and the parking citations. The back-end system shall provide comprehensive financial, technical, and administrative tools.
- The Solution shall provide robust reporting capabilities including ad-hoc reporting.
- The Solution shall provide 4G wireless data service connection for Pay Station communication with the option to switch to 5G when it becomes widely available.
- The Solution shall be highly configurable and allow for easy updates of violation types, fine amounts, etc. The software shall assign unique violation numbers from a pool of numbers assigned by the DPR. The violation numbers are assigned sequentially and can never be assigned more than once.
- Security access based on user roles shall be provided. Each user will require a user ID and will only be able to access the software with a password. All data transfers shall adhere to strict data transfer protocol and must be approved by the DPR.
- Contractor shall implement processes to ensure that data and photos for all violations have no issue uploading from handheld devices to the server. Contractor shall ensure data recovery processes are in place in the event of lost data or handhelds.
- Solution shall facilitate the capturing of pictures to support a violation. Multiple pictures are required to be associated with a violation.
- The Solution shall print violations in the format prescribed by the DPR. The Solution shall have the ability to reprint violations.
- The Solution shall allow for adaptation to other type of violation issuance for example, handwritten, and the software shall allow for the data capture of non-violation information such as broken meters, loading zones, etc.
- The citation software shall have mobile reporting/printing capability for the issuing officer and/or supervisor. Reports include, but are not limited to, number of tickets issued, and number of tickets voided.
- The Contractor Solution shall maintain a test or development environment for testing, including user acceptance testing of all changes, upgrades, updates to the citation issuance software separate from the production environment.
- The Contractor shall be the merchant of record for all credit card transactions.
- The Contractor shall transfer all funds (minus all credit card transaction and gateway fees) to the State monthly.
- The Contractor shall provide via email a report that lists the transfer amount, the bank account, the total fees retained, and the distribution period.
- The Contractor shall meet with the State on an annual basis for a business review meeting. This meeting shall take place sometime between October and December at Hampton Beach State Park.
- The Contractor shall meet with the State on an annual basis for an operational discussion to recap the season and discuss any concerns. This meeting shall take place sometime in October and may be on-site or virtual.

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- The Contractor shall meet via phone or virtually with the State on a weekly basis to discuss any ongoing concerns.

**2. BUSINESS / TECHNICAL REQUIREMENTS**

Business and Technical Requirements are identified in Exhibit G: Attachment 1.

**2.1 Compliance Requirements**

The Contractor shall provide the Agency with the following reports with the signed contract and annually:

- Attestation of Compliance (AOC) certifying PCI-DSS and PA-DSS confirming successful completion of application and network penetration tests.
- System and Organization Controls (SOC) 2 report.

**3. ACTIVITY, DELIVERABLE, AND MILESTONE**

Activity, Deliverable, and Milestones are set forth in Exhibit G: Attachment 2.

**4. DELIVERABLE REVIEW AND ACCEPTANCE**

**4.1 Non-Software and Written Deliverables Review and Acceptance**

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

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**4.2 Software Deliverables Review and Acceptance**

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Acceptance and Testing Services described herein.

**4.3 Number of Deliverables**

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

**4.4 Conditional and Unconditional Acceptance**

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

**5. CHANGE ORDER**

The State may make changes, revisions, or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

**6. IMPLEMENTATION SERVICES**

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

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The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

**7. PROJECT MANAGEMENT**

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

**7.1 The Contractor Key Project Staff**

**7.1.1. The Contractor's Contract Manager**

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Chad Randall, COO  
858-568-7609  
[chad.randall@ipsgroupinc.com](mailto:chad.randall@ipsgroupinc.com)

Brian Webber, General Counsel  
858-634-2083  
[brian.webber@ipsgroupinc.com](mailto:brian.webber@ipsgroupinc.com)

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**7.1.2. The Contractor's Project Manager**

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Enforcement, Permitting, and LPR Solutions:

Cathy Bock  
858-216-8587  
[cathy.bock@ipsgroupinc.com](mailto:cathy.bock@ipsgroupinc.com)

Meters/Kiosks:

Steve Snyder  
215-206-8545  
[steve.snyder@ipsgroupinc.com](mailto:steve.snyder@ipsgroupinc.com)

Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager shall be available to promptly respond during normal Business Hours within Two (2) hours of inquiries from the State, and be at the site as needed. Project Manager shall work diligently and use his/ her best efforts on the Project.

**7.1.3. Change of Project Manager**

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

**7.1.4. The Contractors Additional Key Project Staff**

The Contractor considers the following individuals to be Key Project Staff for this Project:

Dave Rotenberg  
858-255-4655  
Technology Manager

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Tyler Cain  
513-550-1658  
Sales and Key Point of Contact

Mark Berling  
603-490-2030  
Sales and Key Point of Contact

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

**7.1.5. Termination for Lack of Project Management and Key Project Staff**

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

**7.2 The State Key Project Staff**

**7.2.1. The State Contract Manager**

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Diane (Dee Dee) Hanson, Program Specialist II  
603-271-2944  
[diane.d.hanson@dncr.nh.gov](mailto:diane.d.hanson@dncr.nh.gov)

**7.2.2. The State Project Manager**

The State shall assign a Project Manager. The State's Project Manager is:

Diane (Dee Dee) Hanson, Program Specialist II  
603-271-2944  
[diane.d.hanson@dncr.nh.gov](mailto:diane.d.hanson@dncr.nh.gov)

The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

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**7.2.3. The State Key Project Staff**

The State considers the following individuals to be Key Project Staff for this Project:

Edward Mussey,  
Meter/Kiosk Technical support.

**8. WORK PLAN**

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within seven (7) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan created by the Contractor and the State is set forth in Exhibit G: Attachment 3.

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

**9. ACCEPTANCE & TESTING SERVICES**

The Acceptance & Testing Service plan is set forth in Exhibit G: Attachment 4.

**10. MAINTENANCE, OPERATIONS AND SUPPORT**

**10.1 System Maintenance**

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

**10.2 System Support**

The Contractor shall perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

**Class A Deficiencies** – defined as: Software\Hardware - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Services - inadequate and require re-performance of the Service. The Contractor shall initiate corrective action to resolve critical system issues for components

                      
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provided by the Contractor that render NH Parks unable to perform normal business functions. Normal business functions are defined as those that perform a transaction.

**March 1 – November 30** The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State 8am - 10pm EST seven (7) days a week (including holidays) with an email/telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) hours of a request;

**December 1 – February 28** The Contractor shall have on-call telephone assistance to, with issue tracking available to the State 9am - 4pm EST Monday through Friday with an email/telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic services within four (4) hours of a request;

**Class B Deficiencies – defined as** Software\Hardware - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Services were deficient, require reworking, but do not require re-performance of the Service.

The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; the Contractor shall initiate corrective action to resolve system issues for components provided by the Contractor that render NH Parks unable to perform non-transaction performing system functions. The Contractor shall initiate corrective action to resolve system issues for components provided by the Contractor that render NH Parks unable to perform normal business functions, but can be performed through the use of a work around.

**Class C Deficiencies – defined as** Software\Hardware - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Services - require only minor reworking and do not require re-performance of the Service. The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; the Contractor shall initiate corrective action to resolve system issues for components provided by the Contractor that render NH Parks unable to perform non-transaction performing system functions.

**Deficiency Report:** The Vendor shall work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems and shall provide a written incident report containing this information within three business days of resolution.

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**10.3 Support Obligations**

The Contractor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;

- a. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:
  - i. nature of the Deficiency;
  - ii. current status of the Deficiency;
  - iii. action plans, dates, and times;
  - iv. expected and actual completion time;
  - v. Deficiency resolution information;
  - vi. resolved by;
  - vii. identifying number i.e. work order number; and
  - viii. issue identified by; and
  
- b. The Contractor shall work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
  - i. mean time between Reported Deficiencies with the Software;
  - ii. diagnosis of the root cause of the problem; and
  - iii. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

**10.4 Contract Warranties and Representations**

**10.4.1. System**

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

**10.4.2. Software**

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

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For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

**10.4.3. Compatibility**

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

**10.4.4. Services**

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

**11. DATA PROTECTION**

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the

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Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

**11.1 Data Location**

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

**11.2 Security Incident Or Data Breach**

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

- a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

**11.3 Breach Responsibilities**

**11.3.1.** This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.

**11.3.2.** The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

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- 11.3.3.** The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
  - b. promptly implement necessary remedial measures, if necessary; and
  - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 11.3.4.** Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
- a. the investigation and resolution of the Data Breach;
  - b. notifications to individuals, regulators or others required by State law;
  - c. a credit monitoring service required by State (or federal) law;
  - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
  - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

**12. SOFTWARE AGREEMENT**

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement.

**13. ADMINISTRATIVE SERVICES**

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services.

**14. TRAINING**

The Contractor shall provide the Training Services as set forth in Exhibit G: Attachment 5.

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**15. MERCHANT CARD SERVICES**

As the merchant of record, the Contractor shall provide the following Merchant Card Services:

**PCI DSS Payment Application Data Security Standard (PA DSS)**

Whereas the Contractor provides a Commercial Off the Shelf (COTS) product used by the Department of Natural and Cultural Resources, Division of Parks and Recreation, which transmits, processes or stores cardholder Data and therefore must meet PA-DSS validation requirements.

Whereas the Contractor access to the production environment which transmits, processes or stores cardholder data and therefore is considered a "service provider" under Requirement 12.8 of the PCI DSS Requirements and Security Assessment Procedures of the latest edition.

The Contractor agrees to the following provisions:

- a. Contractor shall comply with all credit card brand rules, as applicable, in regards to their environment. The Contractor will work with the State if any non-compliance issues occur to ensure proper remediation of any non-compliance issues .
- b. Payment Card Industry Security Standards Council (PCI SSC) – Payment Application Data Security Standard (PA DSS) - As the Contractor's product is part of the processing, transmitting or storing of Cardholder Data it is hereby agreed that:
  - i. Contractor agrees to participate in the Payment Card Security Standards Council (PCI) Payment Application Data Security Standards program (PA DSS);
  - ii. Contractor agrees to provide evidence of compliance, PA DSS Attestation of Validation prior to Contract approval and upon request;
  - iii. Contractor is required to provide a PA-DSS Implementation Guide with instructions on secure product implementation, secure configuration specifics, and to clearly delineate Contractor responsibilities for meeting PCI DSS requirements. It should detail how to enable security settings within the network; and
  - iv. Contractor shall immediately notify the NH DoIT Chief Information Security Officer and the Merchant Card Administrator if it learns its application is no longer PA DSS compliant and shall immediately provide the DoIT Chief Information Security Officer of the steps being taken to remediate the non-compliance status. In no event should Contractor's notification to the DoIT be later than seven (7) calendar days after Contractor learns it is no longer PA DSS compliant.
- c. PCI DSS Requirement 12.8 of the latest edition, Service Provider – If the Contractor provides Services on the production environment used in the processing, transmission and/or storage of Cardholder Data, it is hereby agreed that:
  - i. Contractor agrees that it is responsible for the security of all Cardholder Data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the Cardholder Data;

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- ii. Contractor attests that, as of the Effective Date of this contract, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with PCI DSS; and
  - iii. Contractor agrees to supply the current status of Contractor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to the Department of Natural and Cultural Resources, Division of Parks and Recreation. Contractor must supply to Department of Natural and Cultural Resources, Division of Parks and Recreation an Attestation of compliance at least annually and upon request.
  - iv. Contractor shall immediately notify NH DoIT Chief Information Security Officer and the Merchant Card Administrator if it learns that it is no longer PCI DSS compliant and shall immediately provide Department of Natural and Cultural Resources, Division of Parks and Recreation the steps being taken to remediate the non-compliance status. In no event shall Contractor's notification to NH DoIT Chief Information Security Officer be later than seven (7) calendar days after Contractor learns it is no longer PCI DSS compliant.
  - v. Contractor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Contractor to be and to remain PCI DSS compliant.
  - vi. Contractor shall agree to work with Department of Natural and Cultural Resources, Division of Parks and Recreation in order to clarify how responsibilities for PCI DSS requirements may be shared, by completing a CPI DSS Responsibility Matrix.
- d. Contractor shall disclose any Nested Third Party Service Provider (TPSP) that is a part of the Cardholder Environment. Contractor shall document the Nested TPSP's allocation of liability, responsibility and costs relating to actions of outsourced contractors and/or notifying the Contractor regarding incidents. The Department of Natural and Cultural Resources, Division of Parks and Recreation shall require an Attestation of Compliance on an annual basis and upon request from the Nested Third Party Service Provider.

**16. TERMS AND DEFINITIONS**

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

**17. CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

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**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

The terms outlined in the Payment Schedule is set forth below:

**1. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

**2. TRAVEL EXPENSES**

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

**3. SHIPPING FEES**

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

**4. INVOICING**

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices shall be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

**5. INVOICE ADDRESS**

Invoices may be sent to:

Department of Natural and Cultural Resources  
Division of Parks and Recreation  
Attn: Dee Dee Hanson  
172 Pembroke Road  
Concord, NH 03301

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**6. PAYMENT ADDRESS**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>.

**7. OVERPAYMENTS TO THE CONTRACTOR**

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**8. CREDITS**

The State may apply credits due to the State arising out of this Contract, against the Contractor's invoices with appropriate information attached.

**9. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

**10. LIQUIDATED DAMAGES**

In addition to the rights set forth in Section 8 of the State of New Hampshire General Provisions - P-37, the State shall have the right to assess Liquidated Damages for each day that there is a defective or non-performing component of the system as follows:

	April 1 – October 31	November 1 – March 31
Class A Deficiency:	\$10,000/day	\$2,500/day
Class B Deficiency:	\$5,000/day	\$1,000/day
Class C Deficiency:	\$1,000/day	\$ 500/day

The State shall send a notice to the Contractor by the means set forth in Exhibit B 10.2 of this Agreement. Following the date of notice, the Contractor shall have the following time period to cure the deficiency before Liquidated Damages are assessed:

Class A Deficiencies:	24 hours
Class B Deficiencies:	3 Business Days
Class C Deficiencies:	10 Business Days

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The imposition of Liquidated Damages is not a punitive action against the Contractor. The Parties acknowledge that actual damages to the State based on ongoing deficiencies would be difficult to ascertain and agree that the Liquidated Damages set forth herein are an attempt by the parties to determine a fair assessment of the damages that would be suffered by the State based on a defect or non-performance of the system.

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**11. PAYMENT SCHEDULE**

**11.1 Contract Type**

**11.1.1 Activities / Deliverables / Milestones Pricing**

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

<b>Table 11.1.</b>				
<b>ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET</b>				
	<b>ACTIVITY, DELIVERABLE, OR MILESTONE</b>	<b>DELIVERABLE TYPE</b>	<b>PROJECTED DELIVERY DATE</b>	<b>PRICE</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>				
1	Conduct Project Kickoff Meeting	Non-Software	0-5 Days After Receipt of Signed Contract	Included
2	Work Plan	Written	0-5 Days After Receipt of Signed Contract	Included
3	Weekly Project Status Reports and Meeting	Written	Weekly	Included
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	0-30 Days After Kick Off Meeting	Included
5	Security Plan	Written	0-30 Days After Kick Off Meeting	Included
6	Communications and Change Management Plan	Written	0-30 Days After Kick Off Meeting	Included
7	Software Configuration Plan	Written	0-30 Days After Kick Off Meeting	Included
8	Systems Interface Plan and Design/Capability	Written	0-30 Days After Kick Off Meeting	Included
9	Testing Plan	Written	0-30 Days After Kick Off Meeting	Included
10	Data Conversion Plan and Design	Written	0-30 Days After Kick Off Meeting	Included
11	Deployment Plan	Written	0-30 Days After Kick Off Meeting	Included
12	Comprehensive Training Plan and Curriculum	Written	0-30 Days After Kick Off Meeting	Included

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13	End User Support Plan	Written	0-30 Days After Kick Off Meeting	Included
14	Business Continuity Plan	Written	0-30 Days After Kick Off Meeting	Included
15	Documentation of Operational Procedures (including installation, maintenance, and repairs, including wiring diagrams and specifications for the Solution)	Written	0-30 Days After Kick Off Meeting	Included
<b>INSTALLATION</b>				
16	Provide the State with a personal secure FTP site to be used for uploading and downloading files as applicable.	Software	30-60 days After Receipt of Contract	Included
17	Provide Software Licenses if needed	Written	30-60 days After Receipt of Contract	Included
18	Provide Fully Tested Data Conversion Software	Software	60-90 Days After Receipt of Contract	Included
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	90 – 120 Days After Receipt of Contract	Included
<b>TESTING</b>				
20	Conduct Integration Testing	Non-Software	60-90 Days After Receipt of Contract	Included
21	Conduct User Acceptance Testing	Non-Software	90 -120 Days After Receipt of Contract	Included
22	Perform Production Tests	Non-Software	90-120 Days After Receipt of Contract	Included
23	Test In-Bound and Out-Bound Interfaces	Software	90-120 Days After Receipt of Contract	Included
24	Conduct System Performance (Load/Stress) Testing	Non-Software	90-120 Days After Receipt of Contract	Included
25	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	90-120 Days After Receipt of Contract	Included
<b>SYSTEM DEPLOYMENT</b>				
26	Converted Data Loaded into Production Environment	Software	60-90 Days After Receipt of Contract	Included
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	60-90 Days After Receipt of Contract	Included
28	Conduct Training	Non-Software	90-120 Days After Receipt of Contract	Included

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29	Cutover to New Software	Non-Software	90-120 Days After Receipt of Contract	Included
30	Provide Documentation	Written	90-120 Days After Receipt of Contract	Included
31	Execute Security Plan	Non-Software	90-120 Days After Receipt of Contract	Included
32	Conduct Project Exit Meeting	Non-Software	90-120 Days After Receipt of Contract	Included
<b>OPERATIONS</b>				
33	Ongoing Hosting Support	Non-Software	As Needed. 1-2 Business Days After Requested is Submitted	Included
34	Ongoing Support & Maintenance	Software	As Needed. 1-2 Business Days After Requested is Submitted	Included
35	Ongoing Weekly Operation Meetings	Non-Software	Weekly	Included
36	Exception report for Pay Stations not repaired	Written	When required	Included
37	Repair and maintenance report which would include all change requests, implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close	Written	Quarterly	Included
38	Contractor shall supply to DNCR an Attestation of Compliance as well as a System and Organization Controls (SOC) 2 Report at least annually and upon request.	Written	Annually	Included
<b>Total</b>				<b>\$0.00</b>

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**11.2 Hardware Pricing**

<b>Table 11.2.</b>				
<b>HARDWARE PRICING WORKSHEET</b>				
	<b>HARDWARE ITEM</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL ONE-TIME COST</b>
<b>1</b>	MS3™ Pay Stations, recommended spare parts, Delivery & Installation with credit card and coin payment options. Includes 12-month parts warranty.	45	\$ 8,034.30	\$ 361,543.50
<b>2</b>	MS3™ Pay Station Spare Parts (See List Below)	1	Included	Included
<b>3</b>	Zebra ZQ320 Printer or Equivalent	11	\$ 995.00	\$ 10,945.00
<b>4</b>	Mobile License Plate Recognition Hardware	2	\$ 33,995.00	\$ 67,990.00
<b>5</b>	IPS Group Hardware Discount	1	\$(50,000.00)	\$ (50,000.00)
	<b>Total</b>			<b>\$ 390,478.50</b>

Itemized Spare Parts as listed in Table 11.2 line 2:

<b>Item Number</b>	<b>Description</b>	<b>Qty.</b>
800-006	Hengstler Thermal Printer with IPS Cover and Custom Spout	4
767-901	MS Paper - 7 inch Paper Roll (Standard)	200
767-615	MS 1 Bill Note Acceptor Assembly	4
767-043-ASY	MS 1 Coin Canister for BNA Model	20
CRC-103-1	Thermal Printer Cleaning Card featuring Waffletechnology (2 inch - 51mm) - (15) Per Box	5
767-046-ASY	MS1 Spare/Replacement 600 Note Cash Cassette with Lock	20
CRC-102	Bill Acceptor Cleaning Card featuring Waffletechnology 15 Per Box	10
1119-008	MS 3 EMV Card Reader Assembly	4
967-019	MS3 Pay by Plate BUS Keypad Assembly	4
967-022	MOAB Battery Pack Assembly	4
967-013	MS3 7 inch Color Display Touch Screen Assembly	1
967-042	MS3 US 1X6 Bus KeyPad Assembly	4
1119-005	Pay and Display Contactless Card Reader Assembly (EU Interface)	4
967-028	MS3 Electronic BUS Coin Shutter Assembly (EU Interface)	4
967-054	MS3 Coin Validator Assembly W/BUS	4
CRC-101	Card Reader Cleaning Card featuring Waffletechnology® (40) Per Box	5

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**11.3 Software License Pricing**

<b>Table 11.3</b>	
<b>SOFTWARE LICENSE PRICING WORKSHEET</b>	
<b>SOFTWARE ITEM</b>	<b>INITIAL COST</b>
<b>1</b> Enforcement Management System Setup & Configuration (EMS)	\$5,000.00
<b>2</b> Permit Management System Setup & Configuration (PTMS)	\$5,000.00
<b>3</b> Third Party Integration Setup (Includes two integrations)	\$3,000.00
<b>4</b> NH DMV Integration Setup	\$2,000.00
<b>5</b> Data Conversion from Cardinal Tracking	\$2,500.00
<b>6</b> Data Management System (DMS) for PayStations	Included
<b>Total</b>	<b>\$17,500.00</b>

**11.4 Software Operations, Maintenance and Support Pricing**

<b>TABLE 11.4.</b>								
<b>SOFTWARE OPERATIONS, MAINTENANCE, AND SUPPORT PRICING WORKSHEET</b>								
	<b>SOFTWARE NAME</b>	<b>FY23 1/1/23 - 6/30/23</b>	<b>FY24 7/1/23 - 6/30/24</b>	<b>FY25 7/1/24 - 6/30/25</b>	<b>FY26 7/1/25 - 6/30/26</b>	<b>FY27 7/1/26 - 6/30/27</b>	<b>FY28 7/1/27 - 12/31/27</b>	<b>TOTAL</b>
<b>1</b>	Enforcement Management System	\$5,850.00	\$13,650.00	\$13,650.00	\$13,650.00	\$13,650.00	\$7,800.00	\$68,250.00
<b>2</b>	Permit Management System	\$3,600.00	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00	\$4,800.00	\$42,000.00
<b>3</b>	Handheld Support Licenses (11 Devices)	\$1,980.00	\$4,620.00	\$4,620.00	\$4,620.00	\$4,620.00	\$2,640.00	\$23,100.00
<b>4</b>	Third Party Integration Support (Includes 2 Integrations)	\$450.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$600.00	\$5,250.00
<b>5</b>	Extended Parts Warranty for (45) Pay Stations	\$0.00	\$13,275.00	\$13,275.00	\$13,275.00	\$13,275.00	\$4,425.00	\$57,525.00
<b>6</b>	Extended Warranty for (2) Mobile LPR Systems, Includes Advance Reply with Overnight Parts Delivery	\$0.00	\$8,900.00	\$8,900.00	\$8,900.00	\$8,900.00	\$8,900.00	\$44,500.00
<b>Total</b>		<b>\$11,880.00</b>	<b>\$49,895.00</b>	<b>\$49,895.00</b>	<b>\$49,895.00</b>	<b>\$49,895.00</b>	<b>\$29,165.00</b>	<b>\$240,625.00</b>

**NOTE:** Pricing for all items except extended warranty is factored on in-season months only (April-October).

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**11.5 Hosting Pricing**

<b>TABLE 11.5</b>								
<b>HOSTING DETAIL PRICING WORKSHEET</b>								
	<b>HOSTING DESCRIPTION</b>	<b>FY23 1/1/23 - 6/30/23</b>	<b>FY24 7/1/23 - 6/30/24</b>	<b>FY25 7/1/24 - 6/30/25</b>	<b>FY26 7/1/25 - 6/30/26</b>	<b>FY27 7/1/26 - 6/30/27</b>	<b>FY28 7/1/27 - 12/31/27</b>	<b>TOTAL</b>
<b>1</b>	Data Management and Wireless Plan for (40) Pay Stations. Includes access to the IPS Data Management System and wireless connectivity to all Pay Stations.	\$3,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$4,000.00	\$35,000.00
<b>2</b>	LPR Cloud Hosting Fee	\$3,300.00	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	\$3,300.00	\$33,000.00
	<b>Total</b>	<b>\$6,300.00</b>	<b>\$13,600.00</b>	<b>\$13,600.00</b>	<b>\$13,600.00</b>	<b>\$13,600.00</b>	<b>\$7,300.00</b>	<b>\$68,000.00</b>

**NOTE:** Pricing for all items is factored on in-season months only (April-October).

**11.6 Implementation Pricing Summary**

<b>TABLE 11.6</b>		
<b>IMPLEMENTATION PRICING SUMMARY</b>		
<b>COST TABLE</b>	<b>COST TYPE</b>	<b>TOTAL COST</b>
11.1	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	INCLUDED
11.2	Hardware Pricing (Total from Hardware Pricing Worksheet)	\$ 390,478.59
11.3	Software License Pricing (Total from Software License Pricing Worksheet)	\$ 17,500.00
11.4	Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)	\$ 240,625.00
11.5	Hosting Pricing (Total from Hosting Detail Pricing Worksheet)	\$ 68,000.00
<b>Grand Total (Items 1-6, based on year 1. Some items TBD based on actual use)</b>		<b>\$ 716,603.59</b>

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**11.7 Transaction Fees**

<b>TABLE 11.7</b>							
<b>TRANSACTION FEES</b>							
	<b>DESCRIPTION</b>	<b>FY23 1/1/23 - 6/30/23</b>	<b>FY24 7/1/23 - 6/30/24</b>	<b>FY25 7/1/24 - 6/30/25</b>	<b>FY26 7/1/25 - 6/30/26</b>	<b>FY27 7/1/26- 6/30/27</b>	<b>FY28 7/1/27 - 12/31/27</b>
1	In-State Registered Owner Information Acquisition (per look-up)	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
2	Out-of-State Registered Owner Information Acquisition (per look-up)	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
3	Citation Payment Portal Credit Card Gateway Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Citation Payment Portal Credit Card Merchant Processing Fee	3%	3%	3%	3%	3%	3%
5	PayStation/ParkSmarter/ParkMobile Merchant Processing Fee (per transaction)	3% + \$0.20	3% + \$0.20	3% + \$0.20	3% + \$0.20	3% + \$0.20	3% + \$0.20
6	Delinquent Notice Mailing per letter (postage included)	\$0.90	\$0.90	\$0.90	\$0.90	\$0.90	\$0.90
7	PayStation/ParkSmarter Credit Card Gateway Fee (per transaction)	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
8	Third Party: ParkMobile Per Transaction Fee	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35

**NOTE:** All transaction fees shall be withheld by the Contractor prior to remitting monthly revenue collected.

**11.8 Contractor Staff, Resource Hours and Rates Worksheet**

<b>TABLE 11.8</b>		
<b>CONTRACTOR STAFF, RESOURCE HOURS AND RATES WORKSHEET</b>		
	<b>PROJECT MANAGER</b>	<b>POSITION 1 - Meter Tech</b>
<b>Planning And Project Management</b>	<b>Included</b>	
<b>Installation</b>		
<b>Testing</b>		
<b>System Deployment</b>		
<b>Operations</b>		
<b>Total Hours</b>		<b>20 days</b>
<b>Hourly Rate</b>		<b>\$950/day</b>
<b>Contractor Resource Price Total (Hours X Rate)</b>		<b>19000</b>

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**11.9 Future Contractor Rates Worksheet**

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

<b>TABLE 11.9</b>						
<b>FUTURE CONTRACTOR PRICING WORKSHEET</b>						
<b>POSITION TITLE</b>	<b>FY23 1/1/23 - 6/30/23</b>	<b>FY24 7/1/23 - 6/30/24</b>	<b>FY25 7/1/24 - 6/30/25</b>	<b>FY26 7/1/25 - 6/30/26</b>	<b>FY27 7/1/26- 6/30/27</b>	<b>FY28 7/1/27 - 12/31/27</b>
Project Manager	\$950/DAY					
Position 1 - Meter Tech	\$950/DAY					
Engineering Customizations	\$200/HOUR					
<b>Total</b>	As needed	As needed	As needed	As needed	As needed	As needed

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**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

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**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

1. License Grant. During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.
3. Software and Documentation Copies. Contractor shall provide the State with an electronic version in both Microsoft Word and PDF formats of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.
4. Restrictions. Except as otherwise permitted under the Contract, the State agrees not to:
  - a. Remove or modify any program markings or any notice of Contractor's proprietary rights;
  - b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
  - c. Cause or permit reverse engineering, disassembly or recompilation of the programs.
5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.
6. Audit. Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.
7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe

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**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

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any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Contractor control of the defense and any settlement negotiations; and
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

Unless specified otherwise in this agreement,

- a. Contractor will not indemnify the State if the State alters the Contracted Resources without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or services not provided by Contractor without Contractor's consent.
8. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's deliverables.
9. Custom Software. Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

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**EXHIBIT E – ADMINISTRATIVE SERVICES**

**EXHIBIT E – ADMINISTRATIVE SERVICES**

**1. DISPUTE RESOLUTION**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

<b>Table E-1.</b>			
<b>DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE</b>			
<b>LEVEL</b>	<b>CONTRACTOR POINT OF CONTACT</b>	<b>STATE POINT OF CONTACT</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Cathy Bock, Project Manager	Diane "Dee Dee" Hanson Program Specialist II State Project Manager ("PM")	5 Days
First	Tyler Cain, Business Development Director (Enforcement)  Mark Berling, Regional Sales Manager (Meters)	Michael Housman Supervisor of Park Operations	10 Days
Second	Randy Lassner, VP of Sales (Enforcement)  Mike Chiodo, VP of Sales (Meters)	Sarah L. Stewart Commissioner	20 Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other Party.

**2. ACCESS AND COOPERATION**

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software

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packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

**3. RECORD RETENTION**

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

**4. ACCOUNTING**

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

**5. AUDIT**

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1 Access to State Systems**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to the following rules:

**6.1.1. Computer Use**

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

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**EXHIBIT F – TERMS AND DEFINITIONS**

**EXHIBIT F – TERMS AND DEFINITIONS**

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

<b>TERM</b>	<b>DEFINITION</b>
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Contract	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.

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Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

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Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

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**EXHIBIT F – TERMS AND DEFINITIONS**

Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

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**Division of Parks and Recreation**  
**2022-065 – Parking Enterprise System**  
**EXHIBIT F – TERMS AND DEFINITIONS**

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<b>Work Plan</b>	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
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**STATE OF NEW HAMPSHIRE**  
**Department of Natural and Cultural Resources**  
**Division of Parks and Recreation**  
**2022-065 – Parking Enterprise System**  
**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

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**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

**1. ATTACHMENTS**

- a. Exhibit B Business and Technical Requirements – Attachment 1
- b. Activity, Deliverable, and Milestones – Attachment 2
- c. Work Plan – Attachment 3
- d. Acceptance and Testing Plan – Attachment 4
- e. Training Plan – Attachment 5

**2. CONTRACTOR CERTIFICATES**

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>GENERAL</b>					
B1.1	Data is retained by back office system for a minimum of seven (7) years with the capability to back up all data indefinitely.	M	Yes	Standard	IPS complies.
B1.2	Vendor must also provide removal of the existing in ground pay station anchoring devices. Vendor must perform all necessary site work to install new anchoring devices in existing locations. This may include the removal of concrete, asphalt pavement, placement of concrete, and placement of new asphalt.	M	Yes	Standard	IPS will comply.
B1.3	Vendor hardware must be compatible with all major cellular vendors.	M	Yes	Standard	IPS complies.
B1.4	Vendor must provide cellular data connectivity for all hardware.	M	Yes	Standard	IPS complies.
<b>REPORTING - GENERAL</b>					
B2.1	The Solution must have a user-friendly ad-hoc report writer and query tool and allow reports to be created and run by any authorized user of the Solution. The query tool is to allow data to be sent to a printer, file, or screen. Allow posting options such that citation fees, status changes, and account adjustments may be made in bulk as data is exported out of the Solution.	M	Yes	Standard	IPS complies.
B2.2	The Solution must provide printed reports that include the report title, column headings, date, and time report was generated. This information should be on all pages of the report.	M	Yes	Standard	IPS will comply.
B2.3	The Solution must allow the ability to run reports for a user-specified date range.	M	Yes	Standard	IPS complies.
B2.4	The Solution must allow the ability for all reports to be run for a specific lot location or range of locations.	M	Yes	Standard	IPS complies.
B2.5	The Solution must allow the ability to export reports into Microsoft Excel, PDF or RTF.	M	Yes	Standard	IPS complies. All reports can be exported into various formats, including CVS, RTF, PDF or Excel.
B2.6	The Solution must provide reports scheduled to run automatically and emailed to predetermined users.	M	Yes	Standard	IPS complies. All reports can be automatically generated based on your Agency's preferences.

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<b>REPORTING - PAY STATION UNITS</b>					
B3.1	The Solution must have the ability to report average time/duration of parking.	M	Yes	Standard	IPS complies. IPS reports can be customized to meet the Agency's preferences.
B3.2	The following reports are available in real time for the program administrator or designee to access as well as scheduled to be sent on a monthly basis via email in an .csv and .xlsx to include but not limited to: Transaction log Maintenance log Utilization reports including occupancy (purchase of time) and duration (time bought intervals) Count of coins by denomination, including count of invalid deposited objects Collector report via receipt (for multispace meters) and wireless communication showing collector name or identification number, date, time, and coin audit amount Additional reports can be created on an ad hoc basis up to daily	M	Yes	Standard	IPS complies. IPS report are in real time and can be scheduled based on the Agency's preferences.provides access to a full set of robust, pre-defined reports. Additionally, we provide the ability to customize reports to the Agency's preference.
B3.3	The following reports can be generated for a specified time/date range:  Revenue totals by Pay Station number, transaction type Revenue totals by collection route, transaction type Daily collection report with Pay Station numbers, time of collection, amount collected, collector ID# Maintenance activity by Pay Station number, by time and type of activity with maintenance personnel ID# Maintenance or Collection door open by Pay Station by time and date Maintenance activity and operational status by Pay Station Location by Pay Station number, maintenance/collection route, rate, hours of operation, special conditions (e.g. no parking, construction zone, etc.)	M	Yes	Standard	IPS complies. IPS provides access to a full set of robust, pre-defined reports. Additionally, we provide the ability to customize reports to the Agency's preference.
B3.4	Exception report for Pay Stations not repaired.	M	Yes	Standard	IPS complies.
<b>REPORTING - ENFORCEMENT</b>					

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B4.1	The Solution must provide robust reporting capabilities including the ability to produce a wide array of pre-defined reports including: Citation activity, permit sales activity and parking citation appeals activity with a variety of sorting options such as: Date Range(s); Automated Notice and Letter Generation; Ticket # Range(s); Outstanding Tickets; Tickets Issued by Officer ID; Tickets Issued by Location; Tickets Issued by Violation; Tickets Issued by Time Periods. Accounts receivable and write-off reports that indicate, by user-defined receivable type, the following: total dollars collected, total citations outstanding (unpaid or partially paid), and total citations disposed by disposition type over a customer-defined period (e.g. monthly, annually, etc.).	M	Yes	Standard	IPS complies. IPS provides access to a full set of robust, pre-defined reports. Additionally, we provide the ability to customize reports to the Agency's preference.
B4.2	The Solution must allow the ability for all reports to be run for single or multiple states and/or dates at one time and the results must be provided by state for comparison purposes.	M	Yes	Standard	IPS complies. IPS has the ability to customize reports to the Agency's preference.
B4.3	The Solution must provide a report that lists all revenue. This report must be able to be run by lot, by officer, by date range. This report must be sorted to show either all transactions, cash/check transactions, or credit card by type transactions.	M	Yes	Standard	IPS complies. IPS has the ability to customize reports to the Agency's preference.
B4.4	The Solution must allow staff-defined statements in a variety of formats to inform customers of all outstanding invoices on account.	M	Yes	Standard	IPS complies. IPS has the ability to customize reports to the Agency's preference.
B4.5	The Solution must offer a report that allows clerk to gather information on all notes in the system.	M	Yes	Standard	IPS complies. IPS has the ability to customize reports to the Agency's preference.
B4.6	The Solution must offer financial reporting that only accounts for items that are listed as monetary value. (Appeals and voids are not monetary)	M	Yes	Standard	IPS complies. IPS has the ability to customize reports to the Agency's preference.
B4.7	The Solution must offer appeal reporting that will identify all citations that have been placed on appeal and if appeal was accepted, denied, or still open.	M	Yes	Standard	IPS complies. IPS has the ability to customize reports to the Agency's preference.

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Attachment 1: Project Requirements

Exhibit B Business and Technical Requirements - Attachment 1

B4.8	The Solution must provide a report that includes all ticket information, including but not limited citation number, date issued, time issued, location, fine amount, additional fees assessed, number of notices, appeal status, appeal reduction amount, void status and amount due.	M	Yes	Standard	IPS complies. IPS has the ability to customize reports to the Agency's preference.
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HARDWARE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>PAY STATIONS</b>					
B2.1	Accepts coins via single slot and dollar bills.	M	Yes	Standard	IPS complies.
B2.2	Accepts magnetic strip and chip and PIN credit/debit card.	M	Yes	Standard	IPS complies.
B2.3	Ability to change rate on the meters at will.	M	Yes	Standard	IPS complies. The Agency can wirelessly configure the rates at will.
B2.4	Separate compartments with separate keys for maintenance and collections.	M	Yes	Standard	IPS complies. IPS pay stations have compartments for maintenance and collections with separate keys.
B2.5	Pay Station apertures such as coin return and card reader are designed and/or shielded to discourage vandalism through insertion of foreign material into the Pay Station.	M	Yes	Standard	IPS complies. The coin chute and card reader are made of clear plastic to easily locate foreign objects.
B2.6	Pay Station has vandal resistant mounting assemblies and doors with internal or recessed hinges.	M	Yes	Standard	IPS complies. IPS pay stations are vandal-resistant with recessed hinges.
B2.7	Pay Station is weather resistant and can withstand prolonged exposure to UV radiation, street vibration, rain, sleet, dust, humidity, etc.	M	Yes	Standard	IPS complies. The unit is made of a uni-body construction with a weather-resistant design.
B2.8	Coin discriminator capable of accurately distinguishing between denominations and rejecting items other than US currency.	M	Yes	Standard	IPS complies. The coin validator is able to detect foreign coins, slugs and other invalid payment tokens.
B2.9	Pay Station is designed so that obstruction of either coin or card slot does not render Pay Station inoperable, but defaults to Coin Only or Cards Only mode.	M	Yes	Standard	IPS complies.
B2.10	Coin and card apertures are designed to easily remove coin jams or foreign objects, and are field replaceable with no special tools or calibration required.	M	Yes	Standard	IPS complies. Coin jams are easily servicable with no special tools required.

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HARDWARE

B2.11	Must be solar powered and have the ability to accept line voltage.	M	Yes	Standard	IPS complies. IPS pay stations have a fully integrated solar panel, which houses high-efficiency solar cells.
B2.12	Solar battery can be changed easily with minimal use of tools.	M	Yes	Standard	IPS complies. Batteries are easily replaceable without the use of special tools
B2.13	Backup power supply to keep clock and audit information running while battery is changed.	M	Yes	Standard	IPS complies. The backup battery system ensures that all data is maintained during battery removal or exchange.
B2.14	All internal components are designed as interchangeable modular parts.	M	Yes	Standard	IPS complies. IPS pay stations have modular components for ease of maintenance and servicing.
B2.15	Displays and coin and card apertures are compatible with Americans with Disabilities Act (ADA) requirements.	M	Yes	Standard	IPS complies.
B2.16	Backlight for night time operation with programmable time of day/duration setting.	M	Yes	Standard	IPS complies. IPS pay stations feature a backlit LCD graphical display that is automatically enabled in low light conditions or when payment is inserted in the pay station.
B2.17	Backlight activates upon coin, card insertion, or motion.	M	Yes	Standard	IPS complies. The backlight function is enabled by pushing any button or inserting payment.
B2.18	Must include a lightbar to be mounted on Pay Station for night time visibility. Lightbar shall come on automatically using photosensors or a timer.	M	Yes	Standard	IPS complies. IPS pay stations feature a backlit LCD graphical display for night time visibility
B2.19	Clock is programmable via the web portal and manually.	M	Yes	Standard	IPS complies. IPS pay stations are fully programmable via the web portal and manually.

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B2.20	Pay Stations must have the ability to connect via LAN, Wi-Fi, Satellite in remote area, and a minimum of 4G Cellular Network with the ability to upgrade wherever 5G is available, as applicable.	M	Yes	Standard	IPS complies. IPS meters are offered with either 3G or 4G wireless as standard and have to ability to to upgrade wherever 5G is available. IPS does not currently support a WiFi connection and does not anticipate doing so as we feel our current method is more secure.
B2.21	Pay Station coating is graffiti-resistant and can be cleaned of graffiti without damaging coating.	M	Yes	Standard	IPS complies. IPS pay stations are treated and covered with a durable powder coating that is graffiti resistant and easily cleaned.
B2.22	Wiring is secured so as not to become tangled in the door when door is opened.	M	Yes	Standard	IPS complies. All wiring is secured into place to ensure that it does not interfere with pay station function.
B2.23	Card reader provides electro-static discharge (ESD) protection and acts as the sacrificial "fail safe" component to protect the main board in case of vandalism.	M	Yes	Standard	IPS complies.
B2.24	Accuracy of real time clock and countdown timer are certified by an independent third party for accuracy.	P	Yes	Standard	IPS complies.
B2.25	Ability to replace mechanisms of existing meters while retaining existing housing.	P	Yes	Standard	IPS complies. IPS can replace existing meter mechanisms while retaining existing housing.
B2.26	Locks are high-security with anti-drill protection.	P	Yes	Standard	IPS complies. Locks in the upper and lower cabinets have anti-drill spin disks.
B2.27	Circuit boards and internal components are environmentally sealed, highly water-resistant, and capable of operating in conditions of over 90% humidity.	M	Yes	Standard	IPS complies. IPS pay station internal components are environmentally sealed.

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B2.28	Card slot is designed to clearly indicate correct card insertion orientation, and to prevent insertion of coins.	M	Yes	Standard	IPS complies. If cards are inserted incorrectly, the display will inform the customer that the card was not properly read and that the card should be re-inserted. The card slot made such that coins can not be inserted.
B2.29	Subassemblies are modular to provide plug in replacement of parts.	M	Yes	Standard	IPS complies. IPS pay stations have modular components to provide plug in replacement parts.
B2.30	All installation components are included with each Pay Station.	M	Yes	Standard	IPS complies.
B2.31	The Vendor must provide customized marketing wrap for pay stations that allow the State to have logo as well as other items such as QR codes for payment and website, to name a few.	P	Yes	Standard	IPS complies. IPS provides are major marketing elements from web design to logos and QR codes. Wrapping is an additional charge.
<b>HANDHELD UNITS</b>					
B3.1	Vendor will provide Handheld Units for in-the-field issuance of parking citations, as well as individual charging stations and accessories needed for the units.	M	Yes	Standard	IPS complies. Please refer to the pricing section for costs.
B3.2	The Vendor must provide loaner Handheld Units when a unit is needed to sent out to be repaired.	M	Yes	Standard	IPS complies.
B3.3	Provide accessories for the Handheld Units to include but not be limited to: spare batteries, heavy-duty extended-life batteries, protective outer cases, carrying cases, harnesses, or other replacement parts.	M	Yes	Standard	IPS complies. Please refer to the pricing section for costs.
B3.4	The Handheld Unit must seamlessly integrate with the Parking Enterprise System.	M	Yes	Standard	IPS complies. The handheld device is fully integrated in real-time with the IPS back office management software, the Enforcement Management System (EMS).

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B3.5	The display screen on the Handheld Unit must be easy to read, backlit, shock-resistant and visible in extreme sunlight as well as in darkness.	M	Yes	Standard	IPS complies. The Mobile Enforcement Device uses a Samsung Note 9 which is easy to read, shock-resistant and visible in sunlight as well as darkness with a backlit light.
B3.6	The Handheld Unit must include the capability of WI-FI and/or cellular connectivity and be able to connect with the Parking Enterprise System for real-time updates.	M	Yes	Standard	IPS complies. The handheld device is fully integrated in real-time with the IPS back office management software, the Enforcement Management System (EMS).
B3.7	The Handheld Unit must be lightweight and include rechargeable batteries with enough power to operate for at least eight hours of use.	M	Yes	Standard	IPS complies. The one-piece mobile handheld unit has batteries that can be swapped out in the field.
B3.8	The Handheld Unit must include integrated field printers or detachable portable laser-quality printers.	M	Yes	Standard	IPS complies. The one-piece mobile handheld unit has an integrated printer.
B3.9	The Handheld Unit should include a barcode scanner and pre-populate vehicle information including license plate.	P	Yes	Standard	IPS complies. The one-piece mobile handheld unit has a barcode scanner.
B3.10	The Handheld Unit must perform license plate recognition.	M	Yes	Standard	IPS complies. IPS handheld devices support LPR.
B3.11	The Handheld Unit must include a camera feature.	M	Yes	Standard	IPS complies. The one-piece mobile handheld unit has a camera.

  
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HARDWARE

APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>GENERAL SPECIFICATIONS</b>					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	No	Not Available	The EMS back office currently does not support integrations with other identity providers at this time. However, the public payment portal for permits does allow for this, it supports SAML2.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	IPS complies.
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	IPS complies.
A1.4	Must meet all PCI DSS Payment Application Data Security Standard (PA DSS) As described in RFP Appendix G	M	Yes	Standard	IPS complies. Please refer to SECTION VI. Qualifications of Key Vendor Staff – Appendix D
A1.5	Solution must provide both parking space payment system as well as parking enforcement management system	M	Yes	Standard	IPS can provide a QR code on the pay station, the customer can scan the code and pay the ticket in the public citation portal.
A1.6	The Solution must meet PCI compliance certification, and/or PA DSS application certification and must not store customer credit card numbers in the handhelds or Solution server.	M	Yes	Standard	IPS complies. Customer credit card numbers are not stored in the handhelds or solution server.
A1.7	The Solution should support a POS option, including all associated peripherals, to allow walk-in payments accepting cash or credit card with the ability to print a receipt for the person.	P	Yes	Standard	IPS can integrate with clients current POS system or supply a new POS system
A1.8	Solution must have language options for English, Spanish, and French.	M	Yes	Standard	IPS complies.
<b>APPLICATION SECURITY</b>					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the System to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	IPS complies. A unique ID and password are given to each user with access defined for that profile.

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.2	Verify the identity and authenticate all of the System's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	IPS complies. A unique ID and password are given to each user with access defined for that profile.
A2.3	Enforce unique user names.	M	Yes	Standard	IPS complies.
A2.4	Enforce complex passwords for administrator accounts in accordance with DoIT's statewide User Account and Password Policy .	M	Yes	Standard	IPS complies.
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	IPS complies.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	IPS complies.
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy (such as complex passwords 10+ characters long, account lock out after 3 attempts)	M	Yes	Standard	IPS complies.
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	IPS complies.
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	IPS complies.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	IPS complies.
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M			
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M			
A2.13	All logs must be kept in accordance with PCI DSS requirements.	M	Yes	Standard	IPS complies.
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	IPS complies.
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	IPS complies.
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	IPS complies.

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	IPS complies.
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	IPS complies.
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard	IPS complies.
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	Yes	Standard	IPS complies. The DMS is a database structure and associated web services that can exchange information as specified in either a real time format (such as XML) or batch files in a pre-determined time frame (such as daily CSV).
<b>PAY STATION UNITS</b>					
A3.1	Has capability for pay-by-space, pay-by-license plate, and pay-and-display.	M	Yes	Standard	IPS complies. The MS3™ is available in pay-by-space, pay-and-display, and pay-by-plate models.
A3.2	Pay Stations can display custom messages .	M	Yes	Standard	IPS complies. Any messaging can be configured wirelessly via the DMS
A3.3	Accepts pre-paid debit/credit cards.	P	Yes	Standard	IPS complies. The MS3™ can be programmed to accept payment prior to the start of enforcement on any given day by setting up a pre-payment period in the DMS.
A3.4	Pay Stations contain sufficient memory to store transmitted data.	M	Yes	Standard	IPS complies. Because the IPS
A3.5	All data transfer and operating parameters occur wirelessly and automatically with no need to manually interface with meters.	M	Yes	Standard	IPS complies. The IPS solution includes real-time connectivity to
A3.6	Pay Stations retain financial information until transmission is confirmed to ensure no loss of data.	M	Yes	Standard	IPS complies.
A3.7	Pay Stations record and stores number of valid coin, bills and card transactions accurate to 100% of actual deposits.	M	Yes	Standard	IPS complies.
A3.8	Pay Stations make multiple attempts if reception of transmission is not confirmed by communications center.	M	Yes	Standard	IPS complies.
A3.9	Pay Stations make multiple attempts if a card payment doesn't clear.	M	Yes	Standard	IPS complies.

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A3.10	Pay Stations are capable of batch transactions in the event of a communication failure.	M	Yes	Standard	IPS complies.
A3.11	Pay Stations can assign stations to predetermined groupings (e.g. by parking restrictions).	M	Yes	Standard	IPS complies.
A3.12	Apple Pay /Tap Pay	P	Yes	Standard	IPS complies.
A3.13	Solution offers the ability for customers to extend their parking time at Pay Stations.	M	Yes	Standard	IPS complies.
A3.14	Pay Station can send real time warnings to office via wireless communication to include but not be limited to the following conditions: Coin canister status Attempted theft of unit Unauthorized entry into the unit Coin slot out of order Card reader out of order Unit out of order Open door (maintenance and collection) Paper supply low Out of paper Low battery Power failure Other maintenance issues Communication failure Failed Transmission Bill Canister Status	M	Yes	Standard	IPS complies. The DMS can be configured to meet all conditions below.
			Yes	Standard	IPS complies.
			Yes	Standard	IPS complies.
			Yes	Standard	IPS complies.
			Yes	Standard	IPS complies.
			Yes	Standard	IPS complies.
			Yes	Standard	IPS complies.
			Yes	Standard	IPS complies.
			Yes	Standard	IPS complies.
			Yes	Standard	IPS complies.
			Yes	Standard	IPS complies.
			Yes	Standard	IPS complies.
			Yes	Standard	IPS complies.
A3.15	Pay Station retains audit information for at least the last three collections.	M	Yes	Standard	IPS complies.
A3.16	Location Data is exportable to ArcView and/or other Global Information System (GIS) software.	O	Yes	Standard	IPS complies.

**MOBILE APPLICATION**

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APPLICATION

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A4.1	Solution must offer mobile platform via URL or mobile App.	M	Yes	Standard	IPS complies. IPS offers PARKSMARTER our innovative mobile app. Please see the Appendix for our brochure. IPS is also currently integrated with multiple pay-by-cell vendors including Parkmobile and will partner with any pay-by-cell vendor the State chooses.
A4.2	Ability to pay for parking space via mobile platform.	M	Yes	Standard	IPS complies.
A4.3	Mobile platform can alert customers to total empty spaces in real time.	O	Yes	Standard	IPS complies. The IPS PARKSMARTER app alerts customers to the location of available parking spaces and displays the various costs of parking areas on a map.
A4.4	Solution offers the ability for customers to extend their parking time through a mobile platform.	M	Yes	Standard	IPS complies, however, you cannot extend your parking session beyond the "Max Time", and must move your vehicle immediately upon parking session expiry.
A4.5	Solution must offer ability to alert customers multiple times that parking time is expiring.	M	Yes	Standard	IPS complies. The motorist can choose to receive any combination of the following notifications: Parking session started, Parking session ended (time expired), 15 minute reminder (until time expires), 10 minute reminder (until time expires),
A4.6	Mobile platform has the option to pay for parking citation.	P	Yes	Standard	IPS complies. IPS offers a mobile app in which citations can be paid.

**BACK OFFICE SYSTEM - GENERAL**

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A5.1	Solution offers web-based management system which includes comprehensive financial, technical, and administrative tools.	M	Yes	Standard	IPS complies. The IPS Data Management System (DMS)
A5.2	Must provide financial and accounting data export files in excel, CSV, and PDF format.	M	Yes	Standard	IPS complies. Data can be exported into other software packages such as MS Excel, MS Access, CSV, PDF, and RTF.
A5.3	The Solution must allow the creation of a profile for staff members. This profile must specifically detail the access rights (read-only access to complete insert/edit/delete capability) and security privileges as defined by the Solution administrator.	M	Yes	Standard	IPS complies. Each user is assigned a defined user profile which defines security privileges.
<b>BACK OFFICE SYSTEM - PAY STATION UNITS</b>					
A6.1	Solution must allow the Pay Station display to be programmable for custom messages.	M	Yes	Standard	IPS complies. Any message can be configured wirelessly via the DMS.
<b>BACK OFFICE SYSTEM - ENFORCEMENT</b>					
A7.1	Vendor must convert/cleansed all citation information from current system to Vendor's solution.	M	Yes	Standard	IPS complies. IPS uses a strict protocol to ensure a seamless conversion process.
A7.2	The Solution must be modular in nature and include modules for tracking the following: customers, citations hearings/appeals, permits and leased parking, vehicle registrations, booted/towed vehicles, payment processing, and special events.	M	Yes	Standard	IPS complies. The EMS is configured to track all of the required data in easily viewed modules.
A7.3	The Solution must be "customer-centric" thus allowing multiple vehicles, permits, citations, addresses, etc. to be linked to a single customer.	M	Yes	Standard	IPS complies. Multiple vehicles, permits, citations, etc. can be linked to one customer.
A7.4	The Solution must allow customer activity to be tracked with a unique account number associated with a customer.	M	Yes	Standard	IPS complies.
A7.5	The Solution must maintain vehicle records including owner name and address, license plate, make, model, style, color, and VIN information.	M	Yes	Standard	IPS complies.
A7.6	The Solution must allow staff to attach digital pictures or documents to the electronic citation record.	M	Yes	Standard	IPS complies.

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A7.7	Vendor must implement processes to ensure that data and photos for all violations issued are transmitted to the server and that no violation data or pictures are lost due to issues with transition to server, system failure, deletion from the hardware device, etc. Vendor must ensure data recovery processes are in place in the event of lost data.	M	Yes	Standard	IPS complies. Photos and data automaticall sync to the EMS. IPS has data recovery processes in place.
A7.8	The Solution must have the ability to reprint the citation from the back-office.	M	Yes	Standard	IPS complies.
A7.9	The Solution must provide the ability to modify citation information (vehicle plates, owner information, payments, voids and appeals) and provide audit trail by individual staff.	M	Yes	Standard	IPS complies. The State may modify the citation information via the EMS.
A7.10	The Solution must give the application administrator the ability to list all staff logged on to the Solution at any time.	M	Yes	Standard	IPS complies.
A7.11	The Solution must give the application administrator the ability to log off staff who have logged off improperly.	M	Yes	Standard	IPS complies.
A7.12	The Solution must allow staff profiles to be cloned by both the application and database administered and applied to other staff.	M	Yes	Standard	IPS complies.
A7.13	The Solution must allow staff to display balance due with convenient access to citation details such as owner information, transactions, appeals, notes, etc.	M	Yes	Standard	IPS complies.
A7.14	The Solution must identify potential duplicate person records with option to merge the duplicate records into one.	M	Yes	Standard	IPS complies.
A7.15	The Solution must identify potential duplicate vehicle records with option to merge the duplicate records into one.	M	Yes	Standard	IPS complies.
A7.16	The Solution must have the ability to upload tickets, void tickets, post payments and make notations on tickets all defined by security groups within the system.	M	Yes	Standard	IPS complies.
A7.17	The Solution must have the ability to print a payment receipt for citations paid within the application and web based payment portal.	M	Yes	Standard	IPS complies.
A7.18	The Solution must have the ability to put notes regarding citations discussions, appeal notes, and vehicle note to allow all clerks the ability to see the history of citations notes. If notes are in different locations, they must link to allow clerks to view all notes at the same time.	M	Yes	Standard	IPS complies.

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A7.19	The Solution has a location to add notes regarding the citation, the person, and the appeals so as to allow staff with access to look at the note pad and understand all aspects of the account.	P	Yes	Standard	IPS complies.
A7.20	The Solution must have the ability for the application administrator to modify settings such as late fees, violation codes, plate types, etc.	M	Yes	Standard	IPS complies.
A7.21	The Solution must provide documentation for adjustments such as voids with security authorization and audit trail.	M	Yes	Standard	IPS complies.
A7.22	The Solution must have the ability to assign special parking privileges to insure that if a vehicle is checked through the Solution using the license plate number, the Solution will bring up a flag that denotes that the vehicle has special privileges.	M	Yes	Standard	IPS complies.
A7.23	The Solution must be capable of processing multiple citation status codes including at least but not limited to the following: Partial Payment Received, Paid in Full, Appeal Pending, Administrative Hold, NSF check Hold, DMV Hold Added to Registration for Non-Payment, Transferred to Collections (separate export file) and Uncollectible.	M	Yes	Standard	IPS complies.
A7.24	The Solution must be capable of entering citations (via keyboard entry and/or automatic upload via handheld citation issuance devices), view citations, and print out, by means of either an ad-hoc query or batch basis, all information normally associated with a specific citation such as but not limited to: Ticket #, License #/Yr./State (or Province), Plate Type, Meter #, Date Issued, Time Issued, Officer Code, Location Code, Violation Code, and Vehicle ID Info. (Make, Model, Color), VIN # and miscellaneous officer or office notes, and owner information.	M	Yes	Standard	IPS complies.
A7.25	The Solution must handle any reconciliation issues to avoid duplicate citations.	M	Yes	Standard	IPS complies.
A7.26	The Solution must provide a drop down menu with options to choose from. This will include but is not limited to the following categories: License Plate #, Plate State, Plate type, License Expiration Date; Location of the vehicle; Make, Model, Primary color; Violation description; Multiple comment fields.	M	Yes	Standard	IPS complies.

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A7.27	The Solution must include a search tool capable of quickly and conveniently finding and accessing citations from anywhere in the Solution. The search tool must find a citation with as little keyword information such as: the customer's name, customer account number, customer ID#, a license plate, the issuance date of the citation, the citation number, permit number, the date to add a DMV hold, ticket status, customer group, or violation, etc.	M	Yes	Standard	IPS complies.
A7.28	The Solution must offer real-time tracking of citations issued and their status.	M	Yes	Standard	IPS complies.
A7.29	The Solution must provide a separate customized module to export a file of NH vehicle registration information of unpaid citations to be processed by NH DMV to obtain vehicle owner information. The Solution must also provide the ability to import vehicle owner information received from NH DMV. (See APPENDIX J: NH DMV FILE EXPORT STRUCTURE for file layout.)	M	Yes	Standard	IPS complies.
A7.30	The Solution must offer the ability to retrieve DMV information for out-of-state vehicle registration owner information.	M	Yes	Standard	IPS complies.
A7.31	The Solution has an <b>automated</b> system to request and retrieve both NH and out-of-state vehicle registration information.	P	Yes	Standard	IPS complies.
A7.32	The Solution has the ability to retrieve DMV information from Canadian Provinces for registered vehicle owner.	P	Yes	Standard	IPS complies.
A7.33	The Solution must allow clerk to mark a mailing address as inactive which will stop future letters from being sent.	M	Yes	Standard	IPS complies.
A7.34	The Solution must recognize if an address is inactive and prompt request for updated mailing address from DMV.	M	Yes	Standard	IPS complies.
A7.35	The Solution must have a Scofflaw module that includes a screen with vehicle information and description of violation. This module should have the ability to clear the vehicle or continue with no action. Scofflaw should have the ability to flag WARNING tickets.	M	Yes	Standard	IPS complies.
A7.36	The Solution must provide distribution of multiple types of permits in coordination with our parking lease program and special events	M	Yes	Standard	IPS complies.

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A7.37	The Solution must allow for the issuance of new permits, the exchange of old permits, refunds, permit transfer from vehicle to vehicle and the ability to extend the expiration date with an additional cost to the responsible party.	M	Yes	Standard	IPS complies.
A7.38	The Solution must allow for the restriction of the number of permits associated to a vehicle, to a property, and to a customer.	M	Yes	Standard	IPS complies.
A7.39	The Solution must allow notices and letters to be printed (MS Word or PDF) and/or emailed based on customer-defined criteria such as "days past citation issuance" or "number of unpaid citations" for a given ID or license number. Notices and letters to have the capability of being generated for either a single citation or individual or in batch mode for multiple individuals/citations, each time any letter is generated, a record is to be automatically added to the history of the citation file.	M	Yes	Standard	IPS complies.
A7.40	The Solution has an option to have all notices scheduled to process automatically.	P	Yes	Standard	IPS complies.
A7.41	The Solution must have out-standing balance notices that include all outstanding citations regardless of due date on notice.	M	Yes	Standard	IPS complies.
A7.42	The Solution must allow the staff to define parking lots as well as schedule and track any type of lot maintenance.	M	Yes	Standard	IPS complies.
A7.43	The Solution has an option for the tracking of scheduled events that have an impact on parking requirements for specific parking facilities.	P	Yes	Standard	IPS complies.
A7.44	The Solution must allow an appeal on a citation with no vehicle registration information.	M	Yes	Standard	IPS complies.
A7.45	The Solution must contain an appeal note code that allows the staff to read why an appeal was upheld or denied as well as print this information on form letters contained within the software.	M	Yes	Standard	IPS complies.
A7.46	The Solution must provide the ability to track and manage the citation appeal and hearing process.	M	Yes	Standard	IPS complies.
A7.47	The Solution must allow for comments to be written about the appeal decision.	M	Yes	Standard	IPS complies.
A7.48	The Solution must allow for a review of appeals history based on license plate or customer ID.	M	Yes	Standard	IPS complies.

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A7.49	The Solution must display a message if a record has already been appealed.	M	Yes	Standard	IPS complies.
A7.50	The Solution must allow appeal denial and have late fees assessed based on judgement date rather than issue date.	M	Yes	Standard	IPS complies.
A7.51	The Solution must allow clerks the ability to review any appeal whether on appeal or to see judgment notes without noting that appeal attempt was made.	M	Yes	Standard	IPS complies.
A7.52	The Solution must allow the clerk to have all citation information easily accessible, without having to look at a different window, when making appeal determination.	M	Yes	Standard	IPS complies.
A7.53	The Solution must be capable of generating, printing, and/or emailing appeal decision letters on demand for a single hearing. It must allow the authorized staff to call up one of several standard customer-defined appeal response letter templates in the database file and have information about the citation and customer or vehicle owner name and address automatically entered on the standard letter.	M	Yes	Standard	IPS complies.
A7.54	The Solution must allow the authorized staff to put citations on hold while an appeal is in process, and to select whether the accumulation of late fees will continue or not.	M	Yes	Standard	IPS complies.
A7.55	The Solution must allow the authorized staff to place a single citation on hold to halt notices, late fees, and collection action.	M	Yes	Standard	IPS complies.
A7.56	The Solution must allow the authorized staff to schedule and automate hold release.	M	Yes	Standard	IPS complies.
A7.57	The Solution must allow for adjustment of the citation's final amount due and due date by an authorized person and track adjustments to the record.	M	Yes	Standard	IPS complies.
A7.58	The Solution must allow for multiple payment types such as cash, check and credit card. In addition payment types must be allowable such as third party invoicing and no charge payment types.	M	Yes	Standard	IPS complies.
A7.59	The Solution must allow the ability to split a payment into different payment types such as cash, check, or credit card.	M	Yes	Standard	IPS complies.
A7.60	The Solution must allow the ability to upload a batch payment file from a third-party lockbox service. File shall be automatically uploaded from lockbox service to server to be applied to accounts on a daily basis.	M	Yes	Standard	IPS complies.

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A7.61	The Solution must apply all payments received, whether through lockbox service, in person, over the phone, or online, to be applied on first in/first out basis. If late fees have been assessed to a citation, the fine is paid first and the late fees in the order they were assessed.	M	Yes	Standard	IPS complies.
A7.62	The Solution must have the ability to upload a batch payment file from a third-party collection agency.	M	Yes	Standard	IPS complies.
A7.63	The Solution must accept and post both full and partial payments and apply credits as payments when applicable.	M	Yes	Standard	IPS complies.
A7.64	The Solution must have the ability to record over-payment as credit to the citation the payment was overpaid.	M	Yes	Standard	IPS complies.
A7.65	The Solution must include complete clerk closeout process with detailed cashier report including but not limited to a summary report of all transactions for all cashiers over a customer-defined time period, a write-off report and an item report.	M	Yes	Standard	IPS complies.
A7.66	The Solution must allow a summary view with direct access to all invoices associated with a customer on one screen (e.g. citations, permits, vehicles, appeals, boot/tow records, properties, payments, etc.).	M	Yes	Standard	IPS complies.
A7.67	The Solution must offer the ability to enter payments before citation information has been imported from handheld ticket writers and have the information automatically updated when the citation is later uploaded from the handheld ticket writer.	M	Yes	Standard	IPS complies.
A7.68	The Solution must offer the ability to send all outstanding citations with owner information to collect agency for further collection action based on certain criteria.	M	Yes	Standard	IPS complies.
A7.69	The Solution must allow the clerk to recall an account sent to collections.	M	Yes	Standard	IPS complies.
<b>PAYMENT AND APPEAL PORTAL</b>					
A8.1	The Solution must provide a simple, user-friendly web based citation portal for appeals and credit card payments using the State's approved vendor.	M	Yes	Standard	IPS complies.
A8.2	The Solution must include images associated with citations being appealed in the appeal portal.	M	Yes	Standard	IPS complies.

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APPLICATION

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A8.3	The Solution must allow the appellant to upload images when submitting an appeal. Images may be in .pdf or.jpeg format.	M	Yes	Standard	IPS complies.
A8.4	The Solution must allow the appellant the ability to log in to see if the citation is still on appeal. If judgement has been made, the appellant shall have access to the decision.	M	Yes	Standard	IPS complies.
A8.5	The Solution must allow the appellant the ability to log in and upload additional photos as needed to determine appeal judgement.	M	Yes	Standard	IPS complies.
A8.6	The Solution must display all outstanding citations at once.	M	Yes	Standard	IPS complies.
<b>HANDHELD UNITS</b>					
A9.1	The Solution must support the entry of at least five violations per citation.	M	Yes	Standard	
A9.2	All transactions must be time stamped and must not allow stamp to be modified in the field.	M	Yes	Standard	IPS complies.
A9.3	The Handheld Unit must allow operator to type special notes for an account and other operators must be able to view those notes.	M	Yes	Standard	IPS complies.
A9.4	The Handheld Unit must have a preview page for officer verification.	M	Yes	Standard	IPS complies.
A9.5	The Handheld Unit must have the ability to print duplicate tickets.	M	Yes	Standard	IPS complies.
A9.6	The Handheld Unit must have the ability to go back and review and update written tickets. This includes the ability to void the citations if needed.	M	Yes	Standard	IPS complies.
A9.7	Handheld Units must auto-populate the following applicable fields displayed on the mobile device (including but not limited to): Ticket Number, Issue Date, Issue Time, violation amount, and late fee schedule.	M	Yes	Standard	IPS complies.
A9.8	Handheld Units must have ability to manually enter additional data, including but not limited to: violation type, violation code, vehicle make, model, and color, location of vehicle, additional comments, vin#, plate number, plate expiration date, and plate type.	M	Yes	Standard	IPS complies.
A9.9	<b>The Solution must allow the Handheld Unit to display any current vehicle scofflaw upon entry of license plate information.</b>	M	Yes	Standard	IPS complies.

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Exhibit B Business and Technical Requirements - Attachment 1

Attachment: Project Requirements

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	IPS will comply.
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	IPS will comply.
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes	Standard	IPS will comply.
T1.4	Test for Access Control, supports the management of permissions for logging onto a computer or network.	M	Yes	Standard	IPS will comply.
T1.5	Test for encryption, supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard	IPS will comply.
T1.6	Test the Intrusion Detection, supports the detection of illegal entrance into a computer system.	M	Yes	Standard	IPS will comply.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes	Standard	IPS will comply.
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	IPS will comply.
T1.9	Test Role/Privilege Management, supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard	IPS will comply.
T1.10	Test Audit Trail Capture and Analysis, supports the identification and monitoring of activities within an application or system.	M	Yes	Standard	IPS will comply.
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	IPS will comply.
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ))	M	Yes	Standard	IPS will comply.
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field)	M	Yes	Standard	IPS will comply.

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**Exhibit B Business and Technical Requirements - Attachment 1**

Attachment: Project Requirements

T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	IPS will comply
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	IPS will comply
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Appendix C, Section 2.3 Project Execution, Topic 17.	M	Yes	Standard	IPS will comply.
T2.2	The Vendor must perform application stress testing and tuning as more fully described in Appendix C, Section 2.1 Security and Protection of Data, Topic 11.	M	Yes	Standard	IPS will comply.
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	IPS will comply.
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	IPS will comply. IPS maintains Business Continuity Planning and Disaster Recovery Programs. These programs are continually reviewed and updated.

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**Exhibit B Business and Technical Requirements - Attachment 1**

HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
111.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.9%	M	Yes	Standard	IPS complies
111.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins	M	Yes	Standard	IPS complies. IPS provides all hosting services using IPS owned equipment at a world class third-party location in San Diego, CA. The third-party location is Standards for Attestation Engagements (SSAE) No. 16 certified, which is an internationally recognized in-depth auditing standard that reviews control objectives and control activities for service providers, and is an enhancement to the former SAS 70 standard. The secure facility has multiple security access check points and connectivity redundancies. It is environmentally controlled for temperature and humidity, is earthquake-proof rated, and contains on-site power generation capabilities. The City will access all required information via the internet and will not be required to install, update, or maintain any hardware or software other than an internet browser.
111.3	The Data Center must be physically secured - restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	IPS complies. The secure facility has multiple security access checkpoints and connectivity redundancies. It is environmentally controlled for temperature and humidity, is earthquake-proof rated, and contains on-site power generation capabilities.
111.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	IPS will comply
111.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	IPS will comply
111.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard	IPS will comply
111.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	IPS will comply
111.8	The Vendor shall monitor physical hardware.	M	Yes	Standard	IPS will comply
111.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	Standard	IPS complies
111.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes	Standard	IPS will comply
111.11	The Vendor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State Data shall be restricted to information technology systems within the Continental United States as detailed in Appendix B Business/Technical Requirements and Deliverables, B-1 Statement of Work, B-1.1 Data Location.	M	Yes	Standard	IPS will comply
<b>DISASTER RECOVERY</b>					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	IPS complies. Please see the Appendix for a copy of our Disaster Recovery and Business
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services; however, these failed components will have to be replaced.	M	Yes	Standard	IPS complies. Please see the Appendix for a copy of our Disaster Recovery and Business Continuity Plan.

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**Exhibit B Business and Technical Requirements - Attachment 1**

H2 3	Vendor shall adhere to a defined and documented back-up schedule and procedure	M	Yes	Standard	IPS complies Please see the Appendix for a copy of our Disaster Recovery and Business Continuity Plan
H2 4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure	M	Yes	Standard	IPS complies Please see the Appendix for a copy of our Disaster Recovery and Business Continuity Plan
H2 5	Scheduled backups of all servers must be completed regularly The minimum acceptable frequency is differential backup daily, and complete backup weekly	M	Yes	Standard	IPS complies Please see the Appendix for a copy of our Disaster Recovery and Business Continuity Plan
H2 6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility	M	Yes	Standard	IPS complies Please see the Appendix for a copy of our Disaster Recovery and Business Continuity Plan
H2 7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery To do this, logs must be moved off the volume containing the database with a frequency to match the business needs	M	Yes	Standard	IPS complies Please see the Appendix for a copy of our Disaster Recovery and Business Continuity Plan
<b>HOSTING SECURITY</b>					
H3 1	The Vendor shall employ security measures ensure that the State's application and data is protected	M	Yes	Standard	IPS will comply
H3 2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted	M	Yes	Standard	IPS complies
H3 3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities The environment, as a whole, shall have aggressive intrusion-detection and firewall protection	M	Yes	Standard	IPS complies
H3 4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability	M	Yes	Standard	IPS complies
H3 5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure	M	Yes	Standard	IPS will comply
H3 6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request	M	Yes	Standard	IPS will comply
H3 7	All servers and devices must have event logging enabled Logs must be protected with access limited to only authorized administrators Logs shall include System, Application, Web and Database logs	M	Yes	Standard	IPS complies
H3 8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA	M	Yes	Standard	IPS complies
H3 9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence	M	Yes	Standard	IPS will comply
H3 10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts	M	Yes	Standard	IPS will comply
<b>SERVICE LEVEL AGREEMENT</b>					
H4 1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof	M	Yes	Standard	IPS complies
H4 2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required	M	Yes	Standard	IPS complies
H4 3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract	M	Yes	Standard	IPS complies
H4 4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times All critical patches for operating systems, databases, web services, etc , shall be applied within sixty (60) days of release by their respective manufacturers	M	Yes	Standard	IPS complies
H4 5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff for the following time periods <ul style="list-style-type: none"> <li>• March 1 - November 30 8am - 10pm seven (7) days a week (including holidays)</li> <li>• December 1 - February 28 9am - 4pm EST Monday through Friday</li> </ul>	M	Yes	Standard	IPS Complies

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**Exhibit B Business and Technical Requirements - Attachment 1**

H4 6	<p>The Vendor shall conform to the specific deficiency class as described</p> <p>a. Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action. Written Documentation - missing significant portions of information or unintelligible to State, Non Software - Services were inadequate and require re-performance of the Service</p> <p>b. Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks. Written Documentation - portions of information are missing but not enough to make the document unintelligible, Non Software - Services were deficient, require reworking, but do not require re-performance of the Service</p> <p>c. Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System. Written Documentation - minimal changes required and of minor editing nature, Non Software - Services require only minor reworking and do not require re-performance of the Service</p>	M	Yes	Standard	IPS complies Please see the Appendix for copies of our Service Level Agreements (SLA)
H4 7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following</p> <p>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request, or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request.</p> <p>b. Class B &amp; C Deficiencies - The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action. The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.</p>	M	Yes	Standard	IPS complies Please see the Appendix for copies of our Service Level Agreements (SLA)
H4 8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance	M	Yes	Standard	IPS complies The hosting server is supoarte 24/7
H4 9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied	M	Yes	Standard	IPS complies
H4 10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing	M	Yes	Standard	IPS complies
H4 11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages	M	Yes	Standard	IPS complies
H4 12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem	M	Yes	Standard	IPS complies
H4 13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time, All change requests implemented, including operating system patches, All critical outages reported including actual issue and resolution, Number of deficiencies reported by class with initial response time as well as time to close	M	Yes	Standard	IPS complies
H4 14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes	M	Yes	Standard	IPS complies

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Exhibit B Business and Technical Requirements - Attachment 1

Attachment 1: Project Requirements

SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
S1.1	The Vendor's System support and maintenance shall commence upon the effective date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	IPS complies.
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	IPS complies.
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	IPS complies.
S1.4	The Vendor shall provide technical support, via phone, Email, web-based to the State for the following time periods:  <ul style="list-style-type: none"> <li>• <b>March 1 - November 30</b> 8am - 10pm seven (7) days a week (including holidays)</li> <li>• <b>December 1 - February 28</b> 9am - 4pm EST Monday through Friday.</li> </ul>	M	Yes	Standard	IPS Complies
S1.5	Vendor Provides a web based Help Desk solution for submitting requests for service, maintenance, or other issues as they arise. Each request shall have a ticket Number assigned and show the status of the Help Desk ticket. Ticket information should include the requester information, and nature of the issues needing resolution. must include the ability to upload or attach files.	M	Yes	Standard	IPS complies.
S1.6	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by.	M	Yes	Standard	IPS complies.

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SUPPORT & MAINTENANCE

Exhibit B Business and Technical Requirements - Attachment 1

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SI.7	All software and hardware upgrades will be performed by the vendor at no additional cost during the duration of the contract .	M	Yes	Standard	IPS complies.
SI.8	<p>The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none"> <li>• <b>Class A Deficiency</b> - Software\Hardware - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Services - inadequate and require re-performance of the Service.</li> <li>• <b>Class B Deficiency</b> - Software\Hardware - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>• <b>Class C Deficiency</b> - Software\Hardware - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Services - require only minor reworking and do not require re-performance of the Service.</li> </ul>	M	Yes	Standard	IPS Complies
SI.9	As part of the maintenance agreement, ongoing software and hardware maintenance, and support issues, shall be responded to according to the following or as agreed to by the parties:	M	Yes	Custom	IPS can complies, additional cost will be incurred.

  
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Exhibit B Business and Technical Requirements - Attachment 1

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	<p><b>• Class A Deficiencies:</b></p> <p><b>March 1 - November 30</b> The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State 8am - 10pm EST seven (7) days a week (including holidays) with an email/telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) hours of a request;</p> <p><b>December 1 - March 1</b> The Vendor shall have on-call telephone assistance to, with issue tracking available to the State 9am - 4pm EST Monday through Friday with an email/telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic services within four (4) hours of a request;</p> <p><b>• Class B &amp; C Deficiencies:</b> The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.</p>		Yes	Custom	IPS can comply, additional cost will be incurred.
			Yes	Custom	IPS can comply, additional cost will be incurred.
SI.10	All replacement parts for a Class A deficiency must be available within 24 hours, for Class B deficiency within 48, and for a Class C deficiency within 72 hours, and for the duration of the contract.	M	Yes	Standard	IPS Complies
SI.11	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	IPS complies.

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**Exhibit B Business and Technical Requirements - Attachment 1**

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.12	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Standard	IPS complies.
S1.13	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	IPS Complies
S1.14	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	IPS complies.
S1.15	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	IPS complies.
S1.16	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	IPS complies. the IPS DMS consistently boasts average uptimes of 99% or greater.
S1.17	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	IPS will comply.
S1.18	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied. Scheduled maintenance updates must be completed between the hours of 12:30 am and 6:00 am EST.	M	Yes	Standard	IPS Complies
S1.19	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	IPS complies.

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Exhibit B Business and Technical Requirements - Attachment 1

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.20	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within thirty (30) days of release by their respective manufacturers.	M	Yes	Standard	IPS complies.
S1.21	The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard	IPS complies.
S1.22	Equipment and all components are guaranteed for the duration of the contract from the date of installation for repair or replacement of any component determined to be defective under normal use at no cost to the state.	M	Yes	Standard	IPS complies. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products.
S1.23	Vendors must provide specialized tools needed for installation and repair of the pay stations, along with instructions.	M	Yes	Standard	IPS complies. No special tools are required.
S1.24	Vendor will have trained technical support on site during roll-out period capable of installing pay Pay Stations and performing all necessary programming changes or upgrades.	M	Yes	Standard	IPS complies. IPS technicians are on-site during meter installation and perform all meter programming.
S1.25	Qualified technical support (capable of handling unit repair and reprogramming) is available from a local distributor through the life of the contract within 150 miles of the pay stations and available to respond on-site within 24-48 hours.	M	Yes	Standard	IPS Complies
S1.26	Vendors Website should list up to date technical information, repair, and or replacement of components information and instructions to include but not limited to instructional manuals, instructional videos, and diagrams.	M	Yes	Standard	IPS complies. The DMS provides technical information, manuals, videos, diagrams, repair and replacement information.

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**Exhibit B Business and Technical Requirements - Attachment 1**

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.27	English-language manuals are provided to support operation, installation, maintenance, and repairs, including wiring diagrams and specifications for all hardware.	M	Yes	Standard	IPS complies. Manuals are provided for reference material in hard copy and digital versions.
S1.28	Other language manuals are provided to support operation, installation, maintenance, and repairs, including wiring diagrams and specifications for all hardware.	P	Yes	Standard	IPS Complies
S1.29	Training for the Solution Hardware and Software is provided for agency employees at no additional cost as further defined in Appendix C, Section 2.2, Topic 14	M	Yes	Standard	IPS complies. IPS will provide a comprehensive training program that delivers as much (web-based/remote) training as needed by your staff, including the option for additional and customized sessions at no additional costs. IPS can provide on-site training for an additional cost as outlined in the cost proposal.

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Exhibit B Business and Technical Requirements - Attachment I

Attachment 1: Project Requirements

PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>PROJECT MANAGEMENT</b>					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	IPS complies.
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	IPS complies. Please refer to Section VI, Qualifications of Key Vendor Staff.
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard	IPS complies. Please refer Topic 16, Implementation Approach
P1.4	Vendor shall provide detailed weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	IPS complies.
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation as defined in Appendix C, Section 2.4 Project Management, Topic 22	M	Yes	Standard	IPS complies.

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PROJECT MANAGEMENT

**Exhibit G: Activity, Deliverables, and Milestones - Attachment 2**

<b>ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET</b>				
	<b>ACTIVITY, DELIVERABLE, OR MILESTONE</b>	<b>DELIVERABLE TYPE</b>	<b>PROJECTED DELIVERY DATE</b>	<b>PRICE</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>				
1	Conduct Project Kickoff Meeting	Non-Software	0-5 Days After Receipt of Signed Contract	Included
2	Work Plan	Written	0-5 Days After Receipt of Signed Contract	Included
3	Weekly Project Status Reports and Meetings	Written	Weekly	Included
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	0-30 Days After Kick Off Meeting	Included
5	Security Plan	Written	0-30 Days After Kick Off Meeting	Included
6	Communications and Change Management Plan	Written	0-30 Days After Kick Off Meeting	Included
7	Software Configuration Plan	Written	0-30 Days After Kick Off Meeting	Included
8	Systems Interface Plan and Design/Capability	Written	0-30 Days After Kick Off Meeting	Included
9	Testing Plan	Written	0-30 Days After Kick Off Meeting	Included
10	Data Conversion Plan and Design	Written	0-30 Days After Kick Off Meeting	Included
11	Deployment Plan	Written	0-30 Days After Kick Off Meeting	Included
12	Comprehensive Training Plan and Curriculum	Written	0-30 Days After Kick Off Meeting	Included
13	End User Support Plan	Written	0-30 Days After Kick Off Meeting	Included
14	Business Continuity Plan	Written	0-30 Days After Kick Off Meeting	Included
15	Documentation of Operational Procedures (including installation, maintenance, and repairs, including wiring diagrams and specifications for the Solution.)	Written	0-30 Days After Kick Off Meeting	Included
<b>INSTALLATION</b>				
16	Provide the State with a personal secure FTP site to be used for uploading and downloading files as applicable.	Software	30-60 days After Receipt of Contract	Included
17	Provide Software Licenses if needed	Written	30-60 days After Receipt of Contract	Included
18	Provide Fully Tested Data Conversion Software	Software	60-90 Days After Receipt of Contract	Included
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	90 – 120 Days After Receipt of Contract	Included

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**Exhibit G: Activity, Deliverables, and Milestones - Attachment 2**

<b>TESTING</b>				
20	Conduct Integration Testing	Non-Software	60-90 Days After Receipt of Contract	Included
21	Conduct User Acceptance Testing	Non-Software	90 -120 Days After Receipt of Contract	Included
22	Perform Production Tests	Non-Software	90-120 Days After Receipt of Contract	Included
23	Test In-Bound and Out-Bound Interfaces	Software	90-120 Days After Receipt of Contract	Included
24	Conduct System Performance (Load/Stress) Testing	Non-Software	90-120 Days After Receipt of Contract	Included
25	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	Non-Software	90-120 Days After Receipt of Contract	Included
<b>SYSTEM DEPLOYMENT</b>				
26	Converted Data Loaded into Production Environment	Software	60-90 Days After Receipt of Contract	Included
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	60-90 Days After Receipt of Contract	Included
28	Conduct Training	Non-Software	90-120 Days After Receipt of Contract	Included
29	Cutover to New Software	Non-Software	90-120 Days After Receipt of Contract	Included
30	Provide Documentation	Written	90-120 Days After Receipt of Contract	Included
31	Execute Security Plan	Non-Software	90-120 Days After Receipt of Contract	Included
32	Conduct Project Exit Meeting	Non-Software	90-120 Days After Receipt of Contract	Included
<b>ONGOING OPERATIONS</b>				
33	Ongoing Hosting Support	Non-Software	As Needed. 1-2 Business Days After Requested is Submitted	Included
34	Ongoing Support & Maintenance	Software	As Needed. 1-2 Business Days After Requested is Submitted	Included
35	Ongoing Weekly Operational Meetings	Non-Software	Weekly	Included

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**Exhibit G: Activity, Deliverables, and Milestones - Attachment 2**

36	Exception report for Pay Stations not repaired	Written	When required	
37	Repair and maintenance report which would include all change requests, implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	Written	Quarterly	Included
38	Vendor must supply to Department of Natural and Cultural Resources an Attestation of compliance at least annually and upon request.	Written	Annually	Included
39	Vendor must provide System and Organization Controls (SOC) 2 Report on an annual basis	Written	Annually	Included
<b>TOTAL PROJECT COST</b>				\$0.00

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## IMPLEMENTATION PLAN - ENFORCEMENT MANAGEMENT SYSTEM

TASK	TARGET TIMELINE
Equipment	4-6 Weeks
Hardware Order and Shipment	
Citation Paper Proof	
Citation Paper Order	
Data Acquisition	1-2 Weeks
Location Data	
Violation Data	
User / Officer Data	
Other Business Rules	
Data Conversion	6-8 Weeks
*Conversion of Existing Data	
Training and Installation	1-2 Days
Onsite Installation and Training	
Other Processes	1-2 Weeks
Export Build and Testing (if applicable)	

\*Conversion Data is a set of existing (open, closed, and archived) data that the City owns. This data can be quite extensive and therefore IPS has a strict protocol that we follow to ensure a seamless conversion process. This unique protocol gives IPS the ability to guarantee absolutely minimal downtime through our entire implementation process.

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# IMPLEMENTATION PLAN - PERMIT MANAGEMENT SYSTEM

TASK	TARGET TIMELINE
<b>Data Acquisition</b>	<b>1-2 Weeks</b>
Location Data	
Permit Types/Permit Sub-Types	
Other Business Rules	
<b>Data Conversion</b>	<b>6-8 Weeks</b>
Integrations of Enforcement, LPR, meters	
*Conversion of Existing Data	
<b>Training and Installation</b>	<b>1-2 Days</b>
Onsite Installation and Training	
<b>Other Processes</b>	<b>1-2 Weeks</b>
Export Build and Testing (if applicable)	

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# IMPLEMENTATION PLAN - PARK SMARTER™

Time Expected to Implement - 90 Days		
Task	Duration	Comments
<b>PLANNING MEETING</b>	3 days	Initial meeting to determine the level of marketing, signage, and public outreach required. In most cases, IPS marketing deliverables are already pre-designed; however, additional deliverables to the marketing scope of work will require additional sections in this plan.
Initial Meeting with Customer	1 day	
Determination of State/IPS Marketing scope	1 day	
Site Surveys - sample locations	2 days	
Clarification of Marketing & Public Outreach SOW	1 day	
<b>RATE CONFIGURATION MEETINGS</b>	2 day	Review app configurations with State. Rate structures will mimic existing meter rates automatically based on rate structures in the DMS. Additional rate structures for non-metered areas will be created.
Review Site Surveys w/ Customer	1 day	
Review Meter/App Configurations	1 day	
Review Display Wording	1 day	
Go over Tariff Structures	1 day	
Holiday/Special Event Programming	1 day	

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Credit Card Requirements	1 day	
<b>APPLICATION CONFIGURATION</b>	30 days	This is time to configure the pre-existing application to mimic the existing meter system. This is also used to perform a certain level of additional feature additions or rate structures to the application. Depending on the specific content of the State, this total time will vary.
Meter/App Configurations Created	3 days	
New Tariffs Created	5 days	
Implement IVR (if required)	10 days	
State Specific Content Creation	20 days	
Test Configs & Tariffs	2 days	
Make Corrections	1 day	
<b>DMS SET-UP</b>	1 day	
Set up customer in DMS	1 day	
Configure Poles in DMS & Assign RFID	1 day	
Assign tariffs & Configs to Poles	1 day	
Set up zones/ routes	1 day	
<b>INITIAL TRAINING</b>	2 days	Initial DMS and App training. Additional training on DMS and app will occur before installation.
App Training	2 days	
DMS Training	2 days	
<b>MATERIALS/MANUFACTURING TIME</b>	30 days	Time to manufacture approved decals and signs.
Manufacture meter decals	15 days	
Manufacture signs	30 days	
<b>MATERIALS SHIP</b>	4 days	Shipping to office and confirmation of receipt of materials.
Materials completed and shipped	3 days	
Materials Received/ Start Unboxing	1 day	
<b>FINAL TRAINING</b>	2 days	Final on-site DMS and App training. Can be reduced or expanded based on State needs.
App Training	2 days	
DMS Training	2 days	
<b>INSTALLATION PREPARATION</b>	1 day	Review installation of decal/signage schedule.
Installation Planning Meeting	1 day	
<b>INSTALLATION</b>	30 days	Ultimate time of installation depends on IPS scope. This scope includes some sign rework and application of decals.
Install/ Commissioning Sign off	5 days	

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**Exhibit G: Work Plan - Attachment 3**

PROJECT SIGN OFF	5 days	Time to review any items that need to be addressed to complete installation of decals and signs. It is expected that some level of acceptance testing shall be done in parallel to the tasks above and that installation acceptance will be done on a rolling basis from the initial time of installation.
Snagging List	1 day	
Local Meetings to Review if needed	1 day	
Project Completion & Sign Off	2 days	


  
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Exhibit G: Acceptance and Testing Plan - Attachment 4

TEST PHASE

Test Phase	Vendor Role /Responsibility	State Role/Responsibility	Tools	Timeframe
Management of the Testing Process	Administrator	Sign off		
Test planning	Administrator	Sign off		
Test scenario development	Administrator	Sign off		
Data preparation	Administrator	Sign off		
System preparation	Administrator	Sign off		
Unit Testing	Administrator	Sign off		
System integration testing	Administrator	Sign off		
Defect tracking	Administrator	Administrator		

DATA MIGRATION TIMELINE (ESTIMATED)

CONVERSION TASK

SUBTASK	DURATION	SAMPLE START DATE	SAMPLE END DATE
Conversion Data Analysis	14	10/30/2022	11/14/2022
Data file(s) request	1	10/30/2022	11/1/2022
Data file(s) receipt	5	11/1/2022	11/6/2022
Data file(s) initial analysis	1	11/6/2022	11/7/2022
Data file(s) Q&A with existing vendor	1	11/7/2022	11/8/2022
Answer(s) received from existing vendor	1	11/8/2022	11/9/2022
Import into test database	1	11/9/2022	11/10/2022
Follow up Q&A with existing vendor	1	11/10/2022	11/11/2022
Conversion algorithm modification	1	11/11/2022	11/12/2022
Reload conversation data into test DB	1	11/12/2022	11/13/2022
Analysis of loaded data	1	11/13/2022	11/14/2022
Live Data Conversion	18	10/31/2022	10/18/2022
Receipt of live data	1	10/31/2022	10/1/2022
Data analysis	1	11/1/2022	11/2/2022
Follow up Q&A with existing vendor	1	11/2/2022	11/3/2022
Answer(s) received from existing vendor	1	11/3/2022	11/4/2022
Import into live database	1	11/4/2022	11/5/2022
Year 1 data loaded	5	11/5/2022	11/10/2022
Year 2 data loaded	1	11/10/2022	11/11/2022

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PROJECT PHASES – ENFORCEMENT

PROJECT PHASE	TEAM RESPONSIBLE		ACTIVITY	DESCRIPTION
	IPS	STATE		
	✓		New Customer Launch	Successfully onboard new IPS Sales Representative will provide CSM with necessary documentation related to the new Customer, the type of order, the quote, and purchase order.
PHASE I: Project Initiation	✓		Internal Project Kick-off	Inform IPS internal project-related team members of a new project and Customer implementation including assigning roles and responsibilities for the next steps.
	✓	✓	External Project Kick-off	Introduce IPS Project Team with Customer Project Team, identifying project overview and address any initial questions or concerns.
	✓	✓	Project Kick-off Follow-up	For CSM and Customer to begin completing documents and material that is necessary for a typical onboarding of new Customer. CSM and Customer should coordinate the final steps of the project timeline, and discuss the implementation checklist, and set up regularly scheduled project calls.
	✓		Product Manufacturing	IPS to begin product manufacturing based on project timeline and schedule.
PHASE II: Infrastructure Configuration	✓	✓	Pre-Installation Site Visit & Prep	Accomplish any necessary pre-installation tasks that relate to onsite work while also introducing the Field Lead and PM to Customer. Identify staging area, working hours, permits, site concerns.
	✓		Scheduling	Accurately set onsite installation date with Customer, ensuring that correct product shipped and is present onsite and accounted for.
	✓		Product Shipment / Delivery	To accurately ship the correct product, inform all parties of shipment and subsequent installation. Any necessary configurations still outstanding need to be completed at this point as well.

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**Exhibit G: Acceptance and Testing Plan - Attachment 4**

PROJECT PHASE	TEAM RESPONSIBLE		ACTIVITY	DESCRIPTION
	IPS	STATE		
PHASE III: Project Implementation	✓		Installation	
	✓	✓	Training (On-site)	Successfully train Customer staff including meter techs and management staff on meter repair, parts, EMS, etc. The customer should have a comprehensive understanding of both IPS hardware and software.
	✓	✓	Post-Install Follow-up Training (Web)	Provide thorough training to Customer staff, educating staff on important features of the newly implemented technology, including reporting, maintenance, and alerts, and troubleshooting.
PHASE IV: Ongoing Project Management	✓	✓	Open Items	Capture any additional customization or development that is not included as part of an initial project implementation – identifying an estimated timeline associated with these developments and customizations as well as providing status reports.
	✓	✓	New Customer Campaign	The new customer Email Campaign that incorporates the 'Welcome to the IPS Family' also includes three subsequent emails to be distributed via email at designated points post-installation.

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TRAINING PROGRAMS

TRAINING SUBJECT: METER MAINTENANCE	
Element	Description
Subject Matter	To introduce maintenance and operations staff with basic meter use and operating features, including primary construction & disassembly, meter installation & removal, coin and card transactions, primary diagnostics tools, standard operating parameters, first-line troubleshooting, and basic repair. Session also includes FAQs and Q&A sessions.
Primary Audience	All maintenance and operations staff
Training Hours per Student	1-2 hours per session
Students Eligible to Train	5-10 per session, no limit to number of total students
Proposed Schedule	Prior to and during installation
Location of Training	City meter shop or location TBD
Training Provided By	IPS Group Customer Support Manager/Local Field Service Technician

TRAINING SUBJECT: DATA MANAGEMENT SYSTEM USAGE	
Element	Description
Subject Matter	Provide a thorough review of all financial, technical, administrative reporting capabilities, specific to each functional user group, in addition to more advanced training for system administrators who will use multiple reporting areas, as well as meter configurations.
Primary Audience	Operations Supervisors/Managers, Adjudication Staff, Project Managers, System Administrators
Training Hours per Student	1-2 hours per session
Students Eligible to Train	5-10 per session, no limit to number of total students
Proposed Schedule	One week or more prior to installation and one week after installation
Location of Training	Location TBD
Training Provided By	Local Field Service Technician

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**Exhibit G: Training Plan - Attachment 5**

TRAINING SUBJECT: FINANCE/ACCOUNTING/AUDIT/ADJUDICATION	
Element	Description
Subject Matter	To provide an overview of IPS meter management system reporting capabilities covering all financial reports, credit card settlement, coin reconciliation, and transaction details.
Primary Audience	Operations Supervisors/Managers, Administration, Data Analysts, Finance & Accounting Managers
Training Hours per Student	1-2 hours per session
Students Eligible to Train	8-10 per session, no limit to number of total students
Proposed Schedule	One week or more prior to installation and one week after installation
Location of Training	Location TBD
Training Provided By	IPS Group Customer Support and Local Field Service Technician

TRAINING SUBJECT: ENFORCEMENT	
Element	Description
Subject Matter	Training will demonstrate meter flexibility and configuration options that can be used to make enforcement as easy as possible.
Primary Audience	Enforcement Staff / Supervisors, Adjudication Staff
Training Hours per Student	1-2 hours per session
Students Eligible to Train	8-10 per session, no limit to number of total students
Proposed Schedule	Post-installation
Location of Training	Enforcement staff offices or location TBD
Training Provided By	Local Field Service Technician

CAE 9/20/22  
Initial/Date

**Exhibit G: Training Plan - Attachment 5**

TRAINING SUBJECT: HANDHELD HARDWARE/MOBILE ENFORCEMENT SYSTEM (MES)	
Element	Description
Subject Matter	To introduce enforcement officers to handheld hardware and software use. Training includes basic handheld use and operating features related to issuing a citation, taking photos of vehicles in violation, use of the chalking feature, and use of Meter Guided Enforcement. First-line troubleshooting and basic repair are also included. Session also includes FAQs and Q&A sessions.
Primary Audience	Officer staff responsible for issuing citation
Training Hours/Student	1-2 hours per session
Students Eligible to Train	No limit to the number of total students
Proposed Schedule	Prior to and during installation
Location of Training	City determined location TBD
Training Provided By	IPS Group System Support Specialist/Local Field Service Technician

CPL 9/30/22  
Initial/Date



**Exhibit G: Training Plan - Attachment 5**

TRAINING SUBJECT: ENFORCEMENT MANAGEMENT SYSTEM (EMS)	
Element	Description
Subject Matter	To introduce City staff to the Enforcement Management System (EMS) used to track the entire lifecycle of parking citations. Training includes a review of citation data, adjudication, payment, DMV communications, and reporting. Training includes an overview of the various system functions related to citation changes and updates. Session also includes FAQs and Q&A sessions.
Primary Audience	Office staff having interaction with public inquiries and any City employee needing access to citation information.
Training Hours/Student	1-2 hours per session
Students Eligible to Train	No limit to the number of total students
Proposed Schedule	Prior to and during installation
Location of Training	City determined location TBD
Training Provided By	IPS Group System Support Specialist/Local Field Service Technician

TRAINING SUBJECT: PERMIT MANAGEMENT	
Element	Description
Subject Matter	To introduce the staff to the use of the permit management system. Training includes how to register and purchase a permit on a public portal, back-office approvals, and other options, and permit reports.
Primary Audience	Staff responsible for managing permits
Training Hours per Student	1-2 hours per session
Students Eligible to Train	No limit to the number of total students
Proposed Schedule	Prior to and during installation
Location of Training	Webinar
Training Provided By	IPS Group Support Specialist

*CH* 9/30/22  
 Initial/Date

**Exhibit G: Training Plan - Attachment 5**

TRAINING SUBJECT: PARK SMARTER™	
Element	Description
Subject Matter	PARK SMARTER™ is incredibly easy to learn; therefore, complete training should only take one hour. Topics covered include: <ul style="list-style-type: none"> <li>a. Creating an account</li> <li>b. Single sign-on (SSO)</li> <li>c. Transactions</li> <li>d. Administration</li> <li>e. Visa Commerce Network</li> </ul>
Primary Audience	Operations Staff
Training Hours per Student	1 hour, unless additional training is needed
Students Eligible to Train	No limit to the number of total students
Proposed Schedule	Prior to and during installation
Location of Training	Remote - can be accomplished via webinar.
Training Provided By	IPS Customer Support

CL 9/20/22  
Initial/Date

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that IPS GROUP INC. is a Pennsylvania Profit Corporation registered to do business in New Hampshire as IPS GROUP PARKING TECHNOLOGIES on September 17, 2015. 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: 732223

Certificate Number: 0005794932



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State


**Corporate Resolution**

I, Matthew Spooner, hereby certify that I am duly elected Clerk/Secretary/Officer  
*(Name)*  
of IPS GROUP INC.. I hereby certify the following is a true of a vote taken at a  
*(Name of Corporation)*  
meeting of the Board of Directors/shareholders, duly called and held on July 14, 20 22,  
at which a quorum of the directors/shareholders were present and voting.

**Voted:** That Chad P Randall, CEO (may list more than one person) is duly  
*(Name and Title)*  
authorized to enter into contracts or agreements on behalf of IPS GROUP INC.  
*(Name of Corporation)*  
with the State of New Hampshire and any of its agencies and departments and further is  
authorized to execute any documents which may in his/her judgement to be desirable or  
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as the date of the contract to which this certificate is attached. This authority shall  
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood the State of New Hampshire will rely on this certificate as evidence the  
person(s) listed above currently occupy the positions(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are limits on the authority of any listed  
individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

DATED: 10/03/2022

ATTEST:  CFO  
*(Name & Title)*  
MATTHEW SPOONER





# CERTIFICATE OF LIABILITY INSURANCE

3/19/2023

DATE (MM/DD/YYYY)

3/9/2022

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).

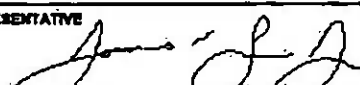
<b>PRODUCER</b> Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	<b>CONTACT NAME:</b> <b>PHONE (A/C No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D : Lloyd's Syndicate 457 (Munich Re Syndicate Limited)</td> <td></td> </tr> <tr> <td>INSURER E : American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co of Hartford	20478	INSURER B : Valley Forge Insurance Company	20508	INSURER C : The Continental Insurance Company	35289	INSURER D : Lloyd's Syndicate 457 (Munich Re Syndicate Limited)		INSURER E : American Casualty Company of Reading, PA	20427	INSURER F :
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<b>INSURED</b> 1377909 IPS Group, Inc. 7737 Kenamar Court San Diego CA 92121															

COVERAGES IPGR01 CERTIFICATE NUMBER: 18334696 REVISION NUMBER: XXXXXXXX

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	ADOL	UBER	RSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N			4034952942	3/19/2022	3/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N			6013847872	3/19/2022	3/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded. \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N			4034952990	3/19/2022	3/19/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			5093308451 (CA) 5093308496 (AOS)	3/19/2022 3/19/2022	3/19/2023 3/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Tech E&O / Network / Privacy / Media	N	N			01MRCT0000037-00 (E&O)	3/19/2022	3/19/2023	Each Occ. 5,000,000; Agg.: 5,000,000; Ded.: 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Worker's Compensation insurance does not apply to states ND, OH, WA, WY. RE: Parking Enterprise System - DNCR-2022-065.

<b>CERTIFICATE HOLDER</b> 18334696 State of New Hampshire Department of Natural and Cultural Resources 172 Pembroke Rd Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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