



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

Wb

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
 WEB: www.nhstateparks.org

October 1, 2013

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

*Sole Source*

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to enter into a **SOLE SOURCE** contract amendment with ReserveAmerica, Inc. (VC #164498), of Delaware, a subsidiary of The Active Network, Inc. of San Diego, CA, for the continuation of the campground reservation system from November 1, 2013 through October 31, 2014. No additional cost is associated with this renewal. The Governor and Executive Council approved the original contract on October 3, 2007, Item #30, an amendment on February 2, 2011, Item #26, and a contract exercising a 2-year renewal option on September 28, 2011, Item #74.

**EXPLANATION**

The Department seeks to amend this contract for an additional year due to some unforeseen delays in completing a new contract with the selected vendor resulting from a recent Request for Proposal (RFP) process.

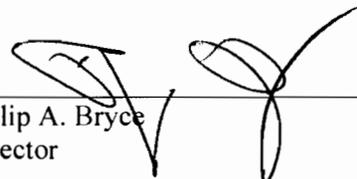
On January 3, 2013, the Department issued RFP 2052-013 to re-procure the services for campground reservations with the objective of reducing program costs. The RFP was posted on the Department of Administrative Services' website and a notification was emailed to over 800 technology vendors. Three (3) vendors submitted proposals. Based upon the evaluation criteria published in the RFP, the Department has selected one vendor to move forward into the contract phase. Discussions with the vendor have taken longer than expected therefore the new contract will not be executed prior to the expiration of the current contract with ReserveAmerica.

For the reason above, approval of this sole source amendment to provide the Department ample time to continue negotiations for a new contract as well as to transition the current reservation system to a new vendor is respectfully requested.

This amendment has been approved by the Department of Information Technology and the Attorney General's office as to form, substance, and execution.

Respectfully submitted,

Concurred,

  
 Philip A. Bryce  
 Director

  
 Jeffrey J. Rose  
 Commissioner

GAW/JJR/mc





**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Peter C. Hastings**  
*Commissioner*

October 2, 2013

Commissioner Jeffery J. Rose  
State of New Hampshire  
Department of Resources and Economic Development  
172 Pembroke Road  
Concord, NH 03302-1856

Dear Commissioner Rose:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with ReserveAmerica, Inc. of Delaware, a subsidiary of The Active Network, Inc. of San Diego, CA, as described below and referenced as DoIT No. 2008-003C.

To exercise a renewal option with ReserveAmerica, Inc. for the continuation of the Department's on-line campground reservation system services. The contract shall be extended from November 1, 2013 through October 31, 2014. No additional cost is associated with this renewal.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn  
DoIT 2008-003C

cc: Leslie Mason, DoIT  
Gail Wolek, DRED



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATIONS SYSTEM**

**Amendment C**

This contraction extension is made pursuant to the Contract Agreement (the "Agreement") as granted according to the terms of the Agreement by and between the State of New Hampshire, Division of Parks and Recreation, Department of Resources and Economic Development (the "State" and "DRED"), through its Director and Commissioner, and ReserveAmerica Inc., ("the Contractor") having its principal place of business in San Diego, CA.

**WITNESSETH:**

WHEREAS, the parties have entered into the Agreement above mentioned, approved by the Governor and Executive Council on October 3, 2007, Item # 30, and was amended on February 2, 2011, Item # 26 and again on September 28, 2011, Item #74.

WHEREAS, pursuant to the provisions of said Agreement, the State and Contractor hereby wish to exercise the option to renew the Agreement for an additional one year period; and

WHEREAS, the parties hereto agree, pursuant to the covenants and conditions contain in the Agreement and set forth herein, the parties do hereby agree as follows:

1. Term of Agreement  
To renew the term of the Agreement from November 1, 2013 to October 31, 2014 unless sooner terminated in accordance with the provisions of the Agreement, subject to the approval of the Governor and Executive Council.
  
2. Continuance of Agreement  
Except as specifically amended and modified by the terms and conditions of this renewal, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>END DATE</b>	<b>G &amp; C APPROVAL DATE</b>	<b>CONTRACT AMOUNT</b>
2008-003	Original Contract	10/31/2011	Item # 30 10/3/2007	351,380.00
2008-003A	Amendment A (Reduction of 242,868.20)	10/31/2011	Item #26 2/26/2011	108,511.80
2008-003B	Amendment B (No cost)	10/31/2013	Item # 74 9/28/2011	108,511.80
2008-003C	Amendment C (No Cost)	10/31/2014	Upon G&C Approval	108,511.80
	<b>CONTRACT TOTAL</b>			108,511.80



IN WITNESS WHEREOF, the parties hereunto have set their hand on the date herein named:

**ReserveAmerica, Inc.**

Witness: Anushel Chavez 10/11/2013 By: [Signature] 10/11/2013  
(Signature) Date Signature (Duly Authorized) Date  
Anushel Chavez Jon Belmente  
(Print clearly) (Print clearly)

**State of New Hampshire, Department of Resources and Economic Development**

[Signature] 10-3-13  
Philip A. Bryce Date  
Director

[Signature] 10/3/13  
Jeffrey J. Rose Date  
Commissioner

Approved as to form, substance and execution  
By the Attorney General's Office

[Signature] 10/3/13  
Patrick Queenan Date  
Assistant Attorney General

Approved by Governor and Executive Council:

Date: \_\_\_\_\_ Item # \_\_\_\_\_



**RESERVEAMERICA, INC.**

**SECRETARY'S CERTIFICATE**

**October 2, 2013**

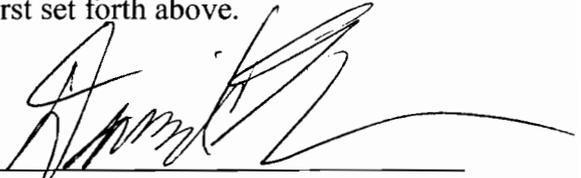
I, David Eisler, solely in my capacity as General Counsel and Corporate Secretary of ReserveAmerica, Inc., (the "Contractor"), do hereby certify that I am the duly appointed General Counsel and Corporate Secretary of the Contractor and authorized to execute this Certificate on behalf of the Contractor. I do further certify, solely in my capacity as General Counsel and Corporate Secretary of the Contractor that each of the following named individuals is a duly elected or appointed, qualified and acting executive officer of the Contractor, who holds the position(s) set forth opposite such individual's name below, and the specimen signature written opposite each such individual's name is such individual's genuine signature. As such, the following named individuals are authorized on behalf of the Contractor to enter into Amendment C to the Contract Agreement, to be entered into between the Contractor and the State of New Hampshire, Division of Parks and Recreation, Department of Resources and Economic Development.

<b>Name</b>	<b>Position(s)</b>	<b>Signature</b>
Jon Belmonte	Interim Chief Executive Officer	 _____

*[Signature Page to Follow]*



IN WITNESS WHEREOF, I have hereunto signed my name as General Counsel and Corporate Secretary of the Contractor as of the date first set forth above.



---

David Eisler  
General Counsel and Corporate Secretary



## **BOARD RESOLUTIONS**

### **RATIFICATION OF ELECTION OF OFFICERS**

**WHEREAS**, the Board has previously authorized and approved the election of officers;  
and

**WHEREAS**, the Board desires to elect and reaffirm the current officers of the Company.

**NOW, THEREFORE, BE IT RESOLVED**, that the following persons are elected to the offices so indicated, their terms to commence upon the date hereof and continue until their successors are duly elected and qualified:

<u>Officer</u>	<u>Corporate Position</u>
David Alberga	Chief Executive Officer and Chairman Of the Board
Matt Landa	President
Jon Belmonte	Chief Operating Officer
Kourosh Vossoughi	General Counsel, Senior Vice President Business Development, Chief Legal Officer, Secretary

### **GENERAL AUTHORITY AND RATIFICATION**

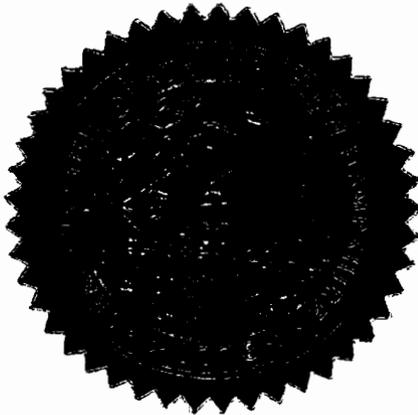
**RESOLVED**, that the authority and power given hereunder be deemed retroactive and any and all actions previously taken by any officer or director of the Company in are hereby adopted, ratified, confirmed and approved in all respects.



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Active Network, Inc. doing business in New Hampshire as The Active Network of Delaware, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on January 9, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3<sup>rd</sup> day of June, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner". The signature is written in a cursive style with a prominent initial "W".

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/30/2013

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

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

<b>PRODUCER</b> Woodruff-Sawyer & Co. 2 Park Plaza, Suite 500 Irvine CA 92614	<b>CONTACT NAME:</b> Chantel Popadiuk	
	<b>PHONE (A/C,N o, Ext):</b> 949-435-7361	<b>FAX (A/C,N o):</b> 949-476-3118
<b>E-MAIL ADDRESS:</b> cpopadiuk@wsandco.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Federal Insurance Company		20281
<b>INSURER B :</b> Travelers Property Casualty Company		25674
<b>INSURER C :</b> National Union Fire Ins Co Pittsbur		19445
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

<b>INSURED</b>	<b>CERTIFICATE NUMBER:</b> 1019095680	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		35877916	4/16/2013	4/16/2014	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		73546685	4/16/2013	4/16/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		79865288	4/16/2013	4/16/2014	EACH OCCURRENCE	\$12,000,000
						AGGREGATE	\$12,000,000
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB3881N74613	4/16/2013	4/16/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	<b>Errors &amp; Omissions</b> Retroactive Date: 07/10/03		019330471	4/16/2013	4/16/2014	Limit	\$10,000,000
						SIR	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Department of Resources and Economic Development is included as additional insured as respects General Liability as required by written contract or agreement

<b>CERTIFICATE HOLDER</b>  Division of Parks and Recreation / NH Department of Resources and Economic Development 172 Pembroke Rd. P.O. Box 1856 Concord NH 03301-1856	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



Item 874 9/28/11



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

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

August 18, 2011

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to exercise a two year contract agreement renewal option with ReserveAmerica, Inc., (VC #164498) of Delaware, a subsidiary of The Active Network, Inc. of San Diego, CA, for the continuation of the Division's campground reservation system for the period of November 1, 2011 through October 31, 2013. No additional cost is associated with this two year extension. The original contract was approved by Governor and Executive Council on October 3, 2007, Item #30, and a contract amendment was approved by Governor and Executive Council on February 2, 2011, Item #26.

**EXPLANATION**

Under the original contract terms, ReserveAmerica agreed to an "up to four year" contract extension clause which could continue the current reservation system through October 31, 2015. However, ReserveAmerica and the Division have agreed to exercise a two year contract extension instead with all original terms and conditions remaining in full force and effect. This extension also continues the current reservation fee of \$9.25 charged to campers using this system and is retained by ReserveAmerica as payment under this contract.

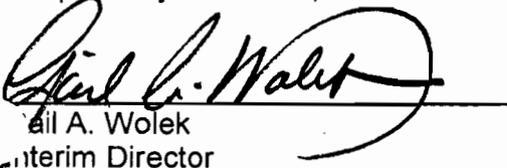
Approval of this extension will give the Division additional time necessary to negotiate either an amended contract that addresses the operational shortcomings of the current system and to provide system hardware updates and connectivity options, or to issue a new Request for Proposals for an improved alternative to the current reservation system. This two year renewal option will also afford the Division the opportunity to renegotiate the reservation fee stated above.

As additional background, due to ReserveAmerica's inability to provide substantial support as it related to the retail application portion of the Scope of Work within the original contract approved in October 3, 2007, the Department obtained Governor and Executive Council approval to remove the retail application and related services in February 2, 2011.

The Attorney General's office has approved this two year contract extension as to form, substance, and execution.

Respectfully submitted,

Concurred,

  
Paul A. Wolek  
Interim Director

  
George M. Bald  
Commissioner

GAW/GMB/mc

TDD ACCESS: RELAY NH 1-800-735-2964



STATE OF MN  
DEPT OF JUSTICE  
11 SEP 14 PM 2:42



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

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

S. William Rogers  
Commissioner

August 18, 2011

Commissioner George M. Bald  
State of New Hampshire  
Department of Resources and Economic Development  
172 Pembroke Road  
PO Box 1856  
Concord, NH 03302-1856

Dear Commissioner Bald:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with ReserveAmerica, Inc. of Ballston Spa, NY as described below and referenced as DoIT No. 2008-003B.

This is a request to amend a contract for campground reservation services for the State park system. These services have increased the State's capacity to meet the growth of tourism by enabling citizens to reserve camping spots over the web. The amendment will become effective upon Governor and Council approval through October 31, 2013, There are no costs associated with this amendment.

This project is set forth in the Department of Resources and Economic Development Information Technology Plan 2005 - 2009, dated October 18, 2005, Project #239.

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

Sincerely,

A handwritten signature in black ink, appearing to read "S. William Rogers".

S. William Rogers

SWR/ltn

cc: Gail Wolek  
Leslie Mason  
Nicole Warren





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

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

August 15, 2011

Stanley W. Rogers, Commissioner  
Department of Information Technology  
7 Hazen Drive  
Concord, NH 03301

**Requested Action and Explanation**

Authorize the Department of Resources and Economic Development (DRED), Division of Parks and Recreation to exercise a two year contract agreement renewal option with ReserveAmerica, doing business in New Hampshire as The Active Network of Delaware, a subsidiary of The Active Network, Inc., of San Diego, CA for the period of November 1, 2011 through October 31, 2013 for continuation of the campground reservation system. The original contract was approved by Governor and Executive Council on October 3, 2007, Item #30 with an option to renew for up to an additional four year period subject to Governor and Executive Council. There are no costs associated with this two year extension.

Under the terms of the original contract, ReserveAmerica, currently a subsidiary of The Active Network, Inc., agreed to include an up to four year extension clause which would continue the current reservation system through October 31, 2015. The Active Network and the Division have agreed to instead exercise a two year extension giving the Division time to evaluate either an amended contract that addresses the operational shortcomings of the current system and provide for updating the system's hardware and connectivity options, or give the Division time to issue a new RFP to see if there is an improved alternative to the current reservation system. The two year renewal will afford the Division the opportunity to renegotiate current established reservation fees, as well. There are no costs associated with this two year extension.

As additional background, due to the company's inability to provide substantial support as it related to the retail application and related services and licenses from the Scope of Work of the original contract of October 3, 2007, the Department obtained Governor and Executive Council approval to decrease the original contract amount by \$242,868.20 from \$351,380.00 to \$108,511.80 and removed the retail application and related services as approved by Governor and Executive Council on December 8, 2010, Item #26.

Sincerely,

Gail A. Wolek  
Interim Director

AW/mc



**EXERCISE OF RENEWAL OPTION OF  
CONTRACT AGREEMENT  
BETWEEN THE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
AND  
RESERVE AMERICA, INC., a SUBSIDIARY OF  
THE ACTIVE NETWORK, INC.**

THIS EXERCISE OF RENEWAL OPTION (the "Renewal Option") is made pursuant to the Contract Agreement (the "Agreement") as granted according to the terms of the Agreement by and between the STATE of NEW HAMPSHIRE, DIVISION of PARKS and RECREATION, DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT (the "State" and "DRED"), through its Director and Commissioner, and THE ACTIVE NETWORK, INC., ("the Contractor") having its principal place of business in San Diego, CA.

**WITNESSETH:**

WHEREAS, the parties have entered into the Agreement above mentioned, approved by the Governor and Executive Council on October 3, 2007, Item # 30, in which the State agreed to and Contractor agreed to exercise an option to renew for up to an additional four year period, at the State's discretion, subject to the terms and conditions set forth in said Agreement, under the Contract Term (2.1 Term) of the said Statement of Work (SOW).

WHEREAS, pursuant to the provisions of said Agreement, the State and Contractor hereby wishes to exercise the option to renew the Agreement for an additional two year period; and

WHEREAS, the parties hereto agree, pursuant to the exercise of the renewal option, and the covenants and conditions contain in the Agreement and set forth herein, the parties do hereby agree as follows:

1. Term of Agreement

To extend the term of the Agreement from November 1, 2011 to October 31, 2013, unless sooner terminated in accordance with the provisions of the Agreement, subject to the approval of the Governor and Executive Council.

2. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Renewal Option, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.



IN WITNESS WHEREOF, the parties hereunto have set their hand on the date herein named:

**THE ACTIVE NETWORK, INC.**

Witness: *Leilani Guerina* 9/12/2011 By: *Matt G. Landa* 9/12/2011  
(Signature) Date Signature (Duly Authorized) Date  
Leilani Guerina, Sr. Contract Administrator Matt G. Landa, President  
(Print clearly) (Print clearly)

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

*Gail A. Wolek* 8/22/2011  
Gail A. Wolek Date  
Interim Director

*George M. Bald* 8/22/11  
George M. Bald Date  
Commissioner

Approved as to form, substance and execution  
By the Attorney General's Office

*Anthony Blenkinsop* 9/15/2011  
Anthony Blenkinsop Date  
Senior Assistant Attorney General

Approved by Governor and Executive Council:

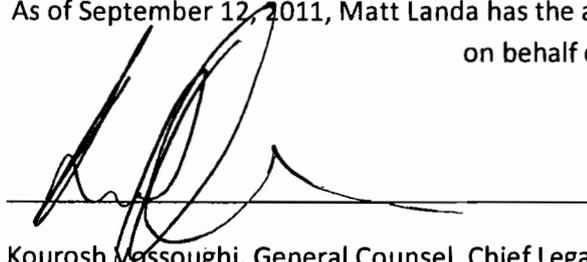
Date: \_\_\_\_\_ Item # \_\_\_\_\_



**SECRETARY CERTIFICATE**  
**REGARDING**  
**THE ACTIVE NETWORK, INC.**

A meeting of the Board of Directors of The Active Network, Inc. was held on November 19, 2009, whereby a resolution in the form attached hereto was passed authorizing Matt Landa by his signature, to enter into any and all contractual obligations on behalf of this corporation.

As of September 12, 2011, Matt Landa has the authority to enter into any and all contractual obligations on behalf of this organization.

A handwritten signature in black ink, appearing to read 'Kourosh Mossoughi', is written over a horizontal line. The signature is stylized and cursive.

Kourosh Mossoughi, General Counsel, Chief Legal Officer, Secretary

Date: 9-12-2011



## BOARD RESOLUTIONS

### RATIFICATION OF ELECTION OF OFFICERS

WHEREAS, the Board has previously authorized and approved the election of officers;  
and

WHEREAS, the Board desires to elect and reaffirm the current officers of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the following persons are elected to the offices so indicated, their terms to commence upon the date hereof and continue until their successors are duly elected and qualified:

<u>Officer</u>	<u>Corporate Position</u>
David Alberga	Chief Executive Officer and Chairman Of the Board
Matt Landa	President
Jon Belmonte	Chief Operating Officer
Kourosh Vossoughi	General Counsel, Senior Vice President Business Development, Chief Legal Officer, Secretary

### GENERAL AUTHORITY AND RATIFICATION

RESOLVED, that the authority and power given hereunder be deemed retroactive and any and all actions previously taken by any officer or director of the Company in are hereby adopted, ratified, confirmed and approved in all respects.



# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Active Network, Inc. doing business in New Hampshire as The Active Network of Delaware, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on January 9, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4<sup>th</sup> day of August, A.D. 2011

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner  
Secretary of State



**Subsidiaries of the Registrant**

Set forth below is a list of subsidiaries of the Registrant. Unless otherwise indicated, all of the subsidiaries listed below are wholly-owned subsidiaries of The Active Network, Inc. and are owned directly by either The Active Network, Inc. or by wholly-owned subsidiaries of The Active Network, Inc.

<u>Subsidiary</u>	<u>Jurisdiction of Formation</u>
The Active Network, (EU) Ltd.	UK
The Active Network (Aus-NZ) Pty. Ltd	Australia
The Active Network, Ltd.	British Columbia
The Active Network (Asia) Pte. Ltd.	Singapore
The Active Network, Ltd. (Chengdu)	China
The Active Network, Ltd. (Xian)	China
Reserve America Holdings, ULC	British Columbia
Reserve America, Inc.	Delaware
Reserve America ON, Inc.	British Columbia
Automated License Systems, Inc.	Tennessee









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

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
 WEB: www.nhstateparks.org

*Learned,  
 Moir  
 2-2-11  
 mtg.*

*#26-approved*

December 8, 2010

His Excellency Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, NH 03302

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to enter into a contract amendment with ReserveAmerica, Inc. (VC #164498), Ballston Spa, NY to decrease the contract amount by \$242,868.20 from \$351,380.00 to \$108,511.80 and to remove the retail application and related services and licenses from the Scope of Work upon approval of Governor Executive Council through October 31, 2011. The original contract was approved by Governor and Executive Council on October 3, 2007, Item #30.

**EXPLANATION**

Under the terms of the original contract, ReserveAmerica agreed to supply certain services for a camping reservation system which included a retail sales software program to support three major gift shops located at The Flame, Cannon Mountain, and Crawford Notch, plus food concessions and numerous smaller campground/beach area retail outlets. This effort would have allowed for centralized inventory management, centralized pricing, cash drawer controls, consistent purchasing protocols, integration with the reservation program to provide improved service to park guests. This combined package should have provided a higher level of retail management for the Division, as well as consistency throughout the system in both inventory and staff training, however the functionality of the program fell well below the Department's expectations. The program's primary issue was its inability to correctly synchronize information related to pricing, products, vendors, reports, inventory, and the overall operation of the NH State Parks retail program. Therefore your approval of this amendment will allow the Division to better manage its retail operations.

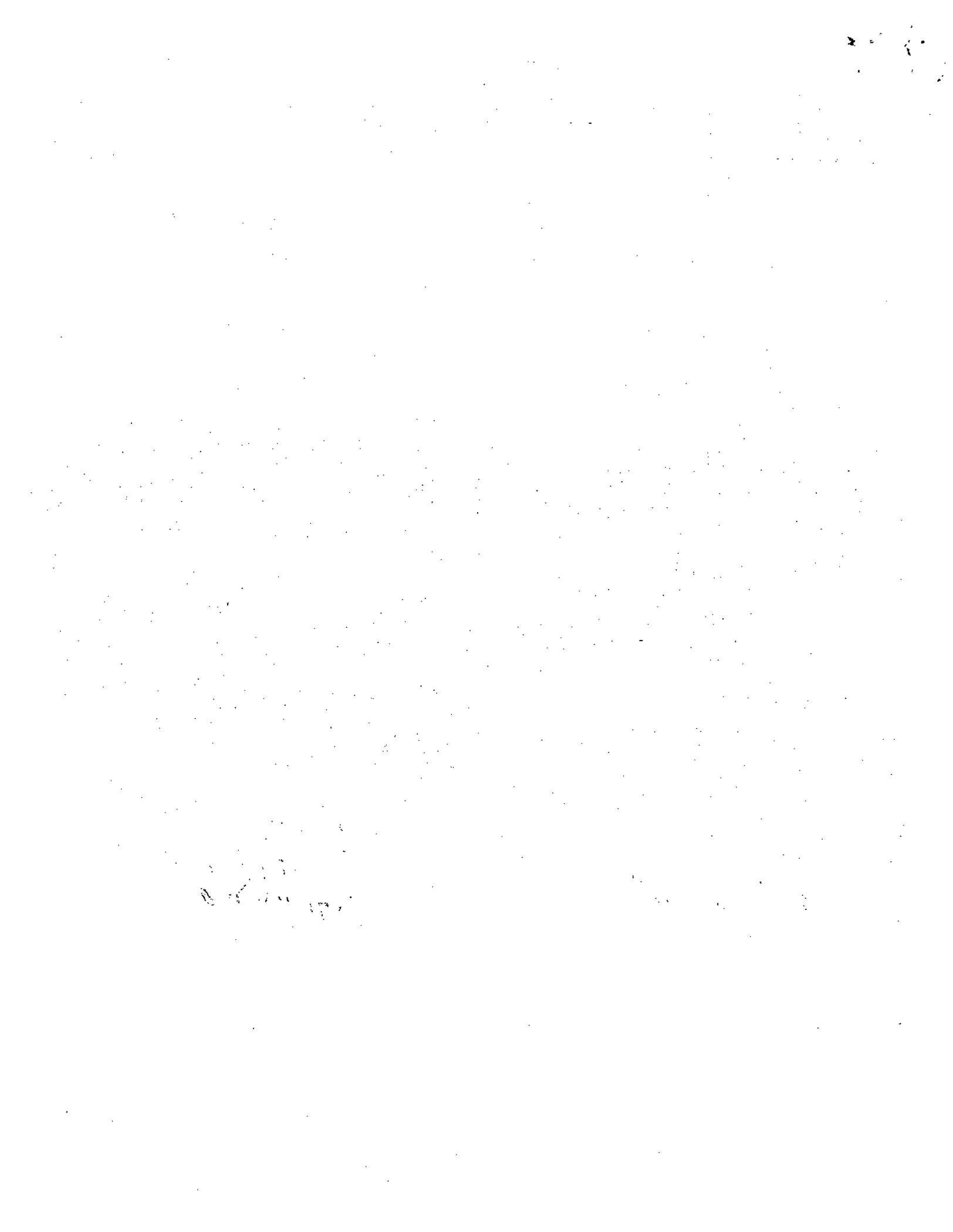
The Attorney General's office has approved this amendment as to form, substance, and execution.

Respectfully submitted,

Concurred *TM*

*Gail A. Wolek*  
 \_\_\_\_\_  
 Gail A. Wolek  
 Interim Director  
 GAW/GMB/mc

*George M. Bald*  
 \_\_\_\_\_  
 George M. Bald  
 Commissioner



**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATIONS SYSTEM  
CONTRACT 2008--003  
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2008-003, on October 3<sup>rd</sup>, 2007, Item #30 (herein after referred to as the "Agreement"), ReserveAmerica, Inc. (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Resources and Economic Development (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement to remove the Retail application and related services and licenses from the statement of work;

WHEREAS, the Department wishes, and the Vendor agrees, to decrease the Contract price by \$242,868.20 to bring the total contract price from \$351,380.00 to \$108,511.80;

WHEREAS, the Department and the Vendor seek to clarify and amend the Agreement;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions on page 1 of the Statement of Work of the Agreement by decreasing the Price Limitation by \$242,868.20, from \$351,380.00 to \$108,511.80.
2. The Scope of Work of the Agreement is further amended as described in Table 1:

**Table 1**

Contract # 2008-003	AMENDMENT
Statement of Work Customer Number	2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM
Statement of Work	2008-003 DRED CAMPING RESERVATION SYSTEM
Statement of Work	Delete original language:  RAI is offering the State the Outdoor Recreation Management Suite (ORMS) for the Department of Resources & Economic Development. ORMS will include a turnkey "real-time" camping reservation System, consumer Internet reservation Services via a New Hampshire "look and feel" site as well as through integration

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2008-003 DRED CAMPING RESERVATION SYSTEM**  
**CONTRACT 2008--003**  
**CONTRACT AMENDMENT X**

	<p>within <a href="http://www.ReserveAmerica.com">www.ReserveAmerica.com</a>, full Service call center with up to five (5) New Hampshire based representatives, and a integrated retail management Solution.</p> <p><b>Replace with:</b></p> <p>RAI is offering the State the Outdoor Recreation Management Suite (ORMS) for the Department of Resources &amp; Economic Development. ORMS will include a turnkey "real-time" camping reservation System, consumer Internet reservation Services via a New Hampshire "look and feel" site as well as through integration within <a href="http://www.ReserveAmerica.com">www.ReserveAmerica.com</a>, and full Service call center with up to five (5) New Hampshire based representatives.</p>
<p><b>6.1 &lt;SECTION TITLE?&gt;</b></p>	<p><b>Delete original language:</b></p> <p style="text-align: center;"><b>6.1 DRED Camping Reservation System and Retail Management System Licenses</b></p> <p>RAI shall provide the State with Outdoor Recreation Management Suite (ORMS) Software Licenses and Documentation set forth in Contract Exhibit J: Software License and Related Terms.</p> <p><b>Replace with:</b></p> <p style="text-align: center;"><b>6.1 DRED Camping Reservation System</b></p> <p>RAI shall provide the State with Outdoor Recreation Management Suite (ORMS) Software Licenses and Documentation set forth in Contract Exhibit J: Software License and Related Terms.</p>
<p><b>6.2 &lt;SECTION TITLE?&gt;</b></p>	<p><b>Delete original language:</b></p> <p style="text-align: center;"><b>6.2 DRED Camping Reservation System and Retail Management System Support and Maintenance</b></p> <p>RAI shall provide the State with Outdoor Recreation Management Suite (ORMS) System support and maintenance Services set forth in Contract Exhibit G: Maintenance and Support Services.</p> <p><b>Replace with:</b></p> <p style="text-align: center;"><b>6.2 DRED Camping Reservation System</b></p> <p>RAI shall provide the State with Outdoor Recreation Management Suite (ORMS) System support and maintenance Services set forth in Contract Exhibit G: Maintenance and Support Services.</p>
<p><b>2.2 &lt;SECTION TITLE?&gt;</b></p>	<p><b>Delete original language:</b></p> <p>Remove line 15 in the Reservation /Camping chart</p> <p><b>Replace with:</b></p> <p>15 Reservation System Maintenance and Support</p>
<p><b>2.2 &lt;SECTION TITLE?&gt;</b></p>	<p><b>Delete original language:</b></p> <p>Remove POS/Retail Chart</p>

**2008-003 DRED CAMPING RESERVATION SYSTEM  
 CONTRACT 2008--003  
 CONTRACT AMENDMENT X**

2.2 <SECTION TITLE?>	Delete original language:  Contract Exhibit B  Replace with:  Exhibit B1
----------------------	--

2.9 <SECTION TITLE?>	Delete original language:  The Implementation Team shall prepare, with input from the State, a Deployment Plan, defining the State's deployment requirements for Field Manager, Store Manager and each of the other supporting interfaces to ORMS proposed. The Deployment Plan shall be incorporated into the Work Plan. The Deployment Plan shall include, but not be limited to, confirmation of Go-Live dates and deployment of applications to Finance, Management and Field Staff.  Replace with:  The Implementation Team shall prepare, with input from the State, a Deployment Plan, defining the State's deployment requirements for Field Manager, and each of the other supporting interfaces to ORMS proposed. The Deployment Plan shall be incorporated into the Work Plan. The Deployment Plan shall include, but not be limited to, confirmation of Go-Live dates and deployment of applications to Finance, Management and Field Staff.
----------------------	--

T-12	Delete original language:  Delete requirement: T-12
------	---

T-13	Delete original language:  Delete requirement T-13
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1 Work Plan	Delete original language:
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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATION SYSTEM  
CONTRACT 2008--003  
CONTRACT AMENDMENT X**

	<p>ReserveAmerica, Inc.'s Project Manager and the State Project manager shall finalize the Work Plan within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with ReserveAmerica, Inc.'s plan to implement the Camping Reservations and Retail Management Systems. Continued development and management of the Work Plan is a joint effort on the part of ReserveAmerica, Inc. and State Project Managers.</p> <p>Replace with:</p>
	<p>ReserveAmerica, Inc.'s Project Manager and the State Project manager shall finalize the Work Plan within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with ReserveAmerica, Inc.'s plan to implement the Camping Reservation System. Continued development and management of the Work Plan is a joint effort on the part of ReserveAmerica, Inc. and State Project Managers.</p>

<p><b>1.F Project Schedule</b></p>	<p><b>Delete original language:</b></p> <p><b>F. Project Schedule</b></p> <ul style="list-style-type: none"> <li>Deployment project work is planned to begin on September 20<sup>th</sup>, 2007 with specific Go Live dates to be agreed upon for StoreManager and ORMS reservation services.</li> </ul> <p>Replace with:</p> <p><b>F. Project Schedule</b></p> <ul style="list-style-type: none"> <li>Deployment project work is planned to begin on September 20<sup>th</sup>, 2007 with specific Go Live dates to be agreed upon for ORMS reservation services</li> </ul>
<p><b>1.H User Training and Change Management</b></p>	<p><b>Delete original language:</b></p> <p><b>H. User Training and Change Management</b></p> <ul style="list-style-type: none"> <li>The ReserveAmerica, Inc. Team shall deliver ORMS/WinRetail end-user training per Exhibit L-Training Services.</li> </ul> <p>Replace with:</p> <p><b>H. User Training and Change Management</b></p> <ul style="list-style-type: none"> <li>The ReserveAmerica, Inc. Team shall deliver ORMS end-user training per Exhibit L-Training Services.</li> </ul>
<p><b>2. B2 State Subject Matter Experts (SMEs)</b></p>	<p><b>Delete original language:</b></p> <ul style="list-style-type: none"> <li>Assist in training end users in the use of the ORMS/WinRetail and the business processes the Application supports.</li> </ul> <p>Replace with:</p> <ul style="list-style-type: none"> <li>Assist in training end users in the use of the ORMS and the business processes the Application supports.</li> </ul>
<p><b>3. Software</b></p>	<p><b>Delete original language:</b></p>

**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATION SYSTEM  
CONTRACT 2008--003  
CONTRACT AMENDMENT X**

**Applications**

*All application software will be provided on workstations purchased from ReserveAmerica, Inc. which will include:*

- Microsoft Windows XP or Vista*
- Microsoft .NET framework 1.1*
- Anti Virus Software*
- PC Anywhere*
- Adobe Acrobat Reader 7 or higher*
- Internet Explorer Version 6.0 or higher*
- Adobe SVG Plug-in version 3.0*
- VPN client Software*
- Receipt Printer/cash drawer activation program*
- FieldManager Local where applicable*
- StoreManager where applicable*

**Replace with:**

*All application software will be provided on workstations purchased from ReserveAmerica, Inc. which will include:*

- Microsoft Windows XP or Vista*
- Microsoft .NET framework 1.1*
- Anti Virus Software*
- PC Anywhere*
- Adobe Acrobat Reader 7 or higher*
- Internet Explorer Version 6.0 or higher*
- Adobe SVG Plug-in version 3.0*
- VPN client Software*
- Receipt Printer/cash drawer activation program*
- FieldManager Local where applicable*

**4. Conversion  
Table 1**

**Delete original language:**

Conversion	Components, If applicable	Lead Responsibility	Description
	Facilities for all State Parks Campground details, Maps, Customer Database	ReserveAmerica, Inc	Work with the State to retrieve Facility, Site, Customer, and reservation data from current system for input into ORMS
	Inventory Records	ReserveAmerica, Inc	ReserveAmerica will work with the State to retrieve POS Inventory data for input into WinRetail and ORMS

**Replace with:**

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2008-003 DRED CAMPING RESERVATION SYSTEM**  
**CONTRACT 2008--003**  
**CONTRACT AMENDMENT X**

Conversion	Components, If applicable	Lead Responsibility	Description
	Headquarters, State Park, Campground, Field Office, Manager, Customer Database	Reserve America, Inc.	Reserve America will work with the State to replace Facility, Site, Customer and reservation data from current system for total into GRM.

<b>7 A Training Details</b>	<p>Delete original language:</p> <p>5. 1-day of specific <i>Field Manager/Store Manager</i> training that will includes:</p> <p>Replace with:</p> <p>5. 1-day of specific <i>Field Manager</i> training that will include:</p>
<b>7 C State Management Training</b>	<p>Delete original language:</p> <p>1. WinRetail Management Training</p>

**Table 2 Contract 2008-003 DRED Camping Reservation System**

2008-003	Original Contract	October 3 <sup>rd</sup> , 2007	\$351,380.00
2008-003	Amendment A	Upon G&C Approval	\$108,511.80

DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATION SYSTEM  
CONTRACT 2008--003  
CONTRACT AMENDMENT X

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

  
\_\_\_\_\_  
Matthew G. Landa, President  
ReserveAmerica, Inc.

Date: 10/07/10

Corporate Signature Notarized:  
STATE OF \_\_\_\_\_

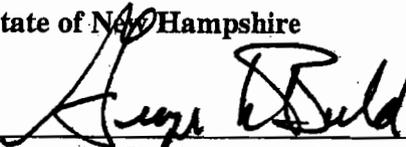
COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me,  
\_\_\_\_\_, the undersigned Officer  
personally appeared and acknowledged her/himself to be the \_\_\_\_\_  
of \_\_\_\_\_, a corporation, and that she/he, as such  
\_\_\_\_\_ being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
\_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:  
(SEAL)

*please see next page*

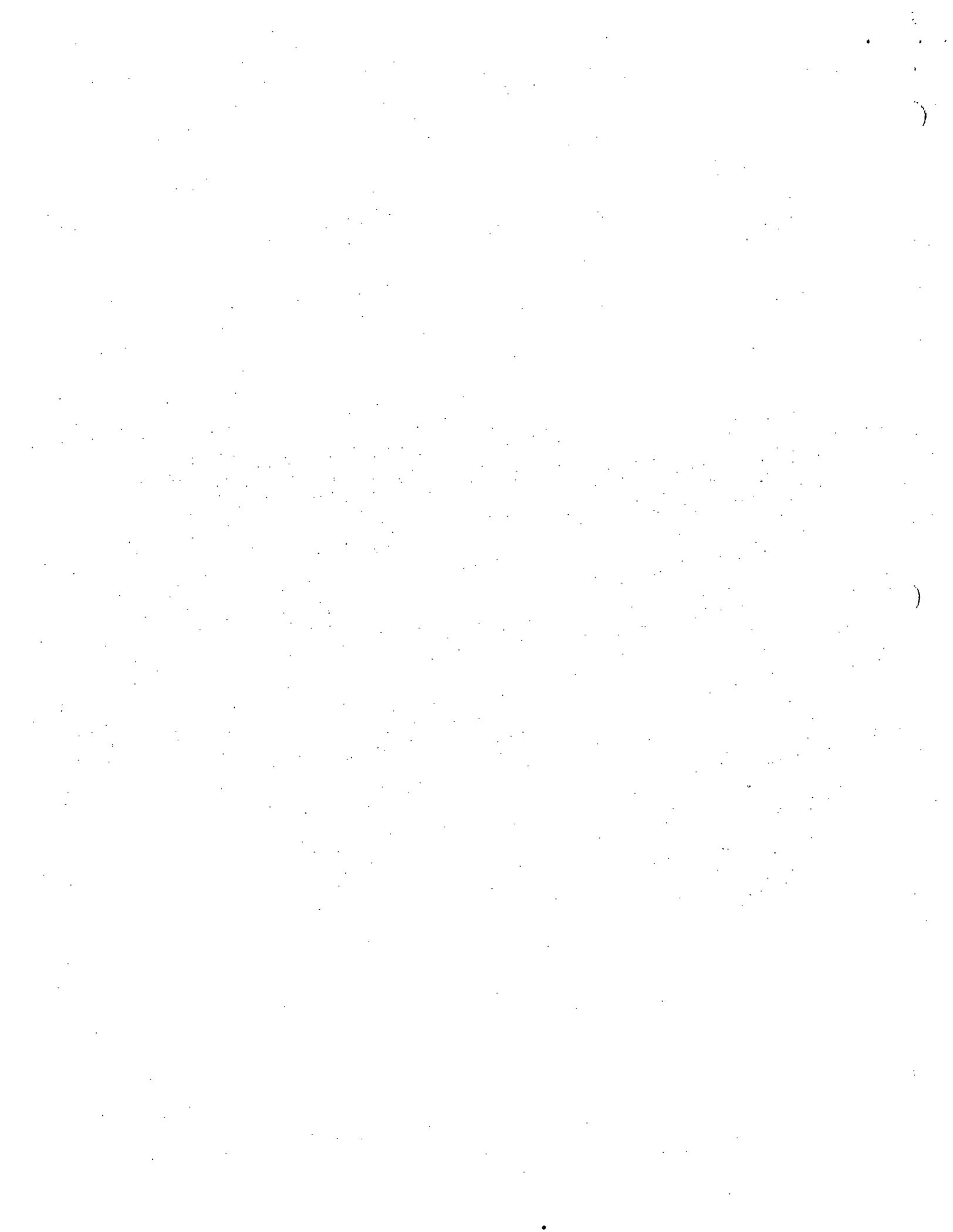
State of ~~New~~ Hampshire  
  
\_\_\_\_\_  
George M. Bald, Commissioner  
State of New Hampshire  
Department of Resources and Economic Development

Date: 12/13/10

Approved by the Attorney General (Form, Substance and Execution)

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice

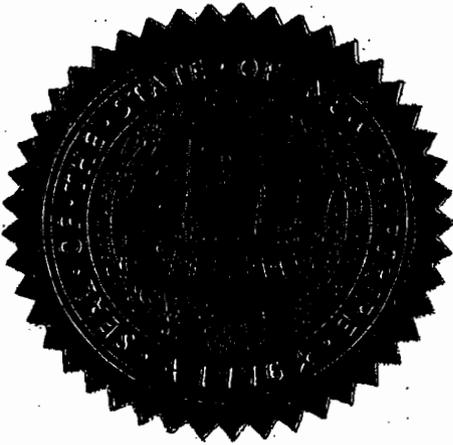
Date: 1/19/2011



STATE OF New Hampshire  
Department of State

CERTIFICATE

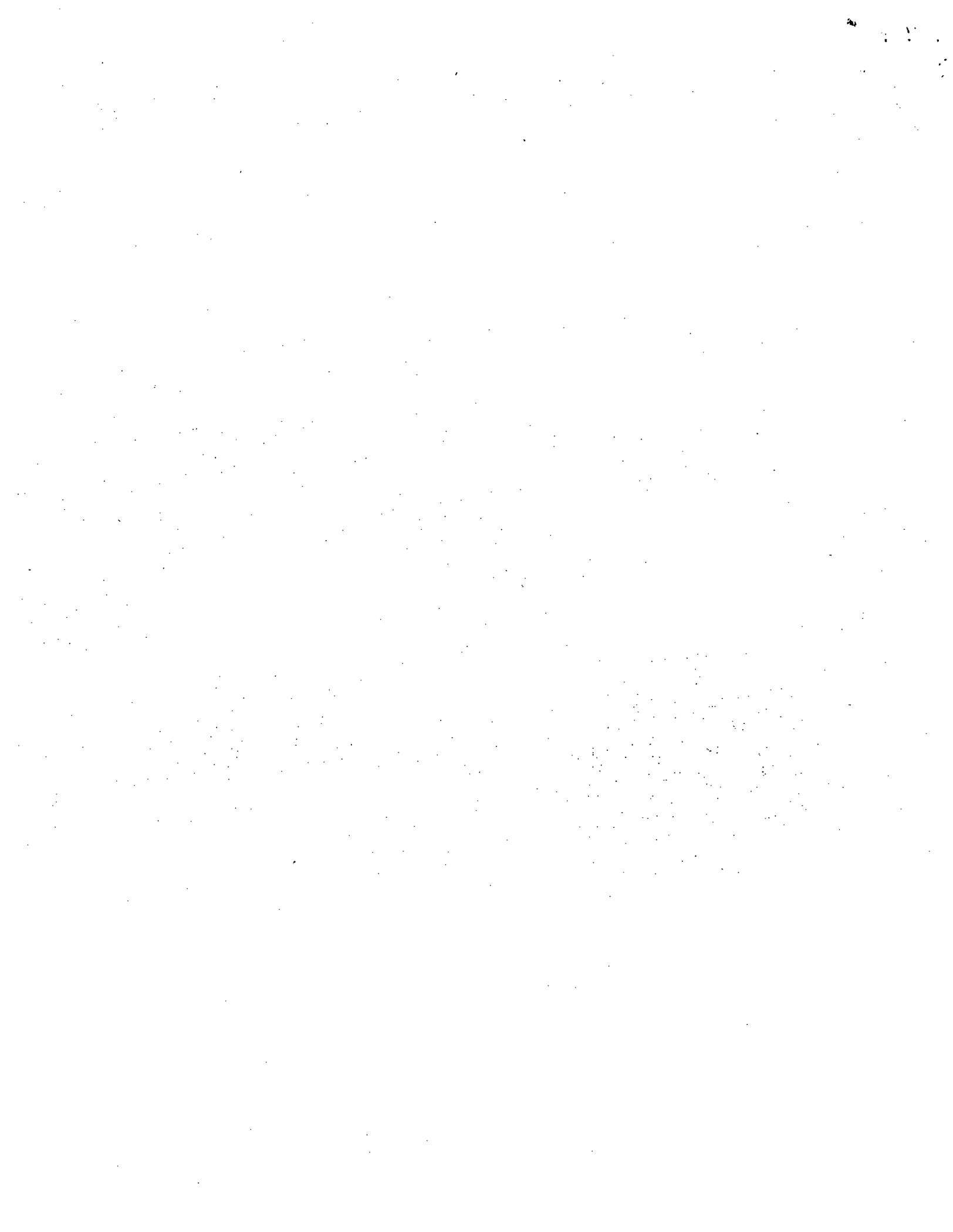
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ReserveAmerica Inc., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on September 18, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22<sup>nd</sup> day of December, A.D. 2010

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

William M. Gardner  
Secretary of State



**CERTIFICATE OF INCUMBENCY**

I, Kory Vossoughi, Secretary of The Active Network, Inc., a Delaware corporation, hereby certify that ReserveAmerica, Inc. is a wholly owned subsidiary of The Active Network, Inc. and that the individuals listed below are duly qualified to act on behalf of ReserveAmerica, Inc., and that true and correct specimen signatures of such individuals appear after their respective names as set forth below:

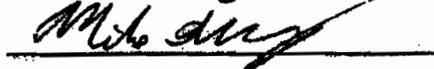
**Name and Title**

**Signature**

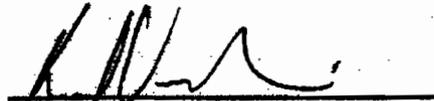
Matt Landa, President/CEO



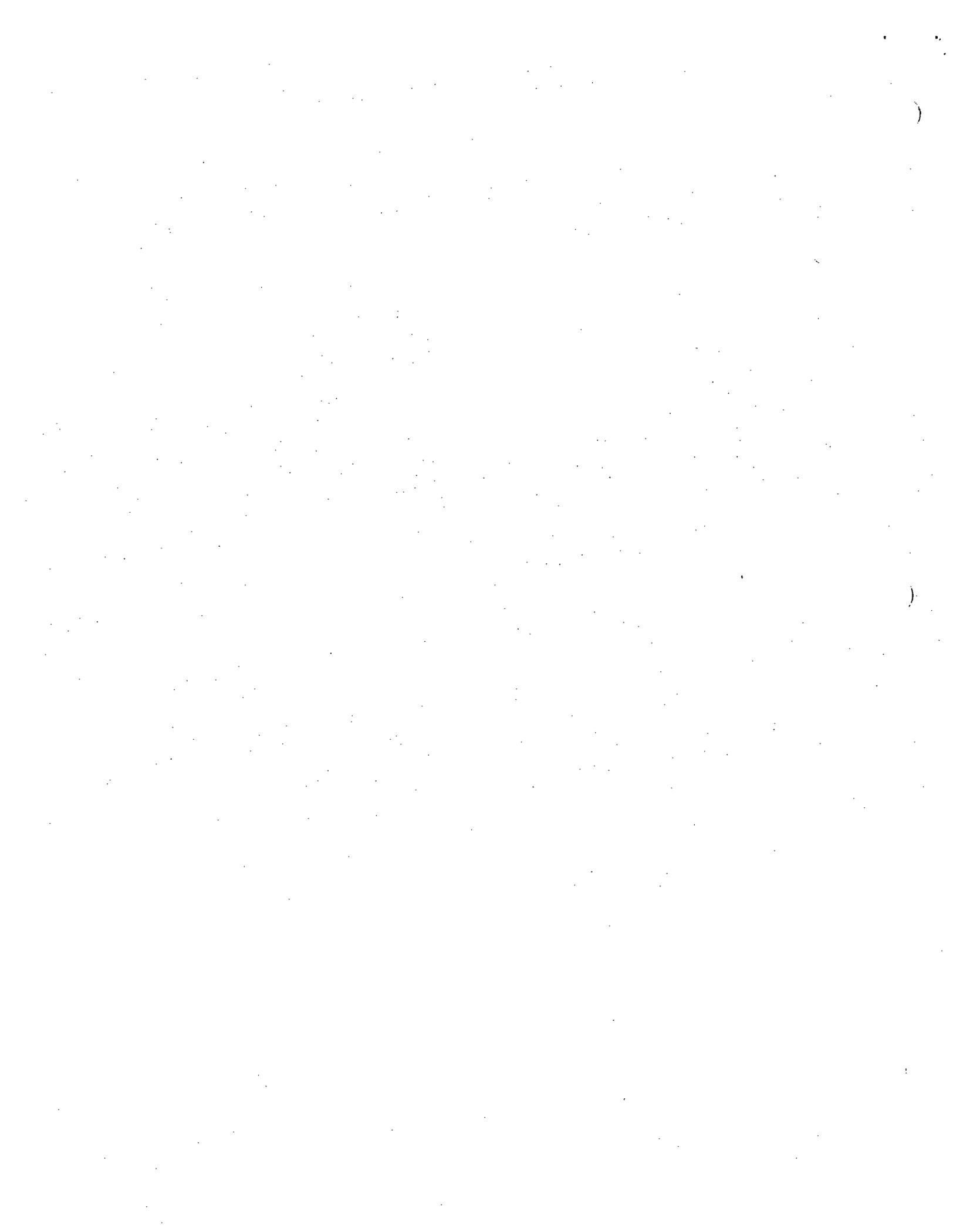
Mike Skelly, CFO



Dated: 1-18-11



Secretary



**ACKNOWLEDGMENT**

State of California  
County of San Diego

On October 27, 2010 before me, M. McFeely, Notary Public  
(insert name and title of the officer)

personally appeared Matt Landa, President of Reserve America, Inc.  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. McFeely

(Seal)







GEORGE M. BALD  
 Commissioner

ISON MCLEAN  
 Director

*Please refer to  
 5" 3 Ring Binder for detailed  
 information in Amy Bassett or  
 Gail Wolek's office*

(603)271-3556  
 FAX: (603)271-3553  
 WEB: www.nhstateparks.org  
 E-MAIL: nhparks@dred.state.nh.us

*#30-approved*

October 3, 2007

His Excellency Governor John H. Lynch  
 And the Honorable Executive Council  
 State House  
 Concord NH 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development (DRED) to enter into a contract with **ReserveAmerica, Inc.** (vendor code 133021), **Ballston Spa, NY**, in the amount of \$351,380.00 for a Camping Reservation and Retail Management System upon approval of Governor and Council through October 31, 2011, with an option to renew for an additional four year period subject to Governor and Council approval. 100% Park Funds.

Funding is available, pending budget approval, in the following accounts with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Funding Source	Job #	Description	FY08	FY09	FY10	FY11	Totals
10-003-1665-024-0230	03350024	Oit - Maint Other Than Build. & Grounds	7,000.00	4,850.00	7,760.00	7,760.00	27,370.00
3-1660-046-0465	03350024	Oit - Consultant/Dev	47,000.00	0.0	0.0	0.0	47,000.00
010-003-1665-093-0330	03350024	Oit - Pc Replacement	26,450.00	0.0	21,600.00	0.0	48,050.00
010-035-3742-003-0312		Mt. Washington Retail	30,740.00	4,940.00	4,940.00	4,940.00	45,560.00
010-035-3704-003-0312		Cannon Mt Retail	27,555.00	4,455.00	4,455.00	4,455.00	40,920.00
010-035-3722-003-0312		Park Retail	82,425.00	15,125.00	27,865.00	17,065.00	142,480.00
<b>Total Funding:</b>			<b>\$221,170.00</b>	<b>\$29,370.00</b>	<b>\$66,620.00</b>	<b>\$34,220.00</b>	<b>\$351,380.00</b>

**EXPLANATION**

The Division of Parks and Recreation has been running a call center to handle campground reservations since 1999. During that time, camping revenues processed through this system have more than doubled, from \$705,000 to \$1,542,000. An additional \$500,000 in revenues from incidental retail sales are also currently processed through this system. Similarly, the numbers of reservation transactions have increased from 14,500 to over 23,000 (including 2,000 transactions for changes and cancellations). The volume of calls and demands on the call center office has increased exponentially over the years. To continue to meet the needs of the traveling public, DRED has decided to partner with a vendor that has the resources to meet the anticipated continued growth in reservations, fueled in part by the new revenue enhancement facilities (improved RV sites, camping cabins/yurts, pavilions, etc.) coming on-line as part of the Governor's capital budget initiative. The application and services outlined in this request have been designed for New Hampshire State Parks as a turnkey proposal that will provide exposure to 8,000,000 new potential customers seeking camping information with a projected 20% increase in revenues in the first year. In addition, the new web-based platform will allow nearly instantaneous marketing opportunities to maximize interest and participation as programs adding value to the park visitor's experience are brought forward.

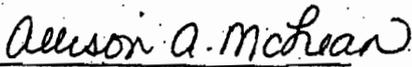
This proposal also provides the retail sales software program to support another important revenue area of State Park operations. With three major gift shops (located at The Flume, Cannon Mountain, and Crawford Notch), plus food concessions and numerous smaller campground/beach area retail outlets, this application software will allow for centralized inventory management, centralized pricing, cash drawer controls, consistent purchasing protocols, and integration with the reservation program to provide improved service to park guests. The combined package will provide a much higher level of retail management for this Division, as well as consistency throughout the system in both inventory and staff training. It is expected that with increased oversight, additional revenue opportunities will be identified and implemented more quickly. Improved budget and inventory reporting will provide more comprehensive information to allow a quicker agency response to changing conditions.

Four proposals were received in response to the RFP# 2008-003 as indicated in the attached scoring sheet. The Division Project Team (members from each division business unit) and our Office of Information Technology representative reviewed and scored (attached) according to a Proposal Evaluation Process (attached) as delineated in the RFP. ReserveAmerica, Inc. of Ballston Spa, NY was selected in the evaluation process based on the highest score.

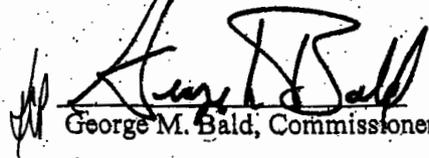
This contract has been approved by the Office of Information Technology and the Office of the Attorney General as to form, substance, and execution.

Respectfully Submitted,

Approved By,



Allison A. McLean, Director



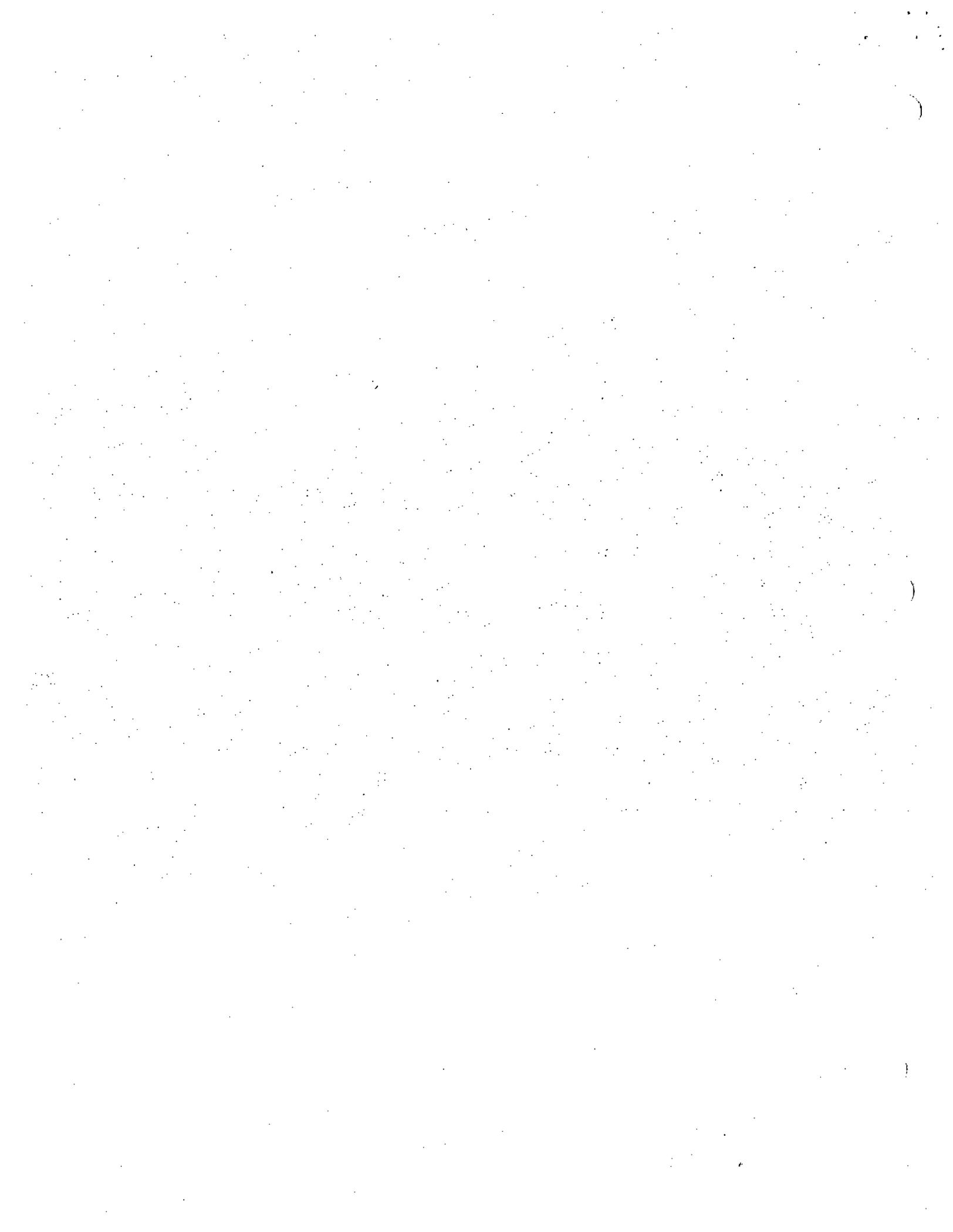
George M. Bald, Commissioner

AAM/GMB/ab

## Selection Scoring Matrix

State of NH RFP DRED -2008-003

	Proposed Software Solution (35)	Vendor's technical, service and Project Management (30)	Vendors Company and staffing Qualifications (15)	Solution Cost (Rate and Pricing) (20)	Oral Presentation (total points) (80)	Grand Total
US eDirect	12.14	7.14	6.43	18.00	38.29	82.00
Reserve America	32.71	30.00	15.00	19.00	160.86	257.57
Info Spehrx	34.29	28.86	15.00	19.71	148.71	246.57
Mission Management	24.29	19.29	5.14	16.00	56.00	120.71





Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-271-4208 1-800-852-3345 x4208  
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.  
Chief Information Officer

September 19, 2007

Commissioner George M. Bald  
State of New Hampshire  
Department of Resources and Economic Development  
172 Pembroke Road  
PO Box 1856  
Concord, NH 03302-1856

Dear Commissioner Bald:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to enter into a contract with ReserveAmerica, Inc. of Ballston Spa, NY, as described below and referenced as OIT No. 2008-003. This project is a result of RFP#2008-003 DRED Campground Management System.

This is a request to enter into a contract for the purchase of campground reservation and retail management services for the State park system. These services will increase the State's capacity to meet the growth of tourism as well as add retail sales management to the same system. The contract will become effective upon Governor and Council approval through October 31, 2011, with one optional four-year extension period not to exceed October 31, 2015. The amount of the contract is not to exceed \$351,380,00.00.

This project is set forth in the Department of Resources and Economic Development Information Technology Plan 2005 - 2009, dated October 18, 2005, Project #239.

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

Sincerely,

Richard C. Bailey, Jr.

RB/ltn

cc: Amy Bassett  
Leslie Mason  
Nicole Warren



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 DIVISION of PARKS and RECREATION  
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

GEORGE M. BALD  
 Commissioner

ALLISON MCLEAN  
 Director

(603)271-3556  
 FAX: (603)271-3553  
 WEB: www.nhstateparks.org  
 E-MAIL: nhparks@dred.state.nh.us

September 18, 2007

Richard C. Bailey, Jr.  
 Chief Information Officer  
 Office of Information Technology  
 27 Hazen Drive  
 Concord, NH 03301

**Requested Action and Explanation**

Authorize the Department of Resources and Economic Development (DRED) to enter into a contract with ReserveAmerica, Inc. (vendor code 133021), Ballston Spa, NY, in the amount of \$351,380.00 for Camping Reservation and Retail Management System upon approval of Governor and Council through October 31, 2011 with a option for a four (4) year renewal and it will be 100% Park Funds.

Funding is available as follows:

Funding Source	Job #	Description	FY08	FY09	FY10	FY11
010-003-1665-024-0230	03350024	OIT - MAINT OTHER THAN BUILD. & GROUNDS	7,000.00	4,850.00	7,760.00	7,760.00
010-003-1660-046-0465	03350024	OIT - CONSULTANT/DEV	47,000.00	0.0	0.0	0.0
010-003-1665-093-0330	03350024	OIT - PC REPLACEMENT	26,450.00	0.0	21,600.00	0.0
010-035-3742-003-0312		Mt. Washington Retail	30,740.00	4,940.00	4,940.00	4,940.00
010-035-3704-003-0312		Cannon Mt Retail	27,555.00	4,455.00	4,455.00	4,455.00
010-035-3722-003-0312		Park Retail	82,425.00	15,125.00	27,865.00	17,065.00
<b>Total Funding:</b>			<b>\$221,170.00</b>	<b>\$29,370.00</b>	<b>\$66,620.00</b>	<b>\$34,220.00</b>

\*FY10-FY11 estimated pending budget approval

The Division of Parks and Recreation has been running a call center to handle campground reservations since 1999. In that time, camping revenues processed through this system have more than doubled from \$705,000 to \$1,542,000. An additional \$500,000 in revenues from incidental retail sales are also currently processed through this system. Similarly, the numbers of reservation transactions have increased from 14,500 to over 23,000 (including 2,000 transactions for changes and cancellations). The volume and demand of the call center office have increased exponentially over the years. It is clearly time to partner with a vendor that has the resources to meet the anticipated continued growth in reservations, fueled in part by the new revenue enhancement facilities (improved RV sites, camping cabins/yurts, pavilions, etc.) coming on-line as part of the Governor's capital budget initiative. The package outlined in this request has been designed for New Hampshire State Parks as a turnkey proposal that will provide exposure to 8,000,000 new potential customers seeking camping information with a projected 20% increase in revenues in the first year. In addition, the new web-based platform will allow nearly instantaneous marketing opportunities to maximize interest and participation as programs adding value to the park visitor's experience are brought forward.

This proposal also provides the retail sales software program to support another important revenue area of State Park operations. With three major gift shops (located at The Flume, Cannon Mountain, and Crawford Notch), plus food concessions and numerous smaller campground/beach area retail outlets, this program will allow for centralized inventory management, centralized pricing, cash drawer controls, consistent purchasing protocols, and integration with the reservation program to provide improved service to park guests. The combined package will provide a much higher level of management for this program as well as consistency throughout the system in both inventory and staff training. It is expected that with increased oversight additional revenue opportunities will be identified and implemented more quickly. Improved budget and inventory reporting will provide more comprehensive information to allow a quicker agency response to changing conditions.

Four proposals were received in response to the RFP# 2008-003 as indicated in the attached scoring sheet. The Division Project Team (members from each division business unit) and our Office of Information Technology representative reviewed and scored (attached) according to a Proposal Evaluation Process (attached) as delineated in the RFP. ReserveAmerica, Inc. of Ballston Spa, NY was selected in the evaluation process for the four year contract based on the highest score among the vendors.

Request that DRED be allowed to enter into a contract with ReserveAmerica, Inc.

#### Prior Related Actions

There are no prior related actions related to any previous OIT and/or Governor and Council approvals.

#### Alternatives and Benefits

The alternative considered was to send out two separate RFPs for a Camping Reservation System and a Retail Management System.

The benefit of putting these two together is that we will be able to offer a better service for our guest. Also, the Division will be able to better track sales, expenses and inventory (retail/camping) on a timelier basis.

**Impact on Other State Agencies and Municipalities**

This program will not affect other state agencies or municipalities.

**Supporting Documentation**

RFP 2008-003 DRED Camping Reservation System and a Retail Management System  
Contract 2008-003 Camping Reservation System and a Retail Management System  
Governor and Council Letter

*Remainder of this page intentionally left blank.*

**Summary of Requested Action**

Date of most recently approved NHITP: October 31, 2006 \_\_\_\_\_

NHITP Initiative / Project Name: Camping Reservations /Retail Upgrade

NHITP Initiative / Project Number:

A&E System Request ID 4519

**Requisition Information:**

**Vendor Name**

ReserveAmerica, Inc.

**Funding Sources and Amounts:**

	* Object Code(s)	FY2008	FY2009	FY2010	FY2011	Total
STATE						
FEDERAL						
OTHER (Specify)	465, 330	221,170.00	29,370.00	66,620.00	34,220.00	\$351,380.00
<b>TOTAL</b>		<b>221,170.00</b>	<b>29,370.00</b>	<b>66,620.00</b>	<b>34,220.00</b>	<b>\$351,380.00</b>

**\*Sources of OTHER Funding**

Source	Amount
Retail Accounts	190,290.00
Parks 100% Self Funded	161,090.00

**\*Object codes:**

115	IT Consultants (Benefited)	243	Desktop Hardware maintenance	317	Computer Server Hardware (Replace)
116	IT Service Vendor (Benefited)	256	Computer lease	329	Mainframe Hardware (Replace)
220	Minor software (<=500/unit)	310	PC Desktop Hardware (New)	330	PC Desktop Hardware (Replace)
223	PC Desktop supplies	312	Computer Software-Major (>\$500/unit)	465	IT Consultants (Non-Benefited)
224	Mainframe Computer Supplies	313	Network Hardware (New)	466	IT Service Vendor (Non-Benefited)
225	Contract Equipment Repairs	314	Network Hardware (Replace)	805	IT Training and Development
230	Software License and maintenance	315	Mainframe Hardware (New)		
231	Computer maintenance (non-desktop)	316	Computer Server Hardware (New)		

**CONTACT PERSON:**

Amy Bassett, Program Manager  
NH Division of Economic Development  
172 Pembroke Road  
Concord, New Hampshire, 03301  
Telephone: (603)271-3556  
Email: abassett@dred.state.nh.us

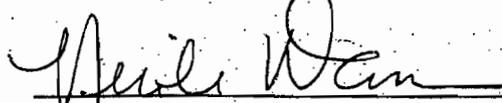
**CERTIFICATION**

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,

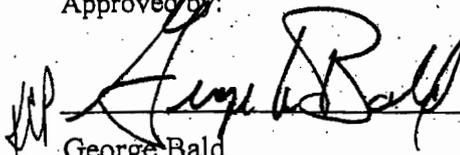


Allison A. McLean,  
Director of Parks and Recreation



Nicole Warren  
Information Technology Manager

Approved by:



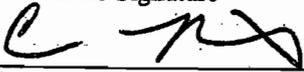
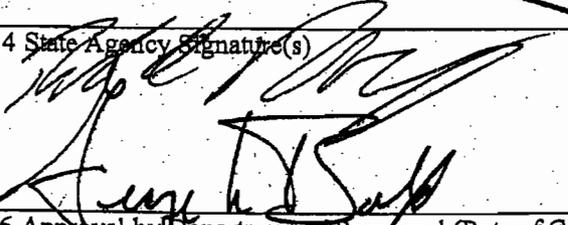
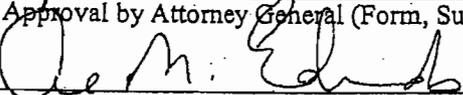
George Bald  
Commissioner, DRED

Statement of Work (SOW)

CONTRACT AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name Office of Information Technology		1.2 State Agency Address 27 Hazen Drive Concord, NH 03301	
1.3 Contractor Name ReserveAmerica, Inc.		1.4 Contractor Address 40 South Street Ballston Spa, NY 12020	
1.5 Account No. See page 2	1.6 Completion Date 10/31/2011	1.7 Audit Date N/A	1.8 Price Limitation \$ 351,380.00
1.9 Contracting Officer for State Agency George M. Bald, Commissioner Richard C. Bailey Jr. CIO, Office of Information Technology		1.10 State Agency Telephone Number (603)-271-3556 (603)-223-5701	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor Chris Riley, Senior Vice President	
1.13 Acknowledgement: State of NH, County of Merrimack On _____, before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [seal]		see attached	
1.13.2 Name & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) GEORGE M. BALD, COMMISSIONER	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: N/A Director, On:			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 9/19/07			
1.18 Approval by the Governor & Council By _____ On:			

State of California }  
County of Los Angeles } 55.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On September 17, 2007, before me, Melani Dizon Verano, Notary Public  
Date Printed Name of Notary Public

personally appeared Chris Riley  
Printed Name(s) of Signer(s)

- personally known to me - or -
- proved to me on the basis of satisfactory evidence:
  - form(s) of identification \_\_\_\_\_
  - credible witness(es) \_\_\_\_\_

to be the person  whose name  subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity , and that by his/her/their signature  on the instrument the person , or the entity upon behalf of which the person  acted, executed the instrument.

WITNESS my hand and official seal.



Melani Dizon Verano, Notary Public  
Signature of Notary Public

(Seal)

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_  
\_\_\_\_\_ containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s) \_\_\_\_\_
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> Other	

2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM

Statement of Work (SOW)

Accounts listed in A&E for funding of Project.

Funding Source	Job #	Description	FY08	FY09	FY10	FY11
010-003-1665-024-0230	03350024	OIT - MAINT OTHER THAN BUILD. & GROUNDS	7,000.00	4,850.00	7,760.00	7,760.00
010-003-1660-046-0465	03350024	OIT - CONSULTANT/DEV	47,000.00	0.0	0.0	0.0
010-003-1665-093-0330	03350024	OIT - PC REPLACEMENT	26,450.00	0.0	21,600.00	0.0
010-035-3742-003		Mt. Washington Retail	30,740.00	4,940.00	4,940.00	4,940.00
010-035-3704-003		Cannon Mt Retail	30,740.00	4,940.00	4,940.00	4,940.00
010-035-3722-003		Park Retail	79,240.00	14,640.00	27,380.00	16,580.00
<b>Total Funding:</b>			<b>\$211,170.00</b>	<b>\$29,870.00</b>	<b>\$66,620.00</b>	<b>\$34,220.00</b>

2008-003 Contract-Statement of Work

Initial All Pages:

RAI initials: CR 9/12/07

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

**TABLE OF CONTENTS**

<b>TERMS AND DEFINITIONS</b> .....	<b>6</b>
<b>1. CONTRACT DOCUMENTS</b> .....	<b>13</b>
1.1 CONTRACT DOCUMENTS .....	13
1.2 ORDER OF PRECEDENCE .....	14
1.3 NON-EXCLUSIVE, NOT-TO-EXCEED CONTRACT .....	14
<b>2. CONTRACT TERM</b> .....	<b>15</b>
2.1 TERM .....	15
<b>3. COMPENSATION</b> .....	<b>15</b>
3.1 CONTRACT PRICE .....	15
<b>4. CONTRACT MANAGEMENT</b> .....	<b>15</b>
4.1 RAI CONTRACT MANAGER .....	16
4.2 RAI PROJECT MANAGER .....	16
4.3 RAI KEY PROJECT STAFF .....	17
4.4 STATE CONTRACT MANAGER.....	19
4.5 STATE PROJECT MANAGER.....	19
4.6 STATE MEETINGS AND REPORTS .....	19
4.7 STATE-OWNED DOCUMENTS AND DATA.....	21
4.8 RECORDS RETENTION AND ACCESS REQUIREMENTS .....	21
4.9 ACCOUNTING REQUIREMENTS .....	22
<b>5. DELIVERABLES</b> .....	<b>22</b>
5.1 DELIVERABLES AND SERVICES.....	22
5.2 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE.....	22
5.3 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE .....	22
<b>6. SOFTWARE</b> .....	<b>23</b>
6.1 DRED CAMPING RESERVATION SYSTEM AND RETAIL MANAGEMENT SYSTEM LICENSES .....	23
6.2 DRED CAMPING RESERVATION SYSTEM AND RETAIL MANAGEMENT SYSTEM SUPPORT AND MAINTENANCE .....	23
<b>7. WARRANTY</b> .....	<b>23</b>
<b>8. SERVICES</b> .....	<b>23</b>
8.1 ADMINISTRATIVE SERVICES .....	23
8.2 IMPLEMENTATION SERVICES .....	23
8.3 TESTING SERVICES .....	23
8.4 TRAINING SERVICES .....	23
8.5 MAINTENANCE AND SUPPORT SERVICES .....	23
<b>9. WORK PLAN DELIVERABLE</b> .....	<b>23</b>

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2007-046 Contract-Statement of Work

Initial All Pages:

RAI Initials: CR

9/12/07

Statement of Work (SOW)

10. CHANGE CONTROL ..... 23

11. INTELLECTUAL PROPERTY ..... 23

    11.1 STATE'S BUSINESS..... 23

    11.2 RAI'S MATERIALS..... 23

    11.3 WWW COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS..... 23

    11.4 SURVIVAL..... 23

12. USE OF STATE'S INFORMATION, CONFIDENTIALITY ..... 23

    12.1 USE OF STATE'S INFORMATION..... 23

    12.2 STATE CONFIDENTIAL INFORMATION ..... 23

    12.3 RAI CONFIDENTIAL INFORMATION..... 23

    12.4 SURVIVAL..... 23

13. GENERAL PROVISIONS ..... 23

    13.1 CONDITIONAL NATURE OF CONTRACT..... 23

    13.2 COMPLIANCE BY RAI WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT  
    OPPORTUNITY..... 23

    13.3 REGULATORY/GOVERNMENT APPROVALS..... 23

    13.4 ACCESS/COOPERATION..... 23

    13.5 PERSONNEL..... 23

    13.6 DISPUTE RESOLUTION ..... 23

    13.7 TERMINATION..... 23

    13.8 FORCE MAJEURE..... 23

    13.9 RAI'S RELATION TO THE STATE..... 23

    13.10 ASSIGNMENT, DELEGATION AND SUBCONTRACTS..... 23

    13.11 INDEMNIFICATION ..... 23

    13.12 LIMITATION OF LIABILITY ..... 23

    13.13 INSURANCE ..... 23

    13.14 WAIVER IN EVENT OF DEFAULT ..... 23

    13.15 NOTICE..... 23

    13.16 AMENDMENT ..... 23

    13.17 CONSTRUCTION OF CONTRACT AND TERMS..... 23

    13.18 THIRD PARTIES ..... 23

    13.19 HEADINGS..... 23

    13.20 CONTRACT EXHIBITS..... 23

    13.21 SURVIVAL ..... 23

    13.22 ENTIRE CONTRACT ..... 23

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2007-046 Contract-Statement of Work

Initial All Pages:

RAI Initials: CR

9/12/07

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

**TERMS AND DEFINITIONS**

Capitalized terms used in the Contract shall have the meanings given below:

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Criteria	The criteria a product must meet to successfully complete a test phase or meet delivery requirements.
Agreement	A Contract duly executed and legally binding.
Certification or Certify	Written Certification (including, without limitation, test results as applicable) that ReserveAmerica, Inc. ("RAI") has completed development of the Deliverables and certified its readiness for applicable Acceptance Test and/or Review.
Change Control	Formal process for initiating changes to the proposed Solution or process once development has begun.
Change Order	Formal Documentation prepared for a proposed change in the Specifications.
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract	This agreement between the State of New Hampshire and ReserveAmerica, Inc., which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and RAI who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include, but not be limited to, processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Data	State's records, files, forms, Data and other documents or information that shall be used during the Contract Term.
Deficiencies, Deficiency, Defect	A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.  Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate

2007-046 Contract-Statement of Work

Initial All Pages:

RAI Initials: LR

9/12/07

## Statement of Work (SOW)

	<p>and require re-performance.</p> <p><b>Class B Deficiency</b> – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance.</p> <p><b>Class C Deficiency</b> – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance.</p>
Deliverables	Any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by RAI Vendor to the State under the Contract.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
Extended Term	Period of the Contract from the end of the initial Contract date through the end date of the new period set by the Contract amendment.
Governor and Executive Council (G&C)	The New Hampshire Governor and Executive Council.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from installation of the System to full operation, and includes without limitation, training, business and technical procedures, with changes as may be required throughout the project.
Key Project Staff	Personnel identified by the State and by RAI as essential to work on the Project, who are subject to change as set forth in the Contract.
Non-Exclusive Contract	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help, support, Services, other.

2007-046 Contract-Statement of Work

Initial All Pages:

RAI Initials: LR

9/12/07

Page 6 of 31

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
NTE	Not-to-Exceed
Notice to Proceed (NTP)	The State Contract Manager's direction to RAI to begin work on the Contract on a given date and time.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Order of Precedence	The order in which Contract/Documents preside in the event of a conflict or ambiguity.
Outdoor Recreation Management Suite (ORMS)	Outdoor Recreation Management Suite, RAI's core System used for all Database and application management relating to Reservation and Retail Management.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Team(s)	The group of State employees and RAI personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
Project Manager(s)	The persons identified in SOW Section 4.2.
Proposal	RAI's written Proposal submitted in response to RFP 2008-003.
Regression Test	Testing designed used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review Period	The period set for Review contained in the Work Plan for a Deliverable. If none is specified, then five (5) business days shall apply.
RFP (Request for Proposal)	Request For Proposal 2008-003
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities, subject to change with the mutual agreement of the parties hereto.
Services	The work or labor to be performed by RAI on the Project

2007-046 Contract-Statement of Work

Initial All Pages:

RAI Initials: LR

9/12/07

## Statement of Work (SOW)

	as described in the Contract.
Software	The Outdoor Recreation Suite (ORMS) Software including: Camping Reservation and Retail Management Software provided by RAI under the Contract.
Software License	Licenses provided to the State under this Contract, if any.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software, hardware, and Services, addressing the requirements and terms of the Specifications.
SOW	Statement of Work
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Resources and Economic Development 172 Pembroke Road Concord, NH 03302 Reference to the term "State" shall include applicable Agencies.
State Confidential Records	State's information, regardless of its form, that is not subject to public disclosure under applicable State and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A.
State Data	Any information contained within State Systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
State Project Leader	State's representative with regard to Project oversight.
State Project Manager (PM)	State's representative with regard to Project management and technical matters.
State WWW	Refers to the State's web site located at www.nh.gov.
Subcontractor	A person, partnership, or company subcontracted by RAI to perform under the Contract.
System	All Software, hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Test	A test, described in the Work Plan, executed to ensure

2007-046 Contract-Statement of Work

Initial All Pages:

RAI Initials: CR

9/12/07

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

	that all parts of the application that need to communicate or that have some relationship to each other work properly together.
Term	Period of the Contract from the Effective Date through October 31 <sup>st</sup> , 2011 with a four year renewal option ending October 31 <sup>st</sup> , 2015.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism.
Transition Services	Services and support provided when the contractor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the project. They create/develop test cases to confirm the system functions as designed. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development.
Warranty Period	A period of coverage in which RAI is responsible for providing a guarantee for products and Services delivered as defined in the contract.
Warranty Services	The Services to be provided during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Written Documentation (letter, report, manual, book, other) provided by RAI either in paper or electronic format.

2007-046 Contract-Statement of Work

Initial All Pages:

RAI Initials: CR

9/12/07

Statement of Work (SOW)

This Contract is by and between the State of New Hampshire ("State"), executed by the Office of Information Technology ("OIT") for the benefit of the Department of Resources and Economic Development ("DRED"), and ReserveAmerica, Inc., of Ballston Spa, New York, ("RAI"), having its principal place of business at 40 South Street, Ballston Spa, NY 12020.

RAI is offering the State the Outdoor Recreation Management Suite (ORMS) for the Department of Resources & Economic Development. ORMS will include a turnkey "real-time" camping reservation System, consumer Internet reservation Services via a New Hampshire "look and feel" site as well as through integration within www.ReserveAmerica.com, full Service call center with up to five (5) New Hampshire based representatives, and a integrated retail management Solution.

RECITALS

The State desires to have RAI provide an outdoor recreation management Service for the State parks under the oversight of the Department of Resources and Economic Development,

RAI wishes to provide an outdoor recreation management Service for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

- a. The Statement of Work
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Implementation Service
- g. Exhibit F Testing Services
- h. Exhibit G Maintenance and Support Services
- i. Exhibit H Requirements- Contractor Responses
- j. Exhibit I Work Plan
- k. Exhibit J Software License and related terms
- l. Exhibit K Warranty and Warranty Services
- m. Exhibit L Training Services
- n. Exhibit M Agency RFP with Addendums, by reference
- o. Exhibit N Contractor Proposal, by reference
- p. Exhibit O Certificate of Vote
- q. Exhibit P Certificate of Authority
- r. Exhibit Q Certificate of Insurance
- s. Exhibit R Performance Bond

2007-046-Contract-Statement of Work

Initial All Pages:

RAI Initials: CR

9/12/07

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

t. Exhibit S      Proposal Transmittal Form Letter

**1.2 Order of Precedence**

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. *The State of New Hampshire Terms and Conditions*, as Stated in Appendix G, Section G-4 of the RFP and the *General Contract Requirements*, as Stated in the RFP Section 6.
- b. State of New Hampshire, Department of Resources and Economic Development Contract 2008-003.
- c. RFP 2008-003 Camping Reservation System & Retail Management System dated April 18, 2007, with Addendums #1-3 incorporated.
- d. The RAI Proposal to RFP 2008-003 dated June 1, 2007.
- e. The IT Project Required Work Procedures, Section G-1 of the RFP

**1.3 Non-Exclusive, Not-to-Exceed Contract**

This is a Not-to-Exceed (NTE) Contract with price and term limitations as set forth in the Contract.

This is a Non-Exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services identified under this procurement.

RAI shall not be responsible for any delay, act, or omission of such other contractors, except that RAI shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of RAI.

**2. CONTRACT TERM**

**2.1 Term**

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through October 31, 2011. Upon Governor and Executive Council approval, the Term may be extended for additional periods of up to four years ("Extended Term") at the sole option of the State, subject to the parties, prior written agreement on applicable fees for each Extended Term, up to but not beyond October 31, 2015.

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2007-046 Contract-Statement of Work

Initial All Pages:

RAI Initials: CR

9/12/07

Statement of Work (SOW)

RAI shall commence work upon issuance of a Notice to Proceed by the State. If RAI commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of RAI and the State shall be under no obligation to pay RAI for any costs incurred or Services performed.

Time is of the essence in the performance of RAI's obligations under the Contract. In the event of delays in the issuance of the Notice to Proceed, the parties hereto agree to adjust Deliverables and Schedules as necessary, upon mutual agreement, to meet the priority needs of the State within time constraints.

**3. COMPENSATION**

**3.1 Contract Price**

The Contract price, method of payment, and terms of payment are identified in Contract Exhibit B: *Price and Payment Schedule*.

**4. CONTRACT MANAGEMENT**

The Project will require the coordinated efforts of a Project Team consisting of both RAI and State personnel. RAI shall provide all necessary resources to perform its obligations under the Contract. RAI shall be responsible for managing the Project to its successful completion.

**4.1 RAI Contract Manager**

RAI shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. RAI's Contract Manager is:

Seth Rosenberg  
President  
40 South Street, Ballston, NY 12020  
TEL: (800)-695-4636 x5599  
FAX: (905)-286-0371  
EMAIL: srosenberg@reserveamerica.com

**4.2 RAI Project Manager**

**4.2.1 Contract Project Manager**

RAI shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. RAI's selection of the RAI Project Manager shall be subject to the prior written approval of the State, which shall not be unreasonably withheld. The State's approval process may include, without limitation, at the State's discretion, review of the proposed RAI Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of RAI's Project Manager who,

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

in the sole judgment of the State, is found unacceptable to the State or is not performing to the State's satisfaction.

- 4.2.2** The RAI Project Manager shall have full authority to make binding decisions under the Contract, and shall function as RAI's representative for administrative and management matters related to the Implementation of the Outdoor Recreation Management System. RAI's Project Manager shall manage the performance of RAI's duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I: *Work Plan*. The RAI Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours, or, within a reasonable amount of time as the situation dictates, to inquiries from the State, and be at the site as needed. The RAI Project Manager must work diligently and use his/ her best efforts on the Project. The RAI Project Manager must be qualified to perform the obligations required of the position under the Contract.
- 4.2.3** RAI shall not change its assignment of the RAI Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the RAI Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the RAI Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference checks described above in SOW Section 4.2.1: *Contract Project Manager*. RAI shall assign a replacement RAI Project Manager within ten (10) business days of the departure of the prior RAI Project Manager, and RAI shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim RAI Project Manager.
- 4.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare RAI in default and pursue its remedies at law and in equity, if RAI fails to assign a RAI Project Manager meeting the requirements and terms of the Contract and such failure continues for more than 30 days following RAI's receipt of written notice thereof from the State.
- 4.2.5** The RAI Project Manager is:

Jeff McGroarty  
Project Manager  
40 South Street, Ballston, NY 12020  
TEL: (800)-695-4636

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2007-046 Contract-Statement of Work

Initial All Pages:

RAI Initials:   JR  

9/12/07

Statement of Work (SOW)

FAX: (905)-286-0371

EMAIL: jmcgroarty@reserveamerica.com

4.3 RAI Key Project Staff

- 4.3.1 RAI shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Outdoor Recreation Management Service meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference checks on the RAI Key Project Staff. The State reserves the right to require removal or reassignment of RAI's Key Project Staff who are found unacceptable to the State.
- 4.3.2 RAI shall not change any RAI Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of RAI Key Project Staff will not be unreasonably withheld. The replacement RAI Key Project Staff shall have comparable or greater skills than the RAI Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference checks described above in SOW Section 4.2.1: *Contract Project Manager*.
- 4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare RAI in default and to pursue its remedies at law and in equity, if RAI fails to assign Key Project Staff meeting the requirements and terms of the Contract and such failure continues for more than 30 days following RAI's receipt of written notice thereof from the State.

4.3.3.1 RAI Key Project Staff shall consist of the following individuals in the roles identified below:

Key Members of the RAI Team are:

<u>Key Member(s)</u>	<u>Title</u>
Jeff McGroarty	Project Manager/Manager of Implementation
Julie Hand	Project Director
Mary Beth St. Denis	Call Center Manager
Greg Collett	Systems Architect
Frank Helwig	Vice President of Product Management
David Dutch	Executive Vice President of Information Technology

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

Annette Hatch

Principal Ongoing Liaison/Client Services Manager

Susan Grant

Director of Client Services

**4.4 State Contract Manager**

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

Amy Bassett  
NH Department of Resources and Economic Development  
172 Pembroke Road  
Concord, NH 03302  
TEL: (603) 271-3556  
FAX: (603) 271-3553  
EMAIL: abassett@dred.State.nh.us

**4.5 State Project Manager**

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

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

The State Project Manager is:

Amy Bassett  
NH Department of Resources and Economic Development  
172 Pembroke Road  
Concord, NH 03302  
TEL: (603) 271-3556  
FAX: (603) 271-3553  
EMAIL: abassett@dred.State.nh.us

**4.6 State Meetings and Reports**

The State believes that effective communication and reporting is essential to Project success. Project meetings shall be held and reports shall be provided as set forth in Contract Exhibit D: *Administrative Services*.

**4.6.1 Meetings**

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2007-046 Contract-Statement of Work

Initial All Pages:

RAI Initials: ER

9/12/07

Statement of Work (SOW)

RAI shall participate in meetings as set forth in Contract Exhibit D: *Administrative Services*, herein.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

**4.6.2. Status Reports**

RAI shall provide status reports as set forth in Contract Exhibit D: *Administrative Services*, herein.

**4.7 State-Owned Documents and Data**

RAI shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon termination of the Contract, RAI shall turn over all State-Owned Documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

**4.8 Records Retention and Access Requirements**

RAI shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention.

RAI and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. RAI and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including all appeals.

Upon prior notice and subject to reasonable timeframes, all such records shall be subject to inspection, examination, audit and copying by State and federal officials. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals. RAI shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the RAI's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**4.9 Accounting Requirements**

RAI shall maintain an accounting System in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting System.

Statement of Work (SOW)

5. DELIVERABLES

5.1 Deliverables and Services

RAI shall provide the State with the Deliverables and Services required under this Contract, and as more fully set forth herein and in Contract Exhibit A: *Contract Deliverables*.

5.2 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from RAI that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify RAI in writing of its Acceptance or rejection of the Deliverable within 10 business days of the State's receipt of RAI's Written Certification. If the State rejects the Deliverable, the State shall notify RAI of the nature and class of the Deficiency and RAI shall correct the Deficiency within the period identified in the Work Plan. If no period for RAI's correction of the Deliverable is identified, RAI shall correct the Deficiency in the Deliverable within five (5) business days, or, if the Deficiency will take more than five (5) business days to correct, will provide the State with a plan of action that includes the estimated date of Deficiency correction. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify RAI of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If RAI fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require RAI to continue until the Deficiency is corrected, or immediately terminate the Contract, declare RAI in default, and pursue its remedies at law and in equity.

5.3 System/Software Testing and Acceptance

System and Software Testing and Acceptance shall be performed as set forth in the Test Plan and Contract Exhibit F: *Testing Services*.

6. SOFTWARE

6.1 DRED Camping Reservation System and Retail Management System Licenses

RAI shall provide the State with Outdoor Recreation Management Suite (ORMS) Software Licenses and Documentation set forth in Contract Exhibit J: *Software License and Related Terms*.

6.2 DRED Camping Reservation System and Retail Management System Support and Maintenance

RAI shall provide the State with Outdoor Recreation Management Suite (ORMS) System support and maintenance Services set forth in Contract Exhibit G: *Maintenance and Support Services*.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

**7. WARRANTY**

RAI shall provide the Warranties and Warranties Services set forth in Contract Exhibit K: *Warranty and Warranty Services.*

**8. SERVICES**

RAI shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

**8.1 Administrative Services**

RAI shall provide the State with the Administrative Services set forth in Contract Exhibit D: *Administrative Services.*

**8.2 Implementation Services**

RAI shall provide the State with the Implementation Services set forth in Contract Exhibit E: *Implementation Services.*

**8.3 Testing Services**

RAI shall perform Testing Services for the State set forth in, Contract Exhibit F: *Testing Services.*

**8.4 Training Services**

RAI shall provide the State with Training Services set forth in Contract Exhibit L: *Training Services.*

**8.5 Maintenance and Support Services**

RAI shall provide the State with Maintenance and Support Services for the Software set forth in Contract Exhibit G: *System Maintenance and Support.*

**9. WORK PLAN DELIVERABLE**

RAI shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan.* RAI shall update the Work Plan as necessary, but no less than bi-weekly, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan.* The updated Contract Exhibit I: *Work Plan,* as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve RAI from liability to the State for damages resulting from RAI's failure to

Statement of Work (SOW)

perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule, unless and to the extent such Schedule delays are due to actions or inactions of the State. In the event of any delay in the Schedule, RAI must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of RAI or the State causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. In the event additional time is required by RAI to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from RAI's failure to fulfill its obligations under the Contract.

**10. CHANGE CONTROL**

The State may request changes or revisions within the scope of the Contract at any time by written Change Order. Within five (5) business days of RAI's receipt of a Change Order, RAI shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan. RAI shall be deemed to have rejected the Change Order if the parties are unable to reach agreement in writing.

RAI may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to RAI's requested Change Order within five (5) business days. The State shall be deemed to have rejected the Change Order if the parties are unable to reach agreement in writing.

All Change Orders shall be subject to the Contract amendment process, as determined to apply by the State.

**11. INTELLECTUAL PROPERTY**

**11.1 State's Business**

The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with RAI. The State may not re-license, rent or lease the Software or use the Software for third-party training, commercial time-sharing, or Service bureau use.

**11.2 RAI's Materials**

Subject to the provisions of this Contract, RAI may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, RAI shall not distribute any products containing or disclose any State Confidential Information. RAI shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by RAI employees or third party consultants engaged by RAI.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

The parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination Data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

**11.3 WWW Copyright and Intellectual Property Rights**

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

For the purpose of this Contract, the State WWW site refers to www.nh.gov.

**11.4 Survival**

This SOW Section 11: *Intellectual Property* shall survive the termination of the Contract.

**12. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**12.1 Use of State's Information**

In performing its obligations under the Contract, RAI may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). RAI shall not use the State Confidential Information except as directly connected to and necessary for RAI's performance under the Contract, unless otherwise permitted under the Contract.

**12.2 State Confidential Information**

RAI shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to RAI in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. RAI shall immediately notify the State if any request, subpoena or other legal process is served upon RAI regarding the State Confidential Information, and RAI shall cooperate with the State in any effort the State

Statement of Work (SOW)

undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized release of State Confidential Information, RAI shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**12.3 RAI Confidential Information**

Insofar as RAI seeks to maintain the confidentiality of its Confidential Information, RAI must clearly identify in writing all information it claims to be confidential. Notwithstanding the foregoing, the State acknowledges that RAI considers the Software and Documentation to be Confidential Information. RAI acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by RAI as confidential, the State shall notify RAI and specify the date the State will be releasing the requested information. At the request of the State, RAI shall cooperate and assist the State with the collection and review of RAI's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be RAI's sole responsibility and at RAI's sole expense. If RAI fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to RAI, without any liability to RAI.

**12.4 Survival**

This SOW Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

**13. GENERAL PROVISIONS**

**13.1 Conditional Nature of Contract**

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, RAI shall have the right to discontinue the Services provided hereunder until such funds become available, if ever, and each of the State and RAI shall have the right to terminate the Contract immediately upon giving the other notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in block 1.5: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

**13.2 Compliance by RAI with Laws and Regulations: Equal Employment Opportunity**

- 13.2.1 In connection with the performance of the Contract, RAI shall comply with all statutes, laws, regulations, orders of federal, State, county or municipal authorities which impose any obligation or duty upon RAI, including, but not limited to, civil rights and equal opportunity laws. RAI shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract.
- 13.2.2 During the Term of the Contract, RAI shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and shall take affirmative action to prevent such discrimination.
- 13.2.3 If the Contract is funded in any part by monies of the United States, RAI shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to implement these regulations. RAI further agrees to permit the State or United States, access to any of RAI's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

**13.3 Regulatory/Government Approvals**

RAI shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

**13.4 Access/Cooperation**

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide RAI with access to program files, libraries, personal computer-based Systems, Software packages, network Systems, security Systems, and hardware.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions necessary to allow RAI to perform its obligations under the Contract.

**13.5 Personnel**

- 13.5.1 The performance of RAI's obligations under the Contract shall be carried out by RAI. RAI shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform RAI's obligations under the Contract.

Statement of Work (SOW)

13.5.2 RAI shall not hire, and shall permit no Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform its obligations under the Contract, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

13.5.3 The Commissioner of the Department of Resources and Economic Development or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Commissioner's decision shall represent the final position of the State.

13.6 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	ReserveAmerica, Inc	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Jeff McGroarty Project Manager	Amy Bassett Advertising Specialist	5 Business Days
First	Julie Hand, Director of Implementation & Product Support	Gail Wolek Deputy Director	10 Business Days
Second	Seth Rosenberg, President	George M. Bald, Commissioner	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party.

13.7 Termination

13.7.1 Termination for Default

Unless otherwise provided in the Contract, the State shall provide RAI written notice of default, and RAI must cure the default within thirty (30) days ("Cure Period") of

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

its receipt of the notice of default. If RAI fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare RAI in default, and pursue its remedies at law or in equity, or both.

13.7.1.1 In the event the State declares RAI in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

13.7.1.1.1 Set off against any other obligations the State may owe to RAI under this Contract;

13.7.1.1.2 Procure Services that are the subject of the Contract from another source, and RAI shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs, all of which shall be subject to the limitation of liability set forth in this Contract; and

13.7.1.1.3 Treat the Contract as breached and pursue its remedies at law or in equity, or both.

13.7.1.2 In the event of default by the State, RAI shall provide the State with written notice of default, and the State shall cure the default within sixty (60) days of its receipt of the notice of default, unless otherwise extended by RAI. If the State fails to cure the default within the cure period, RAI may, at its sole discretion, terminate the Contract, declare the State in default, and pursue its remedies at law or in equity, or both.

13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

**13.7.2 Termination for Convenience**

13.7.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to RAI. In the event of a termination for convenience, the State shall pay RAI the agreed upon price, if separately Stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services provided prior to the date of termination for which no separate price is Stated under the Contract shall be paid, in whole or in part, generally in

Statement of Work (SOW)

accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

13.7.2.2 During the thirty (30) day period, RAI shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.7.3 Termination for Conflict of Interest

13.7.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists. In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance. The State shall pay all other contracted payments that would have become due and payable if RAI did not know, or reasonably did not know, of the conflict of interest.

13.7.2.2 In the event the Contract is terminated as provided above and RAI knew or reasonably should have known of such a conflict and did not notify State of such conflict, the State shall be entitled to declare RAI in default, and to pursue remedies available at law and in equity.

13.7.4 Termination Procedure

13.7.4.1 After receipt of a notice of termination, and except as otherwise directed by the State, RAI shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this SOW Section;
- c. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of RAI and in which the State has an interest;
- d. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

property which is required to be furnished to the State and which has been accepted or requested by the State; and

- e. Provide written Certification to the State that the RAI has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonable requested by the State at no additional cost.

**13.8 Force Majeure**

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

**13.9 RAI's Relation to the State**

In the performance of the Contract, RAI is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither RAI nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

**13.10 Assignment, Delegation and Subcontracts**

**13.10.1** RAI shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld.

**13.10.2** RAI shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall: not relieve RAI of any of its obligations under the Contract; not affect any remedies available to the State against RAI that may arise from any event of default; and the State shall consider RAI to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

Statement of Work (SOW)

13.10.3 Notwithstanding the foregoing, nothing herein shall prohibit RAI from assigning the Contract to the successor of all or substantially all of the assets or business of RAI provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that RAI should change ownership, as permitted under this SOW Section 13.10.3, the State shall have the option to continue under the Contract with RAI, its successors or assigns for the full remaining Term of the Contract; continue under the Contract with RAI, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to RAI, its successors or assigns.

**13.11 Indemnification**

13.11.1 RAI shall indemnify, defend and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, to the extent on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of RAI, its personnel or agents in connection with RAI's performance of the Contract.

13.11.2 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

**13.11.3 Survival**

This SOW Section 13.11, *Indemnification*, shall survive termination of this Agreement.

**13.12 Limitation of Liability**

**13.12.1 State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to RAI shall not exceed 2X times the total Contract price set forth in SOW Section 1.8 of the General Provisions form (Page 1).

**13.12.2 The Contractor**

Subject to applicable laws and regulations, in no event shall RAI be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and RAI's liability to the State shall not exceed two times (2X) the total Contract price set forth in SOW Section 1.8 of the General Provisions form (Page 1). Notwithstanding the foregoing, the limitation of liability in this SOW Section

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Statement of Work (SOW)**

13.12.2 shall not apply to RAI's indemnification obligations set forth in SOW Section 13.11: *Indemnification* and confidentiality obligations in SOW Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

**13.12.3 State's Immunity**

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

**13.12.4 Survival**

This SOW Section 13.12: *Limitation of Liability* shall survive termination or Contract Conclusion.

**13.13 Insurance**

**13.13.1 RAI Insurance Requirement**

RAI shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

**13.14 Waiver in Event of Default**

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of RAI.

**13.15 Notice**

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO RAI:

TO STATE:

---

2008- 003 Contract-Statement of Work

Initial All Pages:

RAI's initials:     *cm*    

9/12/07

Page 29 of 31

## Statement of Work (SOW)

ReserveAmerica Inc  
 Attn: Seth Rosenberg  
 40 South St  
 Ballston Spa, NY  
 12020  
 Tel: (800) 695-4636 Ex 5599

State of New Hampshire  
 Department of Resources and Economic  
 Development  
 172 Pembroke Road  
 Concord, NH 03302  
 Tel: (603) 271-3556

**13.16 Amendment**

The Contract may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**13.17 Construction of Contract and Terms**

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

**13.18 Third Parties**

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

**13.19 Headings**

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

**13.20 Contract Exhibits**

The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

**13.21 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information, Confidentiality* and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM

Statement of Work (SOW)

13.22 Entire Contract

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings.

**Exhibit A  
Contract Deliverables**

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

ReserveAmerica, Inc shall provide the State with access to the Outdoor Recreation Management Suite (ORMS) which will meet and perform in accordance with the Specifications as per ReserveAmerica's Proposal.

Prior to the commencement of work on Non-Software and Written Deliverables, ReserveAmerica, Inc shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

**2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

**2.2 Implementation Schedule – Activities / Deliverables / Milestones**

**RESERVATION/CAMPING**

Dates are subject to change as mutually agreeable to the State and ReserveAmerica

Number	Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date
1	Conduct Project Kickoff Meeting	Non-Software	Oct 29 <sup>th</sup> , 2007 – Nov 2 <sup>nd</sup> , 2007
2	Status Meetings	Non-Software	Oct 29 <sup>th</sup> ongoing to close of project
3	Project Work Plan	Written	Oct 29 <sup>th</sup> , 2007
4	Initiation Phase	Written	Oct 29 <sup>th</sup> , 2007
5	Configuration Phase	Written	Oct 17 <sup>th</sup> , 2007 – May 5 <sup>th</sup> , 2008
6	Hardware as specified in Exhibit B	Non - Software	Nov 13 <sup>th</sup> , 2007 – Mar 31, 2008
7	Implementation Phase	Written	Oct 17 <sup>th</sup> , 2007 – May 16 <sup>th</sup> , 2008
8	Conduct Unit and System Testing	Non-Software	n/a
9	Conduct Integration Testing	Written	n/a

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Exhibit A  
Contract Deliverables**

10	System Acceptance Testing	Written	Jan 14 <sup>th</sup> , 2008 – Feb 1 <sup>st</sup> , 2008
11	Conduct Training	Written	Jan 23 <sup>rd</sup> , 2008 – May 2 <sup>nd</sup> , 2008
12	Implementation Cutover to New Software	Non-Software	Feb 6, 2008 for Call Center and Internet Reservations; April 14 <sup>th</sup> , 2008 – May 16 <sup>th</sup> , 2008 for Field Systems
13	All Software System Documentation	Written	n/a
14	Implementation Project Close Out	Written	May 23 <sup>rd</sup> , 2008
15	Reservations and Retail Management with Maintenance and Support	Non – Software	Commences Feb 6 <sup>th</sup> , 2008

**POS/RETAIL**

Dates are subject to change as mutually agreeable to the State and ReserveAmerica

Number	Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date
1	Conduct Project Kickoff Meeting	Non-Software	Nov 7 <sup>th</sup> , 2007
2	Status Meetings	Non-Software	Nov 7 <sup>th</sup> , 2007 until Project Close Out
3	Project Work Plan	Written	Nov 7 <sup>th</sup> , 2007
4	Initiation Phase	Written	Nov 7 <sup>th</sup> , 2007
5	Configuration Phase	Written	Nov 15 <sup>th</sup> , 2007 – May 9 <sup>th</sup> , 2008
6	Hardware as specified in Exhibit B	Non - Software	Nov 15 <sup>th</sup> , 2007 – Dec 15 <sup>th</sup> , 2007
7	Implementation Phase	Written	Nov 7 <sup>th</sup> , 2007 – June 27, 2008
8	Conduct Unit and System Testing	Non-Software	n/a
9	Conduct Integration Testing	Written	n/a
10	System Acceptance Testing	Written	May 7 <sup>th</sup> , 2008 – April 8 <sup>th</sup> , 2008

2008-003 Exhibit A Contract Deliverables

Initial All Pages:

RAI Initials CR

9/12/07

Page 2 of 3

**Exhibit A  
Contract Deliverables**

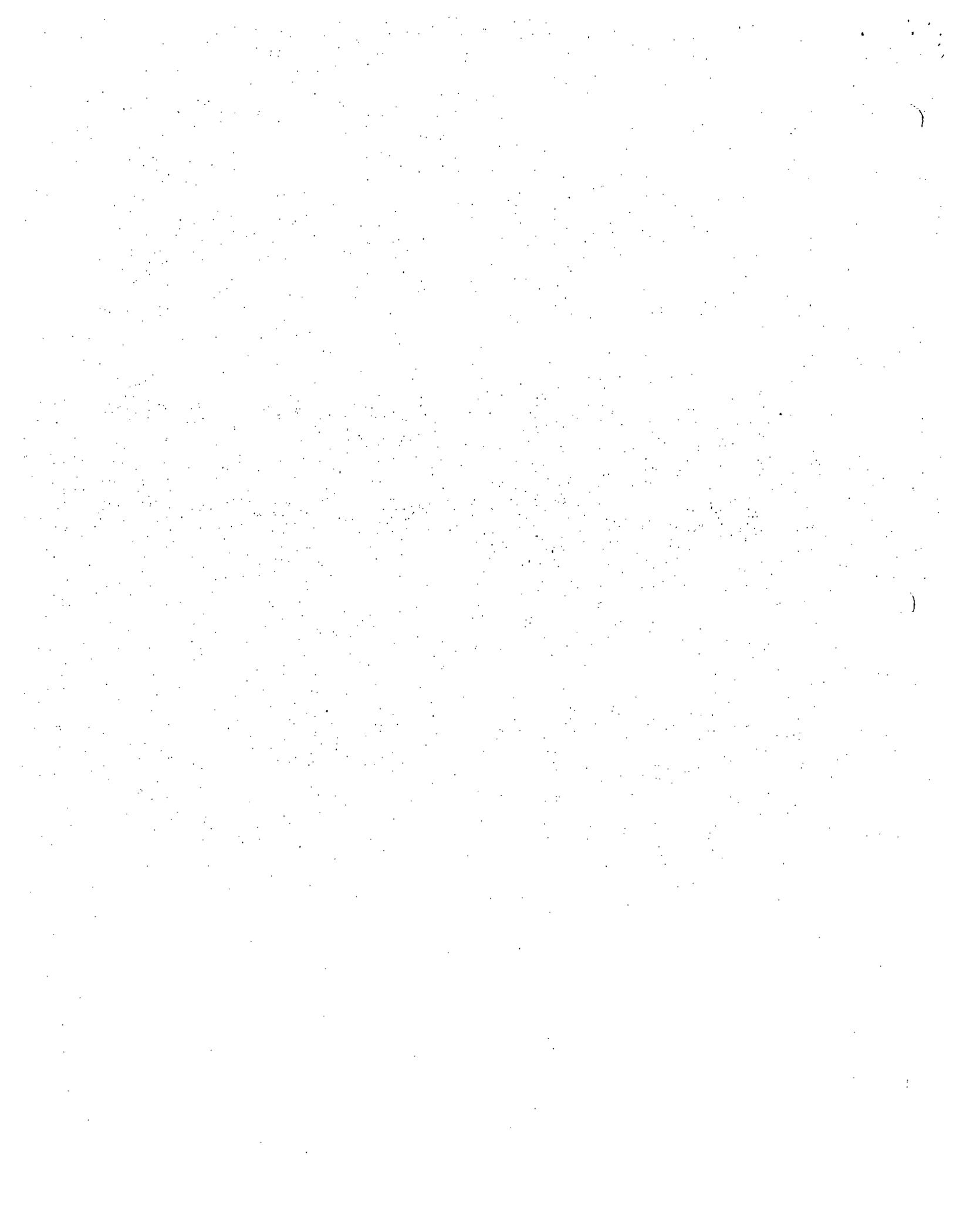
11	Conduct Training	Written	April 14 <sup>th</sup> , 2008 - May 30, 2008
12	Implementation Cutover to New Software	Non-Software	April 28 <sup>th</sup> , 2008 - June 6 <sup>th</sup> , 2008
13	All Software System Documentation	Written	n/a
14	Implementation Project Close Out	Written	June 27 <sup>th</sup> , 2008
15	Reservations and Retail Management with Maintenance and Support	Non - Software	Commences April 28 <sup>th</sup> , 2008

**3. TRAINING DELIVERABLES**

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

**4. SOFTWARE LICENSES**

Software Licenses for COTS are set forth in Contract Exhibit J: *COTS Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.



**DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Exhibit B**

**Price and Payment Schedule**

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Not to Exceed**

This is a Not to Exceed (NTE) Contract totaling \$351,380.00 for the period between the Effective Date through October 31<sup>st</sup>, 2011 (with the option of extended for four (4) years until October 31<sup>st</sup>, 2015 at the discretion of the State). Transactions fees will be directly charged to customers by ReserveAmerica, Inc., as shown in Table 3. ReserveAmerica, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow ReserveAmerica, Inc. to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

**RESERVATION/CAMPING**

Dates in Table 1 are subject to change as mutually agreeable to the State and ReserveAmerica

Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Conduct Project Kickoff Meeting	Non-Software	Oct 29 <sup>th</sup> , 2007 - Nov 2 <sup>nd</sup> , 2007	n/a
2	Status Meetings	Non-Software	Oct 29 <sup>th</sup> ongoing to close of project	n/a
3	Project Work Plan	Written	Oct 29 <sup>th</sup> , 2007	n/a
4	Initiation Phase	Written	Oct 29 <sup>th</sup> , 2007	n/a
5	Configuration Phase	Written	Oct 17 <sup>th</sup> , 2007 - May 5 <sup>th</sup> , 2008	n/a
6	Hardware as Specified in Table 3.	Non - Software	Nov 13 <sup>th</sup> , 2007 - Mar 31, 2008	As per this Exhibit B, within 30 days of receipt of hardware by the State
7	Implementation Phase	Written	Oct 17 <sup>th</sup> , 2007 - May 16 <sup>th</sup> , 2008	n/a
8	Conduct Unit and System Testing	Non-Software	n/a	n/a

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**  
**Exhibit B**  
**Price and Payment Schedule**

9	Conduct Integration Testing	Written	n/a	n/a
10	System Acceptance Testing (UAT)	Written	Jan 14 <sup>th</sup> , 2008 - Feb 1 <sup>st</sup> , 2008	n/a
11	Conduct Training	Written	Jan 23 <sup>rd</sup> , 2008 - May 2 <sup>nd</sup> , 2008	n/a
12	Implementation Cutover to New Software	Non-Software	Feb 6, 2008 for Call Center and Internet Reservations	Transaction fees (and associated credit card costs) as per this Exhibit B.
13	All Software System Documentation	Written	n/a	n/a
14	Implementation Project Close Out	Written	May 23 <sup>rd</sup> , 2008	n/a
15	Reservation and Retail Management Services with Support and Maintenance	Non - Software	Commences Feb 6 <sup>th</sup> , 2008	n/a

**POS/RETAIL**

Dates in Table 1A are subject to change as mutually agreeable to the State and ReserveAmerica

Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Conduct Project Kickoff Meeting	Non-Software	Nov 7 <sup>th</sup> , 2007	n/a
2	Status Meetings	Non-Software	Nov 7 <sup>th</sup> , 2007 until Project Close Out	n/a
3	Project Work Plan	Written	Nov 7 <sup>th</sup> , 2007	n/a
4	Initiation Phase	Written	Nov 7 <sup>th</sup> , 2007	n/a
5	Configuration Phase	Written	Nov 15 <sup>th</sup> , 2007 - May 9 <sup>th</sup> , 2008	\$55,000 within 30 days of Nov. 15.
6	Hardware as Specified in Table 3.	Non - Software	Nov 15 <sup>th</sup> , 2007 - Dec 15 <sup>th</sup> , 2007	As per this Exhibit B, within 30 days

Exhibit B  
Price and Payment Schedule

				of receipt of hardware by the State
7	Implementation Phase	Written	Nov. 7 <sup>th</sup> , 2007 - June 27, 2008	n/a
8	Conduct Unit and System Testing	Non-Software	n/a	n/a
9	Conduct Integration Testing	Written	n/a	n/a
10	System Acceptance Testing (UAT)	Written	May 7 <sup>th</sup> , 2008 - April 8 <sup>th</sup> , 2008	n/a
11	Conduct Training	Written	April 14 <sup>th</sup> , 2008 - May 30, 2008	n/a
12	Implementation Cutover to New Software	Non-Software	April 28 <sup>th</sup> , 2008 - June 6 <sup>th</sup> , 2008	\$485 per workstation as per this Exhibit B, within 30 days of instillation
13	All Software System Documentation	Written	n/a	n/a
14	Implementation Project Close Out	Written	June 27 <sup>th</sup> , 2008	n/a
15	Reservation and Retail Management Services with Support and Maintenance	Non - Software	Commences April 28 <sup>th</sup> , 2008	n/a

Software	SW Access Fee	Hosting Costs (Includes Support and Maintenance)				
		Year				
		SFY 8	SFY 9	SFY 10	SFY 11	Total
Retail Inventory Management	\$55,000.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00
Retail Inventory Access Fee			\$9,000.00	\$9,000.00	\$9,000.00	\$27,000.00
POS Front End Per WorkStation	\$485.00	\$20,370.00	\$20,370.00	\$25,220.00	\$25,220.00	\$91,180.00

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM  
Exhibit B  
Price and Payment Schedule

Total Hosting Cost	\$75,370.00	\$29,370.00	\$34,220.00	\$34,220.00	\$173,180.00
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Exhibit B

Price and Payment Schedule

Table 3 - ReserveAmerica, Inc. Hardware Pricing Table					
Description	SFY 2008	SFY 2009	SFY 2010	SFY 2011	Total
Workstation (44 units)	\$118,800.00	\$0.00	\$16,200.00	\$0.00	\$135,000.00
	Lenovo ThinkCenters M55 (or equivalent model as available at time of purchase) 5 year next business day support and warranty 17" LCD Monitor Analog Black, MultiBurner Enhanced Drive 56K V.90 modem, Cash Drawer Interface Cable, USB 2.0 Cable, 200 Cash Drawer Stainless, CD-S500 Dot Matrix, Handheld Barcode Scanner, Minimag Swipe Reader \$2,700 Per PC "set up", (same pricing as provided in Proposal)				
Laptop (10 units)	\$27,000.00	\$0.00	\$16,200.00	\$0.00	\$43,200.00
	Lenovo Thinkpads T60 T2300E (or equivalent model as available at time of purchase) 5 Year 9x5 Next Business Day support 512MB PC2-5300; Multi Burner Enhanced Drive; Optical wheel mouse black; Cash Drawer Interface Cable; USB 2.0 Cable; 200 Cash Drawer Stainless; CD S500 Dot Matrix Handheld Barcode Scanner; Minimag Swipe Reader \$2,700 Per laptop "set up".				
<b>Total Hardware Cost</b>	<b>\$145,800.00</b>	<b>\$0.00</b>	<b>\$32,400.00</b>	<b>\$0.00</b>	<b>\$178,200.00</b>

\*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM**

**Exhibit B**

**Price and Payment Schedule**

Table 4 - ReserveAmerica, Inc. Rates Pricing Worksheet (Hourly Rates)					
Fiscal Year	SFY 2008 7/1/2007- 6/30/2008	SFY 2009 7/1/2008- 6/30/2009	SFY 2010 7/1/2009- 6/30/2010	SFY 2011 7/1/2010- 6/30/2011	SFY 2012 7/1/2011- 6/30/2012
Development	\$250.00 per hour	\$250.00 per hour	\$250.00 per hour	\$300.00 per hour	\$300.00 per hour

ReserveAmerica, Inc. charges for custom development work that may be requested by the State which is out of the Scope of Work. If applicable for custom Software Development/change order work for the State, ReserveAmerica, Inc. will charge the above.

Table 5 - ReserveAmerica, Inc. Rates Pricing Worksheet (Transaction Fees)					
Fiscal Year	SFY 2008	SFY 2009	SFY 2010	SFY 2011	SFY 2012
ORMS - Camping	\$8.75	\$8.75	\$9.25	\$9.25	\$9.25

ReserveAmerica, Inc. shall provide a fully hosted system supported only by transaction fees. No fees for the Reservation Service will be invoiced or accrued until the Reservation System is "Live" and actively performing transactions. Credit card transaction, processing, real time and other fees associated with payment by credit card are not considered part of the hosted system and will be the responsibility of DRED.

ReserveAmerica, Inc. will collect all related Campground reservation site fees on behalf of the State as well as the transactions fees listed in Table 5. ReserveAmerica, Inc. will pay the State all of the fees collected minus the transaction fees and credit card transaction associated fees on a monthly basis.

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$351,380.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ReserveAmerica, Inc for all fees and expenses, of whatever nature, incurred by ReserveAmerica, Inc. in the performance hereof. ReserveAmerica, Inc. Transactions fees will be directly charged to customers by ReserveAmerica, Inc., as shown in Table 3. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

# DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM

## Exhibit B

### Price and Payment Schedule

#### 3. INVOICING

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. Upon acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:  
Accounts Payable  
Department of Resources and Economic Development  
Division of Parks and Recreation  
PO Box 1856  
Concord NH 03302

#### 4. PAYMENT ADDRESS

All payments shall be sent to the following address:

ReserveAmerica NY Inc.  
Attn: Joy Boire  
40 South St.  
Ballston Spa, NY  
12020

#### 5. OVERPAYMENTS TO RESERVEAMERICA, INC.

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

#### 6. CREDITS

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

#### 7. PROJECT HOLDBACK

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

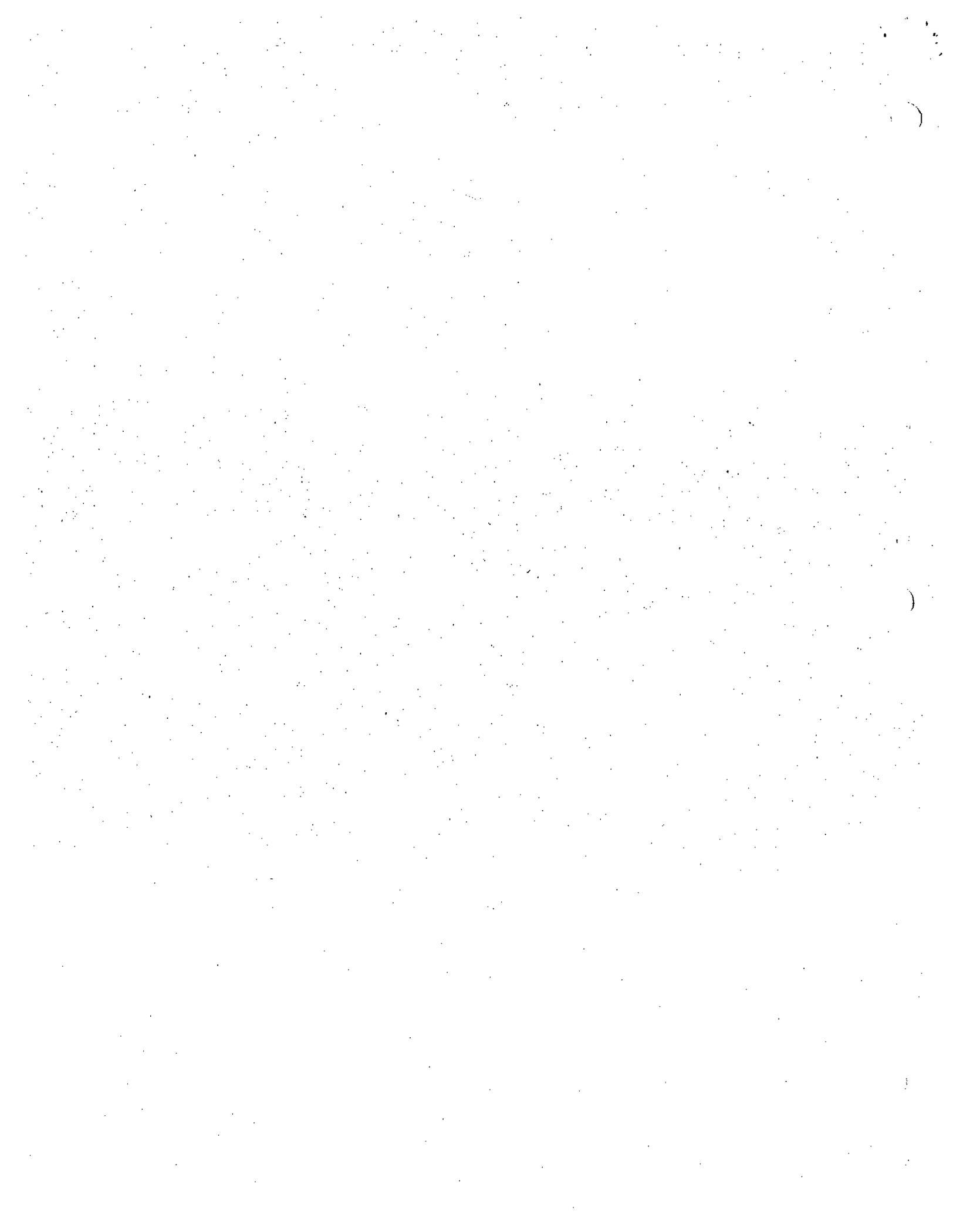
#### 8. RIGHT TO OFFSET

The State reserves the right to offset from any amounts otherwise payable to ReserveAmerica, Inc. under the Contract those liquidated amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.



**Exhibit C**  
**Special Provisions**

*There are no special provisions.*



**CERTIFICATE**

(Corporation)

I, Chris Riley, (Officer Title) Secretary of ReserveAmerica Inc., do hereby certify that:

- (1) I am the duly elected and acting Secretary of ReserveAmerica Inc., a Delaware corporation (the "Corporation");
- (2) I maintain and have custody of and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates;
- (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation by written resolution of the said Board of Directors on the 12<sup>th</sup> day of September, 2007, which meeting was duly held in accordance with Delaware law and the by-laws of the Corporation:

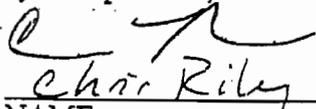
RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Office of Information Technology, providing for the performance by the Corporation of certain maintenance services, and that Seth Rosenberg, President, be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as he may deem necessary, desirable or appropriate to accomplish the same;

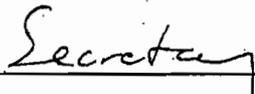
RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

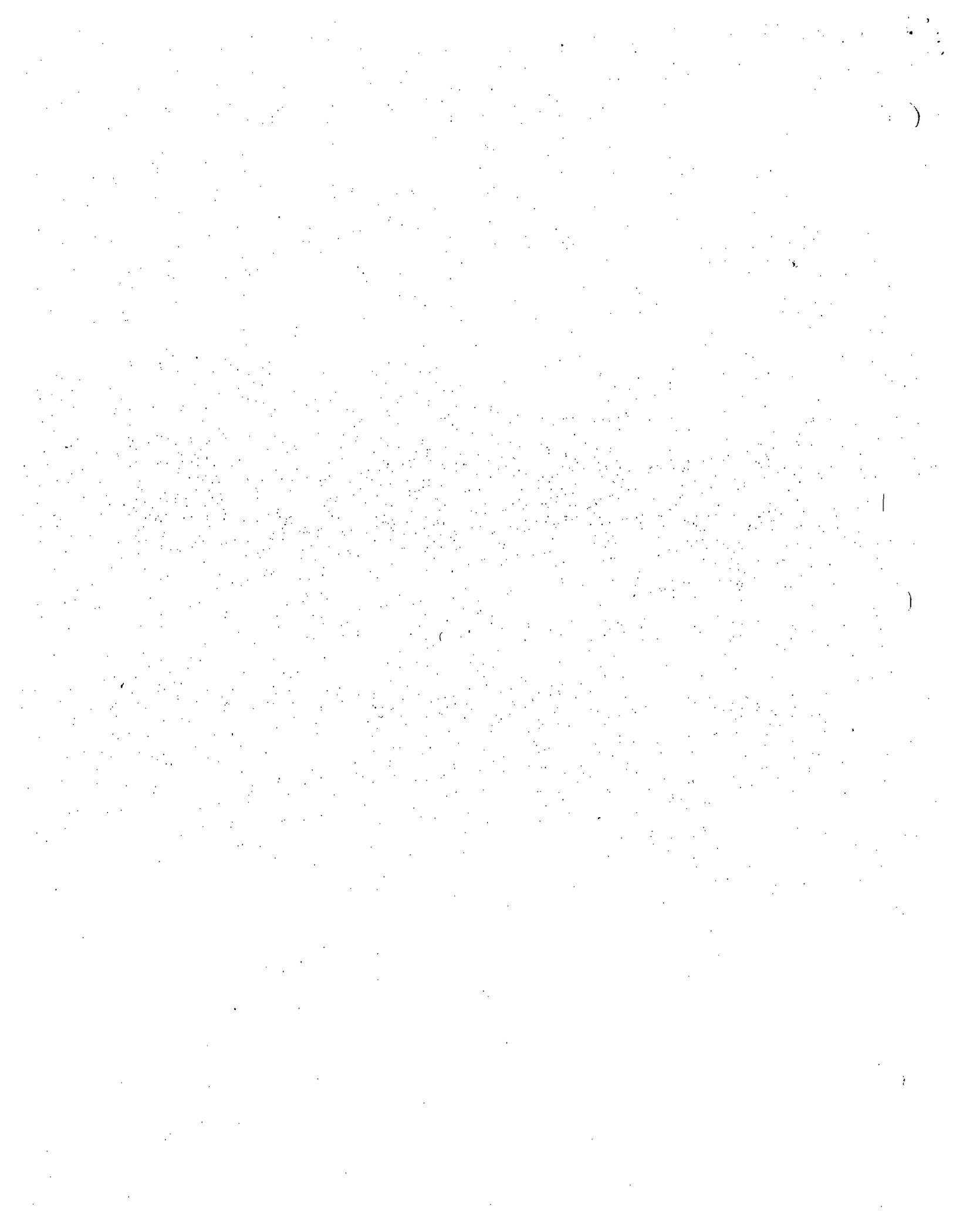
The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person has been duly elected and now occupy the office(s) indicated below

(OFFICER NAME) Seth Rosenberg	(TITLE) President
(OFFICER NAME) Chris Riley	(TITLE) Senior Vice President, Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 12th day of September, 2007.

  
 \_\_\_\_\_  
 NAME

  
 \_\_\_\_\_  
 TITLE



STATE OF California  
COUNTY OF Los Angeles

On this the 12<sup>th</sup> day of September, 2007, before me, Chris Riley, the undersigned Officer, personally appeared and acknowledged ~~he~~ himself to be the Secretary, of ReserveAmerica Inc., and that he, as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

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

Melani Dizon Verano, Notary Public  
Notary Public/Justice of the Peace

My Commission Expires: January 10, 2009

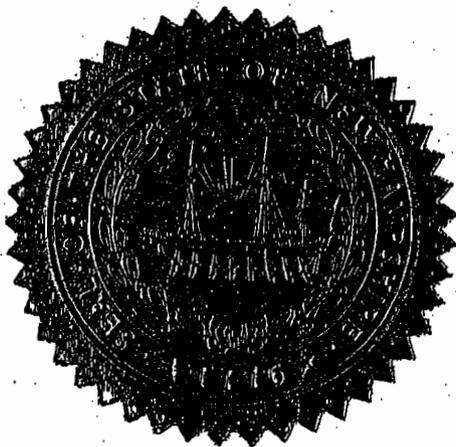




# Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RESERVEAMERICA INC., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on September 18, 2007. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18<sup>th</sup> day of September, A.D. 2007

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

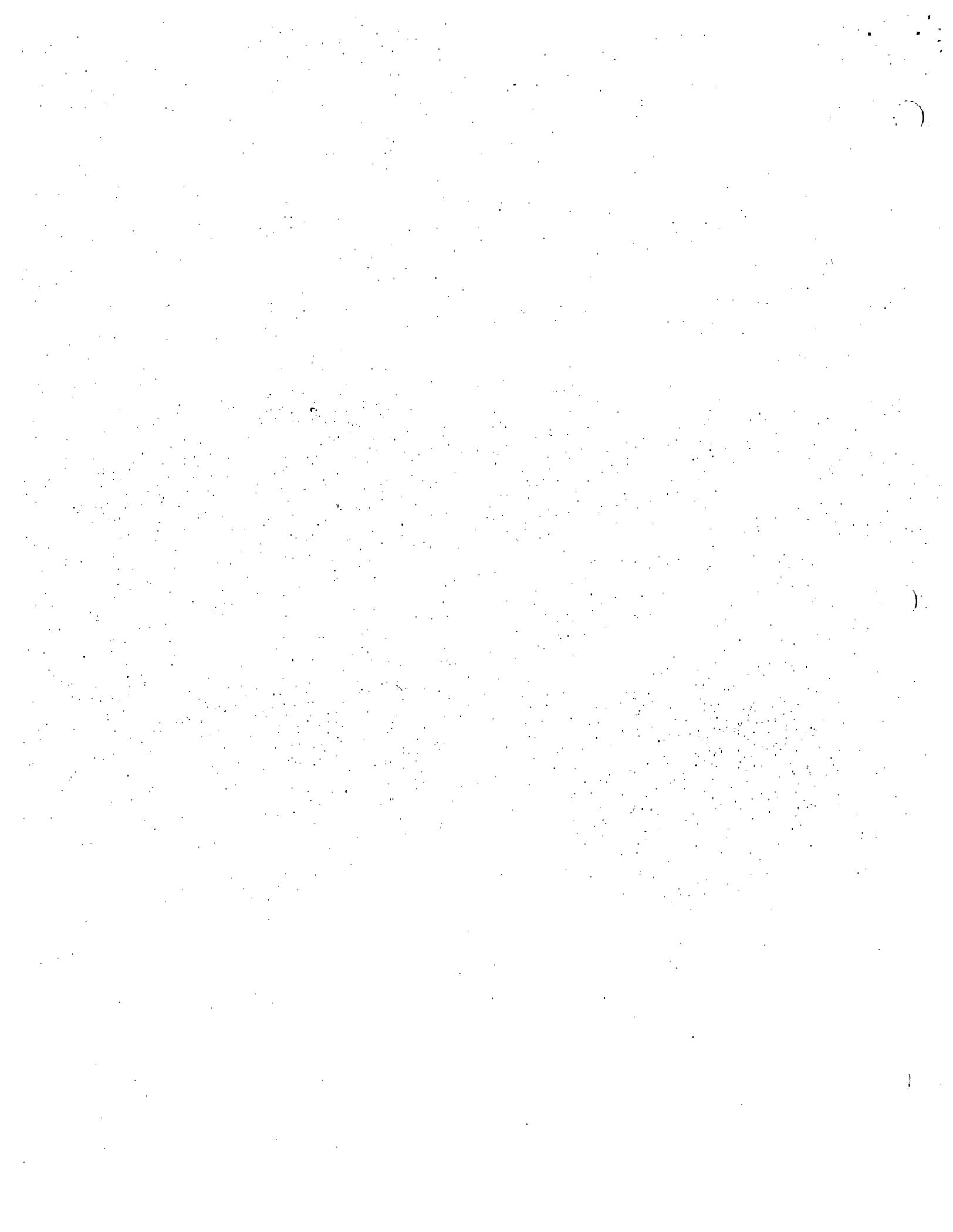
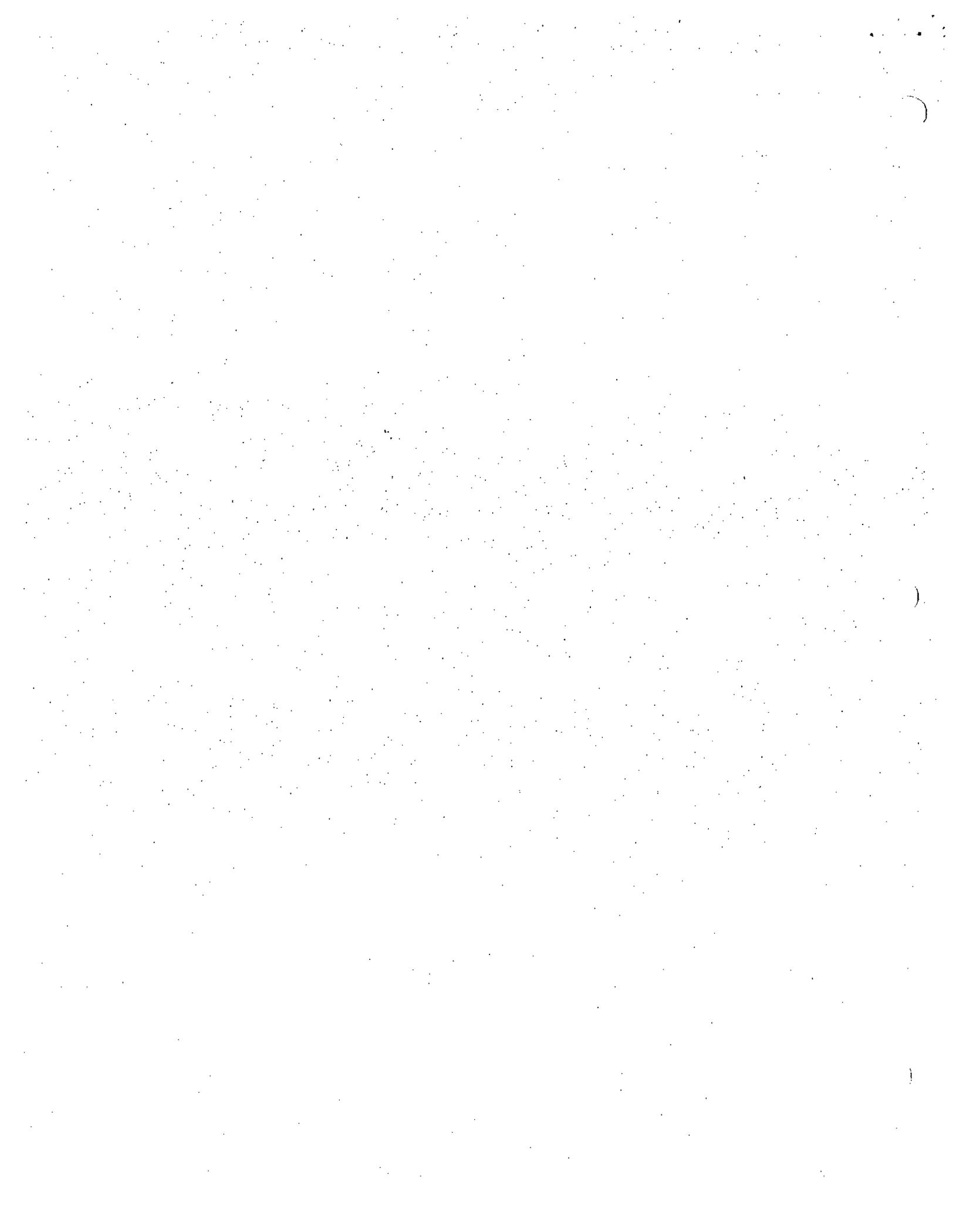


Exhibit Q  
Certificate of Insurance

*A copy of ReserveAmerica, Inc. Certificate of Insurance is incorporated herein.*



State Office  
 Insurance & Financial Services  
 1000 Union Street, Suite 3400  
 Portland, WA 98101

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

IAC/InterActiveCorp  
 555 West 18th Street  
 New York, NY 10011

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Old Republic Insurance Company

24147

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MWZY57271	10/01/06	10/01/07	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 Emp. Benefit \$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Insured Includes: ReserveAmerica

CERTIFICATE HOLDER

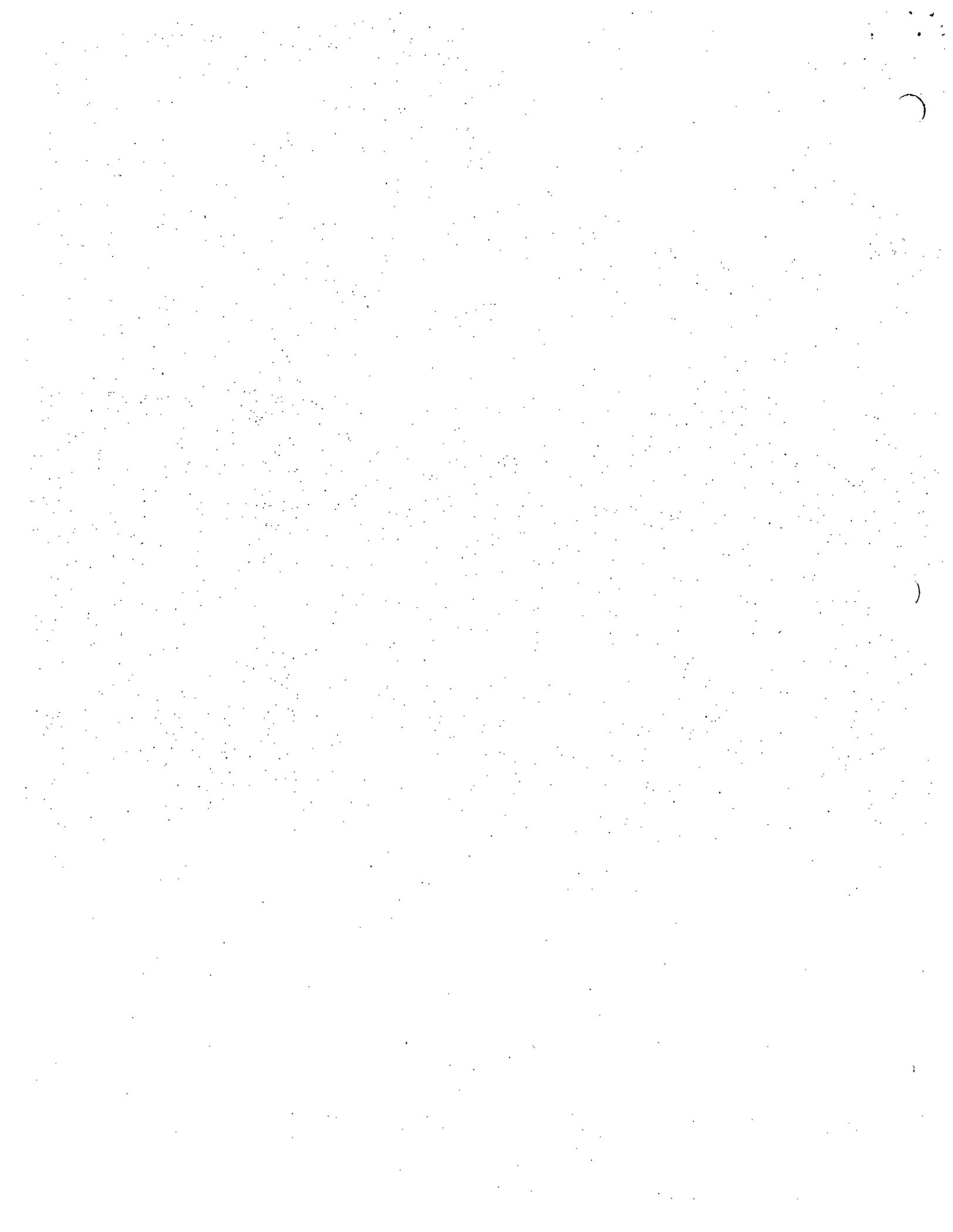
New Hampshire Department of  
 Resources and Economic Development  
 172 Pembroke Rd  
 PO Box 1856  
 CONCORD, NH 03302

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*



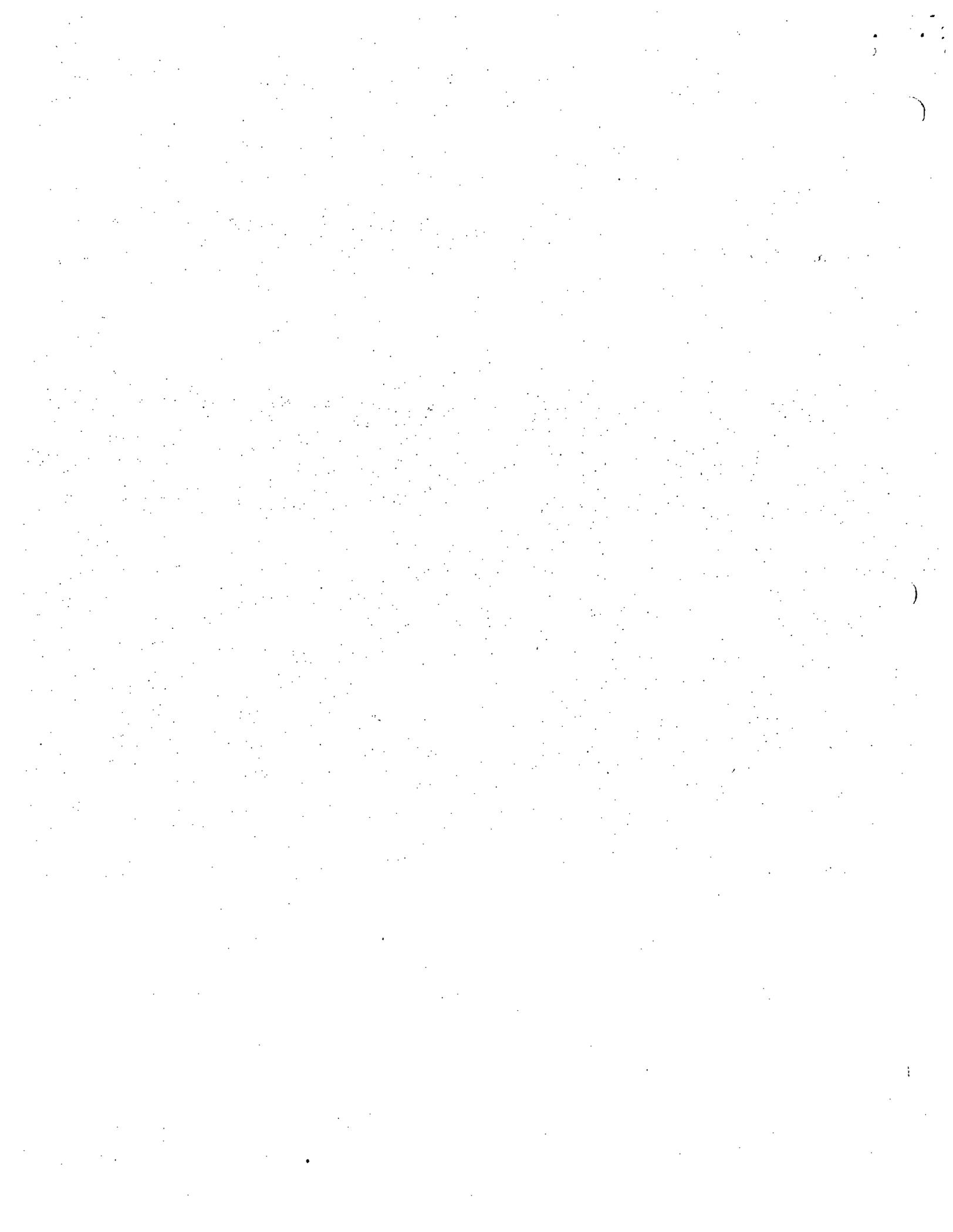
## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**Exhibit R**  
**ReserveAmerica, Inc. Performance Bond**

*No Performance Bond required for this Contract.*

COT

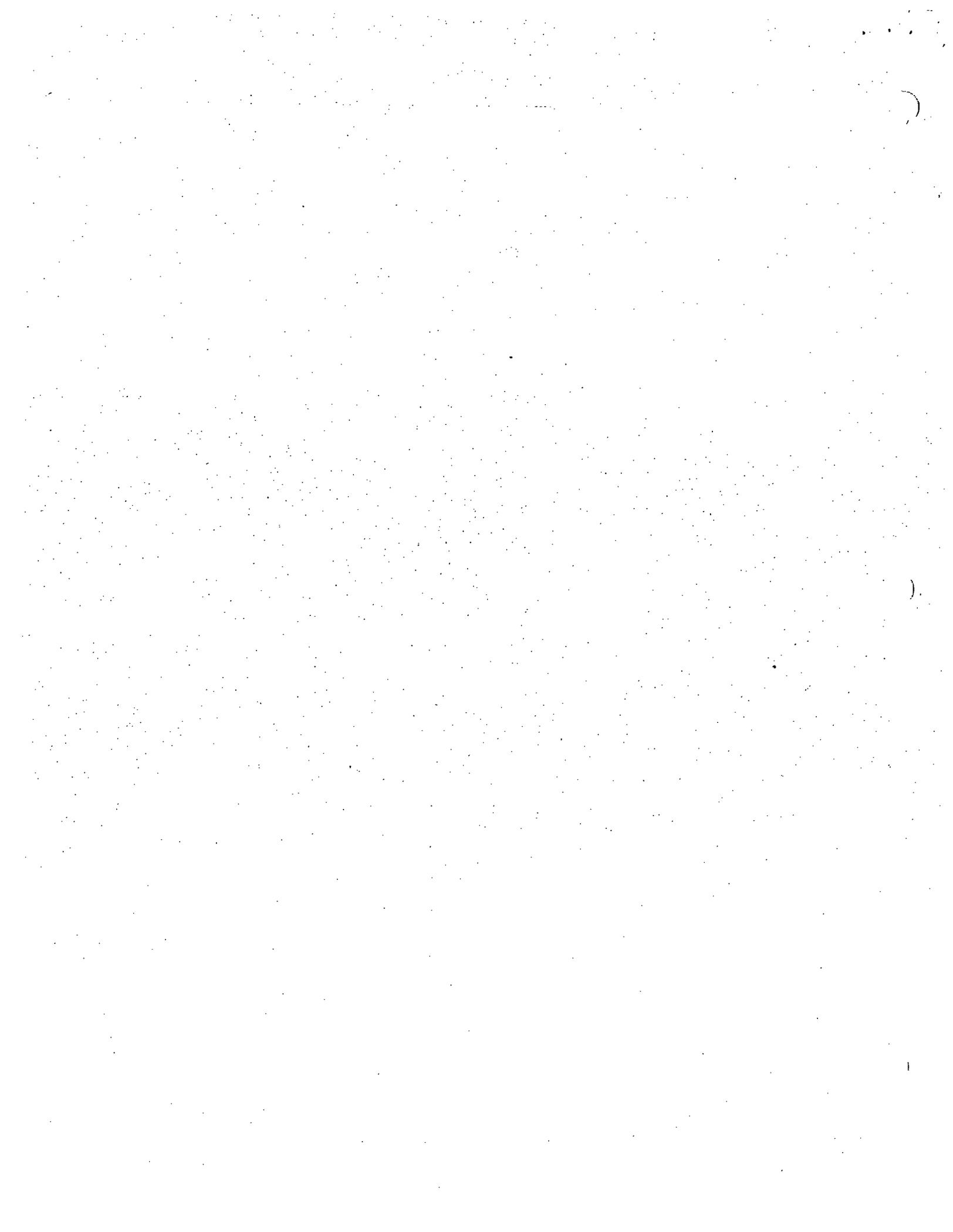
2008-003 Exhibit R-Contractor Performance Bond

Initial All Pages:

RAI Initials     CW    

9/12/07

Page 1 of



**Exhibit S**  
**Contractor Proposal Transmittal Form Letter**

*A copy of the ReserveAmerica, Inc. Transmittal Letter is incorporated herein.*



State of New Hampshire  
Department of Resources and Economic Development  
Camping Reservation System & Retail Management System  
DRED-RFP 2008-003

~~State of New Hampshire Proposal Transmittal Form Letter~~

Company Name ReserveAmerica Inc

Address 40 South St. Ballston Spa  
New York 12020

To: NH Department of Resources and Economic Development Point of Contact

Amy Bassett  
Telephone (603) 271-3556  
Email: abassett@dred.state.nh.us

RE: Proposal Invitation Name: Camping Reservation System & Retail Management System  
Proposal Number: 2008-003  
Proposal Opening Date and Time: June 1, 2007 at 2:30pm

Dear Sir:

Company Name: ReserveAmerica Inc hereby offers to sell to the State of New Hampshire the services indicated in RFP NH Department of Resources and Economic Development 2008-003 Camping Reservation System & Retail Management System at the price(s) quoted in Vendor Response Section VII: Cost Proposal, and Appendix F: Pricing Worksheets, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Section 6: General Contract Requirements and Appendix G-4: State of New Hampshire Terms and Conditions.

Company Signor: Brendan Ross (President) is authorized to legally obligate  
Company Name: ReserveAmerica Inc

We attest to the fact that:

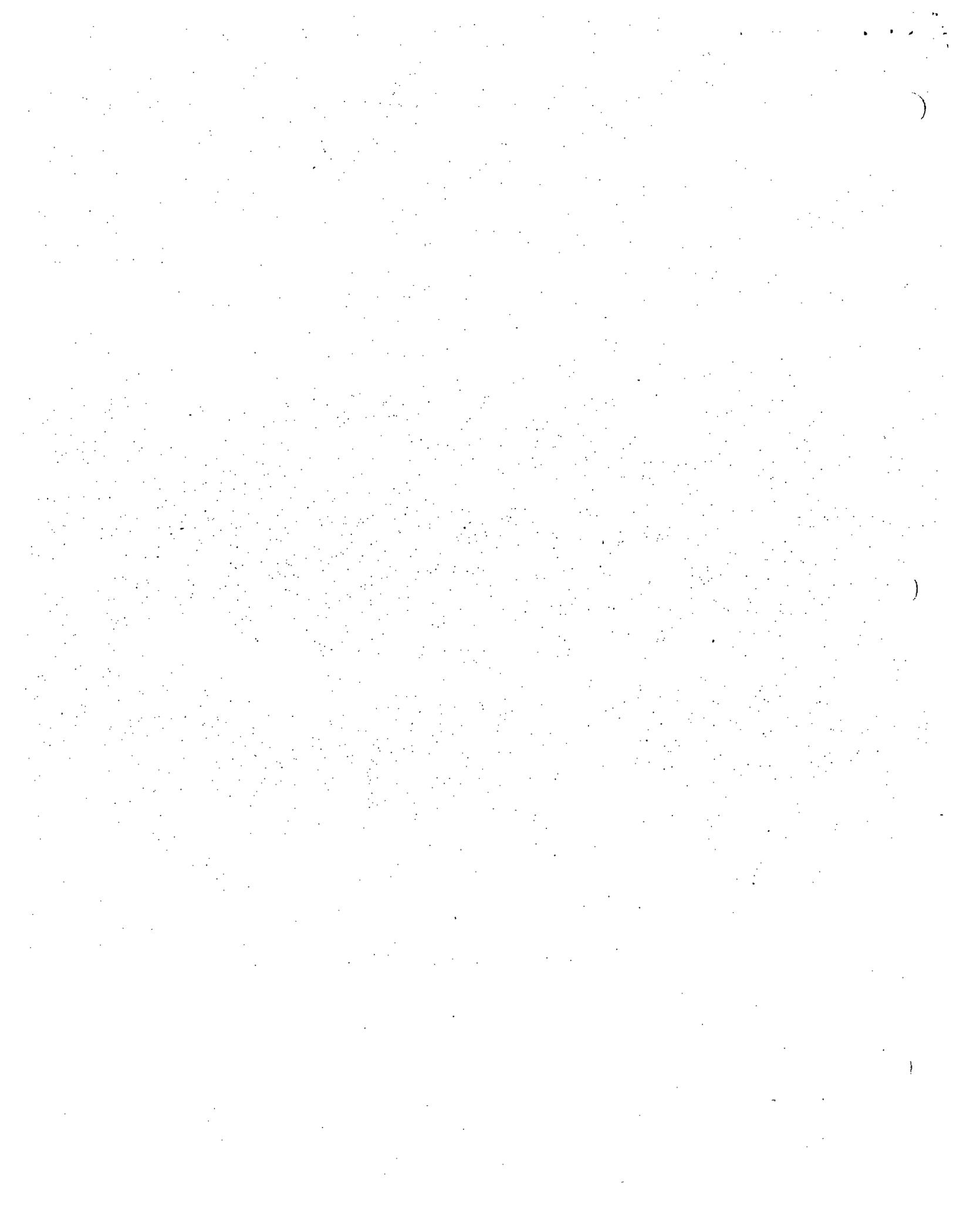
The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the State of New Hampshire Terms and Conditions in Appendix G-4 and Contract Requirements in Section 6, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract, whichever is later.

The prices quoted in the Proposal were established without collusion with other eligible vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and The Vendor has read and included a copy of RFP 2008-003 and any subsequent signed addendum(a).

Our official point of contact is Seth Rosenberg  
Title Senior Vice President, Business Development & Client Services  
Telephone 1-800-695-4636 Ex 5599, Email srosenberg@reserveamerica.com  
Authorized Signature Printed Brendan Ross (President)  
Authorized Signature 

\* Important Note: Vendors are provided an electronic version of the RFP Transmittal Letter. Any electronic alteration to this Transmittal Letter template is prohibited. Any such changes will result in a Proposal being rejected.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2008-003 DRED CAMPING RESERVATIONS AND RETAIL MANAGEMENT SYSTEM

Exhibit T  
Required IT Work Procedures

1. All work done must conform to standards and procedures established by the Office of Information Technology and the State.
2. All products developed (requirements, Specifications, Documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
3. Any technical education needed by ReserverAmerica, Inc. to successfully complete the assumed assignment will be at the sole expense of ReserverAmerica, Inc. and provided by ReserverAmerica, Inc.
4. ReserverAmerica, Inc. must agree to provide an "equal or better" replacement for any personnel who leave employment of ReserverAmerica, Inc. during the course of the Contract.
5. ReserverAmerica, Inc. must make the individuals available to be interviewed by the State prior to the Project assignment.
6. ReserverAmerica, Inc. and its employees assigned to this Project must sign a "Computer Access and Use Agreement."
7. The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.
8. Personnel assigned to the State must be available to work within ten (10) business days of the Contract signing.

