



COUNCIL AGENDA STATEMENT

Meeting Date: August 9, 2022
To: Honorable Mayor and City Councilmembers
From: Carlos Solis, Director of Public Works and Engineering
Through: George Garrett, City Manager

Agenda Item: **Resolution 2022-95**, Waiving The City’s Purchasing Policies And Procedures And Approving A Contract Agreement With FLOWBIRD Urban Intelligence For Pay Station Cabinets And Payment Collection Services For The Installation And Monitoring Of Pay Stations At All City Operated Boat Ramps And Sombrero Beach In An Amount Not To Exceed \$58,392.00 For The Initial Year, And A Service Contract For Two Additional Years At A Yearly Cost Of \$9,792.00 Per Year.; Authorizing The City Manager To Execute The Contract On Behalf Of The City And To Expend Funds As Needed; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The City has the desire to collect fees for the use of City owned boat ramps, boat ramp parking, and parking at Sombrero Beach, and the City wishes to avoid the delay and cost associated with conducting our own solicitation. In light of the recent solicitations completed by the City of Key West and The City of Treasure Island, which sought competitive bids from qualified contractors to provide said services. the City may enter into contracts for services without competitive bidding by utilizing existing contract terms and prices entered into by other governmental authorities as long as the governmental authority has followed a competitive bidding procedure leading to the award of the contract which is substantially similar to the City’s competitive bidding procedure. The City of Treasure Island followed the appropriate procedure. Consequently, staff recommends the City “Piggy Back” contracts with FLOWBIRD Urban Intelligence. The City of Key West is also utilizing this contract, and the City wishes to have a consistent product as the City of Key west, which will increase our efficiency in the service and maintenance of the equipment.

FLOWBIRD Urban Intelligence has agreed to the same terms as the original contract in order to provide the City of Marathon said services.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	XXX	___
2. Other _____	___	___

FISCAL NOTE: Funding for this service will come from the revenue line item for parking fines.

Approved by Finance Director: _____

RECOMMENDATION: Council Approve Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-95**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, WAIVING THE CITY'S PURCHASING POLICIES AND PROCEDURES AND AUTHORIZING A CONTRACT WITH FLOWBIRD URBAN INTELLIGENCE. FOR PAY STATION, FEE COLLECTION AND ASSOCIATED SOFTWARE IN AN AMOUNT NOT TO EXCEED \$58,392.00 INITIAL COST FOR FIRST YEAR AND \$9,792.00/YEAR FOR THE FOLLOWING TWO YEARS ; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City may enter into contracts for services without competitive bidding by utilizing existing contract terms and prices entered into by other governmental authorities as long as the governmental authority has followed a competitive bidding procedure leading to the award of the contract which is substantially similar to the City's competitive bidding procedures; and

WHEREAS, the City of Treasure Island, Florida ("Treasure Island") competitively bid out Pay Station and Software services and entered into a contract with FLOWBIRD Urban Intelligence, formal Cale America Inc; and

WHEREAS, The City of Key West Also used the "piggy back" process to obtain the same services and equipment, and the City wishes to use the same equipment for the purposes of shared maintenance and insight; and

WHEREAS, the City wishes to approve an agreement (the "Agreement") with FLOWBIRD Urban Intelligence For providing Pay Station, fee collection and associated software for the collection of boat ramp and parking fees In An Amount Not To Exceed \$58.393.00, for the first year, and \$9,792.00 for the following two years; and

WHEREAS, the City Manager recommends the City Council waive the purchasing policies and procedures and procedures and "piggy back" on the contract between Treasure Island and FLOWBIRD Urban Intelligence for pays stations and associated services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Based upon the recommendation of the City Manager, the City Council waives the City's purchasing policies and procedures.

Section 3. The contract between the City and FLOWBIRD Urban Intelligence for parking station, collection services and associated software, a copy of which is attached as Exhibit A together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, are hereby approved. The City Manager is authorized to execute the agreement and expend funds as needed on behalf of the City.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA THIS 9th DAY OF AUGUST, 2022.

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

**AGREEMENT
FOR
PARKING FEE COLLECTION STATIONS AND SOFTWARE**

This Agreement, made as of this ____ day of August, 2022, (Effective Date) by and between the CITY OF MARATHON, a municipal corporation organized and existing under the laws of the State of Florida, with its permanent post office address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "CITY") and FLOWBIRD Urban Intelligence, a Florida corporation, with its permanent post office address at 13190 56th Court, Clearwater, FL 33760 (hereinafter referred to as "CONTRACTOR"):

WITNESSETH:

WHEREAS, the CITY has the need to contract for Parking Fee Collection Station, and associated services; and

WHEREAS, City of Treasure Island, Florida competitively bid for Pay Stations, fee collection services and associated software (RFP No. 1717-004) which is attached hereto and incorporated herein as Exhibit C; and

WHEREAS, CONTRACTOR submitted a Response to Treasure Island; and

WHEREAS, after receipt of said Response from CONTRACTOR, Treasure Island entered into a Contract with CONTRACTOR to provide Pay Stations, fee collection services and associated software; and

WHEREAS, said Contract is dated January 17, 2017, and amended April 20, 2020 and is attached hereto and incorporated herein as Exhibit D (Treasure Island Contract); and

WHEREAS, the CITY has reviewed the Scope of Services of the competitively bid Treasure Island Contract and has determined that it is an Agreement that can be utilized by CITY to provide Pay Stations, fee collection services and associated software; and

WHEREAS, CONTRACTOR has agreed to honor the prices, terms and conditions of Treasure Island's Contract in performing disaster response services for the CITY; and

WHEREAS, the CITY desires to retain the services of CONTRACTOR established in this Agreement based on the Contract developed and executed by Treasure Island, Florida; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Attached hereto and made a part hereof by reference as Exhibits C & D are RFP No. 1717-004 and Treasure Island's Contract referred to above. The prices, terms and conditions of Treasure Island's Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

- a. The Scope of Services to be performed under this Agreement shall be as set forth in the Treasure Island Contract and the Treasure Island Invitation to Request for Proposals, except said services shall be performed in and for CITY.
- b. CONTRACTOR shall perform the services in and for CITY as detailed in the Treasure Island Contract utilizing the prices as set forth in Exhibit D.
- c. The Contract Administrator shall be the Public Works Director of the CITY or his designee.
- d. The Treasure Island Contract is amended as follows:
 - i. Section 8: Insurance shall be maintained in accordance with Exhibit B, attached:
- e. This Agreement is for a term of three years beginning the Effective Date.
- f. Notice to CITY shall be sent to: Director of Public Works, City of Marathon, at 9805 Overseas Highway, Marathon, Florida, 33050, with a copy to the City Manager at the same address.
- g. Regarding governing law and venue, the validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, dispute or otherwise arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit in and for Monroe County, Florida.
- h. E-Verify Certificate The bidder here by certifies that it has registered with the US Department of Homeland Security's E-Verification system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The

Contractor shall comply with and be subject to the provisions of F.S. 448.095

Section 3. In all other respects, the terms and conditions of the Treasure Island Contract are hereby ratified and shall remain in full force and effect under this Agreement as provided by their terms.

IN WITNESS WHEREOF, CITY and CONTRACTOR have set their hands and seals, as of the day and year first above written.

ATTEST:

CITY OF MARATHON, FLORIDA

DIANE CLAVIER
CITY CLERK

George Garrett
CITY MANAGER

APPROVED AS TO FORM:

CITY ATTORNEY

FLOWBIRD Urban Intelligence C.

Printed Name: _____

Title: _____

Dated: _____

EXHIBIT A



Flowbird - Quote Summary for Marathon, FL

Quote Date 8/1/2022
 Quote Expires 10/30/2022
 Quote Issued By Scott Fox [Mobile: 443-991-0229](tel:443-991-0229)
scott.fox@flowbird.group

Equipment						
Product Name	Quantity	Unit Price	Term	Year 1	Year 2	Year 3
CWT Credit Card Pay Station Refurb cabinet - Color Touch Display, No printer Color: Black Power: Solar Payment Methods: Credit/Debit Card Configuration: Pay by Plate, Pay by Space, Pay and Display Warranty: 13-month	8	\$ 5,990.00	One Time	\$ 47,920.00		
Equipment Total:				\$ 47,920.00	\$ -	\$ -

On Going Service						
webOffice Basic Includes: All Mode Configuration Maintenance alarms alerts to cell phone Reporting (standard) Credit Card Gateway Cellular Communication Fees 24/7 Support	8	\$ 744.00	Monthly	\$ 5,952.00	\$ 5,952.00	\$ 5,952.00
PartSmart Extended hardware Warranty program optional text receipt \$.03 cents per text	8	\$ 40.00	Monthly	0	\$ 3,840.00	\$ 3,840.00
On Going Services Total:				\$ 5,952.00	\$ 9,792.00	\$ 9,792.00

General Services						
Shipping	16	\$ 195.00	One Time	\$ 3,120.00		
CWT Installation and Training Cale will secure and level pay station to the ground and provide training, review preventative maintenance and trouble shooting Ground preparation is not included.	8	\$ 175.00	One Time	\$ 1,400.00		
General Services Total:				\$ 4,520.00	\$ -	\$ -
Total:				\$ 58,392.00	\$ 9,792.00	\$ 9,792.00

All prices stated are exclusive of taxes and shipping costs unless specifically itemized in this quotation. Customer is responsible for all taxes or providing proof of tax-exempt status. By accepting this order, Customer agrees to be bound by all applicable terms and conditions or terms of existing contract(s) between Customer and Flowbird for the same products and services, if any:

Accepted by: _____ Date: ____/____/____

EXHIBIT B

INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the City and with a reputable and financially viable insurance carrier, **naming the City as an additional insured**. Such insurance shall not be cancelled except upon thirty (30) days written notice to the City. Contractor shall provide the City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify the City immediately of any material change in any insurance policy required to be maintained by Contractor.

General Liability Insurance

Each Occurrence \$1,000,000

Vehicle Liability Insurance

Combined Single Limit \$1,000,000

Workers Compensation Insurance

Statutory Limits

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limits \$500,000

Consultants, IT Management, Engineers, Architects, Auditors, Brokers, Finance, Accountants, Legal, Real Estate Firms, Advertising Agencies, etc.

need Professional Liability limit \$1,000,000

Job/Event description must be noted in certificate description of operations.

These are MINIMUM limits

City of Treasure Island

**RFP 1617-04
Pay Stations, Meters and
Software**



CALE AMERICA, INC

13190 56th Court, Suite 401, Clearwater, FL 33760

Contact: Natalie Pick

Phone: 864-501-8836

Email: Natalie.Pick@caleamerica.com

November 10, 2016

City of Treasure Island
Attn: Hal Bruce, Purchasing Coordinator
Purchasing Section
120 108th Avenue
Treasure Island, FL 33706

November 10, 2016

Dear Mr. Bruce,

In response to your request, we hereby submit our response for the RFP 1617-04 for Pay Stations, Meters and Software . Cale is uniquely qualified to help the city achieve its goal of enabling a performance-based parking program to create incentives that will improve Treasure Island's parking resources. Cale's state-of-the-art WebTerminal (CWT) multi space meter and our MAX single/double space meter both run on Cale's WebOffice (CWO) web-based back office system. In addition, Cale's WayToPark mobile payment system works in conjunction with Cale's meters and back office giving the City a complete solution.

Residents and visitors alike are accustomed to the convenience and reliability provided by Cale's meters nationwide. Maintaining a standard of excellence that exceeds customers' expectations, we have a well-established record of providing our customers with the highest level of customer service while adhering to our own standards of quality workmanship. We have provided this level of customer service in many communities in the area including Deerfield Beach, Clearwater, St. Pete Beach and Pinellas County Parks and Recreation.

Cale will provide the City with our WayToPark mobile payment solution and can integrate with other mobile payment providers as well, if desired. The CWT meter will utilize solar power charging and wireless two-way communication for real-time transaction data, alarms notifications, plate status for enforcement, and financial reporting information.

Cale's is proposing an industry recognized parking and revenue control solution, Cale WebOffice, in efforts to partner with the city to address the objectives, requirements, and features outlined in the RFP document:

- **Versatile, robust, and all-inclusive solution that allows the city to actively manage meters via an independent network environment.**
- **Integration with third party software such as enforcement and mobile payments.**
- **Enhance customer accessibility as a result of multiple payment acceptance methods.**
- **Increase parking payment simplicity, convenience and satisfaction.**



After careful analysis, our team is confident in our ability to become a good partner for you and meet your needs, while providing an efficient and flexible solution for growth. Through our enclosed proposal, Cale will provide a description of our parking management program and solution, and how the system will be configured to your business and operational needs.

Our proposal will demonstrate the industry and technology experience of our team and the practical application of exceptional technology. Our Clearwater based headquarters and support organization, along with our extensive experience working with neighboring Gulf communities to Treasure Island, will ensure the highest level of success and sustainability for your parking program. Since 1955, Cale has consistently set the standard for technical development in the parking industry. During our history, Cale has earned the right to work with over 2,000 different parking organizations world-wide, applying technology to enable these customers to achieve their parking management and revenue goals. The Cale WebOffice application manages over 500,000,000 payments annually.

We are enthusiastic about the opportunity to demonstrate Cale's ability to provide our comprehensive parking and revenue control solution for the City's present and future needs. The proposal pricing is valid for at least 120 days.

RFP Contact

Natalie Pick, Regional Sales Manager

Corporate Office Address: 13190 56th Court, Suite 401, Clearwater, FL 33760

Remote Office Address: 226 Butler Avenue, Greenville, SC 29601

Office/Cell: 864-501-8836

Fax: 813-405-3906

Email: Natalie.Pick@caleamerica.com

Contract Contact

Andreas Jansson, Managing Director of Cale America

Corporate Office Address: 13190 56th Court, Suite 401, Clearwater, FL 33760

Office: 813-405-3900 ext. 227

Fax: 813-405-3909

Email: Andreas.Jansson@caleamerica.com

We look forward to the opportunity to work with the City of Treasure Island on this project. Should you have any questions, concerns, or need additional clarification, please feel free to contact Natalie Pick.

Sincerely,



Andreas Jansson, President/Managing Director of Cale America



EXECUTIVE SUMMARY/ EXPERIENCE



QUALIFICATIONS AND EXPERIENCE

Experience

Cale America is corporately based Clearwater, meaning our technical support organization 14 miles from the City of Treasure Island! Our goal is to position our resources including field service technicians, parts warehouse, programming and engineering teams centrally to all of our key customers in Pinellas County and along the Florida Gulf Coast.

Founded in 1955 and headquarter in Stockholm, Sweden, Cale (calegroup.se) is a profitable and sustainable private product and service provider who offers world leading parking solution to improve business for parking operators and simplify everyday life for end users. Since 1955, Cale has consistently led the parking industry in innovative approach and customer care. Cale has earned the privilege to work with 2,000 different parking organizations installing over 100,000 terminals in 38 countries worldwide.

Core Values

Cale's core values guide our business, our product development and our brand. They're what we look for in every employee and client relationship to continue developing Cale

- **Innovation** - We set a new business standard together with our customers. We continuously improve and renew our products, services and work methods in order to simplify people's everyday life and to become more effective and cost saving. We improve and invent new ways of packaging and offering our products and services.
- **Openness** - We have an open and straightforward communication with our customers and partners. We discuss challenges and opportunities openly within Cale. We offer open interfaces to our products and services in order to enable integration to other systems to create a higher value.
- **Reliability** - Our products are of a high and consistent quality based on more than 60 years of experience and customer's feedback. Our employees act responsible and keep their promises. We build long-term relations with our customers and become a partner.

Why partner with Cale?

As your partner we will bring to the project not just our high quality solutions, but also our commitment to taking extraordinary care of customers and mature business and development processes:

- Our implementation and project management process aligns well with your system development methodology and project management requirements
- Cale software development process has been validated by QSA Trustwave as part of our PA-DSS validation and PCI DSS compliance assessment
- The Cale CWT meter is fully integrated with of our Cale WebOffice management system allowing the City to expand easily with smart meter technology.
- Cale continually evaluates new technologies and work to incorporate them to the benefit of our customers.



- Cale product management maintains a 12-18-month roadmap of features and solutions, continuously monitoring the market and changing customer needs.

Cale's Partners:

The open architecture of Cale WebOffice allows for seamless integration with third party solutions such as Enforcement, Mobile LPR, Mobile Payments, and more.

Cale America's tremendous growth in the Tampa Bay and Gulf Coast areas has been in great part the result of our local, municipal and campus customers' confidence in our expertise, products and support, and subsequently being recommended to neighboring communities. Cale is excited to establish a mutually beneficial and long-term partnership with the city. Cale has been in business for over **60 years**, since 1955, because our customers trust Cale to continue to provide solutions and exceptional customer service. Cale attracts and retains top talent in the parking industry. Our staff is highly experienced on Cale equipment and systems, as well as the trends and technologies of the industry as a whole. Listed below is the key Cale customer service staff that the City will engage during your relationship with Cale. Because our system is a hosted solution, we provide ongoing support for the life of the contract. In addition to onsite support provided immediately after implementation, our staff is available for long term technical and program assistance.

Senior Sponsors

Andreas Jansson, Managing Director Cale America	
Cameo:	Andreas Jansson oversees the US operations for Cale, including daily management of the finance, sales, marketing, production, and support teams. Andreas also serves as part of the Cale Group Management Team.
Qualifications:	During his ten years of experience in the parking industry, Andreas has focused on improving operational efficiency, system integrations, and the implementation of new technologies. He has served on the Cale Group Management Team since 2007. Andreas has held several positions within the Cale Group, primarily focusing on IT, customer support, customer solutions, and product management. Prior to accepting the position as Managing Director of Cale America, Andreas served as Director of Product Management and Operations for the Cale Group, overseeing the product roadmap and product maintenance for the company's full product and services offering. Andreas also serves on the Board of Directors for Cale Norway and Cale America.
Expertise:	Andreas's expertise stretches across a number of fields including international relations, customer relations, product life cycle management, organizational skills, web-based systems, M2M-systems, business communications, and parking optimization.



Position Description:	The Managing Director serves as the primary contact responsible for all of Cale's contract negotiations, project team coordination, public relations, customer relations, and tracking and resolution of all technical issues. The Managing Director position reports to the Board of Cale America and the Chairman, Anton Kaya, CEO of the Cale Group.
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Max Corotis, Director of Sales

Cameo:	Max Corotis directly oversees all meter sales to new and existing customers. He manages a sales staff of regional representatives. Max reviews and approves all bid and RFP responses and is responsible for planning national and regional parking shows.
Qualifications:	Max has more than five years of parking experience, primarily focusing on parking efficiency and occupancy. Max has 35 years of experience in product sales for companies that supply batteries and various technologies.
Expertise:	Max's expertise includes sales in parking, transportation, communications, and solar powered products.
Position Description:	The Director of Sales serves as the primary generator of new business, manages the company's sales and sales support staff, coordinates preliminary order paperwork, and works with the Cale Production Team to transform orders into successful installations.

Jeff Nethery, Director of Meter Services

Cameo:	Jeff is experienced in outreach and education programs, consulting and planning, contract negotiations and compliance, project team coordination, customer relations, business and partnership development.
Qualifications:	<p>Jeff has 30 years of parking management, consulting, and project management experience. He has primarily focused on improving operational efficiency, system integrations, and implementation of new technologies. Jeff is a graduate of, and former Parking Operations and Facilities Manager for the University of Washington in Seattle. He was founder and president of Parking Research and Solutions from 2003-2011.</p> <p>Jeff has served in multiple roles at Cale including Customer Service Director from 2008-2011, General Manager from 2011-2012 and Director of Business Development from 2013-2015.</p>
Expertise:	Public speaking, parking management, parking studies and data analysis, customer service program development, and implementation, planning, coordination and organizational skills, and business communications.



Jeff Nethery, Director of Meter Services

Position Description:	The Director of Meter Services is a member of the Senior Management Team and assists with consulting, development, planning and implementation of key parking programs and projects. The position holder serves as liaison between city and campus agencies, operators, technology partners, stakeholder groups and Cale departments. Additional responsibilities include oversight of equipment production, field service, installations and product training.
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Cale Project Team

The town will be assigned a Cale project team for installation and training. Team members consist of a Regional Sales Manager, Field Service Technician and Programming Specialist. The Cale team is dedicated to ensuring a successful implementation. The field service technician and programming specialist will be assigned upon award. Once live, the Town will be transferred to Support.

Natalie Pick, Regional Sales Manager

Cameo:	The Regional Sales Manager is responsible for obtaining new business and continuing customer care. Duties include but are not limited to evaluating existing parking regulations and policies, sharing industry best practices, establishing long-term relationships, and fostering a collaborative environment for future growth.
Qualifications:	Natalie has worked in the Parking Industry for 11 years fulfilling customer facing roles in technical support, account management, installation, consulting, and new business development.
Expertise:	Natalie is a big believer in consultative selling. Parking solutions often require an investment in time and money. Natalie wants to ensure an account is investing in a solution that will provide a return on investment not just for the account, but also for their customers. Natalie takes a deep dive into parking policies and regulations, evaluates and offers a solution based on industry best practices.
Position Description:	The Regional Sales Manager serves as the primary agent for new business and manages accounts post sale. This includes creating and processing orders and ensuring existing accounts are happy with the products and services provided by Cale America.

Noah Cruzan, Director of Online Services

Cameo:	Noah Cruzan oversees the Customer Service Department, field-service technicians, project managers and the Help Desk.
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CALE

Noah Cruzan, Director of Online Services	
Qualifications:	Noah has nine years of customer service experience, six of which are in the parking industry.
Expertise:	Noah's customer service expertise encompasses Help Desk and personnel management as well as back office systems.
Position Description:	The Director of Customer Service reports directly to the Managing Director and provides direct support to all Cale customers. Additional responsibilities include setting up all Help Desk accounts, overseeing the setup for our back office systems, managing the field service technicians and project managers.

Bob Murphy, Project Manager, Field Service	
Cameo:	Bob Murphy oversees field service technicians throughout the U.S., new meter installations and provides technical support to the Midwestern states. He also provides technical training to new and existing customers.
Qualifications:	Bob has 15 years of project management experience, and has worked at Cale for the last three. He managed the installation of 325 meters in Indianapolis, IN and installation of 895 meters and complete overhaul of parking signage throughout the city of Pittsburgh, PA. Bob also managed the upgrade of modems in all Cale meters to 3G and supervised the installation of a large new meter project in Key West, FL. Most recently, he managed the installation of 500 meters and complete overhaul of parking signage throughout the city of Detroit, MI.
Expertise:	Management of all phases of meter and sign installation. Experienced in customer relations and technical support.
Position Description:	The Field Service Project Manager reports to the Director of Meter Services, is responsible for all service and project related duties, and serves as a liaison between Cale America and its customers.

Cale has over 35 accounts in Florida including cities the of Deerfield Beach, City of Clearwater, City of Key West, and City of Madeira Beach, Pinellas County Parks and Recreation, who use Cale WebOffice to management on and off-street parking. Samples of additional Cale accounts include.

- Calgary, AB – Uses Cale WebOffice to manage 900+ Cale Web Terminals in space and license plate input, credit card payments and enforcement integration.
- Chicago, IL – Uses Cale WebOffice to manage 5,000 Cale MPC Terminals in pay by space input, credit card payments and integration with mobile payments.
- Detroit, MI – Uses Cale WebOffice to manage 500+ Cale Web Terminals in pay by plate input, credit card payments and integration with enforcement LPR and mobile payments.



Superior Customer Service and Support

An important, key focal point of Cale's offering and business philosophy is customer support. The City can be confident that a partnership with Cale will allow the meter installation to prosper, much as installations in numerous municipalities around the country. The following section contains a showcase of testimonials received from satisfied clients across the US:

"The meters and the support from Cale have been fantastic. The Mayor and the City were so pleased with the initial results of the new program that approval to double the number of Cale meters came very easy. Cale has made the commitment a city would hope for from a vendor. I highly recommend Cale."

– Danette Perry, Director (510) 981-7057
City of Berkeley, CA

"I have had the pleasure of working with Cale over the past seven years, over those seven years we have continued to increase our pay and display machine inventory from 1 to now 22 machines and more in our near future.

These machines are reliable and the Cale staff is friendly, timely and courteous. They are like a breath of fresh air after cycling through many of the competitor's equipment. A few key points is the 24/7 help desk not to mention the staffs hands on approach."

– Shauna Atkins, Facilities Operations Manager, (303) 735-0176
University of Colorado-Boulder Parking Services, Boulder, CO

"Well, it's been a long road, but we are finally, FINALLY on the threshold of a new era for parking in Schenectady!

Most of the meters have been installed and ground prep is proceeding on the remaining meters. They will become operational for parkers in June, and the revenue will begin flowing. And flowing and flowing. After that, the City Council will see the error of their ways and order thousands of additional meters and we will become the metered capital of the world!!

OK, so the last part is a bit of an exaggeration, but you get the idea. I don't know exactly when we had our first contact or conversation about bringing kiosks to Schenectady, but I'm guessing it was more than 4 years ago. It seems like a hundred years ago on some days...I am gratified you stuck with us, through all the ups and downs, fits and starts, starts and stops to get to this point. We have had our first level of CWO training, we have our sign-ons and passwords, so now all that is left is to sit back and enjoy the fruits of this laborious journey.

Dan Culliton and Chris Snellgrove have been outstanding in every facet. We are very pleased with all their efforts. I can't wait till we have more meters to order!!



I want to extend my sincere thanks to you for all the time, effort, trips to Schenectady, frozen hands, presentations, assistance, hand-holding... You know all that you did, and I am grateful for all of it."

– Richard McIlravy-Ackert, Supervisor, (518) 382-5211
City of Schenectady, NY

"The reasons for initially trusting Cale with our first multi-space meter order, and why the City continues to purchase from Cale, are simple. We chose Cale because of the companies many wonderful references. We also wanted a relatively low cost option, but didn't want to be hurt by poor service capabilities, or parts that break down easily. Cale assured me and the selection committee that what we would get from them was a low cost alternative, which will work very well in all seasons of the year, and the experience of bad parts would be kept to a minimum.

Everything that the company told us before we bought the meters, as well the references, was ALL true. The cost of the Cale meter is very competitive. The meter does not *rust*, and the components work consistently. Most of all, when there is an issue, Cale's support desk is willing to help at any time of day, or week. Cale works very well with my entire staff, and I am looking forward to many years of a happy partnership. "

– John Peverada, Parking Manager (207) 874-8444
City of Portland, ME

"After thoroughly researching multi-space meter providers, Cale was our first choice. We would make the same choice again. We are completely satisfied with the excellent product, superior customer service, ease of use for our customers, simplicity of repair and diagnostics, aesthetic appearance on our streets, and our revenue results. With Cale's assistance, the conversion from single space meters to multi-space meters went remarkably smoothly. Our relationship with Cale is terrific; we hope it will continue for years to come. It is a pleasure to work with George Levey and the Cale team."

– Molly Winter, Director (303) 413-7317
City of Boulder, CO

Our Solution

Cale has a reputation for being a world leader in unattended payment solutions. When the back-office system, Cale WebOffice, was introduced onto the market a number of years ago, the ease with which payment terminals could be monitored and controlled online increased dramatically. The connection between Cale WebTerminal (CWT), MAX Single-Space Meter, WayToPark (WTP), and Cale WebOffice (CWO) opened up completely new possibilities for the meters and mobile payments to communicate with Cale WebOffice, resulting in a much simpler and more efficient operation.



Cale WebOffice (CWO)

Cale is proposing to implement our cloud payment meter solution, Cale WebOffice. Cale WebOffice is the next generation back-office service. It provides flexible and user-friendly management of your Cale meters. It allows you to maximize the efficiency of your operation and reduce costs by taking control of your meters.

Cale WebOffice is a fully web-based service that requires no PC software to be installed or maintained by the user. Updates and new functions are installed by Cale Support. There are typically two updates per year. Updates are included in the monthly subscription fee.

Cale WebOffice offers several useful features that maximize your efficiency, profit and meter availability. The interface with the meters are transparent and, with a convenient drag and drop functionality, pay meters can be divided into groups (districts/zones). Updates can easily be pushed out to specific groups. There is no need to visit each meter to apply an update. This is particularly useful for larger parking operations with large quantity of meters where different rate structures are used.

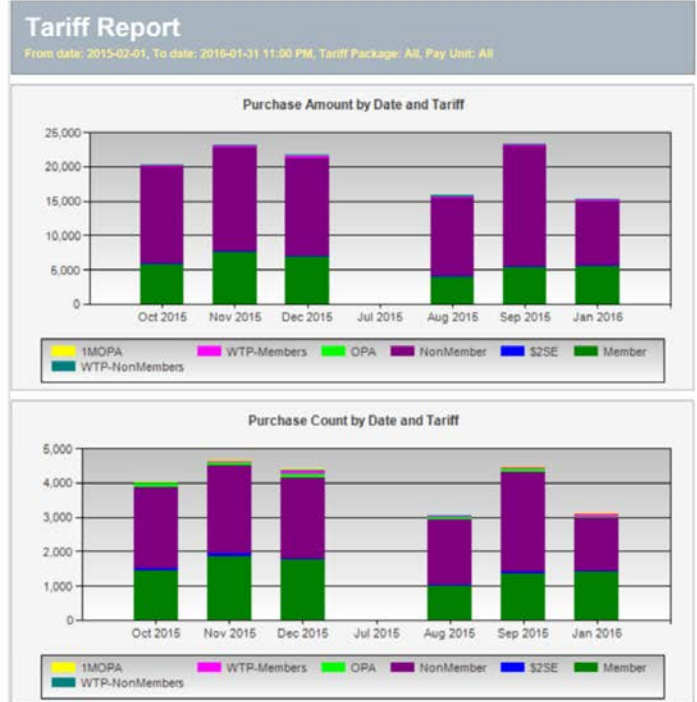
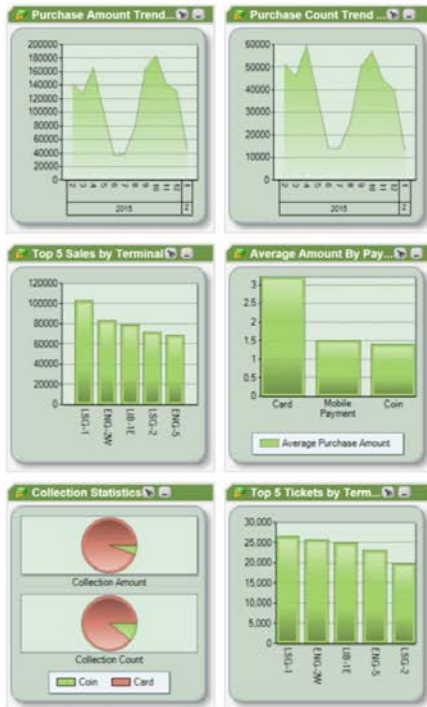
Cale WebOffice also has an automatic alarm management feature. If a meter has been damaged, needs to be emptied, or malfunctions, a message is generated in Cale WebOffice and can be sent to a technician.

Security is the top priority. Protecting information from unauthorized access is one of the key elements on which the system is based. The administrator can assign different access levels and privileges to users. For example, one person can be authorized to deal with the alarm function, another only authorized to change meter groups, and a third authorized to analyze reports and statistics.

To recap, Cale WebOffice provides the ability to

- Actively manage payments in real time in the office and in the field
- Integrate with third party applications such as ERP solutions, vehicle sensors, enforcement solutions, mobile payments, etc.
- Highly configurable and has successfully accommodated business processes, technology and legislative requirements of over 2,000 parking operations in world-wide
- Provide for improved audits, statistics and financial reporting
- Unified data in one place for operational decision making, financial management and trend analysis
- Customize dashboards and reports for data visualization and turning data into information into action.





Cale WebTerminal (CWT)

CWT Multi-Space Meter enables a secure and user friendly payment process. It is a successful combination of innovation and proven technology. CWT has a robust, durable and secure design and features such as a video-enabled color screen, contactless credit card payment, software-controlled buttons, license plate entry and audio interface. The CWT is more than just a meter!

Unique Features:

- PCI 3.x certified contactless EMV credit card payment, including support for Apple Pay
- Extended parking via top-up at the pay station or with WayToPark
- Alphanumeric keyboard as a standard component
- Citation Payment at the terminal
- Integrated Motion Sensor Light Bar
- Large software controlled buttons located directly under the screen
- Instructions on the screen
- High resolution printer
- Durable; withstands climate effects and intrusion
- Designed in two parts - Simple installation, relocation, upgrade and maintenance
- Patented electronic lock system (optional)



- Tilt siren (optional)

Secure, flexible payment

The flexibility of the CWT makes it ideal for a wide range of unattended payment applications. Built-in 3G and LAN connections allows for quick online transactions and real-time data monitoring in Cale WebOffice.

All payment options are handled with highest security standards, and all software development follows strict PCI regulations (PCI 3.x). The terminal can be used for Pre- or Post Payment as well as a combination of both.

Easy integration

An open interface makes integration with external systems straightforward allowing you to further optimize your operation. Through use of the alphanumeric keyboard, you get the possibility to make use of ticketless services, which will simplify the parking operation and make enforcement more efficient.

Always connected

When connecting the terminals to the most advanced back-office system in the world, Cale WebOffice, you get access to a tool, which simplifies the administration and makes it possible to operate all your terminals in a virtual network. Cale WebOffice also provides extensive statistics and report possibilities.

Minimal environmental impact CWT is 99% recyclable (certificate from Stena recycling AB). Combined with powerful solar options, we ensure that the CWT has minimal impact on the environment



MAX Meter

Cale is proposing to implement our single-double space meter called the MAX Space Meter.

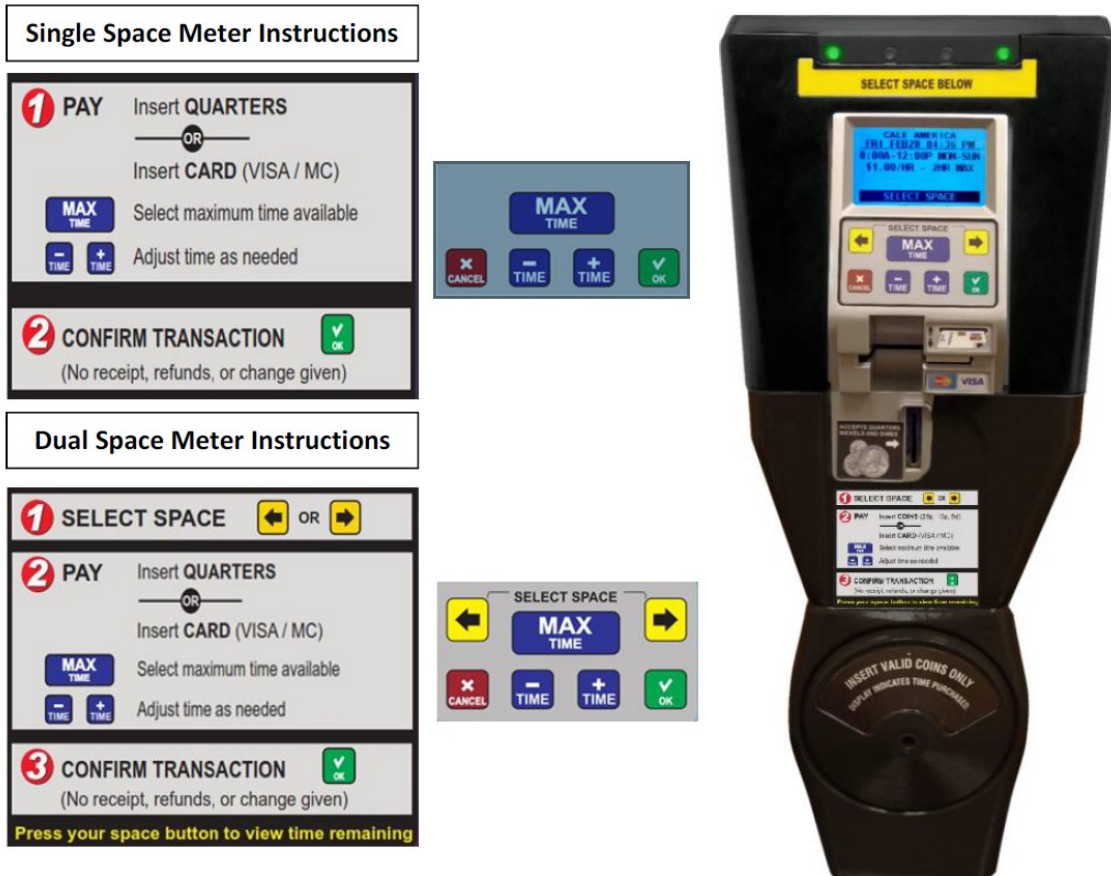
Cale's MAX meter is unique in the industry. One MAX meter covers two parking spaces. This allows for a large cost savings to parking organizations who have dual space meters today. Using one meter rather than two allows the City to:

- Reduce upfront purchase cost for meters
- Reduce operating and transactional expenses
- Achieve greater efficiency relative to short-term parking regulations and enforcement
- Enhance customer accessibility as a result of multiple payment acceptance methods
- Update current parking meter technology with the latest and greatest the market has to offer
- Reduce service calls and customer complaints due to malfunctioning equipment
- Lower maintenance and repair costs
- Increase parking payment simplicity, convenience, and satisfaction

MAX features include:

- Larger Solar Panel: Capture more sun to boost up time. Built-in overload and lightning-proof protection is included.
- Protected: Airplane strength aluminum alloy and tough polycarbonate protect against vandals and weather.
- LED Alerts: Front and rear colored LEDs indicate meter pay status and flash operational alerts from a great distance.
- Digital Alerts: Email & texts ensure rapid response to alerts.
- Remote Programming: Wireless software and configuration updates maximize up-time and revenue.
- Coin Validator: Infrared coin jam detection alerts maximize up-time.
- Power: Redundant battery and solar power systems maximize up-time and profit
- Security: ID cards provide 3 levels of access for meter configurations, service, or collections
- Communications: 3G/4g modem wireless connectivity
- 99% recyclable





Keypad Buttons

- Yellow (ARROWS):** Select Space to left or right (on meters configured for Dual Space)
- Blue (TIME):** For credit card transactions, adjust time with (+) and (-) buttons.
***The **MAX Button** selects the maximum available time remaining.
- Green (OK):** Confirms transaction or selection
- Red (CANCEL):** Cancels displayed option

WayToPark (WTP)

Mobile payments are an increasingly important cornerstone of a complete parking solution. WayToPark offers you, as the operator, a number of business critical advantages, and at the same time encourage the customer to make increased use through easily accessible and simple user interfaces. If you choose to combine mobile payment with the rest of our portfolio, you will have an integrated total solution for digital parking that will optimize your operation.

Users pay for their parking directly from their mobile phone, without the need for pre-registration when the service is used for the first few times. Users receive a reminder when the parking time is coming to an end, and are then easily able to extend it directly from their mobile device.

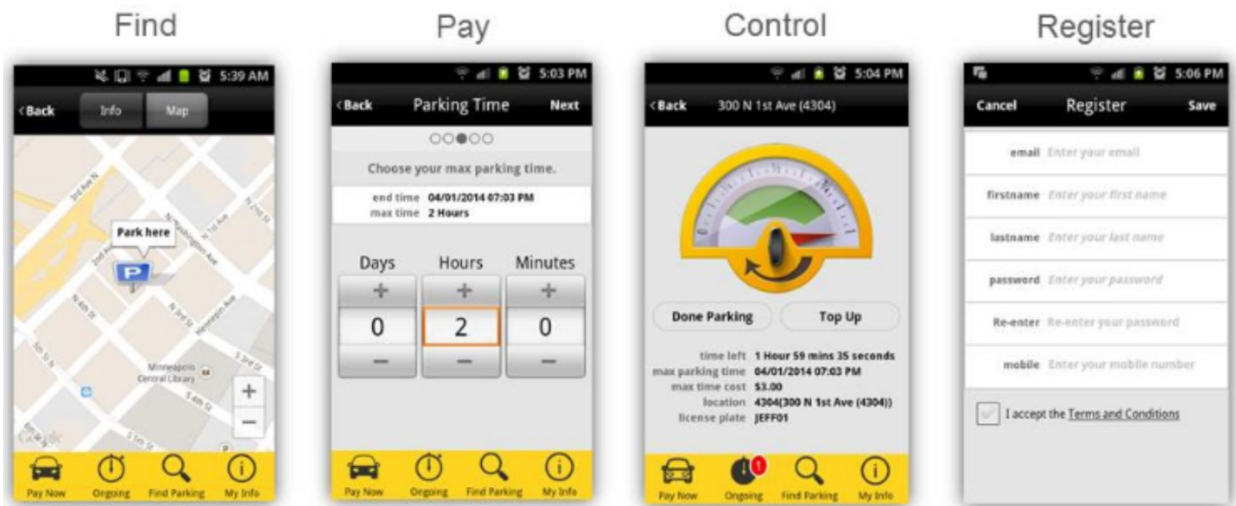
Users who choose to register also have access to various add-on features that contribute to a positive and seamless parking experience. Users can register various credit cards, such as



corporate cards, for work-related parking and their own cards for private parking.

Additional functionality includes:

- Pay by Space and Pay by Plate modes
- Effective search functions that help to find a parking space quickly
- Quick profiles for easy payment
- Smooth receipt handling



Cale Support / Technical Services

Customer Service and Support

An important aspect of Cale's business philosophy is customer support. The City should be confident that a partnership with Cale ensures a successful meter installation of any scale. Cale offers comprehensive customer service and technical support seven days a week via the Cale Help Desk (877.620.2253 or support@caleamerica.com) for no additional cost.

Cale will provide the City staff the necessary training to handle all aspects of the meter population. This includes complete dis- and reassembly of a meter, and preventative maintenance. Should an issue arise that is not immediately resolvable by City staff, the Cale HelpDesk will be available 24/7 including holidays. If for some unforeseen reason, the City staff is still unable to resolve the issue, then Cale will send a technician to the meter to resolve the issue at no additional cost.

Cale currently receives and tracks all technical support calls seven days a week through our Cale Help Desk using our Zendesk Enterprise online ticket platform. Our Help Desk Technicians are



trained to answer most common technical questions about meter operations and online reporting, and to assist with resolving most technical problems over the phone or online using level one troubleshooting methods (see the following chart for severity levels). If troubleshooting an issue with our Help Desk does not resolve a problem, the issue is immediately escalated to our Engineering, Programming or Field Service manager. If a service call is requested or required, a service technician would then be assigned the maintenance ticket and dispatched to resolve the issue in person. The service technician would then update the ticket with what was fixed at the meter so that the City is always informed of what happened and a historical archive of the maintenance is maintained for future reference. City staff may be copied on all ticket update notifications.

Severity	Example	Initial Response Time (Service Call)	Maximum Resolution Time
Level 1	Critical – Meter is unable to accept payment	2 hours	3 Hours
Level 2	Serious – Some transactions possible, all payment options may not be available or meter may not be printing receipts or communicating properly	24 Hour	48 Hours
Level 3	Major – Meter is accepting all payment options, but is not communicating with servers properly	48 Hours	72 Hours

We believe our team is confident in our ability to become a good partner for you and meet your needs, while providing an efficient and flexible solution for growth. We are enthusiastic about the opportunity to demonstrate Cale's ability to provide our comprehensive parking and revenue control solution for the City's present and future needs.



PROPOSAL FORM



Section III Proposal Form

Pay Station (One Time Cost)

	Quantity	Unit Price Year One	Year One Total	Unit Price Year Two	Unit Price Year Three
Pay Stations – Credit Card, Coin, Solar, ADA Compliant, 2 Year Warranty	16	\$6,550.00	\$104,800.00		
Optional Bill Changers	7	\$950.00	\$6,650.00		
Light Bar with Motion Sensor	16	\$400.00	\$6,400.00		
TOTAL			\$117,850.00		

Meters (One Time Cost)

	Quantity	Unit Price Year One	Year One Total	Unit Price Year Two	Unit Price Year Three
Dual Space - Includes housing	29	\$865.00	\$25,085.00		
Single Space – Includes housing	6	\$615.00	\$3,690.00		
TOTAL			\$28,775.00		

Supplies (One Time Cost)

	Quantity	Unit Price Year One	Year One Total	Unit Price Year Two	Unit Price Year Three
Receipt Paper – receipt paper comes in boxes of 5 rolls – each roll should produce around 4000 – 4500 receipts/ tickets	5	\$125.00	\$625.00		
Pre-Paid Parking Option - Tokens	1000	\$334.41	\$334.41		
Pre-Paid Mag Stripe Cards	500	\$0.60	\$300.00		



			\$1,259.41		

Implementation / Installation Services

	Quantity	Unit Price Year One	Year One Total	Unit Price Year Two	Unit Price Year Three
Training	1	\$700.00	\$700.00		
Pay Station Installation – to prepared ground	16	\$125.00	\$2,000.00		
Meter Installation – does not include poles	35	\$50.00	\$1,750.00		
Shipping	1	\$125.00	\$125.00		
TOTAL			\$4,575.00		

On-Going Services (Recurring Cost)

	Quantity	Unit Price Year One	Year One Total	Unit Price Year Two	Unit Price Year Three
Pay Station Software – includes real-time communication	16	\$45.00	\$8,640.00	\$8,640.00	\$8,640.00
Meter Software – Includes real-time communication	35	\$8.00	\$3,360.00	\$3,360.00	\$3,360.00
TOTAL			\$12,000.00	\$12,000.00	\$12,000.00

TOTAL One Time Cost	\$152,459.41		
TOTAL Recurring Cost	\$12,000.00	\$12,000.00	\$12,000.00

Other Options Available for Considerations

	Quantity	Unit Price	Year One Total	Unit Price Year Two	Unit Price Year Three
PartSmart CWT Pay Station Extended parts warranty – covers all parts on the CWT Pay Station	16	\$35.00			\$6,720.00



PartSmart Meter Extended Parts warranty – covers all parts on the Meters	35	\$15.00			\$6,300.00
WayToPark – Convenience Fee paid by the consumer		\$0.35			
TOTAL					\$13,020.00



SCOPE OF WORK/ SPECIFICATIONS



SCOPE OF WORK/SPECIFICATIONS RESPONSE

Pay Stations

SPECIFICATION	COMPLIES	COMMENT
Should be able to use Pay-by-Space, Pay by Plate or Pay by Display technology.	Yes	The Cale WebTerminal (CWT) can be configured to used in Pay-by-Space, Pay by Plate or Pay and Display modes.
Pay options to accept Coins, Debit/Credit Cards, Mobile Pay Application and the option of Bills.	Yes	The CWT can be configured to accept coins, debit/credit cards, mobile payments and bills.
Allows for a choice of payment options to be changed over time, with a modular system or plug-ins allowing for change. For example, today we do not want to accept bills, but in 2 years the City may decide to begin accepting bills.	Yes	The payment methods offered can be changed in the future.
Should have a programmable LCD Display	Yes	The CWT comes standard with a 6.6" graphical, monochrome display with an option to change to a 7.0" color display. All programming is done in the Cale WebOffice backend software.
Should have 3G Wireless Communications	Yes	The CWT comes standard with a 3G cellular modem.
Should be Solar or AC Powered. Should also have a light fixture available to see at night.	Yes	The CWT's standard power source is solar with a battery backup. The unit can be converted to A/C power, if desired. An optional light bar can be included.
Stainless steel construction.	Yes	The CWT is constructed of 304 stainless steel.
Should be able to Validate US Coins.	Yes	The CWT will validate any coins inserted and only accept those it is programmed to while immediately rejecting any that fail the validation via the coin return.

Meters

SPECIFICATION	COMPLIES	COMMENT
Should be available in single and dual.	Yes	The Cale Max meter is available as a single or dual space meter.



SPECIFICATION	COMPLIES	COMMENT
Should have both Battery and Solar Charging.	Yes	The Max meter's standard power source is solar but has a backup battery.
Pay options to accept Coins, Credit/Debit Cards, and Mobile Pay Application.	Yes	The Max meter can be configured to accept coins, credit/debit cards and mobile payments.
Should have a programmable LCD Display.	Yes	
Should be able to Validate US Coins.	Yes	The Max meter will validate any coins inserted and only accept those it is programmed to while immediately rejecting any that fail the validation via the coin return.

Administrative/Management Software

SPECIFICATION	COMPLIES	COMMENT
Software should support both Pay Stations and Meters.	Yes	The Cale WebOffice (CWO) supports both the CWT and Max meters and is used for programming and reporting for both machines.
Software should provide for real-time management and diagnostic reporting for all meters and pay stations.	Yes	CWO maintains real-time communications with both the CWT and the Max meter.
Should have a way to allow for pre-paid parking for group events arranged at City Facilities.	Yes	
Software should provide a web-based program to be accessible from computers installed within Police Patrol and Parking Enforcement vehicles for parking enforcement. The system does not need to generate parking tickets, nor manage the parking tickets.	Yes	
Pay Stations and Meters should have integrated credit card processing system that avoids a 3 rd party vendor to transmit/push data to the City's bank. The system would allow for the City to use one vendor, a credit card merchant for credit card processing and for deposits to be made into City's bank account.	Yes	



SPECIFICATION	COMPLIES	COMMENT
Provide full disclosure of all transaction and processing fees charged for credit card and all transactions on the Proposal Form.	Yes	Please see the Proposal Form for transaction and processing fees.
Allows for uninterrupted parking services to customers, including credit card services when cell towers, service or satellites are impaired or down. Can continue business as usual.	Yes	The CWT and Max meters will continue with business even if there is an interruption in the communication with the CWO back office software.

Warranty

Contractor will warrant the completed parking system to be free of defects in workmanship and materials for a period of two (2) years from the date of completion of the system.

Response: Cale complies

Service

Contractor shall offer service for maintenance of the pay stations and meters to ensure that the units remain operational and in good working condition. Explain what maintenance and repair services are available and where the closest office to the City is located for service technicians and parts on Proposal Form.

Response: Cale complies. The closest office is located in Clearwater, FL. Please see the Proposal Form for additional information.



QUALIFICATIONS STATEMENT/ DRUG-FREE WORK PLACE CERTIFICATE



QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm: Cale America, Inc.
Address: 13190 56th Court, Suite 401
Clearwater, FL 33760

SUBMITTED TO: City of Treasure Island

SUBMITTED FOR: No. RFP 1617-04 Pay Stations, Meters and Software.

PROPOSERS CONTACT INFORMATION:

Contact Person: Natalie Pick
Title: Regional Sales Manager
Phone: 864-501-8836
Email: Natalie.Pick@caleamerica.com

AFFILIATED COMPANIES:

Name: _____
Address: _____

TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization:

PARTNERSHIP

Date of Organization:

Type of Partnership (General or Limited):

Name and Address of Each Partner:

CORPORATION

State of Incorporation:

Delaware

Date of Incorporation:

November 11, 2011

Executive Officers:

Chief Executive Officer:

President:

Andreas Jansson

- Vice President(s):

- Treasurer:

- Secretary:

Kenneth Beattie

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

State of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

PROPOSERS GENERAL INFORMATION

Type of License: _____

License Number: _____

Years of Business under License Number: _____

If nonresident, proof of authority to do business in the State of Florida. Attach with form submission.

Primary type of work your company performs: Parking Pay Stations, Meters and Software

Number of people permanently employed: 51

Dollar volume presently under Contract: _____

Nearest location to Treasure Island for spare parts: Clearwater, FL

Nearest location to Treasure Island for service: Clearwater, FL

Is this organization an equal employment opportunity employer? Yes

Does this organization have a written drug and alcohol policy? Yes

Does this organization have a Drug-Free Workplace program pursuant to Section 287.087, Florida Statutes YES NO

If yes include Attachment in this Section

1. PROPOSERS BUSINESS REFERENCES

Cale has over **35 accounts** in Florida including cities the of Deerfield Beach, City of Clearwater, City of Key West, and City of Madeira Beach, Pinellas County Parks and Recreation, who use Cale WebOffice to management on and off-street parking. Samples of additional Cale accounts include.

- Calgary, AB – Uses Cale WebOffice to manage 900+ Cale Web Terminals in space and license plate input, credit card payments and enforcement integration.
- Chicago, IL – Uses Cale WebOffice to manage 5,000 Cale MPC Terminals in pay by space input, credit card payments and integration with mobile payments.
- Detroit, MI – Uses Cale WebOffice to manage 500+ Cale Web Terminals in pay by plate input, credit card payments and integration with enforcement LPR and mobile payments.

Superior Customer Service and Support

An important, key focal point of Cale's offering and business philosophy is customer support. The City can be confident that a partnership with Cale will allow the meter installation to prosper, much as installations in

numerous municipalities around the country. The following section contains a showcase of testimonials received from satisfied clients across the US:

"The meters and the support from Cale have been fantastic. The Mayor and the City were so pleased with the initial results of the new program that approval to double the number of Cale meters came very easy. Cale has made the commitment a city would hope for from a vendor. I highly recommend Cale."

– Danette Perry, Director (510) 981-7057
City of Berkeley, CA

"I have had the pleasure of working with Cale over the past seven years, over those seven years we have continued to increase our pay and display machine inventory from 1 to now 22 machines and more in our near future.

These machines are reliable and the Cale staff is friendly, timely and courteous. They are like a breath of fresh air after cycling through many of the competitor's equipment. A few key points is the 24/7 help desk not to mention the staffs hands on approach."

– Shauna Atkins, Facilities Operations Manager, (303) 735-0176
University of Colorado-Boulder Parking Services, Boulder, CO

"Well, it's been a long road, but we are finally, FINALLY on the threshold of a new era for parking in Schenectady!

Most of the meters have been installed and ground prep is proceeding on the remaining meters. They will become operational for parkers in June, and the revenue will begin flowing. And flowing and flowing. After that, the City Council will see the error of their ways and order thousands of additional meters and we will become the metered capital of the world!!

OK, so the last part is a bit of an exaggeration, but you get the idea. I don't know exactly when we had our first contact or conversation about bringing kiosks to Schenectady, but I'm guessing it was more than 4 years ago. It seems like a hundred years ago on some days...I am gratified you stuck with us, through all the ups and downs, fits and starts, starts and stops to get to this point. We have had our first level of CWO training, we have our sign-ons and passwords, so now all that is left is to sit back and enjoy the fruits of this laborious journey.

Dan Culliton and Chris Snellgrove have been outstanding in every facet. We are very pleased with all their efforts. I can't wait till we have more meters to order!!

I want to extend my sincere thanks to you for all the time, effort, trips to Schenectady, frozen hands, presentations, assistance, hand-holding... You know all that you did, and I am grateful for all of it."

– Richard McIlravy-Ackert, Supervisor, (518) 382-5211
City of Schenectady, NY

"The reasons for initially trusting Cale with our first multi-space meter order, and why the City continues to purchase from Cale, are simple. We chose Cale because of the companies many wonderful references. We also wanted a relatively low cost option, but didn't want to be hurt by poor service

capabilities, or parts that break down easily. Cale assured me and the selection committee that what we would get from them was a low cost alternative, which will work very well in all seasons of the year, and the experience of bad parts would be kept to a minimum.

Everything that the company told us before we bought the meters, as well the references, was ALL true. The cost of the Cale meter is very competitive. The meter does not *rust*, and the components work consistently. Most of all, when there is an issue, Cale's support desk is willing to help at any time of day, or week. Cale works very well with my entire staff, and I am looking forward to many years of a happy partnership. "

– John Peverada, Parking Manager (207) 874-8444
City of Portland, ME

"After thoroughly researching multi-space meter providers, Cale was our first choice. We would make the same choice again. We are completely satisfied with the excellent product, superior customer service, ease of use for our customers, simplicity of repair and diagnostics, aesthetic appearance on our streets, and our revenue results. With Cale's assistance, the conversion from single space meters to multi-space meters went remarkably smoothly. Our relationship with Cale is terrific; we hope it will continue for years to come. It is a pleasure to work with George Levey and the Cale team."

– Molly Winter, Director (303) 413-7317
City of Boulder, CO

Pinellas County Parks, FL

POC:	Lyle Fowler, Parks & Recreation Operations Manager
Email:	lfowler@pinellascounty.org
Direct Phone #:	727-453-3234
Fax #:	727-464-3379
Address:	12520 Ulmerton Road, Largo, FL 33774
Product Description:	MPC Pay and Display and Pay by Space
Quantity:	47
Date Started:	2010
Date Completed:	Installation complete - support ongoing
Scope of Work:	Since 2010, Cale has provided meters to Pinellas County Parks at various locales throughout the County including Madeira Beach, Fort Desoto, Howard Park and Sand Key. The Pay and Display and Pay By Space meters feature bill, coin, and credit/debit card acceptance.

City of Deerfield Beach, FL

POC:	Kim Bunting, Finance Office Manager
Email Address:	kbunting@deerfieldbeach.com
Direct Phone # :	954.422.5800
Fax #:	954.480.5223
Address:	City of Deerfield Beach, 150 NE 2 nd Ave, Deerfield Beach, FL 33441

00720782-1

Product Description:	CWT Pay by Plate with LPR (through Gtechna) WayToPark mobile application
Quantity:	42 Meters (over 500 spaces managed through LPR)
Date Started:	May 2014
Date Completed:	Meter installation June 2014 – support ongoing Mobile application July 2014
Scope of Work:	<p>Cale installed solar charged CWT Pay by Plate meters featuring coin and credit/debit card acceptance and 3G wireless communications. Enforcement services are subcontracted through Cale and Gtechna provides License Plate Recognition cameras and citation management.</p> <p>In July 2014, the City added Cale's WayToPark mobile pay by phone application. Cale provided all new signs for each block as part of the mobile payment and pay-by-plate program.</p>

City of Clearwater, FL

POC:	Eric Wilson, Parking Manager
Email:	ewilson@flparking.org
Direct Phone#:	727.562.4774
Fax#:	727.562.4755
Address:	100 South Myrtle Avenue, Suite #220, Clearwater, FL 33756
Product Description:	MPC XL Pay and Display, MPC Pay and Display
Quantity:	65
Date Started:	November 2007
Date Completed:	Installation complete - support ongoing
Scope of Work:	Cale began its relationship with the City of Clearwater in 2007 installing two MPC XL meters. Since then, Cale has provided and installed additional MPC and MPC XL meters. In 2010, Cale refurbished the city's existing meters, replacing the old modems with new 3G wireless modems. The meters are solar charged and feature coin, bill, and credit card acceptance.

St. Pete Beach, FL

POC:	Dan O'Connor, Administrative Services Supervisor
Email:	d.oconnor@stpetebeach.org
Direct Phone #:	727.363.9213 or 727.542.7431
Address:	200 76th Ave, St. Pete Beach, FL 33705
Product Description:	MPC Pay and Display and Pay by Space CWT Pay By Space with WayToPark Mobile Payments

Quantity:	42
Date Started:	2006
Date Completed:	MPC – installations complete – support ongoing CWT and WayToPark completed in August 2015 - support ongoing
Scope of Work:	<p>Since 2006, Cale has installed MPC meters in St. Pete Beach. The initial installation called for Pay and Display enforcement but in 2010, Cale converted some meters to Pay By Space. The meters are solar charged and feature coin and credit card acceptance as well as 3G wireless communication.</p> <p>In January of 2015, the City ordered new CWT meters. The solar-charged CWT Pay by Space meters feature coin and credit/debit card acceptance. The City also added Cale's WayToPark mobile payment service in 2015 as an additional payment option that allows patrons to purchase or add time remotely from the beach or restaurants without having to return to a meter.</p>

2. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise:

NA _____

Minority Business Enterprise:

NA _____

Woman Owned Enterprise:

NA _____

Small Business Enterprise:

NA _____

Other (_____): _____

3. FINANCIAL INFORMATION

Financial Institution:

Nordea Bank

Address:

1211 Avenue of the Americas

New York, NY 10036

Account Manager:

Jouni Jauhainen

Phone:

1-646-715-3683

4. EXPERIENCE:

How many years' experience in the manufacture and installation of Pay stations and meters for parking has your organization had:

Cale America is corporately based in the City of Clearwater! Our goal is to position our resources including field service technicians, parts warehouse, programming and engineering teams centrally to all of our key customers in Pinellas County and along the Florida Gulf Coast.

Founded in **1955** and headquarter in Stockholm, Sweden, Cale (calegroup.se) is a profitable and sustainable private product and service provider who offers world leading parking solution to improve business for parking operators and simplify everyday life for end users. Since **1955**, Cale has consistently led the parking industry in innovative approach and customer care. Cale has earned the privilege to work with **2,000** different parking organizations installing over **100,000** terminals in **38** countries worldwide.

Cale America's tremendous growth in the Tampa Bay and Gulf Coast areas has been in great part the result of our local, municipal and campus customers' confidence in our expertise, products and support, and subsequently being recommended to neighboring communities. Cale is excited to establish a mutually beneficial and long-term partnership with the city. Cale has been in business

for over **61 years**, since 1955, because our customers trust Cale to continue to provide solutions and exceptional customer service. Cale attracts and retains top talent in the parking industry. Our staff is highly experienced on Cale equipment and systems, as well as the trends and technologies of the industry as a whole.

List the most recent projects your organization has had in work similar in type to the work proposed herein:

City of Hallandale Beach, FL

POC:	Daniel Rosemond, Deputy City Manager/CRA Director
Email Address:	drosemond@hallandalebeachfl.gov
Direct Phone # :	954.457.1377
Fax #:	
Address:	400 S. Federal Highway, Hallandale Beach, FL 33009
Product Description:	CWT Pay by License Plate WayToPark Mobile Payment
Quantity:	4
Date Started:	April 2015
Date Completed:	July 2015 – support ongoing
Scope of Work:	In 2015, Cale installed ADA compliant CWT Pay by License Plate solar charged meters that feature coin and credit/debit card acceptance, along with 3G communications and motion activated light bars.

City of New Rochelle (LAZ), NY

POC:	Charles Campbell, Sr. Director of Operations, LAZ Parking
Email Address:	ccampbell@lazparking.com
Direct Phone # :	(914) 548-4360
Address:	15 Lewis Street, Hartford, CT 06103
Product Description:	CWT BA Pay by License Plate On-Street Citation Payment
Quantity:	44
Date Started:	February 2015
Date Completed:	May 2015 – support ongoing
Scope of Work:	In 2015, Cale installed ADA compliant CWT BA Pay by License Plate A/C and Solar charged meters that feature coin, bill, and credit/debit card acceptance, along with 3G communications. The City has also selected Cale's PartSmart extended warranty program. New Rochelle is the first US City to implement Cale's on-street parking citation payment system, which was previously active only in Spain. In

both implementations, there was an immediate spike in revenue, noting that approximately 80% of parking infraction citations are paid in the first day that they are issued.

Lancaster Parking Authority, Lancaster, PA

POC:	Larry Cohen, Executive Director
Email Address:	lcohen@lancasterparkingauthority.com
Direct Phone #:	717.299.0907
Fax #:	717.291.7296
Address:	111 Prince Street, Lancaster, PA 17608
Product Description:	CWT BA Pay by Space
Quantity:	26
Date Started:	January 2015
Date Completed:	January 2015 – Support Ongoing
Scope of Work:	In early 2015, Cale installed 26 solar powered CWT BA Pay by Space meters for the City of Lancaster, PA. The meters featured coin and credit/debit card and bill note acceptance and 3G wireless communications. The meters are still in service.

Town of West Hartford, CT

POC:	Brooke Nelson, Operations Manager
Email:	Brooke.Nelson@westhartford.org
Direct Phone #:	860.561.8223
Fax#:	860.231.8360
Address:	Town of W Hartford, Municipal Parking Division, 50 South Main St, West Hartford, CT, 06107
Product Description:	CWT Pay by Plate
Quantity:	52
Date Started:	May 2014
Date Completed:	June 2014
Scope of Work:	In 2014, Cale installed solar charged CWT Pay by Plate meters for the City of West Hartford. The meters feature coin and credit/debit card acceptance and 3G wireless communications.

Has your firm ever failed to complete a contract awarded to it?

X YES ___ NO

If YES, list below or as an attachment and state why. Include Project's contact information.

On October 17th, 2016, Cale's small business set-aside contract with the National Park Service was terminated for cause. This termination resulted from a technical mistake in Cale's proposal, reflecting Cales's ineligibility for a set-aside award. Cale had disclosed the identity of its parent company in its proposal, but had no prior experience responding to federal government solicitations and made an unintentional mistake in filling out the form that contained the small business representation. When Cale learned of its error it immediately made full disclosure to the Contracting Officer and offered to terminate the contract and facilitate a transition to a successor contractor. The agency did not respond to Cale's attempts to resolve the issue, and approximately one month later issued a termination for cause. Cale is in the process of trying to reach a solution that will change the termination to one for convenience. It is important to understand that this issue and the agency's actions did not in any way reflect any problem with Cale's performance of the contract prior to its termination.

RFP NO. 1617-04

COMPANY Cale America, Inc.

The undersigned, as Proposer, does declare that no other persons other than the Proposer herein named has any interest in this Proposal or in the contract to be executed, and that it is made without any connection with any other person or persons making a Proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one Proposal received for the same work from an individual, firm, partnership, corporation or joint venture under the same name nor different names will not be considered. Reasonable grounds for believing that any Proposer, has interest in more than one Proposal for the same work will cause the rejection of all Proposals that the Proposer is interested. If there are reasonable grounds for believing collusion exists among Bidders/Proposers, the Proposals of participants will not be considered

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. The Proposer, by signing below, accepts all of the terms and conditions of the Proposal and makes all representations required by the General Conditions.

The Proposer agrees if this Proposal is accepted to contract with the City of Treasure Island, Florida, in the form of contract specified, to furnish all material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to provide the work in the Proposal.

Signature _____



00720782-1

DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE BIDS/PROPOSALS: Pursuant to Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids/proposals will be followed in the event that none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the company's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.
- 6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.



Signature
Kenneth Beattie

Printed Name

State of Florida

Department of State

I certify from the records of this office that CALE AMERICA INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on January 5, 2012.

The document number of this corporation is F12000000056.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 8, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of November, 2016*



Ken Detjmer
Secretary of State

Tracking Number: CU5875076023

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



SUMMARY OF DRUG FREE WORKPLACE POLICY

Effective: January 30, 2012

This Company requires all employees to report to work without any alcohol or illegal, mind altering or unauthorized controlled substances (drugs) in their systems. We also will not tolerate employees manufacturing, using, selling, possessing, distributing, dispensing or making arrangements to distribute illegal drugs or other unauthorized controlled substances while at work or on Company property or otherwise engaged in Company duties. Further, outside conduct that affects your work, our relationship with co-workers, or the public, or reflects badly on the Company is prohibited. Violation of these rules will subject you to discipline, including discharge.

In order to enforce these rules, we reserve the right to require employees to submit at any time to urinalysis, blood, breath, or other tests to determine the presence of prohibited substances. We will utilize confirmation tests and careful collection and testing procedures to ensure that we obtain an accurate result. We also reserve the right to search desks, cabinets, toolboxes, vehicles, bags or any other property at the Company or in its vehicles. Failure to consent to search or display for visual inspection will be grounds for termination or reason for denial of access to Company premises. Searches of employee's personal property will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration of the employees involved. Refusal to cooperate with the Company in any investigation will result in discipline, including discharge.

The Company's drug testing policy is designed to conform with the drug-free workplace program requirements set forth in Section 440.102, Florida Statutes, and Rule 38F-9 of the Department of labor and Employment Security, Division of Workers' Compensation. Employees, as a condition of employment, are required to abide by this policy. The Company will conduct drug tests in the following circumstances:

A. Application for Employment. Job applicants must submit to a drug test as part of the application process. Refusal to submit or a positive confirmed drug test may be used as a basis for refusal to hire the applicant.

i. All applicants who have been offered employment conditioned on successfully passing a drug test will be tested for the presence of drugs as part of the application process.



ii. Applicants will be asked to sign the consent agreement. If an applicant refuses, he / she will not be considered for employment and the employment application process will be terminated.

iii. If an applicant's test is confirmed positive, the applicant will not be considered for employment and the employment application process will be terminated.

B. Reasonable Suspicion. Employees may be required to submit to screening if there is a reasonable suspicion that they are using or have used drugs. Reasonable suspicion may arise from among other factors:

- i. Direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- ii. Deterioration in work performance.
- iii. Co-worker reports of drug use.
- iv. Evidence that an individual has tampered with a drug test during his employment with the Company.
- v. Causing or contributing to a workplace or vehicular accident, which indicates possible error in judgment or negligence.
- vi. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while operating Company vehicles, machinery, or equipment.
- vii. Attendance or behavioral changes.

C. Routine Fitness for Duty. Employees will be required to submit to drug tests conducted as part of fitness-for-duty medical examinations.

D. Follow-up Testing. If the employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program, the employer must require the employee to submit to a drug test as a follow-up to such program, and on a quarterly, semi-annual basis for a 2-year period.

E. Random Testing. If implementing the Random Testing program, the Company will ensure that the means of random selection remain confidential. The employees will be randomly selected by computer (3rd party) and will be notified of scheduled testing with minimal advance notice. The supervisor shall explain to the employee that he/she is under no suspicion and that his / her name was selected randomly. A selected employee may obtain a deferral from testing if in a leave status or on official travel, but only with agreement from supervisors. (The employee may be rescheduled for testing within 60 days).

F. Additional Testing. Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulation, or as deemed necessary by the Company. Employees who refuse to submit to drug testing or who test positive for drugs will be subject to disciplinary

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action up to and including discharge and forfeiture of all Workers' Compensation medical and indemnity benefits. All information received by the Company through the drug testing program is confidential and cannot be used as evidence in any public or private proceedings, except:

- i. by consent of the employee tested;
- ii. if release is compelled by a hearing officer or court;
- iii. The Company, its agents, and drug test laboratories may have access to drug test information when consulting with legal counsel in connection with actions brought under or related to Florida Statute 440.102 or when the information is relevant to the Company's defense in a civil or administrative matter.

PROCEDURE

A. Kenneth Beattie will coordinate all testing requests. Questions regarding this policy or requests for approval for testing should be directed to: Kenneth Beattie

B. Drug testing shall be conducted in accordance with the following procedures:

1. Collection, transportation, and storage of samples shall be conducted with due regard to the privacy of the individual providing the sample and in a manner reasonably calculated to prevent substitution or contamination of the sample. The Company shall use chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.
2. Each specimen container shall be labeled.
3. Employees and applicants shall be given a form in which they may provide any information relevant to the test, including identification of currently or recently used prescription or non-prescription medications.
4. Tests shall be conducted by a licensed laboratory.
5. Specimens may be taken or collected by a physician, a physician assistant, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment or a qualified person employed by a licensed laboratory.
6. Under Florida Statute 440.102 the Employee has the right to contest or explain a positive drug test result. **Specimens yielding a positive confirmed result shall be preserved by the licensed laboratory:**

- i. For at least 210 days after the results are mailed or otherwise delivered to Cale America Inc;
- or



ii. If the employee or job applicant undertakes an administrative or legal challenge to the test result, until the case or administrative appeal is settled.

7. During the 180-day period after written notification of a positive test result, the employee or job applicant may obtain a portion of the sample for retesting by another licensed laboratory. The laboratory that performed the original test and confirmation is responsible for the transfer of the sample and for the integrity of the chain-of-custody during the transfer.

8. Within five (5) working days after receipt of a positive confirmed test result, Company shall notify the employee or job applicant in writing of the result, its consequences and the employee's or job applicant's options. When an employee undertakes a challenge to the result of a test, it shall be the employee's responsibility to notify the testing laboratory of

any administrative or civil action brought pursuant to the Florida Drug Free Workplace Statute, and the laboratory shall retain the sample until the case is settled.

9. All employees and job applicants have the right to consult with the Company's MRO for technical information regarding prescription medications that may affect the results of their test. The Company shall provide a copy of the test results upon request.

10. Within five (5) working days after receipt of a positive confirmed test result, the employee or job applicant may submit information to the MRO and testing laboratory in order to contest the result or to explain why the results do not constitute a violation of this policy. If the challenge or explanation is unsatisfactory, the Company shall provide an explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with a report of the test results. All such documentation shall be kept confidential.

If the MRO cannot reach the individual (after making a reasonable effort) the MRO will contact the company. Then, the company will try to contact the employee and direct the employee to contact the MRO as soon as possible. The MRO and company must try to the maximum extent possible to contact the individual in confidence.

There are three situations where the MRO may verify a positive test result without speaking directly with the employee, ("a non-contact positive"):

---When the employee declines to discuss test

---When neither the MRO nor the company, after making all reasonable efforts, has been able to contact the employee within a reasonable time from the date the MRO received the confirmed, positive test result from the lab

---When the company has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and the employee has not done so within a reasonable amount of time.

The MRO may reopen the investigation if the employee later presents the MRO with information regarding serious illness, injury, or other circumstances that unavoidably prevented the employee from

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contacting the MRO. The MRO based on the information, may reopen the verification, allowing the employee to present information concerning the legitimate explanation for the test results.

The specimen will remain frozen in long-term storage at the lab for a minimum of one year. Long-term, frozen storage ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. The laboratory will retain all records regarding a urine specimen for a minimum of two years unless otherwise requested by the company.

C. Employee Protection

1. The drug-testing laboratory will not disclose any information concerning the health or mental condition of the tested applicant.
2. The Company will not request or receive from the testing facility any information concerning the personal health, habit or condition of the employee including, but not limited to, the presence or absence of HIV antibodies in the body fluids.
3. The Company will not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test.
4. The Company shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program. An employee who voluntarily comes forward before being confronted, tested, or involved in a drug-related incident may be provided rehabilitative opportunities, leave, or an opportunity to resign as determined by management in consultation with a Company coordinating physician.
5. The Company shall promptly detail in writing the circumstances, which formed the basis of a determination of reasonable suspicion and shall provide this documentation to the employee upon request. The documentation shall be kept confidential and shall be retained by the Company for at least (1) year.

Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant.

Employees can report the use of prescription or non-prescription drugs, which may affect drug tests by completing a written consent form and by notifying their supervisor where these drugs may affect their job performance, such as by causing dizziness or drowsiness. It is the employee's responsibility to determine from his or her physician whether a prescribed drug may impair job performance.



The Company will test for the following drugs:

- Alcohol (booze, drink)
- Amphetamines (Binhetamine, Desoxyn, Dexedrine)
- Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach spliff, grass, weed, reefer).
- Cocaine (coke, blow, nose candy, snow, flake, crack)
- Phencyclidine (PCP, angel dust, hog)
- Hemp Products(including hemp oil, seed, candy)
- Methaqualone
- Opiates (opium, dover's powder, paregoric, parepectolin)
- Barbiturates (Phenobarbital, Tuinal, Amytal)
- Benzodiazophines (Ativan, Azene, Clonopin, Dalmone, Diozepam, Halcion,
- Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
- Methodone (Dolophine, Methadose)
- Propoxyphene (Davocet, Darvon N, Dolene)



EMPLOYEE ASSISTANCE PROGRAM

The management of Cale America Inc. is aware that many personal or health problems can and do interfere with an employee's ability to perform on the job. These problems may include emotional and mental illnesses, family and marital stress, physical illness, abuse of alcohol or drugs, and many others. You may contact a local Employee Assistance Program of your choice for treatment, counseling or rehabilitation. Some of the EAP programs available in your area are listed below. If one of the EAP programs is not convenient for you please consult the "Yellow Pages" directory in your area for additional programs. This Company does not pay any expenses associated with an Employee Assistance Program.

- ❖ NMS EAP PROGRAM
1-800-269-0502
- ❖ The Center For Substance Abuse Treatment (CSAT)
1-800-662-HELP; 1-800-66-AYUDA (Spanish)
- ❖ American Council of Alcoholism Helpline
800-527-5344
- ❖ Alcohol Hotline
800-ALCOHOL
- ❖ NarAnon
310-547-5800
- ❖ Narcotics Anonymous
818-773-9999
- ❖ ToughLove
1-800-333-1069
- ❖ Families Anonymous
1-800-736-9805
- ❖ Al-Anon/Al-Ateen
800-356-9996



Cale America Inc.
Drug-Free Workplace Policy

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

I hereby acknowledge that I have received and read a summary of the Company's Drug-Free Workplace policy. I have had an opportunity to have all aspects of this material fully explained. I understand that the full text of the Drug-Free Workplace policy is available upon request. I also understand that I must abide by the policy as a condition of employment, and any violation may result in disciplinary action, up to and including discharge.

Further, I understand that during my employment I may be required to submit to testing for the presence of drugs or alcohol. I understand that submission to such testing is a condition of employment with the Company, and disciplinary action up to and including discharge may result if: 1) I refuse to consent to such testing, 2) I refuse to execute all forms of consent and release of liability as are usually and reasonably attendant to such examinations, 3) I refuse to authorize release of the test results to the Company, 4) the tests establish a violation of the Company's drug-free workplace policy, 5) I otherwise violate the policy. I understand that a tampered or an adulterated drug and/or alcohol test will result in immediate termination of employment. I understand that a confirmed positive drug and/or alcohol will result in immediate termination of employment. If I am injured in the course and scope of my employment and test positive, I forfeit my eligibility for medical and indemnity benefits under the Workers' Compensation Act upon exhaustion of the remedies provided in Florida Statutes 440.101, 440.102(5). I also understand that a refusal to test under the circumstance will automatically result in a forfeiture of my eligibility for medical and indemnity benefits and immediate termination from employment. A tampered with or an adulterated specimen or a refusal to test may result in forfeiture of unemployment benefits under Florida law.

I also understand that the Drug-Free Workplace policy and related documents are not intended to constitute a contract between the Company and me, and that this policy is subject to change at the Company's sole discretion.

I further state that I have read the foregoing acknowledgment and understand the contents thereof and sign the same of my own free will.

Signature: _____ Date: _____

GENERAL CONDITIONS



SECTION V GENERAL CONDITIONS

To ensure acceptance, all contractors submitting Proposals to the City of Treasure Island shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and the Proposals not complying with these conditions will be subject to rejection.

1. **Interpretations.** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Coordinator, or as instructed on the Request for Proposal page 1. Interpretations will be posted on the City's website. The Purchasing Coordinator shall not be responsible for any other explanation or interpretation. Only questions answered in writing will be binding. Oral and other representations, interpretations, or clarifications will be without legal effect.

2. **Proposer Representations.** It is the responsibility of each Proposer before submitting a Proposal to:

i. examine and carefully study the Proposal Documents, and any data and reference items identified in the Proposal Documents;

ii. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

iii. agree that at the time of submitting its Proposal no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Proposal for performance of the Work at the price proposal and within the times required, and in accordance with the other terms and conditions of the Proposal Documents;

iv. promptly give the City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the Proposal Documents and confirm that the written resolution thereof by the City is acceptable to Proposer;

v. determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

vi. agree that the submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the Proposal Documents, that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the Work required by the Proposal Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Work.

3. **Sealed Proposals.** The specifications and all executed Proposal forms must be submitted in a sealed envelope. An authorized representative of the Proposer must sign all Proposals. The face of the Proposal envelope shall be plainly marked identifying the item(s) and the date of the Proposal opening. No Proposals will be accepted after closing time for receipt of Proposals, nor will any offers by telephone, fax or internet E-mail be accepted.

4. **Intent of Specifications.** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Treasure Island including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).
5. **Exceptions to Specifications.** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that due consideration be given in evaluating Proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The City Manager is the final authority in determining the acceptability of any exceptions to specifications.
6. **Approved Equivalents or Equals.** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only, and are not intended to limit competition. The Proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the Proposal is based on an "approved equivalent or equal" item, supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the Proposal. The Proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Treasure Island reserves the right to determine acceptance of proposed equivalent of equal items.
7. **Delivery.** Proposal quotations shall include all freight costs to Treasure Island, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss shall be passed to the City of Treasure Island until after receipt of delivery has been acknowledged by authorized representative of the City of Treasure Island.
8. **Mistakes.** Bidders/Proposers are expected to examine the conditions, scope of work, Proposal prices, extensions, and all instructions pertaining to the item(s) involved. Failure to do so will be at the Bidder's/Proposer's risk. The actual unit prices of Proposal will govern an award.
9. **Proposal Withdrawals.** A Proposal may be withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time for the opening of Proposals. Upon receipt of such notice, the unopened Proposal will be returned to the Proposer. If a Proposer wishes to modify its Proposal prior to Proposal opening, Proposer must withdraw its initial Proposal and submit a new Proposal prior to the date and time for the opening of Proposals. Withdraw of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal submission deadline date and time. After expiration of the period for receiving Proposals, no Proposal may be modified or withdrawn
10. **Selection of Proposal.** Prior to contract award, any Proposer may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the

work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Proposal and any proposed subcontractors, suppliers and individuals, or entities to perform the Work in accordance with the Contract Documents. In evaluating whether a Proposer is responsible, the City will consider the qualifications of the Proposer and may consider the qualifications and experience suppliers proposed for those portions of the Work for which the identify suppliers must be submitted as provided in the Proposal Documents. The City will also consider whether the Proposer is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. City, at its sole discretion, may select the Proposer that it believes is appropriately qualified, responsible, and responsive.

11. **Proposal Results.** The Proposal price on the original sublimated Proposal form shall be the price used for ranking the Proposals in the bid opening.

12. **Award of Bids/Proposals.** Recommendation for award of Proposal are made to the City Commission based on the lowest, responsive, and most responsible Proposer meeting all conditions and requirements of the specifications. The contract awarded shall be legally binding on both parties at the time of award by the City Commission.

13. **Rejection of Proposals.** The City of Treasure Island reserves the right to accept or reject any or all Proposals.

14. **Identical Tie Bids/Proposals.** In the event that two or more proposals are identical in price, preference shall be given to business with Drug-Free Work Place Programs. A Drug-Free Work Place Certificate is enclosed.

15. **Protests.** Bidders/Proposers or Proposers who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the contracting department head. Such notice shall be given to the Purchasing Coordinator Hal Bruce within five (5) working days after notice of award or of the date the petitioner could reasonably be expected to have known of the City's recommendation. The protest shall state the grounds for the protest and the action requested. Bids or proposals not meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The petitioner shall be furnished a copy of the written determination and recommendation.

16. **Lobbying.** Lobbying shall be prohibited in all City of Treasure Island competitive selection processes and contract awards including but not limited to, requests for qualifications, bids, or proposals or the aware of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a Proposal protest being resolved, or the competitive selection process being otherwise concluded. The prospective Proposer may contact the City's main office as specified on page 1 of this Request for Proposal, to address situations such as clarifications relating to the procurement process or Proposer protest.

Lobbying of evaluation committee members, city government employees, or elected officials regarding request for proposals, request for qualifications, bids, purchasing contracts, or bid protests, by the Proposer/protestor any member of the bidder's/proposer's/protestor's staff, any agent or representative of the Proposer/protestor, or any person employed by any legal entity affiliated with or representing a Proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the City Commission, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a Proposer/protestor shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract, and may lead to debarment of the bidder or proposer/protestor.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, city government employee or elected official who has been lobbied shall immediately report the lobbying activity to the City Manager.

17. Bids/Proposals From Related Parties or Multiple Bids/Proposals Received From One Vendor. Where two (2) or more related parties each submit a Proposal or multiple bids are received from one (1) vendor, for any contract, such Proposals shall be judged non-responsive. Related parties mean Bidders/Proposers or the principles thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principles thereof of one (1) Proposer have a direct or indirect ownership interest in another Proposer for the same contract.

18. Assignment/Subcontracting/Corporate Acquisition and/or Mergers. The Contractor shall perform this Contract. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the Proposal. No assignment or subcontracting shall be allowed without prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a bid to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Contract.

19. Additional Requirements. The City reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the City as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

20. Required Disclosure. With its Proposal submission the Proposer shall disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) Proposer, (ii) any business entity related to or affiliated with Proposer, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Proposer or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns 20 percent or less of the outstanding shares of a Proposer whose stock is publicly owned and traded.

At its sole discretion the City may reject any Proposal the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the disclosure required herein. By submitting a Proposal, Proposer recognizes and accepts that the City may reject the Proposal based upon the exercise of its sole discretion and Proposer waives any claim it might have for damages or other relief resulting from the rejection of its Proposal based on these grounds.

21. Public Entity Crimes and Non-Discriminatory Vendor. By submitting a Proposal, each bidder is confirming that the company has not been placed in the convicted vendors list or the discriminatory vendor list as described in sections 287.133 and 287.134, Florida Statutes.

a. A person or affiliate who has been placed on the discriminatory vendor list, may not submit a bid or proposal on a contract to provide goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the discriminatory vendor list.

b. A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid or proposal on a contract to provide goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted offender list.

22. Tax. The City of Treasure Island is exempt from all State and local sales tax.

23. Payment of Invoices. The City of Treasure Island issues checks for payment of invoices on the 1st, and 3rd Friday of every month. The signed purchase order and a correct invoice must have been received before payment can be made. All purchases are subject to availability of funds in the City's budget (see paragraph 24.).

24. **Appropriations Clause.** By submitting a Proposal, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract shall remain in effect. The City shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

25. **Legal Requirements.** All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all Proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a Proposal and the City of Treasure Island, by and through its officers, employees and authorized representatives. A lack of knowledge by the Proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The Proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

26. **Licenses, Registration and Certificates.** Each Proposer shall possess at the time of submitting its bid all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Treasure Island. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

27. **Permits and Taxes.** The Proposer shall procure all permits (no cost), pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

28. **Public Records.** By submitting a Proposal, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the Public Records Act and, in accordance with section 119.0701 of the Florida Statutes the Consultant may be subject to the Public Records Act. Any claim of confidentiality is waved upon submission, effective after opening pursuant to section 119.07 of the Florida Statutes. Any subsequent contract entered into between the City and Contractor related to the scope of services outlined in this RFP shall be conditioned on the Contractor's compliance with the Public Records Act as provided in section 119.0701 of the Florida Statutes

29. **Unauthorized Aliens.** The City of Treasure Island shall consider the employment by the Proposer of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

30. **Utilities.** The City of Treasure Island will not provide utilities such as water, electricity or refuse pickup unless noted in Proposal documents.

31. **Termination.** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause, whenever the City shall determine, in its sole discretion that such termination is in the best interests of the City. A Notice of Termination shall be effective if delivered to the Proposer at least five (5) calendar days prior to the termination date contained in the Notice. The Notice of Termination shall specify the extent to which performance shall be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

32. **Conflict of Interest.** The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict any manner with the performance or services required hereunder. The Proposer further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions.

The Proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer of its opinion, by certified mail, within thirty (30) days of receipt of notification by the Proposer.

33. **Other Governmental Entities.** If Proposer is awarded a contract as a result of this RFP he or she will, if she or he has sufficient capacity and quantities available, provide to other governmental agencies so requesting, the products or services awarded in accordance with the term and conditions of this RFP and resulting contract. Prices shall be F.O.B. delivered to the requesting agency. .

**ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED
HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE
PRECEDENCE.**

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT
THIS FIRM AGREES TO COMPLY WITH AND ACCEPTS THE GENERAL
CONDITIONS.**


Signature

Kenneth Beattie
Printed Name

EXHIBIT D

CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND CALE AMERICA, INC PERTAINING TO Pay Stations, Meters and Software

CONTRACT NUMBER CP-1617-04

This CONTRACT is made and entered into on the ^{KAG}21st day of January, 17th ^{PS}2/20/17, 2017 (“Effective Date”), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 – 108th Avenue, Treasure Island, Florida, 33706 (“CITY”), and Cale America Inc, FEIN 99-0371099, whose address is 13190 56th Court, Suite 401, Clearwater, FL 33760 (“CONTRACTOR”), collectively (the “Parties”) who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive proposal for the purchase of Pay Stations, Meters and Software as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for the purchase of new Pay Stations, Meters and Software for the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

Section 1. SCOPE OF WORK.

The Scope of Work/Service is specifically identified in the City’s RFP # 1617-04, but is not limited to the following:

- a. Purchasing New Pay Stations, Meters, Software and instillation.

Pay Stations, Meters and Software
CONTRACT NUMBER CP-1617-04
January 2017

SECTION 2. TERM.

The term of this Contract shall become effective on the date of execution and continue for three (3) years.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the CITY in accordance herewith.

c. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

d. The CONTRACTOR shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and

expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Services and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. The amount to be paid under this Contract shall be based on the prices supplied by the CONTRACTOR in the Proposal submittal. The CONTRACTOR agrees, for the consideration herein, a Not To Exceed Amount of \$ **173,598.00** for year one of the contract and an amount to be determined for years two and three depending on the amount of equipment needed and the amount of funds budgeted **for suppling the number of Pay Stations, Meters, Software, Supplies, On-Going Services and General Services needed using the prices in the Proposal in Section III of the RFP,** and at its own cost and expense, to do all the work and furnish all of the materials, equipment, supplies and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached bid. The CITY shall have at all time, full opportunity to inspect the materials to be furnished and the Work to be performed under this CONTRACT. Such inspection shall not relieve the CONTRACTOR for the responsibility for proper execution of the Work.

b. The final payment will be paid in full to the CONTRACTOR upon the satisfaction by the CONTRACTOR of the following:

- i. Obtaining the CITY'S final acceptance of the Work
 - ii. The complete delivery of all warranty documentation
- c. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- d. Services to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein.

In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

The City may terminate this Agreement with or without cause, given thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this Contract due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in **Exhibit A** (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance shall be provided to the CITY prior to the CITY issuing to the CONTRACTOR and shall also be subject to its approval for adequacy of protection. The CITY shall be named as an additional insured under all policies.

SECTION 9. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Request for Proposal Documents for No. RFP-1617-04.
2. Proposal submitted by CONTRACTOR on November 10th, 2017.

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from *KSB 3/1/17* *ES 2/10/17* the City Manager (or designee).
- B. This Contract dated 1-17-17 and any attachments.
- C. Request for Proposal Document, No. RFP-15617-04.
- D. Proposal submitted to the City of Treasure Island by CONTRACTOR on November 10th 2017.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall lie in Pinellas County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Contract, which may be brought by either of the parties hereto.

SECTION 12. INDEPENDENT CONTRACTOR.

This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal

Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgement of the manner and means of carrying out the CONTRACTOR'S activities and responsibilities hereunder.

SECTION 13. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

SECTION 14. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of his Contract.

SECTION 15. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omission of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder. This provision shall survive termination of the CONTRACT.

SECTION 16. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

section, article or paragraph of this Contract to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 17. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR'S operations of the premises, the CITY may terminate this Contract immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 18. BINDING EFFECT.

This Contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 19. ASSIGNMENT.

This Contract shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 20. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Contract. It is understood by the parties hereto that if any part, term, or provision of this Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties

shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

SECTION 21. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this Contract, or to exercise any right or option herein contained shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 22. **MODIFICATION.**

The covenants, terms, and provisions of this Contract may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Contract and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 23. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 24. **ADMINISTRATIVE PROVISIONS.**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Contract and shall have no force or effect thereon.

SECTION 25. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Contract immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 27. JOINT AUTHORSHIP.

This Contract shall be construed as resulting from joint negotiation and authorship. No part of this Contract shall be construed as the product of any one of the parties hereto.

SECTION 28. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 29. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this Contract, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records, and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the CITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Contract, or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from

the effective date of this Contract to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Contract based upon its findings in this audit without regard to the termination provision set forth herein

SECTION 30. CONSTRUCTION SCHEDULE.

1. The CONTRACTOR agrees to order the equipment under this CONTRACT within ten (10) days from the date set forth in the contract, to comply with all time schedules, and to fully complete the work In accordance with the following:
 - a. Work shall be completed within six (6) weeks from commencement of the Work by the CONTRACTOR.
 - b. Time is of the essence.
2. The CONTRACTOR also agrees to the following as a part of performing the Scope of Services:
 - a. To attend any other meetings at the CITY as necessary, with the CITY, to review the progress of the work.
 - b. To perform work within hours acceptable to the CITY.
3. Where any work is performed by the CONTRACTOR’S own forces or by subcontractors under contract with the CONTRACTOR, the CONTRACTOR shall warrant that all materials and equipment included in such Work shall be new except where indicated otherwise in Contract Documents, and that such Work shall be of good quality, free from improper workmanship and defective materials and in conformance with the industry standards. The CONTRACTOR shall also represent the CITY for all warranty claims associated with all materials and equipment provided here under.
4. The CONTRACTOR shall not subcontract out any portion of the work without the expressed written permission of the CITY. If the CONTRACTOR subcontracts any portion of this Work, the CONTRACTOR shall be fully responsible for the acts or omissions of the subcontractor and of those either directly or indirectly employed by the subcontractor, as the CONTRACTOR is for the acts and omissions of persons directly employed by the

CONTRACTOR. The CONTRACTOR shall provide a list of all subcontractors he is proposing to use to complete the work.

SECTION 31. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the contract itself; emails/correspondence between the CITY and the CONTRACTOR related to the contract; emails or correspondence from all other entities related to the contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;
- b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
- c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be a material breach of the Contract and grounds for termination. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY**

**TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**City Clerk, City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706
Phone (727) 547-4575
Fax (727) 547-4582**

CityClerk@mytreasureisland.org

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.

SECTION 32. NOTICE.

All notices required to be given to the CITY or CONTRACTOR hereunder shall be sent by (a) registered or certified mail, whereupon notice shall be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, whereupon notice shall be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice shall be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY shall be made to the CITY at:

The City of Treasure Island
Attention: Hal Bruce, Purchasing Coordinator
120 – 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
hbruce@mytreasureisland.org

or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above. All notices required to be given to CONTRACTOR hereunder shall be sent to CONTRACTOR at:

Company: Cale America
Attention: Andreas Jansson, Managing Director of Cale America
Address: 13190 56th Court, Suite 401, Clearwater, FL 33760
Phone: 813-405-3900 ext. 227
Fax: 813-405-3909
Email: Andreas.Jansson@caleamerica.com

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 33. MISCELLANEOUS.

1. CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with it in all respects prior to and will comply with it in all respects during the term of this Contract.
2. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Contract without

relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Contract. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Contract's contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not herein expressed has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital. This Contract shall be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Contract shall be construed more strictly against any Party.

3. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract unless stated otherwise. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.

4. Each of the Parties hereto covenants to the other party hereto that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner hereinafter set forth.

5. This Contract shall be executed by the respective dully authorized officials, and shall take effect as of the day and year first above written:

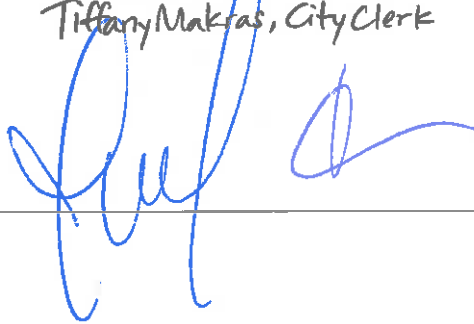
IN WITNESS WHEREOF, the City and Contractor have signed this Contract.

As To
City of Treasure Island

Attest: 
Tiffany Makras, City Clerk

By: 
Reid Silverboard, City Manager

Approved as to form:

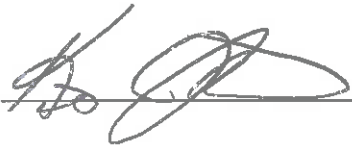
By: 

City Attorney

Witnesses:

As To Contractor



By: 



Name: Kenneth J Beattie
Title: Secretary

Section III Proposal Form**Pay Station (One Time Cost)**

	Quantity	Unit Price Year One	Year One Total	Unit Price Year Two	Unit Price Year Three
Pay Stations -- Credit Card, Coin, Solar, ADA Compliant, 2 Year Warranty	16	\$6,550.00	\$104,800.00	\$6,550.00	\$6,550.00
Optional Bill Changers	7	\$950.00	\$6,650.00	\$950.00	\$950.00
Light Bar with Motion Sensor	16	\$400.00	\$6,400.00	\$400.00	\$400.00
TOTAL			\$117,850.00		

Meters (One Time Cost)

	Quantity	Unit Price Year One	Year One Total	Unit Price Year Two	Unit Price Year Three
Dual Space - Includes housing	29	\$865.00	\$25,085.00	\$865.00	\$865.00
Single Space - Includes housing	6	\$615.00	\$3,690.00	\$615.00	\$615.00
TOTAL			\$28,775.00		

Supplies (One Time Cost)

	Quantity	Unit Price Year One	Year One Total	Unit Price Year Two	Unit Price Year Three
Receipt Paper -- receipt paper comes in boxes of 5 rolls -- each roll should produce around 4000 -- 4500 receipts/ tickets	5	\$125.00	\$625.00	\$125.00	\$125.00
Pre-Paid Parking Option - Tokens	1000	\$334.41	\$334.41	\$334.41	\$334.41
Pre-Paid Mag Stripe Cards	500	\$0.60	\$0.60	\$0.60	\$0.60

**CALE**

TOTAL			\$1,259.41	\$1,259.41	\$1,259.41

Implementation / Installation Services

	Quantity	Unit Price Year One	Year One Total	Unit Price Year Two	Unit Price Year Three
Training	1	\$700.00	\$700.00	No Charge	No Charge
Pay Station Installation – to prepared ground	16	\$125.00	\$2,000.00	\$125.00	\$125.00
Meter Installation – does not include poles	35	\$50.00	\$1,750.00	\$50.00	\$50.00
Shipping	1	\$125.00	\$125.00	\$125.00	\$125.00
TOTAL			\$4,575.00		

On-Going Services (Recurring Cost)

	Quantity	Unit Price Year One	Year One Total	Unit Price Year Two	Unit Price Year Three
Pay Station Software – includes real-time communication	16	\$45.00	\$8,640.00	\$45.00	\$45.00
Meter Software – Includes real-time communication	35	\$8.00	\$3,360.00	\$8.00	\$8.00
TOTAL			\$12,000.00		

TOTAL One Time Cost	\$152,459.41		
TOTAL Recurring Cost	\$12,000.00		

Other Options Available for Considerations

	Quantity	Unit Price	Year One Total	Unit Price Year Two	Unit Price Year Three
PartSmart CWT Pay Station Extended parts warranty – covers all parts on the CWT Pay Station	16	\$35.00			\$35.00



PartSmart Meter Extended Parts warranty – covers all parts on the Meters	35	\$15.00			\$15.00
WayToPark – Convenience Fee paid by the consumer		\$0.35			
TOTAL					

**CALE**



Treasure Island - Renewal Summary

Quote Date 3/5/20
 Quote Expires 6/3/20
 Quote Issued By Natalie Snow [Mobile: 864-501-8836](tel:864-501-8836)
natalie.snow@flowbird.group

Equipment Fixed Cost

Product Name	Unit Price
CWT Credit Card and Coin Pay Station - Color Touch Display Color: Black Power: AC Payment Methods: Credit/Debit Card Configuration: Pay by Plate, Pay by Space, Pay and Display Warranty: 24-month	\$5,990.00
Bill Note Acceptance - must be noted at time of order	\$750
Light Bar with Motion Sensor	\$400
MAX (Dual Space Meter)	\$725
MAX (single Space Meter)	\$475
Refurbished Duncan Model 80 or 95 Housing	\$140
CWT Installation / Shipping and Training Cale will secure and level pay station to the ground and provide training, review preventative maintenance and trouble shooting Ground preparation is not included.	\$125
Receipt Paper - 5 rolls of paper - each roll produces 3200 receipts	\$250

On Going Service

Product Name	Quantity	Unit Price	Term	Year 1	Year 2	Year 3
WebOffice Professional Includes: All Mode Configuration Maintenance alarms alerts to cell phone Reporting (standard) Credit Card Gateway Cellular Communication Fees 24/7 Support	1	\$ 45.00	Monthly	\$ 540.00	\$ 540.00	\$ 540.00
MAX Meter Web Office	1	\$ 8.00	Monthly	\$ 96.00	\$ 96.00	\$ 96.00
PartSmart extended warranty program for CWT Meter	1	\$ 35.00	Monthly	\$ 420.00	\$ 420.00	\$ 420.00
PartSmart extended warranty program for MAX meters	1	\$ 20.00	Monthly	\$ 240.00	\$ 240.00	\$ 240.00

All prices stated are exclusive of taxes and shipping costs unless specifically itemized in this quotation. Customer is responsible for all taxes or providing proof of tax-exempt status. By accepting this order, Customer agrees to be bound by all applicable terms and conditions or terms of existing contract(s) between Customer and Flowbird for the same products and services, if any:

Accepted by:  Date: 4 / 8 / 2020