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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

March 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Division) to amend an existing contract (contract #2017-018) with RA Outdoors, LLC (VC #164498), Dallas, TX by increasing the price limitation by \$22,500 from \$870,000 to \$892,500 with no change to the contract completion date for the addition of Mount Washington State Park to the Enterprise Reservation System for NH State Parks effective upon Governor and Executive Council approval through October 31, 2022. The original contract was approved by Governor and Executive Council on October 11, 2017, Item #25. 100% Agency Income

Funds are available in the following account for Fiscal Years 2020 and 2021, and are anticipated to be available in Fiscal Year 2022, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

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

| State FY | Class-Account | Description | Amount |
|---------------|---------------|--------------------------------|-----------------|
| 2020 | 102-500731 | Contracts for Program Services | \$10,000 |
| 2021 | 102-500731 | Contracts for Program Services | 6,000 |
| 2022 | 102-500731 | Contracts for Program Services | 6,500 |
| Total: | | | \$22,500 |

EXPLANATION

The original Enterprise Reservation System (System) contract was approved by the Governor and Executive Council on October 11, 2017, Item #25. The amendment will permit the Division to utilize the System's comprehensive point-of-sale program at Mount Washington State Park. The Division currently uses this System at all NH State Parks with the exception of the Flume Gorge and Mount Washington to process all campground reservations and point-of-sale purchases. The System allows the Division to run a fully automated point-of-sale system to account for and collect all revenue generated in the Park System. Utilizing this System at Mount Washington State Park will not only provide a more integrated reporting and accounting system, but also an improved point-of-sale system for services provided at the top of the mountain.

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

Respectfully submitted,

Concurred,

(GW)

Philip A. Bryce
Director

Sarah L. Stewart
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

February 4, 2020

Sarah Stewart
Commissioner
Department of Natural and Cultural Resources
State of New Hampshire
172 Pembroke Rd
Concord, NH 03301

Dear Commissioner Stewart:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with RA Outdoors, LLC, headquartered in Delaware, for the NH State Parks Enterprise Reservation System, as described below and referenced as DoIT No. 2017-018A.

This amendment is for the addition of the Mount Washington State Park to the Enterprise Reservation system contract, which will allow the Department of Natural and Cultural Resources to have a campground reservations system, fully comprehensive point-of-sale system, gift card program, e-commerce, and online donations.

The funding for the current Enterprise Reservation System contract will be increased by \$22,500 from \$870,000 to \$892,500 effective upon Governor and Council approval through October 31, 2022. The contract period will not be extended with this amendment.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/tkv
RFP: 2017-018A

cc: Nicole Warren, IT Manager

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks & Recreation
Enterprise Reservation System
CONTRACT# 2017-018
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2017-018, on October 11, 2017, Item # 25, (herein after referred to as the "Agreement"), Aspira/RA Outdoors, LLC (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 State of New Hampshire, Department of Natural & Cultural Resources, Division of Parks and Recreation (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: 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 in certain respects;

WHEREAS, the Department wishes to increase the amount of \$22,500.00;

WHEREAS, The Vendor agrees to provide POS service to Mount Washington State Park adding POS software Store Manager to five (5) POS setups;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$22,500.00 to bring the total contract price to \$892,500.00;

WHEREAS, the Department and the Vendor seek to clarify 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 Agreement (Page 1) by increasing the Price Limitation by \$22,500.00 from \$870,000.00 to \$892,500.00.
2. The Agreement is further amended as described in Table 1:

Table 1

| Contract #2017-018 Exhibit B | AMENDED TEXT |
|---------------------------------|--|
| 1.4 | Delete current Exhibit B 1.4 Annual Payments- Back Office Support and replace with new Exhibit B 1.4 Annual Payments- Back Office Support table (below). |
| 1.5 | Delete current Exhibit B 1.5 Hardware Component, Warranty, Support and Cost and replace with new Exhibit B 1.4 Hardware Component, Warranty, Support and Cost table (below). |
| | |

Initial all pages
 Vendor Initials _____

Date 2/24/2020

STATE OF NEW HAMPSHIRE
 Department of Natural & Cultural Resources
 Division of Parks and Recreation
 Enterprise Reservation System
 CONTRACT # 2017-018
 CONTRACT AMENDMENT A

Table 2 CONTRACT HISTORY 2017 -018 Enterprise Reservation System

| CONTRACT AND AMENDMENT NUMBER | AMENDMENT TYPE | G&C APPROVAL DATE | END DATE | CONTRACT AMOUNT |
|-------------------------------|-----------------------|-------------------------|------------------|---------------------|
| 2017-018 | Original Contract | 10/11/2017 Item # 25 | October 31, 2022 | \$870,000.00 |
| 2017-018 Amendment A | Increase | | October 31, 2022 | \$22,500.00 |
| | CONTRACT TOTAL | | | \$892,500.00 |

Initial all pages
 Vendor Initials

Date 2/21/2020

STATE OF NEW HAMPSHIRE
Department of Natural & Cultural Resources
Division of Parks and Recreation
Enterprise Reservation System
CONTRACT # 2017-018
CONTRACT AMENDMENT A

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.

Marc Trivette CEO
Marc Trivette, CEO
RA Outdoors, LLC

Date: 2/21/2020

Corporate Signature Notarized:

STATE OF TEXAS

COUNTY OF DALLAS

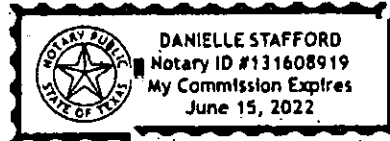
On this the 21 day of February, 2020 before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Danielle Stafford
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)



State of New Hampshire

Sarah Stewart

Date: 3/20/20

Sarah Stewart, Commissioner
State of New Hampshire

Department of Natural & Cultural Resources

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks & Recreation
Enterprise Reservation System
CONTRACT# 2017-018
CONTRACT AMENDMENT A

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General

J. Christopher Marshall
State of New Hampshire, Department of Justice

Date: 3/23/20

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____

Initial all pages
Vendor Initials

Date 2/24/2020

STATE OF NEW HAMPSHIRE
 Department of Natural & Cultural Resources
 Division of Parks and Recreation
 Enterprise Reservation System
 CONTRACT # 2017-018
 CONTRACT AMENDMENT A

1.4 Annual Payments – Back Office Support

Monthly invoice for POS and back office support will be generated by RA Outdoors LLC to the State of NH for payment.

| Feature | 2018 | 2019 | 2020 | 2021 | 2022 | Total |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| POS 1.5% on estimated sales (Excludes extra : adult/child)-excludes Mount. Washington | \$100,000 | \$100,000 | \$80,000 | \$80,000 | \$100,000 | \$460,000.00 |
| POS Mount Washington | | | \$10,000 | \$6,000 | \$6,500 | \$22,500.00 |
| Reporting | \$7,500 | \$7,500 | \$7,500 | \$7,500 | \$7,500 | \$37,500.00 |
| Site Administration | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$12,500.00 |
| Gift Card Program | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$12,500.00 |
| Gift Cards (.50 p/gift card – min order 5000) | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$12,500.00 |
| Event/ Volunteer Registration | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$25,000.00 |
| Store Manager | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$12,500.00 |
| Online shopping Cart | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$12,500.00 |
| Hardware (Table 1.5) | \$60,000 | \$60,000 | \$20,000 | \$20,000 | - | \$160,000.00 |
| Annual on-site training | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$25,000.00 |
| Future / System Upgrades | \$20,000 | \$20,000 | \$20,000 | \$20,000 | \$20,000 | \$100,000.00 |
| Total | \$210,000.00 | \$210,000.00 | \$160,000.00 | \$156,000.00 | \$156,500.00 | \$892,500.00 |


Initial all pages
 Vendor Initials

Date 2/24/2020

STATE OF NEW HAMPSHIRE
 Department of Natural & Cultural Resources
 Division of Parks and Recreation
 Enterprise Reservation System
 CONTRACT # 2017-018
 CONTRACT AMENDMENT A

1.5 Hardware Component, Warranty, Support and Cost

| Hardware | Make | Model | Manufacture # | Cost |
|--|-----------------------------------|---|----------------|----------|
| Desktop | Hewitt Packard | RP5810 POS G1820 4GB 500GB W10P6 64BIT | 2NH08US#ABA | \$663.92 |
| Laptop | Hewitt Packard | SMART BUY 450 G4 I5-7200U 2.5G 8GB 256GB SSD DVD 15.6IN BT W10P 64 | Y9F96UT#ABA | \$794.25 |
| Widescreen Monitor | Hewitt Packard | 21.5IN LCD 1920X1080 1000:1 VH22 VGA DVID SMS TAA | V9E67AA#ABA | \$122.68 |
| Monitor | HP | HP L6017tm Touch Screen Monitors | A1X77AA | \$675.00 |
| Monitor Stands | HP | HP L6017tm Touch Screen Monitor Stand | L6017M | \$81.00 |
| Barcode Scanner | Hewitt Packard | HP IMAGING BARCODE SCANNER | BW868AA | \$190.00 |
| Credit Card Swipe (EMV Compliant) | Ingenico | IPP 320 EMV Swipes | IPP320 | \$394.00 |
| Credit Card Swipe (P2PE) | PAX | PAXS500 | PAXS500 | \$412.00 |
| Battery Backup | SCHNEIDER ELECTRIC IT - CONTAINER | POWER SAVING BACK UPS RS 1500 | BR1500G | \$180.87 |
| Cash Drawer with cable | Hewitt Packard | HP STANDARD DUTY CASH DRAWER | QT457AA#ABA | \$99.00 |
| Receipt Thermal Printer and Power Supply | Citizen | CITIZEN, CT-S2000, THERMAL POS PRINTER, 80MM, 220 MM/SEC, 42 COL, SERIAL & USB, INTERNAL POWER SUPPLY | CT-S2000RSU-BK | \$289.00 |
| HP Mini-MSR HP Mini-MSR Magnetic Stripe Readers | HP | Mini-MSR Magnetic Stripe Readers | 417809-001 | \$70.00 |
| Tablet | Samsung | Samsung Galaxy Tab A 8 | T380NZSEXAR | \$250.00 |
| Optional Equipment | | | | |
| Report Printer | Hewitt Packard | LASERJET ENTERPRISE M506N LASER LCD 43/45PPM A4 LTR MONO | F2A68A#BGJ | \$495.42 |
| *All equipment warranted for the duration of the contract and replaced if there is failure. Price in effect for remainder of contract. | | | | |

Initial all pages 
 Vendor Initials _____

Date 2/21/2020

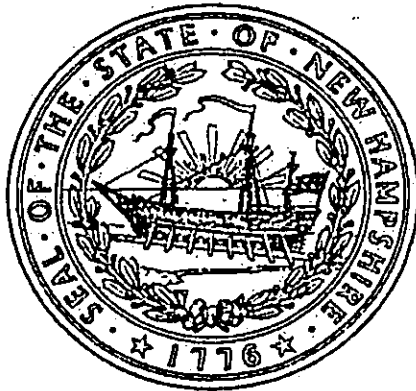
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RA OUTDOORS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 14, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 778830

Certificate Number : 0004818953



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of February A.D. 2020.

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

William M. Gardner
Secretary of State

RA OUTDOORS, LLC

OFFICER'S CERTIFICATE


February 21, 2020

I, Jeffrey M. Dalton, solely in my capacity as an officer of RA Outdoors, LLC, a Delaware limited liability company (the "Company"), do hereby certify that I am the duly appointed Corporate Secretary of the Company and authorized to execute this Certificate on behalf of the Company.

I do further certify, solely in my capacity as the Corporate Secretary of the Company that **Mark E. Trivette** is the duly elected or appointed, qualified and acting **Chief Executive Officer** of the Company, and as such, is authorized on behalf of the Company to enter into State of New Hampshire Department of Natural and Cultural Resources Division of Parks & Recreation Enterprise Reservation System Contract #2017-018 Contract Amendment A, to be entered into between the Company and the State of New Hampshire Department of Natural & Cultural Resources, Division of Parks and Recreation.

I do further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Company. To the extent that there are any limits on the authority of any listed individual to bind the Company in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

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



Jeffrey M. Dalton
Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

9/1/2020

DATE (MM/DD/YYYY)

9/1/2019

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

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

| | | |
|--|--------------------------------------|-------------------------------|
| PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000 | CONTACT NAME: _____ | |
| | PHONE (A/C No, Ext): _____ | FAX (A/C No): _____ |
| E-MAIL ADDRESS: _____ | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: National Fire Insurance Co of Hartford | | 20478 |
| INSURER B: _____ | | |
| INSURER C: _____ | | |
| INSURER D: _____ | | |
| INSURER E: _____ | | |
| INSURER F: _____ | | |

INSURED 1400283 RA Outdoors, LLC dba Aspira
 717 North Harwood Street, Suite 2400
 Dallas TX 75201

COVERAGES RAOUT01 **CERTIFICATE NUMBER:** 14937314 **REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____ | N | N | 6050307322 | 9/1/2019 | 9/1/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | NOT APPLICABLE | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX |

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

CERTIFICATE HOLDER

14937314
 NH Department of Natural and Cultural Resources
 Division of Parks and Recreation
 172 Pembroke Road
 Concord NH 03301

CANCELLATION See Attachment

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

Adam D. McDonough

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CERTIFICATE OF LIABILITY INSURANCE

9/1/2020

DATE (MM/DD/YYYY)

3/13/2020

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

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

| | | |
|--|---|--|
| PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000 | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE NAIC # | |
| INSURED 1390367 RA Outdoors, LLC 717 North Harwood Street, Suite 2400 Dallas TX 75201 | INSURER A: American Casualty Company of Reading, PA 20427 | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| INSURER F: | | |

COVERAGES RAOUT01 **CERTIFICATE NUMBER:** 16646110 **REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------------------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 6050307305 (AOS) 6050307336 (CA) | 9/1/2019 9/1/2019 | 9/1/2020 9/1/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

CERTIFICATE HOLDER

16646110
 NH Department of Natural and Cultural Resources
 Division of Parks and Recreation
 172 Pembroke Road
 Concord NH 03301

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW HAMPSHIRE
 DEPARTMENT of NATURAL and CULTURAL RESOURCES
 DIVISION of PARKS and RECREATION
 172 Pembroke Road Concord, New Hampshire 03301
 Phone: (603) 271-3556 Fax: (603) 271-3553
 Web: www.nhstateparks.org

September 25, 2017

His Excellency, Governor Christopher T. Sununu
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Natural and Cultural Resources (Department), Division of Parks and Recreation, to enter into a five (5) year contract with RA Outdoors, LLC (VC #164498), headquartered in Delaware for an Internet accessible, fee-per-transaction-based, campground reservation system for the period upon Governor and Executive Council approval through October 31, 2022, with the option to renew for an additional two-year period upon consent of both parties and Governor and Executive Council approval.
2. Further, authorize the Department to contract with RA Outdoors LLC for the collection and reporting of revenue and visitation data at all sites including day-use only areas in an amount not-to-exceed \$870,000 that allows guests of NH State Parks, Trails, and Historic Sites the ability to make reservations for campgrounds, pavilions, and parking while at the same time providing e-commerce opportunities, gift card purchases, and event registrations. Funding is a combination of DoIT and Agency Income. All funding is 100% Parks Funds (self-funded).

Funding is available as follows pending budget approval for Fiscal Years 2020, 2021 and 2022:

| Account | FY 2018 | FY 2019 | FY 2020 | FY 2021 | FY 2022 |
|--|----------------|----------------|----------------|----------------|----------------|
| 03-35-35-351510-37200000 Service Parks 102-500731 Contracts for Program Services | 130,000 | 130,000 | 130,000 | 130,000 | 130,000 |
| 01-03-03-030010-76350000- DoIT- IT for DNCR 038-500175 Technology Software Job Number - 03350040 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 |
| 01-03-03-030010-76350000- DoIT- IT for DNCR 037-500174 Technology Hardware Job Number - 03350040 | 60,000 | 60,000 | | | |
| Total | 210,000 | 210,000 | 150,000 | 150,000 | 150,000 |

EXPLANATION

Beginning in September 2016, a team of 18 staff members representing all pertinent functions of the Division's responsibilities reviewed the existing contract (approved by G&C February 6, 2014) and identified the strengths and opportunities a new reservation enterprise system should include. Using the collected information, the team developed a comprehensive RFP that would augment the current product capabilities and expand the Division's ability to collect and report revenues for more reliable financial reports as well as additional visitation data to determine patterns of usage for future planning purposes,

support management decision-making, and enhance the Division's capabilities to add services and conduct business with visitors.

On December 28, 2016, a Request for Proposals for "2017-018 - NH State Parks Enterprise Reservation System" was posted on the Department of Administrative Services' website. This RFP was also sent to a list of vendors who annually attend the National Association of State Park Directors (NASPD) and who had expressed an interest in having an opportunity to bid on this contract.

Four (4) firms submitted proposals by the closing date of February 24, 2017. Of the four proposals submitted, three proposals completed all the requirements of the RFP and were accepted. In addition to the written responses to the RFP, each of the three selected vendors provided detailed, in-depth, on-site presentations to the entire RFP team followed by additional requests for information.

Following these presentations, 10 members of the original RFP development committee were selected to score the proposals. These committee members represented the Division's operations, business office functions, marketing, information technology, event planning and community recreation, retail and concessions, as well as the agency's administrative management of the program. ACTIVE Network, recently reorganized as RA Outdoors LLC, was subsequently selected as the preferred vendor based on the scoring provided by the 10-member review panel. ACTIVE Network/RA Outdoors LLC is the incumbent contractor currently providing these services to the NH Division of parks and Recreation. A summary of the scoring is attached for your review.

Subsequently, five members of the scoring team representing the Department's information technology office, business administration office, headquarters/administrative office, and parks operations were selected to draft a contract based on the RFP proposal submitted by ACTIVE Network/RA Outdoors LLC. Representatives of the Department of Information Technology and the Attorney General's office also assisted the contract development team during this process of negotiation with the preferred vendor.

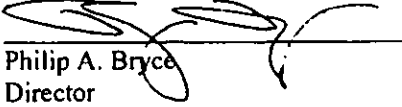
In addition to reducing the campground reservation transaction fees from the current \$8.25 fee to a \$6.50 fee per reservation and from \$5.00 to \$2.15 for a reservation change fee, approval of this contract will greatly facilitate the ability of the Division of Parks and Recreation to share and distribute data electronically. One of the primary goals of this agency is to maximize the potential for revenue collection and reporting. By integrating both the campground reservation system and the day-use admission operations, as well as adding the additional opportunities to provide gift cards, pavilion rentals, parking passes, e-commerce, and event registrations, our agency will be able to develop one portal for entering and reporting nearly all revenue sources throughout the NH State Park System.

As an operationally self-funded entity, the Division must manage its funds very closely and must focus on a positive financial performance to maintain the NH State Park System into the future. Various components of this contract will also assist in supporting new revenue growth opportunities. In addition, the visitation data collected will become ever more important to inform the Division's efforts to identify and plan for capacity development improvements to meet the emerging and expanding recreational opportunities for New Hampshire's citizens as well as the State's tourism industry in the years ahead.

In the highly competitive industry meeting the demand for campground reservations and other guest relations services, the Division of Parks and Recreation is confident that RA Outdoors LLC will be able to strategically position the Division's resources and improve the level customer service over the term of this contract.

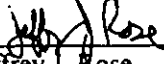
The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

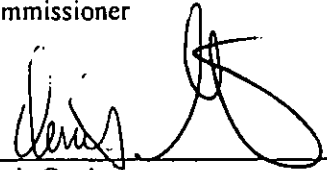
Respectfully Submitted,


Philip A. Bryce
Director

Concurred,

(17)


Jeffrey J. Rose
Commissioner


Denis Goulet
Commissioner
Department of Information Technology

RFP 2017-018 NH State Parks Enterprise Reservation System

| Company | Company Address | Solution Cost | Proposed Software Solution | Vendor Technical, Service and Project Mgmt | Vendor Company and Staff Qualifications | TOTAL |
|-----------------------------------|--|---------------|----------------------------|--|---|-------------|
| | | 40 Pts Max | 30 Pts max | 15 Points Max | 15 Points Max | 100 Pts Max |
| US E-Direct | 99 Powerhouse Rd #207 Roslyn Heights NY 11577 | 40.00 | 17.30 | 11.60 | 11.60 | 80.50 |
| Active Network | 717 N Harwood St Dallas, TX 75201 | 37.50 | 25.30 | 13.50 | 13.50 | |
| Soverign Sportsman Solutions (S3) | 120 31st Ave Nashville, TN 37203 | 30.25 | 26.50 | 14.20 | 14.20 | 85.15 |



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/doiit

Denis Goulet
Commissioner

September 26, 2017

Jeffrey J. Rose
Commissioner
Department of Natural and Cultural Resources
State of New Hampshire
172 Pembroke Rd
Concord, NH 03301

Dear Commissioner Rose:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with RA Outdoors, LLC, headquartered in Delaware, for the NH State Parks Enterprise Reservation System, as described below and referenced as DoIT No. 2017-018.

This contract procures an Internet accessible, fee-per-transaction-based, campground reservation system. This system provides for the collection and reporting of revenue and visitation data at all sites, including day-use only areas. The system will allow guests of NH State Parks, Trails, and Historic Sites the ability to make reservations for campgrounds, pavilions, and parking while at the same time providing e-commerce opportunities, gift card purchases, and event registrations.

The funding amount for this contract is not-to-exceed \$870,000 for the period of Governor and Executive Council approval through October 31, 2022.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/ik
RFP: 2017-018

cc: Nicole Warren, IT Manager



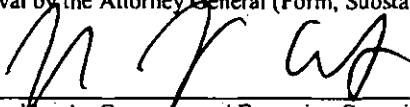
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

| | | | |
|--|---|---|---|
| 1.1 State Agency Name NH Department of Natural and Cultural Resources | | 1.2 State Agency Address 172 Pembroke Road Concord NH 03301 | |
| 1.3 Contractor Name RA Outdoors, LLC | | 1.4 Contractor Address 717 N. Harwood Street, Suite 2500 Dallas TX 75201 | |
| 1.5 Contractor Phone Number 469-291-0408 | 1.6 Account Number 10-03500-37200000-102 | 1.7 Completion Date October 31, 2022 | 1.8 Price Limitation Not to Exceed \$870,000 |
| 1.9 Contracting Officer for State Agency Philip A. Bryce, Director NH Division of Parks and Recreation | | 1.10 State Agency Telephone Number 603-271-3556 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Mark Trivette, Chief Executive Officer | |
| 1.13 Acknowledgement: State of _____, County of _____ 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] | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner DNCR | |
| Date: 9/26/17 | | | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/26/17 | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion; creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks and Recreation - Enterprise Reservation System - Contract 2017-018
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

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

| | |
|----------------------------------|--|
| Acceptance | Notice from the State that a Deliverable has satisfied Acceptance Test or Review. |
| Acceptance Letter | An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review. |
| Acceptance Period | The timeframe during which the Acceptance Test is performed. |
| Acceptance Test Plan | The Acceptance Test Plan provided by the Contractor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables. |
| Acceptance Test and Review | Tests performed to determine that no Defects exist in the application Software or the System. |
| Access Control | Supports the management of permissions for logging onto a computer or network. |
| Ad Hoc Reporting | Allows end users to easily build their own reports and modify existing ones. |
| Agency | "Agency" shall mean any board, Department, commission, hospital, sanitarium, home, library, school, college, prison or other institution conducted or operated by or for the state of New Hampshire, per reference RSA 21-I:11. |
| Agreement | A contract duly executed and legally binding. |
| AOC | Attestation of Compliance |
| Appendix | Supplementary material that is collected and appended at the back of a document. |
| Audit Trail Capture and Analysis | Supports the identification and monitoring of activities within an application or system. |
| Authorized Persons | The Contractor's employees, contractors, subcontractors or other agents who need to access the State's data to enable the Contractor to perform the services required. |
| AWO | Active Works Outdoors® |
| Best and Final Offer (BAFO) | For negotiated procurements, a Contractor's final offer following the conclusion of discussions. |
| BCP | Business Continuity Plan |
| Breach or Breach of Security | Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity. |
| CCP | Change Control Procedures |
| CR | Change Request |
| COTS | Commercial Off-The-Shelf Software |
| CM | Configuration Management |
| Certification | The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance |

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks and Recreation - Enterprise Reservation System - Contract 2017-018
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

| | |
|--------------------------|---|
| | Testing 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. |
| Completion Date | End date for the Contract. |
| Confidential Information | Information required to be kept Confidential from unauthorized disclosure under the Contract. |
| Contract | This Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the Contract Documents. |
| Contract Agreement | Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work. |
| Contract Conclusion | Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default. |
| Contract Documents | Documents that comprise this Contract. |
| Contract Managers | The persons identified by the State and the Contractor 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. |
| Contractor | The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. |
| Conversion Test | A test to ensure that a data conversion process correctly takes data from a legacy system and successfully converts it to a form that can be used by the new system. |
| COTS | Commercial Off The Shelf. |
| Cure Period | The thirty (30) day period following written notification of a default within which a contracted Contractor must cure the default identified. |
| Custom Code | Code developed by the Contractor specifically for this project for the State of New Hampshire. |
| Custom Software | Software developed by the Contractor specifically for this project for the State of New Hampshire. |
| Data | State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the Contract Term. |
| DBA | Database Administrator |

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks and Recreation - Enterprise Reservation System - Contract 2017-018
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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|---|--|
| Deficiencies/Defects | <p>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A: The Contractor must initiate corrective action to resolve critical system issues for components provided by the Contractor that render NH Parks unable to perform normal business functions. Normal business functions are defined as those that perform a transaction.</p> <p>Class B: The Contractor must initiate corrective action to resolve system issues for components provided by the Contractor that render NH Parks unable to perform normal business functions, but can be performed through the use of a work around.</p> <p>Class C: The Contractor must initiate corrective action to resolve system issues for components provided by the Contractor that render NH Parks unable to perform non-transaction performing system functions.</p> <p>In each case (Class A,B &C), the contractor will only face damages if the issue is a result of action or inaction of the contractor.</p> |
| Deliverable | A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement. |
| Denial of Service | A Denial of Service (DoS) is an interruption in a user's access to a computer network, typically caused with malicious intent. |
| Department | An agency of the State. |
| Department of Information Technology (DoIT) | The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008. |
| Digital Signature | Guarantees the unaltered state of a file. |
| Division | Division of Parks and Recreation (DPR). |
| Documentation | All information that describes the installation, operation, and use of the Software, either in printed or electronic format. |
| DNCR | Department of Natural and Cultural Resources |
| DR | Disaster Recovery |
| Effective Date | The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract. |
| EMV | Europay, MasterCard and Visa (EMV) - is a global standard for credit cards that uses computer chips to authenticate (and secure) chip-card transactions. |
| Encryption | Supports the transformation of data for security purposes. |
| Enhancements | Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements |

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks and Recreation - Enterprise Reservation System - Contract 2017-018
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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|-----------------------------------|--|
| | produced by Change Orders. |
| Event of Default | Any one or more of the following acts or omissions of a Contractor shall constitute an event of default hereunder ("Event of Default"): a. Failure to perform the Services satisfactorily or on schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, term or condition of the Contract. |
| Extended Term | Period of time the term of the contract may be extended up to two years at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term. |
| FIM | File Integrity Monitoring |
| Firm Fixed Price Contract | A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor's cost experience in performing the Contract. |
| Follow the Sun Model | Technical support services passed between offices in different time zones to increase responsiveness and reduce delays. |
| Fully Loaded | Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses. |
| GAAP | Generally Accepted Accounting Principles |
| Governor and Executive Council | The New Hampshire Governor and Executive Council. |
| Harvest | Software to archive and/or control versions of software |
| Identification and Authentication | Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users. |
| Implementation | The process for making the System operational for processing the Data. |
| Implementation Plan | Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures. |
| Information Technology (IT) | Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies. |
| Input Validation | Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc. |
| Intrusion Detection | Supports the detection of illegal entrance into a computer system. |
| Infor ERP | State of NH financial system. |
| Invoking Party | In a dispute, the party believing itself aggrieved. |
| Key Project Staff | Personnel identified by the State and by the Contractor as essential to work on the Project. |
| Licensee | The State of New Hampshire |
| NIST | National Institute of Standards and Technology |
| Non Exclusive Contract | A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services |

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| | provided under the Contract. |
| Non-Software Deliverables | Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other. |
| 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 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided. |
| Notice to Proceed (NTP) | The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time. |
| Open Data Formats | A data format based on an underlying Open Standard. |
| Open Source Software | Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11. |
| Open Standards | Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13. |
| 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. |
| Operational | Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter. |
| Order of Precedence | The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence. |
| OWASP | The Open Web Application Security Project |
| PA-DSS | The Payment Application Data Security Standard (PA-DSS), formerly referred to as the Payment Application Best Practices (PABP), is the global security standard created by the Payment Card Industry Security Standards Council (PCI SSC). |
| PCI-DSS | The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle branded credit cards from the major card schemes including Visa, MasterCard, American Express, Discover, and JCB. |
| PII | Personally Identifiable Information |
| Point of Contact | State personnel designated as the coordinator of the RFP and Contract information. |
| Project | The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto. |
| Project Team | The group of State employees and contracted Contractor’s 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 Management Plan | A document that describes the processes and methodology to be employed by the Contractor to ensure a successful project. |

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| Project Managers | The persons identified who shall function as the State's and the Contractor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP). |
| Project Staff | State personnel assigned to work with the Contractor on the project. |
| Proposal | The submission from a Contractor in response to the Request for a proposal or statement of work. |
| QSA | Qualified Security Assessor |
| Regression Test Plan | A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process. |
| Review | The process of reviewing Deliverables for Acceptance. |
| Review Period | The period set for review of a Deliverable. If none is specified then the review period is five (5) business days. |
| RFP (Request for Proposal) | A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions. |
| ROC | Report on Compliance |
| Role/Privilege Management | Supports the granting of abilities to users or groups of users of a computer, application or network. |
| Schedule | The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract. |
| SaaS | Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code. |
| Security Incident | The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach. |
| Service Level Agreement (SLA) | A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures. |
| Services | The work or labor to be performed by the Contractor on the Project as described in the Contract. |
| SOC | Service Organization Control |
| Software | All custom Software and COTS Software provided by the Contractor under the Contract. |

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| Software-as-a-Service (SaaS) | The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. |
| Software Deliverables | Software and Enhancements. |
| Software License | Licenses provided to the State under this Contract. |
| Solution | The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Contractor in response to this RFP. |
| 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 Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein. |
| State | STATE is defined as: State of New Hampshire Department of Natural and Cultural Resources 172 Pembroke Rd Concord, NH 03301 Reference to the term "State" shall include applicable agencies |
| Statement of Work (SOW) | A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Contractor. The Contract Agreement SOW defines the results that the Contractor remains responsible and accountable for achieving. |
| State's 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 RSA Chapter 91-A. |
| State Data | For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor. |
| State Fiscal Year (SFY) | The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year. |

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| State Identified Contact | The person or persons designated in writing by the State to receive security incident or breach notification. |
| State's Project Manager (PM) | State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP). |
| Subcontractor | A person, partnership, or company not in the employment of, or owned by, the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor. |
| System | All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications. |
| Technical Authorization | Direction to a Contractor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement. |
| 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. |
| Term | Period of the Contract from the Effective Date through termination. |
| Transition Services | Services and support provided when 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 was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents. |
| User Management | Supports the administration of computer, application and network accounts within an organization. |
| Vendor | The Contractor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. |
| Verification | Supports the confirmation of authority to enter a computer system, application or network. |
| WWW | World Wide Web |
| 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 during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract. |
| Warranty Services | The Services to be provided by the Contractor during the Warranty |

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| | Period. |
| Work Hours | Contractor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. |
| Work Plan | The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Exhibit I. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task. |
| Written Deliverables | Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Contractor either in paper or electronic format. |
| YTD | Year to Date |

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Natural and Cultural Resources ("State"), and RA Outdoors, LLC, a Delaware limited liability company ("Contractor"), having its principal place of business at 717 N. Harwood Street, Suite 2500, Dallas, TX 75201.

RA Outdoors currently operates the reservation system for the New Hampshire Department of Natural and Cultural Resources (DNCR) for its State Park campground reservation system. Since the system is already in full operation mode, initial setup and configuration of the System is not required. Therefore, the implementation/configuration and testing phases only pertain to new enhancements (Day Use Entry Ticketing, Pass Sales, Gift Cards) to the System. The reservation system "ActiveWorks Outdoors" (AWO) will be accessed through a web-based interface to manage all reservations, registrations and financial needs of the Department. This System already provides a solution to DNCR's State Parks throughout NH that includes consumer internet web site, call center, field services to the recreation industry and processing of credit cards. The Contract will be funded by a combination of transaction fees that will be retained by the Contractor, as well as funds budgeted by the agency for equipment and support services. The Contractor will continue to host the call center, support of the hardware, installation services for enhancements, deployment support, user/administrator training, ongoing System maintenance, and technical support for office and field locations.

RECITALS

Whereas the State desires to have RA Outdoors, LLC provide Active Works Outdoors, and associated Services for the State;

RA Outdoors, LLC wishes to provide Active Works Outdoors and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2017 - 018) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirements
 - Exhibit I- Work Plan
 - Exhibit J- Software Agreement
 - Exhibit K- Warranty and Warranty Services

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Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- Contractor Proposal, by reference
Exhibit O- Certificates and Attachments

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. Any Amendments to this Agreement, with the most recent Amendments having precedence;
- b. State of New Hampshire, Department of Natural and Cultural Resources Contract Agreement 2017 - 018, including Parts 1, 2, and 3.
- c. State of New Hampshire, Department of Natural and Cultural Resources RFP 2017 - 018.
- d. Contractor Proposal Response to RFP 2017 - 018 dated February 24, 2017

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through October 31, 2022. The Term may be extended for an additional two years at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

The Contractor shall commence work upon issuance of a Notice to Proceed by the State.

Time is of the essence in the performance of the Contractor's obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

Campers using the AWO system will pay a transaction fee directly to the Contractor who will retain the fee as compensation for this contract. Additional annual payments will be made to the Contractor by the State for other functions and services.

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other Contractors, except that the Contractor 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 the Contractor.

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4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

Susan Grant
Director of Client Services, RA Outdoors
6925 Century Avenue, 5th Floor
Mississauga, ON L5N 7K2
Tel: 289-290-2739
Email: Susan.Grant@activenetwork.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

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

4.2.2 The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I. The Contractor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in IT Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement IT Provisions, Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager,

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and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim 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 the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a the Contractor Project Manager meeting the requirements and terms of the Contract.

4.2.5 CONTRACTOR Project Manager is:

Jeff Alderman, PMP
6925 Century Avenue 5th Floor
Mississauga, ON L5N 7K2
Tel: 888-543-7223
Email: Jeff.Alderman@activenetwork.com

4.3 CONTRACTOR KEY PROJECT STAFF

4.3.1 The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Contractor Response Checklist*. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with IT Provisions Section 4.6: *Background Checks*.

4.3.2 The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's 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 and background checks described in Contract Agreement- IT Provisions, Section 4.6: *Reference and Background Checks*.

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

4.3.4 The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

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The Contractor's Key Project Staff:

| Key Member(s) | Title |
|---------------|------------------------------|
| Marc Feudo | Sr. Client Services Manager |
| Joy Boire | Manager, Revenue Recognition |
| Mindy Rhodes | Manager, Training |

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:

Philip A. Bryce
Director
NH Department of Natural and Cultural Resources
Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301
Tel: 603-271-3556
Fax: 603-271-3553
Email: philip.bryce@nh.gov

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:

Gail A. Wolek
Deputy Director
NH Department of Natural and Cultural Resources
Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301
Tel: 603-271-3556
Fax: 603-271-3553
Email: gail.wolek@nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

The Contractor shall conduct criminal background checks and not utilize any staff, including Subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of

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dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contracted Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – IT Provisions-Section 11: Use of State's Information, Confidentiality.

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

The Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from the Contractor 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 the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

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5.4 SOFTWARE REVIEW AND ACCEPTANCE

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

6. SOFTWARE

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

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

7.2 IMPLEMENTATION SERVICES

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

7.3 TESTING SERVICES

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

7.4 TRAINING SERVICES

The Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

7.5 MAINTENANCE AND SUPPORT SERVICES

The Contractor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support*.

7.6 WARRANTY SERVICES

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty & Warranty Services*.

8. WORK PLAN DELIVERABLE

The Contractor 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*. The Contractor shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks,

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Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan 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 the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; 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 the Contractor 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 the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Contractor's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

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

The Contractor 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 the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from the Contractor to the State, and the State acceptance of the Contractor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

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10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor.

Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractors' special utilities. The Contractor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Contractor be precluded from developing for itself, or for others, materials that are competitive with, or similar to, Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Contractor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demandor upon termination of this Agreement for any reason. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

10.3 CONTRACTOR'S MATERIALS

Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor 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 the Contractor employees or third party consultants engaged by the Contractor.

Without limiting the foregoing, 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.

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10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW sites (nh.gov, visitnh.gov, and nhstateparks.org), 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.

10.5 SURVIVAL

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, the Contractor 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*). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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

11.3 CONTRACTOR CONFIDENTIAL INFORMATION

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

11.4 SURVIVAL

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12 LIMITATION OF LIABILITY

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 the Contractor shall not exceed the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

12.2 CONTRACTOR

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Contract Agreement – P-37, General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-IT Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

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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.

12.4 SURVIVAL

This Contract Agreement Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13 TERMINATION

This Contract Agreement Section 13: Termination shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default")

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

13.1.1 Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

- a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor.
- c. Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default.
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

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

13.2 TERMINATION FOR CONVENIENCE

- 13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables 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 accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.
- 13.2.2 During the thirty (30) day period, the Contractor 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.

13.3 TERMINATION FOR CONFLICT OF INTEREST

- 13.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if the Contractor did not know, or reasonably did not know, of the conflict of interest.

- 13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by the Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

13.4 TERMINATION PROCEDURE

- 13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

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- 13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:
- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
 - b. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - c. 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 Section;
 - d. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
 - e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
 1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause
 2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.
 - f. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State, including customer data; and
 - g. The Contractor shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure transfer of State data;
 - h. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.

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- i. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

14 CHANGE OF OWNERSHIP

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Contractor, its successors or assigns.

15 ASSIGNMENT, DELEGATION, AND SUBCONTRACTS

15.1 The Contractor 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. 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.

15.2 The Contractor 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 assume 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 neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16 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.

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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 | RA Outdoors LLC | STATE New Hampshire | CUMULATIVE ALLOTTED TIME |
|----------------|---|---|---|
| Primary | Marc Feudo Client Services Manager | Gail A. Wolek Deputy Director State Project Manager (PM) | 5 Business Days |
| First | Susan Grant Director of Client Services | Philip A. Bryce Director | 10 Business Days |
| Second | Bill Joplin VP of Client Services | Jeffrey Rose 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. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

17 SAAS GENERAL TERMS AND CONDITIONS

17.1 COMPUTER USE

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that

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at all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

- e. That if the Contractor is found to be in violation of any of the above-stated rules, the user may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.2 EMAIL USE

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems." The Contractor understands and agrees that use of email shall follow State standard policy (available upon request).

17.3 INTERNET/INTRANET USE

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

17.4 REGULATORY GOVERNMENT APPROVALS

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

17.5 INSURANCE CERTIFICATE

The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

17.6 EXHIBITS

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

17.7 VENUE AND JURISDICTION

Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

17.8 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 the Exhibit D Section 5: Records Retention and Access Requirements, Exhibit D Section 6: Accounting Requirements, and IT Provisions- Section 11: Use of State's Information, Confidentiality and IT Provisions- Section 14: Termination which shall all survive the termination of the Contract.

17.9 FORCE MAJEURE

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Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

17.10 NOTICES

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

TO THE CONTRACTOR
ATTN: Legal Department
717 N HARWOOD ST
SUITE 2500
DALLAS, TX 75201

TO THE STATE
STATE OF NEW HAMPSHIRE - DNCR
172 PEMBROKE RD
CONCORD, NH 03301
TEL: (603) 271-3556
E.MAIL:

17.11 DATA PROTECTION

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

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

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

17.12. DATA LOCATION

The Contractor shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or Contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and Subcontractors to access State data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA 359-C:20.

a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law, or contained in the contract.

b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

17.14. BREACH RESPONSIBILITIES

This section only applies when a data breach occurs with respect to personal data within the possession or control of the Contractor.

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

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the

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data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:

- (1) the investigation and resolution of the data breach;
- (2) notifications to individuals, regulators or others required by State law;
- (3) a credit monitoring service required by State (or federal) law;
- (4) a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute¹⁷ at the time of the data breach; and
- (5) complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

17.15. NOTIFICATION OF LEGAL REQUESTS

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

17.16. ACCESS TO SECURITY LOGS AND REPORTS

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

17.17. CONTRACT AUDIT

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

17.18. DATA CENTER AUDIT

The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

17.19. ADVANCE NOTICE

The Contractor shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

17.20. SECURITY

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PART 2 - INFORMATION TECHNOLOGY PROVISIONS

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

17.22. IMPORT AND EXPORT OF DATA

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

17.23. RESPONSIBILITIES AND UPTIME GUARANTEE

The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17.24. RIGHT TO REMOVE INDIVIDUALS

The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

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EXHIBIT A – CONTRACT DELIVERABLES

1. Project Overview

The goal of this contract is to support an important revenue center for the Division of Parks and Recreation that will create additional opportunities for improving park facilities and provide the best possible services for our State Park guests. The Division works in partnership with other NH Divisions including Travel and Tourism Development, Forests and Lands, and Economic Development and neighboring communities throughout the state to provide an excellent guest experience which is essential to sustaining the quality of life that is so highly valued while contributing to the economic success of tourism and new business development in New Hampshire.

The general scope of the project is to provide a web-based reservation system available across all platforms that allows guests of NH State Parks, Trails, and Historic Sites the ability to make reservations for campgrounds, pavilions, and parking, while at the same time providing e-commerce opportunities, gift card purchases, event registrations, revenue collection and reporting, as well as the collection of visitation data.

2. Statement of Work

Centralized NH State Park Reservation System accessed through a web-based interface to manage all reservations, registrations and financial needs of the Division and host a call center during the following hours:

- Monday through Friday, 8:00 a.m. to 8:00 p.m., and
- Saturday through Sunday, 9:00 a.m. to 6:00 p.m.
- Call center will provide 12 months of operation and a back-up call center location.

Help Desk support for State staff through the Contractor will be available at the minimum:

- **April 1st – October 31st:**
Sunday - Thursday 8:00am – 6:00pm
Friday - Saturday 8:00am – 9:00pm
- **November 1st through March 30th**
Monday - Friday 8:00am – 5:00pm

The Contractor will offer remote login to troubleshoot issues in the field.

The NH State Park Enterprise Reservation System will have an administrative portal for the Division to maintain camping reservations and inventory of all campgrounds.

The System will be hosted in a secure data center and meet the requirements included in Exhibit H *Requirements*.

1. The System will process credit card transactions and will meet all PCI DSS requirements as proposed in the Contractor response to RFP in Exhibit H *Requirements* of contract.
2. The Contractor agrees that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.

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EXHIBIT A - CONTRACT DELIVERABLES.

3. The Contractor affirms that, as of the effective date of this contract, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
4. The Contractor will continue to maintain the highest level of PCI compliance, PCI-DSS Level 1. The Contractor will continue to undertake an annual PCI-DSS Level 1 reassessment with a council-approved qualified security assessor (QSA). The Contractor will continue to provide the Attestation of Compliance (AOC) to DNCR on an annual basis.
5. The Contractor will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event should the Contractor's notification to Agency be later than one (1) business day after Contractor learns it is no longer PCI DSS compliant.
6. The Contractor acknowledges that any indemnification provided for under the referenced Contract applies to the failure of the Contractor to be and to remain PCI DSS compliant.
7. The Contractor acknowledges that its solution supports card present transactions and is certified for EMV with Paymentech through the ACTIVE Merchant Services (AMS) gateway.

The Contractor will be responsible for Software installation (if required), deployment support, user/administrator training, ongoing System maintenance and technical support for office and field locations.

The Contractor will ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. The Contractor will provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

3. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

| | Activity, Deliverable, or Milestone | Deliverable Type | Projected Delivery Date |
|--|--|------------------|---------------------------------------|
| PLANNING AND PROJECT MANAGEMENT | | | |
| 1 | Conduct Project Kickoff Meeting | Non-Software | 10 business days of contract signing |
| 2 | Project Status Reports | Written | Weekly |
| 3 | Work Plan | Written | Within 45 days of contract execution. |
| 4 | Desktop/Software Configuration Requirements | Written | Within 45 days of contract execution |
| 5 | Goals and Objective Document | Written | Within 45 days of contract execution |
| 6 | Communications and Change Management Plan | Written | Within 45 days of contract execution |
| 7 | Systems Interface Plan and Design/Capability | Written | Within 45 days of contract execution |
| 8 | Testing Plan | Written | Within 45 days of |

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EXHIBIT A - CONTRACT DELIVERABLES

| | | | |
|----------------|--|--------------|---|
| | | | contract execution |
| 9 | Data Cleansing Plan (Merge duplicate customer accounts and reorganization of POS items). | Written | Within 45 days of contract execution |
| 10 | Deployment Plan - Store Manager, Gift Card Program, and Event/Volunteer Registration Programs | Written | Within 45 days of contract execution |
| 11 | Comprehensive Training Plan and Curriculum | Written | Within 45 days of contract execution |
| 12 | End User Support Plan | Written | Within 45 days of contract execution |
| 13 | Business Continuity Plan | Written | Within 45 days of contract execution |
| 14 | Documentation of Operational Procedures | Written | Within 45 days of contract execution |
| 15 | Customize reports to include: Visitation, Help Desk Performance and Financial Export. | Written | Within 45 days of contract execution |
| TESTING | | | |
| 16 | Conduct User Acceptance Testing (all modules of AWO, include JasperSoft). | Non-Software | Within 45 days of contract. New features will require a discovery session and project plan. Delivery date to be determined as part of project plan. |
| 17 | Confirm all camping policies and fee package. | Written | Within 45 days of contract |
| 18 | Perform Production Tests (all modules of AWO). | Non-Software | Within 45 days of contract. New features will require a discovery session and project plan. Delivery date to be determined as part of project plan. |
| 19 | Test Out-Bound Interfaces (NH First Upload) | Software | Within 45 days of contract |
| 20 | Test peripherals (printers, EMV credit card swipes, cash drawer, and scanners) with AWO, IE 11 and Windows 10 for compatibility with all device s. | Non-Software | Equipment must be tested and ready for deployment January 2, 2018. |
| 21 | Certification of 3 rd Party Penetration Testing and Application Vulnerability Scanning Annually. | Non-Software | Annually |
| 22 | Creation and validation of visitation report to include camping occupancy, | Written | Within 45 days of contract signing |

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| | | | |
|----------------------------|---|-----------------------|--|
| | weather, and POS detail to include activity and transaction date. | | |
| 23 | Test display of 200+ camp sites on one screen in site view. | Software | 12/31/2017 |
| 24 | Provide ALL Testing results to the State's Project Team | Written | Currently in place. |
| SYSTEM DEPLOYMENT | | | |
| 25 | Provide Hardware with Software Installed, Configured, and pre-approved by State. | Software/ Hardware | Deployed for 2018 Camping Season |
| 26 | Implement data cleansing plan into product environment. See #9 above. | Software | Completed for 2018 Camping Season |
| 27 | Conduct Training | Non-Software | As defined in Exhibit L "Training Services" |
| ON-GOING OPERATIONS | | | |
| 28 | Ongoing Hosting Support | Non-Software | Currently in place. |
| 29 | Ongoing Support & Maintenance | Software | Currently in place |
| 30 | Ongoing operational meetings- Regular meetings weekly, Call monitoring meetings every two weeks, and on-site year-end review meeting to be scheduled | Non-Software | As described in Exhibit E- "Implementation Services" |
| 31 | Annual regional on-site training sessions to be conducted in early June at pre-determined locations (2 meetings/2 locations), To include any major releases or enhancements to the system | Non-Software | As defined in Exhibit L "Training Services" |
| 32 | Site Visit to Campgrounds throughout NH as needed on an annual basis. | Non-software | As described in Exhibit H- "Requirements" |
| 33 | End-of-season report to include statistical and financial performance | | To be provided annually in October |
| 34 | PCI DSS Attestation of Compliance (Annually) confirming successful completion of application and network penetration tests. | Written | 2016 report already provided. 2017 and ongoing will be provided annually no later than January 15 th of the following year. |
| 35 | Quarterly certificate confirming successful completion of scans | Non-Software | Quarterly throughout the contract term |
| 36 | Reporting- day use visitation and revenue | Software | Annually |
| 37 | Gift Cards/E-Commerce | Software | Annually |
| 38 | Site Administration & Marketing | Non - Software | Quarterly throughout the contract term |
| 39 | POS- | Software | Update POS on an as |

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| | | | |
|----|---|---------|---|
| | Incidental retail items (e.g. ice, firewood, camping supplies, etc), Season passes, gift certificates, day use admission, additional campers and bulk entry for daily cash reports. Store Manager? | | needed basis for new products |
| 40 | Help Desk Report - confirmation that all camping rules are in effect. | Written | On annual basis by Feb 1st for upcoming season. |
| 41 | Help Desk Performance Reports - to include but not limited to: user contact information, call pickup time, call hold time, total call time, date opened, date closed, total mean time to resolve, description of issue, and escalation time if no resolution. | Written | Emailed on weekly basis in Excel format. |
| 42 | Future enhancements, advanced marketing, advance day use admission, and online shopping cart | Written | TBD |

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EXHIBIT B – PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract for the period between the Effective Date through October 31, 2022. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

| | Activity, Deliverable, or Milestone | Deliverable Date | Price |
|--|---|---------------------------------------|----------|
| PLANNING AND PROJECT MANAGEMENT | | | |
| 1 | Conduct Project Kickoff Meeting | 10 business days of contract signing | Included |
| 2 | Project Status Reports | Weekly | Included |
| 3 | Work Plan | Within 45 days of contract execution. | Included |
| 4 | Desktop/Software Configuration Requirements | Within 45 days of contract execution | Included |
| 5 | Goals and Objective Document | Within 45 days of contract execution | Included |
| 6 | Communications and Change Management Plan | Within 45 days of contract execution | Included |
| 7 | Systems Interface Plan and Design/Capability | Within 45 days of contract execution | Included |
| 8 | Testing Plan | Within 45 days of contract execution | Included |
| 9 | Data Cleansing Plan (Merge duplicate customer accounts and reorganization of POS items). | Within 45 days of contract execution | Included |
| 10 | Deployment Plan - Store Manager, Gift Card Program, and Event/Volunteer Registration Programs | Within 45 days of contract execution | Included |
| 11 | Comprehensive Training Plan and Curriculum | Within 45 days of contract execution | Included |
| 12 | End User Support Plan | Within 45 days of contract execution | Included |
| 13 | Business Continuity Plan | Within 45 days of contract execution | Included |
| 14 | Documentation of Operational Procedures | Within 45 days of contract execution | Included |
| 15 | Customize reports to include: Visitation, Help Desk Performance and Financial Export. | Within 45 days of contract execution | Included |

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| TESTING | | | |
|----------------------------|---|--|----------|
| 16 | Conduct User Acceptance Testing (all modules of AWO, include JasperSoft). | Within 45 days of contract New features will require a discovery session and project plan. Delivery date to be determined as part of project plan. | Included |
| 17 | Confirm all camping policies and fee package. | Within 45 days of contract | Included |
| 18 | Perform Production Tests (all modules of AWO). | Within 45 days of contract | Included |
| 19 | Test Out-Bound Interfaces (NH First Upload) | Within 45 days of contract | Included |
| 20 | Test peripherals (printers, EMV credit card swipes, cash drawer, and scanners) with AWO, IE 11 and Windows 10 for compatibility with all devices. | Equipment must be tested and ready for deployment January 2, 2018. | Included |
| 21 | Certification of 3rd Party Penetration Testing and Application Vulnerability Scanning Annually. | Currently in place. | Included |
| 22 | Creation and validation of visitation report to include camping occupancy, weather, and POS detail to include activity and transaction date. | Within 45 days of contract signing | Included |
| 23 | Test display of 200+ camp sites on one screen in site view. | Within 45 days of contract signing | Included |
| 24 | Provide ALL Testing results to the State's Project Team | Within 45 days of contract signing | Included |
| 25 | Provide ALL Testing results to the State's Project Team | Within 45 days of contract signing | Included |
| SYSTEM DEPLOYMENT | | | |
| 26 | Provide Hardware with Software Installed, Configured, and pre-approved by State. | Deployed for 2018 Camping Season | Included |
| 27 | Implement data cleansing plan into product environment. See #9 above. | Completed for 2018 Camping Season | Included |
| 28 | Conduct Training | As defined in Exhibit L "Training Services" | Included |
| ON-GOING OPERATIONS | | | |
| 29 | Ongoing Hosting Support | Currently in place. | Included |

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| | | | |
|----|---|--|-----------------------------|
| 30 | Ongoing Support & Maintenance | Currently in place | Included |
| 31 | Ongoing operational meetings- Regular meetings weekly, Call monitoring meetings every two weeks, and on-site year-end review meeting to be scheduled | As described in Exhibit E- "implementation services" | Included |
| 32 | Annual regional on-site training sessions to be conducted in early June at pre-determined locations (2 meetings/2 locations), To include any major releases or enhancements to the system | As defined in Exhibit L "Training Services" | Defined in payment schedule |
| 33 | Site Visit to Campgrounds throughout NH as needed on an annual basis. | As described in Exhibit H- "Requirements" | Included |
| 34 | End-of-season report to include statistical and financial performance | To be provided annually in October | Included |
| 35 | PCI DSS Attestation of Compliance (Annually) confirming successful completion of application and network penetration tests. | 2016 report already provided. 2017 and ongoing will be provided annually no later than January 15 th of the following year. | Included |
| 36 | Quarterly certificate confirming successful completion of scans | Quarterly throughout the contract term | Included |
| 37 | Reporting- day use visitation and revenue | Annually | Included |
| 38 | Gift Cards/E-Commerce | Annually | Included |
| 39 | Site Administration & Marketing | Quarterly throughout the contract term | Included |
| 40 | POS: Incidental retail items (e.g. ice, firewood, camping supplies, etc), Season passes, gift certificates, day use admission, additional campers and bulk entry for daily cash reports. Store Manager? | Update POS on an as needed basis for new products | Included |
| 41 | Help Desk Report - confirmation that all camping rules are in effect. | On annual basis by Feb 1st for upcoming season. | Included |

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| | | | |
|----|---|--|----------|
| 42 | Help Desk Performance Reports - to include but not limited to: user contact information, call pickup time, call hold time, total call time, date opened, date closed, total mean time to resolve, description of issue, and escalation time if no resolution. | Emailed on weekly basis in Excel format. | Included |
| 43 | Future enhancements, advanced marketing, advance day use admission, and online shopping cart | TBD | Included |

1.2 Future Contractor Rates Worksheet

The State may request additional Services from the selected Contractor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Contractor Rates Worksheet.

| | | | | | |
|------------------|--------|--------|--------|--------|--------|
| | | | | | |
| Project Manager | 135.00 | 138.00 | 140.00 | 143.00 | 145.00 |
| Trainer | 175.00 | 178.00 | 180.00 | 183.00 | 185.00 |
| Business Analyst | 160.00 | 163.00 | 165.00 | 168.00 | 170.00 |
| Product Manager | 215.00 | 220.00 | 225.00 | 230.00 | 235.00 |

1.3 Transaction Fees and Annual Payments

The below fees are applicable to reservations made in advance only, regardless of sales channel.

| | | | | | |
|--|--------|--------|--------|--------|--------|
| | | | | | |
| Reservation Transaction Fee | \$6.45 | \$6.45 | \$6.45 | \$6.45 | \$6.45 |
| Marketing | \$.05 | \$.05 | \$.05 | \$.05 | \$.05 |
| Reservation Change/Transfer Fee | \$2.15 | \$2.15 | \$2.15 | \$2.15 | \$2.15 |
| Ticketing Transaction fee | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| Credit Card Processing Fee (% of site usage fee & POS sales) | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% |

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EXHIBIT B – PRICE AND PAYMENT SCHEDULE

1.4 Annual Payments – Back Office Support

Monthly invoice for POS and back office support will be generated by RA Outdoors LLC to the State of NH for payment.

| | | | | | | |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| POS 1.5% on estimated sales (Excludes extra adult/child) | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$500,000 |
| Reporting | \$7,500 | \$7,500 | \$7,500 | \$7,500 | \$7,500 | \$37,500.00 |
| Site Administration | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$12,500.00 |
| Gift Card Program | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$12,500.00 |
| Gift Cards (.50 p/gift card – min order 5000) | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$12,500.00 |
| Event/ Volunteer Registration | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$25,000.00 |
| Store Manager | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$12,500.00 |
| Online shopping Cart | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$12,500.00 |
| Hardware (Table 1.5) | \$60,000 | \$60,000 | - | - | - | \$120,000.00 |
| Annual on-site training | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$25,000 |
| Future / System Upgrades | \$20,000 | \$20,000 | \$20,000 | \$20,000 | \$20,000 | \$40,000.00 |
| Total | \$210,000.00 | \$210,000.00 | \$150,000.00 | \$150,000.00 | \$150,000.00 | \$870,000.00 |

STATE OF NEW HAMPSHIRE
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EXHIBIT B - PRICE AND PAYMENT SCHEDULE

1.5 Hardware Component, Warranty, Support and Cost

| | | | | |
|---|--|---|--------------------|----------|
| Desktop | Hewitt Packard | RP5810 POS G1820 4GB 500GB W10P6 64BIT | 2NH08US#ABA | \$663.92 |
| Laptop | Hewitt Packard | SMART BUY 450 G4 I5-7200U 2.5G 8GB 256GB SSD DVD 15.6IN BT W10P 64 | Y9F96UT#ABA | \$794.25 |
| Widescreen Monitor | Hewitt Packard | 21.5IN LCD 1920X1080 1000:1 VH22 VGA DVID 5MS TAA | V9E67AA#ABA | \$122.68 |
| Barcode Scanner | Hewitt Packard | HP IMAGING BARCODE SCANNER | BW868AA | \$175.26 |
| Credit Card Swipe (EMV Compliant) | Chase Paymentech | IPP320 | IPP320 | \$367.75 |
| Battery Backup | SCHNEIDER ELECTRIC IT - CONTAINER | POWER SAVING BACK UPS.RS. 1500 | BR1500G | \$180.87 |
| Cash Drawer with cable | Hewitt Packard | HP STANDARD DUTY CASH DRAWER | QT457AA#ABA | \$82.47 |
| Receipt Thermal Printer and Power Supply | Citizen | CITIZEN, CT- S2000, THERMAL POS PRINTER, 80MM, 220 MM/SEC, 42 COL, SERIAL & USB, INTERNAL POWER SUPPLY | CT-S2000RSU- BK | \$239.75 |
| Optional Equipment | | | | |
| Report Printer | Hewitt Packard | LASERJET ENTERPRISE M506N LASER LCD 43/45PPM A4 LTR MONO | F2A68A#BGJ | \$495.42 |
| *All equipment warrantied for the duration of the contract and replaced if there is failure. Not to exceed \$120,000.00 for the biennium FY 18-19. | | | | |

2. CONTRACT PRICE

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

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The State will not be responsible for any travel or out-of-pocket expenses in excess of \$5,000 per year incurred in the performance of the Services performed under this Contract.

3. INVOICING

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

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

Invoices shall be sent to:

NH Department of Natural and Cultural Resources
Division of Parks and Recreation-Accounts Payable
172 Pembroke Avenue
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

ATTN: Accounts Receivable Department
717 N Harwood St
Suite 2500
Dallas, TX 75201

5. OVERPAYMENTS TO THE CONTRACTOR

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

6. CREDITS

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

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EXHIBIT B - PRICE AND PAYMENT SCHEDULE

7. PROJECT HOLDBACK

The State shall be entitled to withhold monthly payments for any month in which there is an unresolved defective or non-performing component of the System as specified in Class A and/or B deficiencies as stated in Exhibit G *Maintenance & Support Services*.

The holdback will be released to the Contractor when the State determines that the defective or non-performing component of the System has been resolved.

8. LIQUIDATED DAMAGES

In addition to the rights set forth in Section 7, the State shall have the right to assess Liquidated Damages for each day that there is a defective or non-performing component of the system as follows:

| | |
|---------------------|-----------|
| Class A Deficiency: | \$250/day |
| Class B deficiency: | \$100/day |
| Class C deficiency: | \$25/day |

The State shall send a notice to the Contractor by the means set forth in Part 2- Section 17.10 of this Agreement. Following the date of notice, Contractor shall have the following time period to cure the deficiency before Liquidated Damages are assessed:

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

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

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EXHIBIT C - SPECIAL PROVISIONS

SPECIAL PROVISIONS

1. Part I, Section 13 is hereby deleted and replaced with the following:

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees from and against any and all third-party claims arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. In no event shall the Contractor's obligation to indemnify the State under this provision exceed \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

13.1 Contractor shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against the State to the extent that such Claim is based upon provision, by the Contractor, of materials, products, or services as part of Contractor's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this Contract. If any Claim that Contractor is obligated to defend, settle, and pay damages to State under this subsection has occurred or, in Contractor's opinion, is likely to occur, Contractor may, at its option and expense either (1) obtain for the State the right to continue to use the applicable Deliverables, (2) replace or modify the Deliverables so it becomes non-infringing, without materially adversely affecting the Deliverables' specified functionality, or (3) if (1) or (2) are not readily available after using reasonable commercial efforts or, if neither of the foregoing options is commercially reasonable, refund a pro-rata portion of the fees paid by State based on its lost use and terminate this Agreement. Contractor shall not be obligated to defend, settle, or pay Damages for any Claims to the extent based on: (x) any State or third party intellectual property or software incorporated in or combined with the Deliverables where in the absence of such incorporated or combined item, there would not have been infringement, but excluding any third party software or intellectual property incorporated into the Deliverables at Contractor's discretion; (y) Deliverables that has been altered or modified by the State, by any third party or by Contractor at the request of the State (where Contractor had no discretion as to the implementation of modifications to the Deliverables or documentation directed by the State), where in the absence of such alteration or modification the Deliverables would not be infringing; or (z) use of any version of the Deliverables with respect to which Contractor has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch or fix.

13.2 Contractor's obligations under this Section are conditioned upon (1) prompt written notice of the existence of a Claim, provided that a failure of prompt notification shall not relieve the Contractor of liability hereunder except to the extent that defenses to such Claim are materially impaired by such failure of prompt notification; (2) sole control over the defense or settlement of such Claim by the Contractor; and (3) the provision of assistance by the State at the Contractor's request to the extent reasonably necessary for the defense of such Claim.

13.3 Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State.

13.4 All the provisions of this section shall survive the termination of this Agreement.

2. Part 2, Section 3.2 is hereby Amended to add the following:

3.2.1 Contractor has been selected as the sole vendor for the services set forth in this Agreement. The State has no intent at this time to contract for services that are redundant to the scope of work set forth in this Agreement.

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EXHIBIT C - SPECIAL PROVISIONS

3. Part 2, Section 10.2 is hereby amended by adding the following:

10.2.1 Notwithstanding the foregoing, Contractor may use the State data: (i) to communicate with end users who have initiated a request for information from Contractor as part of their use of the services, except that only data associated with that end user may be utilized; (ii) in non-personal, anonymized, aggregated form (e.g., for the analysis of its products and services) provided that such information is not traceable back to any individual; (iii) to distribute the information for use by Contractor's contracted third parties and vendors to be used solely by them in providing products and services that are required to be delivered under this Contract or as are requested by the State or end users; (iv) to use, display, distribute, or transmit information where the individual has consented to such use, except that the State shall have the right to review and approve the categories of information to be distributed to the State's end users; (v) to communicate with end users regarding topics in which Contractor believes the end user may be interested; and (vii) as otherwise permitted by applicable law. For the avoidance of doubt, the provisions of this Contract do not apply to data obtained by Contractor separate and apart from this Contract (e.g., where an individual has registered with Contractor unrelated to the services).

4. Part 2, Section 12.1 and 12.2 are hereby deleted and replaced as follows:

12.1 In no event will the parties be liable to each other for indirect damages or losses (in contract, tort or otherwise) including but not limited to damages for lost profits, lost savings, lost data, loss of use of information or services, or incidental, consequential or special damages. This limitation shall not apply to the Contractor's obligations to indemnify the State pursuant to Part 1, Section 13 through Section 13.4 of this Agreement or to the imposition of Liquidated Damages pursuant to Part 3, Exhibit B of this Agreement.

12.2 The parties agree that the total aggregate liability of any party to the other for claims of direct damages shall not exceed \$250,000. This limitation shall not apply to the Contractor's obligations to indemnify the State pursuant to Part 1, Section 13 through Section 13.4 of this Agreement or to the imposition of Liquidated Damages pursuant to Part 3, Exhibit B of this Agreement.

5. Part 2, Section 13.2 is hereby deleted and left intentionally blank.

6. Part 3, Exhibit B, Section 8 is hereby amended to add the following:

8.1 The State must provide notice of the imposition of Liquidated Damages within sixty (60) days of the discovery of the incident giving rise to the imposition of the Liquidated Damages.

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EXHIBIT D - ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

The Contractor must assume all reasonable travel and related expenses in excess of \$5,000 per year. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this RFP. Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

The Contractor 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*.

The Contractor 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. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

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EXHIBIT D - ADMINISTRATIVE SERVICES

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor'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.

6. ACCOUNTING REQUIREMENTS

The Contractor 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 and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E -IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

The State believes that effective communication and reporting are essential to Project success.

The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Kickoff Meeting:** Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- b. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion. Ongoing operational meetings-regular meetings weekly, call monitoring meetings every two weeks, and on-site year-end review meeting to be scheduled.
- c. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- d. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- e. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects the Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor's responsibility.

The Contractor's Project Manager or the Contractor's Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

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EXHIBIT E -IMPLEMENTATION SERVICES

2. IMPLEMENTATION STRATEGY

2.1 Key Components

- The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan;
- The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- The Contractor's team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

2.3 Change Management and Training

The Contractor's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

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EXHIBIT F – TESTING SERVICES

1.0 Testing

Contractor's AWO is already in use at New Hampshire Parks; therefore, only the new features will need to be tested. The State team is trained to use AWO and is familiar with its current modules and their functionality. There will be no down-time in terms of implementation, set-up and testing.

In addition to this, the Contractor is committed to providing an environment configured with the State's business rules and setting to allow DNCR staff to conduct User Acceptance Testing (UAT) for any new functionality and features introduced during the duration of the service contract to include but not limited to - Grid Scheduling, Mobile Application, Post Camper visit survey, cleansed data and daily cash reports.

The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The Contractor will also provide training as necessary to the State staff responsible for test activities. The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. Contractor shall also correct Deficiencies and support required re-testing. This evaluation ensures compliance with industry regulations and standards such as NIST, Sarbanes-Oxley, and PCI Level 1.

1.1 User Acceptance Testing (UAT) – New Features

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new features/enhancements meet the User Acceptance criteria.

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Upon successful conclusion of UAT and successful System deployment, the State will sign off and the respective Warranty Period shall commence.

1.2 Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests and application vulnerability scanning.

Contractor will maintain the highest level of PCI compliance, PCI-DSS Level 1. Vender will continue to undertake an annual PCI-DSS Level 1 reassessment with a council-approved qualified security assessor (QSA) to deliver the required Report on Compliance (ROC) and the Attestation of Compliance (AOC). RA Outdoors LLC is committed to security and preserving the PCI and PII data entrusted to us.

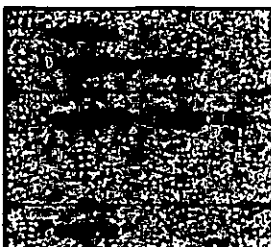
Contractor's in-house solution includes the following:

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| Consumer portal | Call center |
| Point of sale | Data center |
| Merchant services | Backend reporting and management |

Contractor will have a dedicated security team maintaining best-in-class information security program layered throughout business processes designed to do the following:

- Safeguard all customer data against threats and attacks
- Defend against any unauthorized access or use of information
- Protect the confidentiality, integrity, and availability of customer data and services

Contractor's encompassing security program ensures total protection across the organization. By using the NIST 800-53 control families, controls, and framework as a guide, RA Outdoors LLC applies the concept of "Security in Depth" to insulate and protect the various layers of our systems, networks, and applications.

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|  | All products undergo security assessments, which include static scanning, dynamic scanning, and manual penetration testing to reduce vulnerabilities and provide native threat defenses. |
| | RA Outdoors LLC uses vetted policies, standards, and processes to govern how we implement and enforce information security adoption throughout product development and core business processes. Compliance with these policies and procedures is monitored and audited routinely. |
| | Our talented, dedicated team of experts is the best complement to the technical, |

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EXHIBIT F – TESTING SERVICES

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| | <p>policy, and procedure management safeguards. When joining RA OUTDOORS, all team members must complete information security training relevant to their role with an annual knowledge recertification. Team members are permitted data access permissions according to role, and permission is contingent on training completion.</p> |
| | <p>RA Outdoors LLC deploys and implements a multi-layer antivirus program that involves antivirus, malware, and personal firewall protections on all employee computers and laptops. Antivirus signature updates are performed daily.</p> |
| | <p>At RA Outdoors LLC, data is processed and stored in an industry leading Tier 4 data center with fully redundant subsystems and compartmentalized security zones. Unlike competitors that store data other companies' cloud. RA Outdoors LLC understands that the security of your infrastructure is only as good as the foundation you build it on. RA Outdoors LLC owns the hardware infrastructure and does not rely on any third party providers or Contractors to provide these services so we always know where your data is located. Multiple layers of physical security, 24x7x365 video surveillance, as well as biometric access points protect the facility.</p> |
| | <p>To keep up with the ever-changing threat landscape, RA Outdoors LLC continually scans its infrastructure and operating systems for missing patches and new vulnerabilities. Our Service Delivery Teams remediate findings efficiently and in accordance with our strict remediation timeframes.</p> |
| | <p>All changes to RA Outdoors LLC applications, systems, and infrastructure will undergo a fully documented approval process, which includes documentation, tracking, and back-out/contingency planning. RA Outdoors LLC leads the industry combining Agile with a formal process for documenting all changes that occur within the environment. The Information Security team and a Change Advisory Board test and approve all changes prior to production deployment.</p> |
| | <p>RA Outdoors LLC has isolated all of its services and infrastructure to ensure geographical redundancy of its operating environments and support structure to ensure business continuation during a major event. All services and infrastructure are built for resilience and redundancy from the ground up. Our network architecture is designed with redundant, multiple power input processing, and our call centers operate out of multiple locations.</p> |
| | <p>RA Outdoors LLC believes the only way to ensure disaster recovery is to prove it, so we do every year. RA Outdoors LLC performs annual disaster recovery testing and processes test transactions to ensure that we can fail over to a geographically redundant center. We have invested millions of dollars to ensure our infrastructure and customer data is safe from data loss. To ensure data integrity, there are up to ten copies of customer data made, which are synchronized in near real-time to their sister datacenter versus our competitors who often use cloud technology that could locate data within a single region causing loss of data.</p> |

RA Outdoors LLC's Security team employs the following tools and methodologies to maintain and improve the company's security posture. These tools will be seamless to DNCR, but should give you confidence that we hold these standards in the highest regard and are constantly looking to stay ahead of the latest vulnerabilities.

- **Tenable Security Center:** Used to drive our Patch and Vulnerability Management Program
- **Nessus Vulnerability Scanners**
- **Cisco and Palo Alto Firewalls:** Used through our entire infrastructure to provide network layer isolation between our various environments, layer 7 security, and are recognized leaders in the security field

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- **Juniper SSL VPN:** Used to provide employee remote access, this tool ensures that any system connecting to our networks has effectively employed proper antivirus software, personal firewall software, and has up-to-date system patches applied
- **Acunetix:** Used by the Application Security Team to perform application-level scanning and to drive Internal and External Penetration testing
- **Burp Suite and Web Scarab:** Used as part of our Penetration Testing process
- **Metasploit PRO:** Used as an exploitation framework, Metasploit PRO allows us to drive our Penetration Testing program
- **Secure Code Review:** Used by the Application Security Team to perform regular code reviews to look for security risks and anomalies
- **Cisco and Snort IPS/IDS:** Used to monitor and alert or respond to network traffic anomalies
- **Tripwire:** Used to perform file integrity monitoring (FIM) to ensure that our file systems and applications are not tampered with
- **Trustwave ASV:** Used to perform external vulnerability scanning on our systems as required by PCI.
- **Service-Now:** Used to drive our change management program and record any system, network, or application change that occurs is recorded in this system with appropriate approvals built in
- **RSA SecureID:** Used to provide two-factor authentication for remote access, which ensures that access to our sensitive systems is protected appropriately
- **Symantec Antivirus (AV):** Used to deploy, monitor, and manage AV control across our organization
- **Syslog-ng, syslogd, and snare:** Used to gather logs from various servers and appliances and centralize them
- **ACTIVEU and RA OUTDOORS Learn internal learning management systems (LMS):** Used to drive our mandatory security awareness and privacy training for all employees

RA Outdoors LLC constantly evaluates the security tools we use, and will update them throughout the life of the contract as necessary to ensure DNCR is receiving a fully secure system.

RA Outdoors LLC uses several methods to insulate against security breaches. In the case of an actual breach, RA Outdoors LLC promptly notifies appropriate DNCR staff. The RA Outdoors LLC's Security Incident Response Team (ANSIRT) handles any Security Incident. This team responds to identified issues, documents the steps take to resolve the issue, and reports the issues internally.

Any incident response follows the industry-standard approach of Identification, Assessment, Containment, Eradication, Recovery, and Follow-up. The Containment and Eradication phases typically include short-term countermeasures designed to halt the incident and to deal with the immediate threat. The Follow-up phase includes the roll out of any long-term or sweeping changes that were deemed necessary through the Incident Response process.

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EXHIBIT F – TESTING SERVICES

1.3 Penetration Testing

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| Penetration Testing | <p>a.) Implement a methodology for penetration testing that includes the following:</p> <ul style="list-style-type: none"> • Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115) • Includes coverage for the entire CDE perimeter and critical systems • Includes testing from both inside and outside the network • Includes testing to validate any segmentation and scope-reduction controls • Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in Requirement 6.5 • Defines network-layer penetration tests to include components that support network functions as well as operating systems • Includes review and consideration of threats and vulnerabilities experienced in the last 12 months • Specifies retention of penetration testing results and remediation activities results. <p>b.) Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).</p> <p>c.) Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade a sub-network added to the environment, or a web server added to the environment).</p> <p>d.) Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.</p> <p>e.) If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are operational and effective, and isolate all out-of-scope systems from in-scope systems.</p> |
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EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.1 Contractor's Responsibility

The Contractor shall maintain the System in accordance with the Contract.

1.1.1 Maintenance Releases

The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

1.1.2 Standard Agreement

The State will adopt the Contractor's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

2. SYSTEM SUPPORT

2.1 The Contractor will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

Class A Deficiencies – The Contractor will be available to the Department with on-call telephone assistance with an email/telephone response within one (1) hours of request, or the Contractor shall provide support with remote diagnostic Services within two (2) business hours of a request as specified below.

Class B & C Deficiencies – The Department shall notify the Contractor of such Deficiencies and the Contractor shall respond back within two (2) hours of notification of planned corrective action.

The Contractor shall be available the following hours to address Class A, B & C deficiencies:

- **April 1st – October 31st**
 - Sunday – Thursday: 8:00 am – 6:00 pm
 - Friday – Saturday: 8:00 am – 9:00 pm

- **November 1st through March 30th**
 - Monday – Friday: 8:00 am – 5:00 pm

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EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES

3. SUPPORT OBLIGATIONS AND TERM

- 3.1 Contractor shall repair or replace Hardware and Software, and provide maintenance of the Hardware and Software in accordance with the Specifications and terms and requirements of the Contract;
- 3.2 Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State and provide report to State at minimum monthly and weekly if requested;
- 3.3 Contractor shall provide on-call telephone assistance with issue tracking available to the State. At a minimum, Contractor's Solution must have a Help Desk with the following hours (all EST):
- **April 1st – October 31st**
 - Sunday – Thursday: 8:00 am – 6:00 pm
 - Friday – Saturday: 8:00 am – 9:00 pm
 - **November 1st through March 30th**
 - Monday – Friday: 8:00 am – 5:00 pm
- 3.4 For all maintenance Service calls, the Contractor shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time; Deficiency resolution information; Resolved by; Identifying number i.e. work order number; and Issue identified by.
- 3.5 The Contractor must work with the Department to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information: mean time between reported Deficiencies with the Software; diagnosis of the root cause of the problem; and identification of repeat calls or repeat Software problems.
- 3.6 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in P-37 General Provisions and Exhibit B section 7, *Project Hold Back*.

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EXHIBIT H – REQUIREMENTS

C-2 General Requirements Contractor Response Checklist

| Contractor |
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| <p><u>IMPORTANT:</u></p> <p>YOU MUST PROVIDE A RESPONSE IN BOTH THE "CONTRACTOR RESPONSE" AND "DELIVERY METHOD" COLUMNS FOR ALL MANDATORY REQUIREMENTS.</p> <p><u>IF YOU ANSWER "NO" TO A MANDATORY REQUIREMENT WITHOUT PROVIDING ADDITIONAL INFORMATION ABOUT HOW THIS REQUIREMENT CAN BE MET WITH A "FUTURE" OR "CUSTOM" DELIVERY, YOUR PROPOSAL CANNOT BE CONSIDERED.</u></p> |
| <p>Contractor Response Column:</p> <p>Enter a "Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see Delivery Method Column instructions below). Otherwise, enter a "No" and provide comments to explain if/how/when you can meet the requirement with a Future or Custom delivery and provide an estimate for any additional cost that may apply.</p> |
| <p>Delivery Method Column:</p> <p>Complete the delivery method column using Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.</p> <p>Standard - Feature/Function is included in the proposed system and available in the current software release. Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.) Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area.) Not Available/Not Proposing - Feature/Function has not been proposed by the Contractor. This type of delivery cannot be entered for a mandatory requirement only for optional requirements.</p> |
| <p>Comments Column:</p> <p>For all Delivery Method responses other than Standard (Future, Custom, or Not Available/Not Proposing) Contractors <u>must</u> provide a brief explanation. Free form text can be entered into this column.</p> |

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| BUSINESS | | | | | |
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| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | | | |
| GENERAL REQUIREMENTS | | | | | |
| B1.1 | Contractor will provide a hosted centralized NH State Park reservation system accessed through a web-based interface available 24 hours per day, 7 days per week, 365 days per year; reservation website must have the "look and feel" of a NH State Parks website. | M | yes | standard | |
| B1.2 | Contractor must have the ability to host a call center located in the United States with a toll free phone number. At a minimum the Contractors Solution must have a call center with the following hours (EST): - April 1st - October 31st Sunday - Thursday 8:00am - 8:00pm Friday - Saturday 8:00am - 9:00pm - November 1st - March 30th Sunday - Thursday 8:00am - 5:00pm Friday - Saturday 9:00am - 5:00pm Located in the United States with a toll free phone number supplied by the contractor. | M | yes | standard | RA Outdoors LLC agrees that calls will be distributed between their 3 different call centers (New York, Maryland, and California) and will have 3-5 NH based call at home agents. |
| B1.3 | Solution must have an easy-to-use POS system for incidental retail items (e.g. ice, firewood, camping supplies, etc.), season passes, gift certificates, day use admission, visitor data, additional campers and bulk entry for daily cash reports. | M | yes | standard | |
| B1.4 | New reservations, cancellations or changes must be able to be made through a call center (via phone, fax, or e-mail) and online real-time. | M | yes | standard | |
| B1.5 | System must have the ability to reserve campsites and facilities online or through a call center up to 11 months in advance of the reservation date. | M | yes | standard | |

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| B1.6 | Contractor's solution must have the ability to manage various types of reservation transactions to include: pavilion rentals, advance day-use admissions, parking reservations, facility-use reservations, watercraft rentals, and youth-group camping. | M | yes | standard | |
| B1.7 | Contractor must have the ability to collect all applicable fees according to the states fee structure. Contractor must be able to collect extra adult and extra child fee at the time of reservation. | M | yes | standard | RA Outdoors LLC agrees and will set up in UAT to confirm extra adult and child is working properly. |
| B1.8 | System must have the ability for individual parks to be able to make reservations and change existing reservations for their own assigned parks. | M | yes | standard | |
| B1.9 | Contractor must have the ability to distribute surveys and provide compilation of customer satisfaction reports post-visit on a weekly basis. | M | yes | standard | |
| B1.10 | Contractor solution must implement all NH State Parks campground/facility policies. | M | yes | standard | |
| B1.11 | Contractor solution must have the ability for state park managers to adjust campground and facility inventory as needed. | M | yes | standard | |
| B1.12 | Contractor will provide an application to the state park staff that is web based. | M | yes | standard | |
| B1.12.1 | Contractor may provide the ability to operate "off-line" via a thick client. | O | no | | No offline mode is available for Field Manager but is available in Store Manager. |
| B1.13 | Contractor must have the ability to provide a mobile app (iOS and Android) for external users and state staff. | M | yes | standard | |
| B1.14 | Contractor must have the ability to provide all functions of the Enterprise Reservation System for internal and external users on a responsive website. | M | yes | standard | |

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| B1.15 | At a minimum, the Contractor solution must have a help desk (located in the United States or Canada with a toll free phone number) for State staff with the following hours(EST): From April 1st – October 31st: • Sunday - Thursday 8:00am – 6:00pm • Friday - Saturday 8:00am – 9:00pm November 1st through March 30th • Monday - Friday 8am – 5pm | M | yes | standard | |
| B1.16 | Contractor must provide ability for general public to view campground/facility on a map on-line. | M | yes | standard | |
| B1.17 | Contractor must provide ability for general public to view pictures of each campsite on-line. | M | yes | standard | |
| B1.18 | Contractor must provide the ability for general public to be required to create a customer profile (minimum a one-time guest profile) in order to make a reservation. Must provide name, address, phone, and e-mail address. | M | yes | standard | |
| B1.19 | Contractor Solution must have the ability to work on a touch screen devices (monitors, tablets, phones, etc.) for State staff. | M | yes | standard | RA Outdoors LLC confirms both Store Manager and Field Manager are compatible with Touch Screen devices. |
| B1.20 | Provide easy, client-friendly access to data collected. | M | yes | standard | |
| B1.21 | Provide ability to save frequently run reports. | M | yes | standard | |
| B1.22 | Contractor must provide ability for staff to upload/update campsite pictures. | M | yes | standard | |

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| B1.23 | Contractor's solution must provide the administrative Park staff with the ability to run all reports. | M | yes | standard | |
| B1.24 | Contractor must be able to build a customer database that DNCR can access for sending out email notifications, surveys and demographic analysis. Database will be property of DNCR. | | yes | standard | |
| B1.25 | Solution must be able to have cash drawer and receipt functions. | M | yes | standard | |
| B1.26 | The Contractor will have a Data conversion mapping plan and will convert existing Data from the current Reservations into the NH State Park Reservation System. The Contractor must be able to reconcile the conversion process to verify proper transfer of Data. | M | N/A | | As New Hampshire is currently on AWO, data conversion will not be required as part of this project. |
| B1.27 | As the Merchant of Record, Contractor will electronically transfer all funds received on behalf of the State to the State's bank account on a weekly basis. | M | yes | standard | |
| B1.28 | All proceeds from the NH State Park Enterprise Reservation System are funds of the State of New Hampshire, which Contractor holds in trust. These proceeds shall not be co-mingled with personal, business or any other operating funds or diverted or used by Contractor for any purpose. | M | yes | standard | |
| B1.29 | With each EFT to the State bank, Contractor will provide electronic files to the DNCR containing fee details. The total dollar amount of each electronic file will equal the total dollar transferred less the transaction fees. The electronic data files will contain information such as, but not limited to, names, addresses and reservation confirmation number. | M | yes | standard | |
| B1.30 | Contractor solution must have the ability to create and customize security roles such as Park Managers, Field Supervisors, and Field Staff, etc. to assign different functions of the Solution. | M | yes | standard | |

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| B1.31 | Solution should allow for additional items, (such as wood, ice, extra adult, etc.) to be added to the transaction or as a separate purchase and all be included on daily reports. | M | yes | standard | |
| B1.32 | The System must provide the ability to collect/sort the date the activity is sold, the date that the transaction occurs, and the actual date of the activity. | M | yes | standard | |
| B1.33 | Contractor must provide ability for DNCR to categorize all customer types and track all visitations. | M | yes | standard | |
| B1.34 | Ad-hoc reporting must allow the ability to add/change POS items. | M | yes | standard | |
| B1.35 | Solution must allow each Park the ability to run a report at the end of the day showing all activity related to that Parks specific statistical and financial data. | M | yes | standard | |
| B1.36 | System must allow staff to enter revenue and POS items to their daily cash reports. | M | yes | standard | |
| B1.37 | Solution must allow staff to customize their POS items for each individual Park. | M | yes | standard | |
| REPORTING REQUIREMENTS | | | | | |
| B2.2 | Printed reports should include the report title, column headings, date, identification of the user who generated the report, and time report was generated. This information should be on all pages of the report. | M | yes | standard | |
| B2.3 | Ability to run reports for a user-specified date range. | M | yes | standard | |
| B2.4 | Ability for all reports to be run for a specific location or range of locations within a park or multiple parks for which the staff has access to. | M | yes | standard | |
| B2.5 | Ability for all reports to be run for multiple parks at one time and the results must be provided by park for comparison purposes. | M | yes | standard | |
| B2.6 | Ability to print all historical data as well as future occupancy reports. | M | yes | standard | |
| B2.7 | Ability to develop new reports (ad hoc) with accurate results from data that is inputted into the System. | M | yes | standard | RA Outdoors LLC agrees to add to UAT |
| B2.8 | Ability to print reports on-demand in pdf format. | M | yes | standard | |

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| B2.9 | Ability to export reports into Microsoft Excel that will export all the data | M | yes | standard | |
| B2.10 | Ability to modify existing reports to include new data elements. | M | yes | standard | |
| B2.11 | Provide a custom data file automatically that allows the State to upload revenue information into the State accounting system. | M | yes | standard | RA Outdoors LLC will continue to provide the State with this file. RA Outdoors LLC agrees to add to deliverables and UAT. |
| B2.12 | System must provide a report that lists all revenue, by revenue account and locations, and shows totals by category of account. This report can be run by park, by all parks, and/or by date range. This report can be sorted to show all transactions, cash/check transactions, or credit card by type transactions. | M | yes | standard | |
| B2.13 | The system must provide a distribution report that lists the number of nights sold and number of refunds. This report will also show the distribution of sales collected by cash, check, and credit card by type. This report will also list any fees and taxes paid. Totals for all the above will be listed by park locations. | M | yes | standard | |
| B2.14 | System must provide a field credit card transaction report that will show a net total of all field credit card transactions (Total Sales less Total Refunds) by credit card type (Visa, MC, AMEX, Discover) by date for a user-defined date range. | M | yes | standard | |
| B2.15 | System must provide a comprehensive refund report that will show all refunds, adjustments, price changes, and similar transactions that are completed at the field level. The report will include park name, type of refund, transaction ID and/or Reservation ID, operator, date of refund, amount of refund, and any comments. | M | yes | standard | |

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| Req.# | Requirement Description | Criticality | | | |
| B2.16 | System must provide a detailed report by park and date range listing the names and addresses of customers owed a refund via a check. This report must also list the reservation identification number, customer number, and amount for each refund. This report is used to provide refunds to customers that originally paid via cash or check. | O | yes | standard | |
| B2.17 | System must provide a credit card research report that will provide information on all credit card transactions by type for a date range based on the last four digits of the credit card. The report will return a transaction date, transaction amount, customer ID and name, park name, and a receipt or reservation ID number so the transaction can be | O | yes | standard | |
| B2.18 | System must provide a report that will show all revenues at each park and by region by revenue type (camping, cottages, day-use, etc.). The report must be structured so that one report could be run to compare revenues over a specified time period (current year compared to last year, current month compared to same month in previous year, etc.) | M | yes | standard | |
| B2.19 | Contractor will provide new custom reports as needed within a 30-day period from date of request for the report. | M | yes | standard | New reports typically take 3-months to complete the development cycle. The timeline is based on the complexity and number of reports requested. As discussed quotes for new reports will be based on an hourly rate. |
| B2.20 | Contractor must be able to use DNCR accounting codes and properly account for and track all income. | M | yes | standard | |

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| B2.21 | System must provide a report that shows occupancy by facility type for all parks for a designated date range. The report must be able to be filtered by facility type; the results must show totals by park and region; and the report must provide a statewide total. The report must be able to be run by site-type or by customer-type. | M | yes | standard | |
| B2.22 | Contractor will provide accurate occupancy reports showing total number of people and occupancy percentage for camping, pavilions, advance day-use sales, and parking reservations. | M | yes | standard | RA Outdoors LLC agrees that reports can be tested during UAT phase. |
| SITE ADMINISTRATION and MARKETING | | | | | |
| B3.1 | Contractor must provide support to DNCR in integrating ongoing DNCR marketing initiatives. DNCR seeks guidance on incorporating social media, videos, etc. | M | yes | standard | Will retain current marketing relationship with RA Outdoors LLC. To include but not limited to private label website and e-mail blasts. |
| B3.2 | Contractor must provide mechanism for regular reporting to analyze website traffic/usage. | M | yes | standard | |
| B3.3 | Contractor must provide a content management system that allows updating by a DNCR administrator. | M | yes | standard | |
| B3.4 | Contractor to provide cooperative, additional, or unique marketing opportunities to generate more reservations. | M | yes | standard | |

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| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | | | |
| GIFT CARDS/E-COMMERCE | | | | | |
| B4.1 | Contractor must provide a gift card program. | M | yes | standard | RA Outdoors LLC agrees to add gift card program to UAT requirements. |
| B4.2 | System must provide a report that will list all gift card redemptions by location over a specified date range. The report will include a list of gift card redemption transactions, the value of each redemption, and a total amount of redemptions. | M | yes | standard | |
| B4.3 | System must provide a report that will include information, based on user-selected date range, needed to mail any gift cards purchased online to a customer. This information must include the gift card number, amount loaded onto the card, receipt number, recipient name and address, "To" and "From", and the purchaser's phone number. | M | yes | standard | |
| B4.4 | Contractor must provide ability to manage the purchasing and use of gift cards for camping, retail, and day-use areas for any dollar amount. | M | yes | standard | |
| B4.5 | Contractor must provide ability to purchase a gift card at a park through via Contractors POS system and/or on-line. | M | yes | standard | |
| B4.6 | Contractor must provide the ability to redeem the gift card at any park via call center, Contractors POS system, and on-line. | M | yes | standard | |
| B4.7 | System must provide the ability for customers to register and reload their gift cards at any park location through a POS system, over the phone, and on-line. | M | yes | standard | |
| B4.8 | Contractor must provide ability to manage the purchasing of season passes at any park location, call center, and on-line. | M | yes | standard | |
| B4.9 | Contractor must provide a liability report for all unredeemed gift cards | M | yes | standard | |
| B4.10 | Contractor must provide the ability to offer discounts on gift cards as promo's. | M | yes | standard | |

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| B4.11 | Contractor solution has an on-line mechanism for inviting, collecting, and reporting donations for the NH State Park System with a guest comment section and request for recognition. | O | no | | Customers have the ability to make adonation to the NH State Park System, but we currently do not provide the option for a guest comment section. |
| B4.12 | Contractor has ability for online shopping cart solution to sell State Parks merchandise. | O | yes | future | RA Outdoors LLC confirms that online store capability is currently available and live today. Enhancements including pricing for multiple shipping options are scheduled for delivery in early 2018. |
| EVENT/VOLUNTEER REGISTRATION REQUIREMENTS | | | | | |
| B5.1 | Contractor solution has an event registration program that has the ability to integrate to the current parks website and be customized for each event by DNCR. | O | yes | | RA Outdoors LLC has the ability to provide these services and agrees to add to UAT requirements. |
| B5.2 | Event registration program has the ability to collect personal contact information with the ability to send out event updates by DNCR via email. | O | yes | | RA Outdoors LLC has the ability to provide these services and agrees to add to UAT requirements. |

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| B5.3 | Contractor solution has the ability to automatically send customized confirmation emails. | 0 | yes | | RA Outdoors LLC has the ability to provide these services and agrees to add to UAT requirements. |
| B5.4 | Event registration program gives the customer the option to set up a user profile or sign up as a guest. | 0 | yes | | RA Outdoors LLC has the ability to provide these services and agrees to add to UAT requirements. |
| B5.5 | Contractor solution must offer the ability for participants who are registering to sign a photo liability release form that DNCR provides. | 0 | yes | | RA Outdoors LLC has the ability to provide these services and agrees to add to UAT requirements. |
| B5.6 | Contractor solution has the ability for multiple administrator's access and management of events maintained by DNCR. | 0 | yes | | RA Outdoors LLC has the ability to provide these services and agrees to add to UAT requirements. |

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| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | | | |
| GENERAL SPECIFICATIONS | | | | | |
| A1.1 | The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats. | M | yes | standard | |
| A1.2 | Any data collected via the website (such as people's names and email addresses) must be available to the State in an Open Data format as listed at www.nh.gov/doit/open-source/software-data.htm . | M | yes | standard | |
| A1.3 | Web-based compatible and in conformance with the following W3C standards: XHTML 1.0, CSS 2.1, XML 1.0 (fourth edition) | M | yes | standard | |
| A1.4 | Must be compatible with Google Chrome, Firefox, Safari, and IE 11 and above. | M | yes | standard | |
| A1.5 | The Contractor must provide an application that will communicate via low and high bandwidth, such as cellular, DSL and satellite, cable. | M | yes | standard | |
| A1.6 | Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation. | M | yes | standard | |
| A1.7 | Application must be compliant and the PA-DSS (at least version 3.1 at the time of the awarded contract) and SASE 16 (audited statement of controls over the development and maintenance process of software) documents must be submitted on an annual basis. | M | yes | standard | |
| A1.8 | Solution must meet accessibility standards including adherence to the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 level AA and must follow the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 methodology in meeting said (WCAG 2.0 AA) standards | M | yes | standard | |
| A1.9 | The Solution must provide the ability to access the system to fix data entry errors with an audit trail of all changes. | M | yes | standard | |
| A2.1 | Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. | M | yes | standard | |
| A2.2 | Enforce unique user names for all users. | M | yes | standard | |
| A2.3 | Encrypt passwords in transmission and at rest within the database. | M | yes | standard | |

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| A2.4 | Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy. | M | yes | standard | |
| A2.5 | Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide <u>User Account and Password Policy</u> | M | yes | standard | |
| A2.6 | Provide ability to limit the number of people that can grant or change authorizations | | | | |
| A2.7 | Establish ability to enforce session timeouts during periods of inactivity. | M | yes | standard | |
| A2.8 | Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)) | M | yes | standard | |
| A2.9 | The application shall not store authentication credentials or sensitive Data in its code. | M | yes | standard | |
| A2.10 | Audit all attempted accesses that fail identification, authentication and authorization requirements | M | yes | standard | |
| A2.11 | The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept in accordance with PCI DSS requirements. | M | yes | standard | |
| A2.12 | The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain. | M | yes | standard | |
| A2.13 | Do not use Software and System Services for anything other than their designed for use. | M | yes | standard | |
| A2.14 | The application Data shall be protected from unauthorized use when at rest. | M | yes | standard | |
| A2.15 | Keep any sensitive Data or communications private from unauthorized individuals and programs. | M | yes | standard | |
| A2.16 | Subsequent application enhancements or upgrades shall not remove or degrade security requirements | M | yes | standard | |
| A2.17 | Create change management documentation and procedures | M | yes | standard | |
| A2.18 | The application shall comply with the PCI DSS standards. | M | yes | standard | |

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| Req # | Requirement Description | Criticality | | | |
| APPLICATION SECURITY TESTING | | | | | |
| T1.1 | Testing of all standard applications must take place during UAT. | M | yes | standard | |
| T1.2 | The Contractor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. | M | yes | standard | |
| T1.3 | Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users. | M | yes | standard | |
| T1.4 | Test for encryption; supports the transformation of data for security purposes. | M | yes | standard | |
| T1.5 | Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field). | M | yes | standard | |
| T1.6 | Test the interface between Contractor's solution and NH First (State's financial system) and insure database is accurate. | M | yes | standard | |
| T1.7 | Test the User Management feature; supports the administration of computer, application and network accounts within an organization. | M | yes | standard | |
| T1.8 | Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network | M | yes | standard | |
| T1.9 | For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)) | M | yes | standard | |
| STANDARD TESTING | | | | | |
| T1.10 | The Contractor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Appendix G-2. | M | yes | standard | |
| T1.11 | The Contractor must perform application stress testing and tuning as more fully described in Appendix G-2. | M | yes | standard | |

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| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | | | |
| OPERATIONS | | | | | |
| H1.1 | Contractor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982% and 4) must be located within the United States. | M | yes | standard | |
| H1.2 | Contractor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. | M | yes | standard | |
| H1.3 | The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center. | M | yes | standard | |
| H1.4 | Contractor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer. | M | yes | standard | |
| H1.5 | Contractor shall monitor System, security, and application logs. | M | yes | standard | |
| H1.6 | Contractor shall manage the sharing of data resources. | M | yes | standard | |
| H1.7 | Contractor shall manage daily backups, off-site data storage, and restore operations. | M | yes | standard | |
| H1.8 | The Contractor shall monitor physical hardware. | M | yes | standard | |
| H1.9 | The Contractor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office. | M | yes | standard | |
| H1.10 | State access will be via Internet Browser. | M | yes | standard | |

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| HOSTING-CLOUD REQUIREMENTS | | | | | |
|-----------------------------------|---|-------------|--------|--------------------|----------|
| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | Yes/No | Standard/Exception | Comments |
| DISASTER RECOVERY | | | | | |
| H2.1 | Contractor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs. | M | yes | standard | |
| OPERATIONS | | | | | |
| H2.2 | The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced. | M | yes | standard | |
| H2.3 | Contractor shall adhere to a defined and documented back-up schedule and procedure. | M | yes | standard | |
| H2.4 | Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure. | M | yes | standard | |
| H2.5 | Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly. | M | yes | standard | |
| H2.6 | Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility. | M | yes | standard | |
| H2.7 | Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Contractor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs. | M | yes | standard | |
| HOSTING SECURITY | | | | | |
| H3.1 | The Contractor shall employ security measures ensure that the State's application and data is protected. | M | yes | standard | |
| H3.2 | If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted. | M | yes | standard | |

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|-----------------------------------|---|-------------|-----|----------|--|
| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | | | |
| H3.3 | All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection. | M | yes | standard | |
| H3.4 | All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability. | M | yes | standard | |
| H3.5 | The Contractor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure. | M | yes | standard | |
| H3.6 | The Contractor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Contractor' hosting infrastructure and/or the application upon request. | M | yes | standard | |
| H3.7 | All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs. | M | yes | standard | |
| H3.8 | Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA | M | yes | standard | |
| H3.9 | The Contractor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Contractor learns of their occurrence. | M | yes | standard | |

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|-----------------------------------|---|-------------|-----|----------|--|
| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | | | |
| H3.10 | The Contractor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts. | M | yes | standard | |
| SERVICE LEVEL AGREEMENT | | | | | |
| H4.1 | The Contractor's System support and maintenance, shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof. | M | yes | standard | |
| H4.2 | The Contractor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required. | M | yes | standard | |
| H4.3 | The Contractor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract. | M | yes | standard | |
| H4.4 | All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. | M | yes | standard | |
| H4.5 | The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST; | M | yes | standard | |

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|-----------------------------------|--|-------------|-----|----------|--|
| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | | | |
| H4.6 | <p>The Contractor shall conform to the specific deficiency class as described:</p> <p>Class A: The Contractor must initiate corrective action to resolve critical system issues for components provided by the Contractor that render NH Parks unable to perform normal business functions. Normal business functions are defined as those that perform a transaction.</p> <p>Class B: The Contractor must initiate corrective action to resolve system issues for components provided by the Contractor that render NH Parks unable to perform normal business functions, but can be performed through the use of a work around.</p> <p>Class C: The Contractor must initiate corrective action to resolve system issues for components provided by the Contractor that render NH Parks unable to perform non-transaction performing system functions.</p> <p>In each case (Class A,B &C), the contractor will only face damages if the issue is a result of action or inaction of the contractor.</p> <p>In each case (Class A,B &C), the contractor will only face damages if the issue is a result of action or inaction of the contractor.</p> | M | yes | standard | |

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|---------------------------|---|-------------|-----|----------|--|
| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | | | |
| H4.7 | <p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> • Class A Deficiencies - The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; • Class B & C Deficiencies –The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; | M | yes | standard | |
| H4.8 | The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance. | M | yes | standard | |
| H4.9 | A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied. | M | yes | standard | |
| H4.10 | If The Contractor is unable to meet the uptime requirement, The Contractor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing. | M | yes | standard | |
| H4.11 | The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages. | M | yes | standard | |

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|---|---|-------------|-----|----------|---|
| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | | | |
| H4.12 | A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem. | M | yes | standard | |
| H4.13 | The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close. | M | yes | standard | |
| H4.14 | The Contractor will give two-business day's prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes. | M | yes | standard | |
| SUPPORT & MAINTENANCE REQUIREMENTS | | | | | |
| S1.1 | Maintain the system in accordance with the Service Level Agreement requirements described in Section H4 of this spreadsheet. | M | yes | standard | |
| S1.2 | The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost. | M | yes | standard | |
| S1.3 | The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of: From April 1st – October 31st: • Sunday - Thursday 8:00am – 6:00pm • Friday - Saturday 8:00am – 9:00pm November 1st through March 30th • Monday - Friday 8am – 5pm | M | yes | standard | Updated to match 81.15 per RA Outdoors LLC's response |

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|---|---|-------------|-----|----------|--|
| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | | | |
| S1.4 | For all maintenance issues, the Contractor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) identifying number i.e. work order number, 8) Issue identified by. | M | yes | standard | |
| S1.5 | The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems. | M | yes | standard | |
| S1.6 | The Contractor response time for support shall conform to the specific deficiency class as described below: Class A: The Contractor must initiate corrective action to resolve critical system issues for components provided by the Contractor that render NH Parks unable to perform normal business functions. Normal business functions are defined as those that perform a transaction. Class B: The Contractor must initiate corrective action to resolve system issues for components provided by the Contractor that render NH Parks unable to perform normal business functions, but can be performed through the use of a work around. Class C: The Contractor must initiate corrective action to resolve system issues for components provided by the Contractor that render NH Parks unable to perform non-transaction performing system functions. In each case (Class A,B &C), the contractor will only face damages if the issue is a result of action or inaction of the contractor. | M | yes | standard | |

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|---|---|-------------|-----|----------|--|
| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | | | |
| S1.7 | <p>As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following:</p> <p>Class A Deficiencies - The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p>Class B & C Deficiencies –The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed to by the parties.</p> | M | yes | standard | |
| S1.8 | A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied. | M | yes | standard | |
| S1.9 | The Contractor will give two-business day's prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes. | M | yes | standard | |
| S1.10 | If The Contractor is unable to meet the 99.9% uptime requirement, The Contractor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing. | M | yes | standard | |

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|---|--|-------------|-----|----------|--|
| State | | | | | |
| Req # | Requirement Description | Criticality | | | |
| S1.11 | All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within thirty (30) days of release by their respective manufacturers. | M | yes | standard | |
| S1.12 | The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close. | M | yes | standard | |
| PROJECT MANAGEMENT | | | | | |
| P1.1 | Contractor shall participate in an initial kick-off meeting to initiate the Project. | M | yes | standard | |
| P1.2 | Contractor shall submit a preliminary work plan within ten (10) days and a finalized Work Plan within thirty (30) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated as needed. | M | yes | standard | |
| P1.3 | Contractor shall provide detailed bi-weekly status reports on the progress of the Project during Implementation, which may be conducted by phone. | M | yes | standard | |
| P1.4 | All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation in MS Word format. | M | yes | standard | |
| P1.5 | Contractor will provide State with PCI DSS certification documentation and evidence of its most recent validation of compliance. Contractor must supply an attestation of compliance at least annually. | M | yes | standard | |
| P1.6 | Contractor shall provide Project Staff as specified in the RFP. | M | yes | standard | |

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| PROJECT MANAGEMENT | | | | | |
|---------------------------|--|--------------------|-----|----------|--|
| State | | | | | |
| Req # | Requirement Description | Criticality | | | |
| PROJECT MANAGEMENT | | | | | |
| P1.7 | Contractor shall submit a preliminary Project Work Plan within ten (10) days after Contract award and approval by the Governor and Executive Council. The Project Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and payment schedule. The Plan shall be updated no less than weekly. | M | yes | standard | RA Outdoors LLC agrees that the deliverables timetable including preliminary plan will be delivered within 10 days after Contract award and approval by Governor and Council. RA Outdoors LLC further agrees that the final plan will be delivered within 45 days after Contract award and approval by Governor and Council. |
| P1.8 | Contractor will maintain all user, technical, and system documentation as well as project schedules, plans, status reports, and correspondence. Contractor response shall describe the formats that will be used to produce the project documentation. | M | yes | standard | |

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The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within 45 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan for Implementation created by the Contractor and the State is set forth at the end of this Exhibit.

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

1. ASSUMPTIONS

1.1 General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

1.2 Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which State team members have access to the Project folder and granting either view or read/write privileges. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

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1.3 Data Cleanse

- The cleansing of data will be in cooperation with the Contractor and the State. The cleansing will entail:
 - Removal of duplicates accounts within customer database to keep only the most recently created customer account.
 - Campground inventory cleanse by the Contractor will include updating site types, site descriptions, and stay rules via park information sheet provided by the State.
 - POS – reorganization of POS items within AWO Update to include POS product names, product groups, and product classes via information sheet provided by the State.
 - The State will perform validation testing when database has been cleansed

1.4 Project Schedule

- Deployment is planned to begin on the date of G&C approval with a planned go-live date of November 1, 2017.

1.5 Reporting

- The Contractor shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

1.6 User Training

- The Contractor's Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.

2. ROLES AND RESPONSIBILITIES

A. Contractor Team Roles and Responsibilities

1) Contractor Team Project Executive

The Contractor Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) Contractor Team Project Manager

The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor Implementation Team. The Contractor Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;

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- Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide weekly and monthly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage handoff to the Contractor operational staff;
- Manage Transition Services as needed.

3) Contractor Team Analysis

The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) Contractor Team Tasks

The Contractor team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

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B. State Roles and Responsibilities

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) State Project Manager

The State Project Manager shall work side-by-side with the Contractor Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the Contractor team;
- Assist the Contractor Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Contractor Project Manager of any urgent issues if and when they arise; and
- Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks;
- Manage handoff to State operational staff;
- Manage State staff during Transition Services as needed.

2) State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist with data cleansing, integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

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3) State Technical Lead and Architect

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;

- Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at weekly Project meetings.

4) State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the State's team and external third parties' involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION

The use of the AWO System will require:

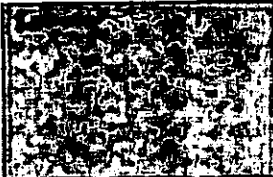
- PC with Windows 10
- Internet Explorer 11
- Microsoft Office 2016
- Symantic Endpoint or equivalent antivirus software for pc
- Adobe Reader V.X
- Adobe SVG Viewer 3.0
- Microsoft .NET Framework 2.0 /w SPI

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4. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 4.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 4.1: In-Scope Interfaces

| Interface | Components, if applicable | Responsible Party | Description |
|---|--|---|--------------------------|
|  | Contractor provides financial exports to clients as part of AWO. | Contractor will work with appropriate DNCR staff to determine the exact needs of this interface to create the cash report export to Lawson. | Daily/Weekly Cash Report |

A. Interface Responsibilities

- Contractor Team shall document the functional and technical Specifications for the interfaces.
- Contractor Team shall develop and Unit Test the interface.
- The State and Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.
- The Contractor Teams shall construct test scripts and create any data needed to support testing the interfaces.

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5. PRELIMINARY WORK PLAN

The following Table 5.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 5.1: High Level Preliminary NH Project Plan

| | | | | | |
|----|----------|--|----------|--------------|---|
| 1 | 1 | Reservation Conversion | 169 days | 1,439.2 days | |
| 2 | 1.1 | Project Start/Call Center Go-Live | 0 days | 0 days | |
| 3 | 1.1 | Project Management | 0 days | 0 days | ActiveOutdoors Professional Services Manager[25%] |
| 4 | 1.2 | Implementation Management | 0 days | 0 days | ActiveOutdoors Professional Services Specialist[25%] |
| 5 | 1.4 | Implementation Project Planning | 73 days | 258.76 days | |
| 6 | 1.4.1 | Gap Analysis per RFP/Conversion | 10 days | 20 days | ActiveOutdoors Business Analyst,ActiveOutdoors Product Manager |
| 7 | 1.4.2 | Internal Gap Analysis Review | 5 days | 35 days | ActiveOutdoors Business Analyst,ActiveOutdoors Product Manager,ActiveOutdoors Call Center Manager,ActiveOutdoors Customer Service Manager,ActiveOutdoors Development Team,ActiveOutdoors Product Support,ActiveOutdoors Professional Services |
| 8 | 1.4.3 | Identification of Project Plan and Schedule | 1 day | 5 days | ActiveOutdoors Professional Services Specialist |
| 9 | 1.4.3 | Creation of Project Scope Document | 2 days | 4 days | ActiveOutdoors Professional Services Specialist[50%],Client PM[50%] |
| 10 | 1.3.6 | Creation of Roles & Responsibilities Document | 4 days | 2 days | ActiveOutdoors Professional Services Specialist |
| 11 | 1.4.6 | Agreement Execution | 1 day | 3 days | ActiveOutdoors Bus. Dev.,ActiveOutdoors Exec.,Client Services Manager |
| 12 | 1.4.4 | Review of Project Plan | 2 days | 4 days | ActiveOutdoors Professional Services Specialist[50%],Client Project Team[50%] |
| 13 | 1.4.5 | Deliver Final Project Implementation Plan | 1 day | 0.25 days | ActiveOutdoors Professional Services Specialist[14%],Client Project Team[11%] |
| 14 | 1.3.10 | Internal Kick Off Meeting | 2 days | 0.2 days | |
| 15 | 1.3.10.1 | Review / Verification of Project Plan & Schedule | 1 day | 0.05 days | ActiveOutdoors Professional Services Specialist[5%] |
| 16 | 1.3.10.2 | Review of Project Scope | 1 day | 0.05 days | ActiveOutdoors Professional Services Specialist[5%] |

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|----|-------------|--|---------|------------|---|
| 17 | 1.3.10.3 | Review Roles and Responsibilities Document | 1 day | 0.1 days | ActiveOutdoors Professional Services Specialist[10%] |
| 18 | 1.4.6 | Initial Planning and Coordination Meeting | 17 days | 20.45 days | |
| 19 | 1.4.6.1 | Review / Verification of Project Plan and Schedule | 5 days | 0.5 days | ActiveOutdoors Professional Services Specialist[5%],Client Project Team[5%] |
| 20 | 1.4.6.2 | Identification of Project Teams (Active and State) | 5 days | 15.07 days | ActiveOutdoors Professional Services Specialist[1%],Client Project Team[300%] |
| 21 | 1.4.6.3 | Reporting Requirements Specifications Collected/Validated | 5 days | 0.49 days | ActiveOutdoors Professional Services Specialist[1%],Client Project Team[9%] |
| 22 | 1.3.7 | Confirm Location Hierarchy (Parks & Reporting) | 3 days | 0.25 days | ActiveOutdoors Professional Services Specialist[8%] |
| 23 | 1.3.8 | Existing Reservations (initial estimate and data mapping) | 5 days | 1 day | ActiveOutdoors Professional Services Specialist[20%] |
| 24 | 1.5.6.1.1 | Meeting for Implementation Materials Review & Distribution | 12 days | 3.14 days | |
| 25 | 1.5.6.1.1.1 | Review of Implementation Guide/System Requirements | 5 days | 0.13 days | ActiveOutdoors Professional Services Specialist[1%],Client Services Manager[0%],Client Project Team[1%] |
| 26 | 1.5.6.1.1.3 | Completion of Implementation Guide | 5 days | 2.01 days | Client PM[22%],ActiveOutdoors Professional Services Specialist[18%] |
| 27 | 1.5.6.1.1.4 | Review of Implementation Guide / Confirmation | 2 days | 1 day | ActiveOutdoors Professional Services Specialist[20%] |
| 28 | 1.5.6.1.1.5 | Sign-Off - Implementation Guide | 0 days | 0 days | Client PM[25%] |
| 29 | 1.4.11 | Park, Site, Tour, POS Data Collection | 12 days | 28 days | |
| 30 | 1.4.11.1 | Identify Requirements for New Data Collection information | 1 day | 3 days | ActiveOutdoors Professional Services Specialist,Client PM,Client Services Manager |
| 31 | 1.4.11.2 | Review of all data collection forms | 1 day | 3 days | ActiveOutdoors Professional Services Specialist,Client PM,Client Services Manager |
| 32 | 1.4.11.3 | Distribution of Data Collection Forms | 1 day | 2 days | ActiveOutdoors Professional Services Specialist,Client PM |
| 33 | 1.4.11.4 | Completion of Data Collection Forms | 10 days | 20 days | ActiveOutdoors Professional Services Specialist,Client PM |
| 34 | 1.4.12 | Park Maps | 45 days | 36.86 days | |
| 35 | 1.4.12.1 | Review Existing Maps Available | 5 days | 10 days | ActiveOutdoors Inventory Team,ActiveOutdoors Professional Services Specialist |
| 36 | 1.4.12.2 | Estimate Map Creation Work | 5 days | 5 days | ActiveOutdoors Inventory Team |
| 37 | 1.4.12.3 | Provide Maps to ACTIVE | 5 days | 5 days | Client PM |
| 38 | 1.4.12.4 | Gift Cards | 33 days | 16.86 days | |

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|----|------------|---|-----------------|----------------------|--|
| 39 | 1.4.12.4.1 | Identify Requirements for Gift Card program | 3 days | 0.78 days | ActiveOutdoors Professional Services Specialist[13%], Client PM[13%] |
| 40 | 1.4.12.4.2 | Determine requirements for physical gift cards | 3 days | 0.78 days | ActiveOutdoors Professional Services Specialist[13%], Client PM[13%] |
| 41 | 1.4.12.4.3 | Identify supplier for physical gift cards | 5 days | 1.3 days | ActiveOutdoors Professional Services Specialist[13%], Client PM[13%] |
| 42 | 1.4.12.4.4 | Receive sample gift card from supplier | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 43 | 1.4.12.4.5 | Test sample gift card | 3 days | 6 days | ActiveOutdoors Professional Services Specialist, ActiveOutdoors QA |
| 44 | 1.4.12.4.6 | Sign off on look and feel of physical gift card | 1 day | 1 day | Client PM |
| 45 | 1.4.12.4.7 | Order physical gift cards | 3 days | 6 days | ActiveOutdoors Professional Services Specialist, Client PM |
| 46 | 1.4.13 | Financial Management and Setup | 10 days | 100 days | |
| 47 | 1.4.13.1 | Review Trust/Bank Account | 10 days | 40 days | ActiveOutdoors Business Analyst, ActiveOutdoors Finance Team, ActiveOutdoors Professional Services Specialist, Client PM |
| 48 | 1.4.13.2 | Review Financial Reporting Requirements | 10 days | 40 days | ActiveOutdoors Business Analyst, ActiveOutdoors Finance Team, ActiveOutdoors Professional Services Specialist, Client PM |
| 49 | 1.4.13.3 | Review/Confirm Credit Card Processing Requirements | 5 days | 20 days | ActiveOutdoors Business Analyst, ActiveOutdoors Finance Team, ActiveOutdoors Professional Services Specialist, Client PM |
| 50 | 1.5 | Implementation Activities | 169 days | 1,180.43 days | |
| 51 | 1.5.2 | Client Hardware Requirements | 55 days | 90.5 days | |
| 52 | 1.5.2.1 | Review Hardware Requirements | 5 days | 10.5 days | Client Services Manager, ActiveOutdoors Professional Services Specialist[10%], Client PM |
| 53 | 1.5.2.2 | Coordination of Purchasing / Delivery / Installation of Equipment | 20 days | 60 days | Client PM, ActiveOutdoors Help Desk Staff, Client Services Manager |
| 54 | 1.5.1.3 | Testing of Existing Hardware (if applicable) | 10 days | 20 days | Client Field Staff, Client PM |
| 55 | 1.4.4 | Client Software Requirements | 55 days | 70.5 days | |
| 56 | 1.4.4.1 | Review Software Requirements (O/S, Drivers etc) | 5 days | 10.5 days | ActiveOutdoors Professional Services Specialist[10%], Client PM, Client Services Manager |
| 57 | 1.4.4.2 | Coordination of Purchasing / Delivery / Installation of Software | 20 days | 60 days | ActiveOutdoors Help Desk Staff, Client PM, Client Services Manager |
| 58 | 1.5.3 | Client Communications Setup | 30 days | 7 days | |
| 59 | 1.4.5.1 | Review Telecommunication Requirements | 15 days | 4 days | |
| 60 | 1.4.5.1.2 | Identification of User Setup Requirements | 15 days | 2 days | ActiveOutdoors Network Admin[13%] |
| 61 | 1.4.5.1.3 | Identification of ISP/Satellite Setup Requirements | 15 days | 2 days | ActiveOutdoors Network Admin[13%] |
| 62 | 1.4.5.2 | Coordination of Telecommunication Services | 15 days | 3 days | |

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| ID | WBS | Task Name | Duration | Work | Resource Names |
|----|---------------|---|----------|------------|--|
| 63 | 1.5.3.2 | User Setup | 15 days | 1.5 days | ActiveOutdoors Network Admin[10%] |
| 64 | 1.4.5.2.3 | ISP/Satellite Setup | 15 days | 1.5 days | Client Support[5%],ISP[5%] |
| 65 | 1.5.5 | Database & Access Requirements | 133 days | 47.9 days | |
| 66 | 1.4.6.2.3 | Database Setup | 107 days | 2.75 days | |
| 67 | 1.4.6.2.3.1 | Creation of Preproduction Environment Database for Implementation and Inventory | 3 days | 0.75 days | ActiveOutdoors Data Architect[25%] |
| 68 | 1.4.6.2.3.2 | Copy of Preproduction Environment Database for Internal Testing Env. (QA) | 2 days | 0.5 days | ActiveOutdoors Data Architect[25%] |
| 69 | 1.5.5.1.9 | Copy of Preproduction Environment Database for System Testing Env. | 2 days | 0.5 days | ActiveOutdoors Data Architect[25%] |
| 70 | 1.5.5.1.7 | Copy of Preproduction Environment Database for Training Env. | 1 day | 0.5 days | ActiveOutdoors Data Architect[25%] |
| 71 | 1.5.5.1.11 | Copy of Preproduction Environment Database for Production Env. | 1 day | 0.5 days | ActiveOutdoors Data Architect[25%] |
| 72 | 1.5.5.2 | Identification of Agency Access Requirements | 38 days | 45.15 days | |
| 73 | 1.5.5.2.1 | AWO | 38 days | 45.15 days | |
| 74 | 1.5.5.2.1.1 | State Management / Finance Staff | 38 days | 1.8 days | |
| 75 | 1.5.5.2.1.1.1 | Financial Manager | 5 days | 0.25 days | ActiveOutdoors Professional Services Specialist[0%],Client PM[5%] |
| 76 | 1.5.5.2.1.1.1 | Admin Manager | 5 days | 0.25 days | ActiveOutdoors Professional Services Specialist[0%],Client PM[5%] |
| 77 | 1.5.5.2.1.1.1 | Resource Manager (access to Reports) | 5 days | 0.25 days | ActiveOutdoors Professional Services Specialist[0%],Client PM[5%] |
| 78 | 1.5.5.2.1.1.1 | Field Manager | 5 days | 0.25 days | ActiveOutdoors Professional Services Specialist[2%],Client PM[3%] |
| 79 | 1.5.4.2.1.1.1 | Venue/Ticket Manager | 5 days | 0.25 days | ActiveOutdoors Professional Services Specialist[2%],Client PM[3%] |
| 80 | 1.4.6.3.1.1.1 | Operations Manager | 5 days | 0.28 days | ActiveOutdoors Professional Services Specialist[3%],Client PM[3%] |
| 81 | 1.4.6.3.1.1.1 | Inventory Manager | 5 days | 0.28 days | ActiveOutdoors Professional Services Specialist[3%],Client PM[3%] |
| 82 | 1.5.5.2.1.2 | State Field Staff (Camping Locations) | 5 days | 2.1 days | |
| 83 | 1.5.5.2.1.2.1 | Field Manager | 5 days | 0.78 days | ActiveOutdoors Professional Services Specialist[3%],Client PM[13%] |
| 84 | 1.5.4.2.1.2.1 | Venue/Ticket Manager | 5 days | 0.8 days | ActiveOutdoors Professional Services Specialist[3%],Client PM[13%] |
| 85 | 1.5.5.2.1.1.1 | Resource Manager (access to Admin, Financial Reports) | 5 days | 0.28 days | ActiveOutdoors Professional Services Specialist[0%],Client PM[5%] |
| 86 | 1.5.4.2.1.2.1 | Store Manager | 5 days | 0.25 days | ActiveOutdoors Professional Services Specialist[0%],Client PM[5%] |

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|-----|--------------|--|----------|-------------|--|
| 87 | 1.4.6.3.1.3 | Call Center Staff | 5 days | 41.25 days | |
| 88 | 1.4.6.3.1.3. | Call Manager | 5 days | 10 days | ActiveOutdoors Customer Service Manager,ActiveOutdoors Call Center Manager |
| 89 | 1.5.4.2.1.3. | Operations Manager | 5 days | 10 days | ActiveOutdoors Customer Service Manager,ActiveOutdoors Call Center Manager |
| 90 | 1.5.4.2.1.3. | Client Support | 5 days | 15 days | ActiveOutdoors Inventory Team,ActiveOutdoors Professional Services Specialist,Client Support |
| 91 | 1.5.4.2.1.3. | Add new role locations (if applicable) | 5 days | 1.25 days | ActiveOutdoors Data Architect[25%] |
| 92 | 1.5.4.2.1.3. | Modify existing roles (if applicable) | 5 days | 5 days | ActiveOutdoors Professional Services Specialist[0%] |
| 93 | 1.5.6 | Data Collection & Setup | 169 days | 964.54 days | |
| 94 | 1.5.6.2 | System Wide Business Requirements / Setup | 10 days | 2 days | |
| 95 | 1.5.6.2.1 | System-Wide Data Review (within Implementation Guide) | 10 days | 2 days | |
| 96 | 1.4.7.2.1.2 | Business Rules | 10 days | 2 days | ActiveOutdoors Professional Services Manager[10%],ActiveOutdoors Professional Services Specialist[10%] |
| 97 | 1.5.5.1.1.2 | Park / Campground / Site Data Codes/Requirements | 0 days | 0 days | ActiveOutdoors Professional Services Specialist[0%] |
| 98 | 1.5.5.1.1.3 | Customer Codes / Requirements | 0 days | 0 days | ActiveOutdoors Professional Services Specialist[0%] |
| 99 | 1.5.5.1.1.4 | Security Codes / Requirements | 0 days | 0 days | ActiveOutdoors Professional Services Specialist[0%] |
| 100 | 1.5.5.1.1.5 | Reporting Codes / Requirements | 0 days | 0 days | ActiveOutdoors Professional Services Specialist[0%] |
| 101 | 1.5.6.2.1.1 | Financial Codes / Requirements / Analysis | 0 days | 0 days | |
| 102 | 1.5.5.1.1.6. | Chart of Accounts | 0 days | 0 days | ActiveOutdoors Professional Services Specialist[0%] |
| 103 | 1.5.5.1.1.6. | Posting Processes | 0 days | 0 days | ActiveOutdoors Professional Services Specialist[0%] |
| 104 | 1.5.5.1.1.6. | Credit card setup (payment processor) | 0 days | 0 days | ActiveOutdoors Professional Services Specialist[0%] |
| 105 | 1.5.5.1.1.6. | Confirm Access to Credit Card Processor for Reconciliation | 0 days | 0 days | ActiveOutdoors Professional Services Specialist[0%] |
| 106 | 1.5.5.1.1.6. | Distribution Data | 0 days | 0 days | ActiveOutdoors Professional Services Specialist[0%] |
| 107 | 1.5.6.2.1.1. | Fee Schedules | 0 days | 0 days | ActiveOutdoors Professional Services Specialist[12%],ActiveOutdoors Professional Services Manager[18%] |
| 108 | 1.4.7.2.1.4 | Reporting Data / Requirements/ Analysis | 0 days | 0 days | |
| 109 | 1.5.6.3.6.5. | Reports Requirements Confirmed | 0 days | 0 days | ActiveOutdoors Professional Services Manager[1%],ActiveOutdoors Professional Services Specialist[1%],Client PM,Client Services Manager |
| 110 | 1.5.6.3.6.5. | Report Schedule Requirements Confirmed | 0 days | 0 days | Client PM,ActiveOutdoors Professional Services Specialist[17%],Client Services Manager |
| 111 | 1.5.6.3.6.5. | Confirmation Letter Requirements Identified (Camping, Ticketing and POS) | 0 days | 0 days | ActiveOutdoors Professional Services Specialist[1%],Client Services Manager[1%],Client PM[1%] |

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|-----|--------------|--|----------|-------------|--|
| 112 | 1.5.6.3 | Data Collection / Conversion / Entry | 152 days | 186.38 days | |
| 113 | 1.4.7.3.1 | Milestones | 80 days | 0 days | |
| 114 | 1.5.6.3.1 | Complete Conversion / Data Entry | 0 days | 0 days | |
| 115 | 1.5.6.3.2 | Complete Data Entry with Maps | 0 days | 0 days | |
| 116 | 1.5.6.3.6 | Data Conversion / Entry Activities | 152 days | 186.38 days | |
| 117 | 1.4.7.3.2.1 | Data Migration | 100 days | 136.91 days | |
| 118 | 1.4.7.3.2.1. | Park, Site, Ticket and POS Information | 100 days | 136.91 days | |
| 119 | 1.4.7.3.2.1. | Locations, Sites, Tickets and POS | 12 days | 20.87 days | |
| 120 | 1.5.5.2.2.1. | Analysis of Locations and Sites | 2 days | 2 days | ActiveOutdoors Professional Services Specialist |
| 121 | 1.4.7.3.2.1. | Migrate Locations and Sites | 2 days | 0.98 days | ActiveOutdoors Data Architect[49%] |
| 122 | 1.4.7.3.2.1. | Review and verify data | 2 days | 0.98 days | ActiveOutdoors Data Architect[49%] |
| 123 | 1.5.5.2.2.1. | Analysis of Site Attributes | 2 days | 2 days | ActiveOutdoors Professional Services Specialist |
| 124 | 1.4.7.3.2.1. | Migrate Site Attributes | 2 days | 0.98 days | ActiveOutdoors Data Architect[49%] |
| 125 | 1.4.7.3.2.1. | Review and verify data | 1 day | 0.49 days | ActiveOutdoors Data Architect[49%] |
| 126 | 1.5.5.2.2.1. | Analysis of Ticket Information | 2 days | 2 days | ActiveOutdoors Professional Services Specialist |
| 127 | 1.5.5.2.2.1. | Migrate Ticket Information | 2 days | 0.98 days | ActiveOutdoors Data Architect[49%] |
| 128 | 1.5.5.2.2.1. | Review and Verify data | 1 day | 0.49 days | ActiveOutdoors Data Architect[49%] |
| 129 | 1.5.5.2.2.1. | Analysis of Notes and Alerts | 2 days | 2 days | ActiveOutdoors Professional Services Specialist |
| 130 | 1.4.7.3.2.1. | Migrate Notes and alerts | 5 days | 2.5 days | ActiveOutdoors Data Architect[50%] |
| 131 | 1.4.7.3.2.1. | Review and verify data | 1 day | 1 day | ActiveOutdoors Professional Services Specialist[35%],ActiveOutdoors Inventory Team[16%],ActiveOutdoors Data Architect[49%] |
| 132 | 1.5.5.2.2.1. | Analysis of POS Data | 3 days | 3 days | ActiveOutdoors Professional Services Specialist |
| 133 | 1.5.5.2.2.1. | Migrate POS Data | 2 days | 0.98 days | ActiveOutdoors Data Architect[49%] |
| 134 | 1.5.5.2.2.1. | Review and verify data | 1 day | 0.49 days | ActiveOutdoors Data Architect[49%] |
| 135 | 1.4.7.3.2.1. | Park Services, Amenities, and Events | 5 days | 5.68 days | |
| 136 | 1.5.5.2.2.1. | Analysis of Park Services, Amenities and Events | 2 days | 2 days | ActiveOutdoors Professional Services Specialist |
| 137 | 1.4.7.3.2.1. | Migrate park services, amenities, equipment rentals and events | 2 days | 2 days | ActiveOutdoors Data Architect |
| 138 | 1.4.7.3.2.1. | Review and Verify Data | 1 day | 1.68 days | ActiveOutdoors Inventory Team[37%],ActiveOutdoors Professional Services Specialist,ActiveOutdoors Data Architect[31%] |
| 139 | 1.4.7.3.2.1. | Seasons and Closures | 13 days | 13.67 days | |

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| 140 | 1.5.5.2.2.1. | Analysis of Seasons and Closures | 3 days | 3 days | ActiveOutdoors Professional Services Specialist |
| 141 | 1.4.7.3.2.1. | Migrate Seasons and Closures (Sites) | 3 days | 3 days | ActiveOutdoors Data Architect |
| 142 | 1.5.5.2.2.1. | Analysis of Tour Inventory | 3 days | 3 days | ActiveOutdoors Professional Services Specialist |
| 143 | 1.5.5.2.2.1. | Migrate Tour Inventory | 3 days | 3 days | ActiveOutdoors Data Architect |
| 144 | 1.4.7.3.2.1. | Review and Verify Data | 1 day | 1.67 days | ActiveOutdoors Inventory Team[37%],ActiveOutdoors Professional Services Specialist,ActiveOutdoors Data Architect[31%] |
| 145 | 1.4.7.3.2.1. | Entry of Park, Site, POS and Tour Data Collection Forms | 30 days | 45 days | |
| 146 | 1.4.7.3.2.1. | Data Entry | 30 days | 30 days | ActiveOutdoors Inventory Team |
| 147 | 1.4.7.3.2.1. | Review & Verify Data | 30 days | 15 days | ActiveOutdoors Professional Services Specialist[50%] |
| 148 | 1.5.5.2.2.1. | Import and Data Entry of POS Items | 25 days | 9.28 days | |
| 149 | 1.5.5.2.2.1. | Import/Enter Master POS listing | 24 days | 8.28 days | ActiveOutdoors Product Support Team[17%],ActiveOutdoors Professional Services Specialist[17%] |
| 150 | 1.5.5.2.2.1. | Review and verify data | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 151 | 1.5.6.3.6.4. | Verification of Park, Site and Ticketing Data | 21 days | 23.41 days | |
| 152 | 1.4.7.3.2.1. | Generate Park Profile Reports | 1 day | 1 day | ActiveOutdoors Inventory Team |
| 153 | 1.5.6.3.6.4. | Data Review | 18 days | 3.68 days | Client Field Staff[23%] |
| 154 | 1.5.6.3.6.4. | Modifications | 18 days | 18 days | ActiveOutdoors Inventory Team |
| 155 | 1.5.6.3.6.4. | Sign-Off - Park & Site Data | 1 day | 0.23 days | Client Field Staff[23%] |
| 156 | 1.4.7.3.2.1. | Copy of Preproduction Database for QA | 1 day | 0.5 days | ActiveOutdoors Data Architect[50%] |
| 157 | 1.5.5.2.2.1. | QA Verification of Data | 19 days | 19 days | |
| 158 | 1.5.5.2.2.1. | Functionality testing, Fees, Business Rules | 5 days | 5 days | ActiveOutdoors QA |
| 159 | 1.5.5.2.2.1. | Sample Reservation Testing | 5 days | 5 days | ActiveOutdoors QA |
| 160 | 1.5.5.2.2.1. | Sample Reservation Import | 9 days | 9 days | |
| 161 | 1.5.5.2.2.1. | Initial Import | 4 days | 4 days | ActiveOutdoors Data Architect |
| 162 | 1.5.5.2.2.1. | QA Testing Cycle 1 | 2 days | 2 days | ActiveOutdoors QA |
| 163 | 1.5.5.2.2.1. | Second import w/fixes | 1 day | 1 day | ActiveOutdoors Data Architect |
| 164 | 1.5.5.2.2.1. | QA Testing Cycle 2 | 2 days | 2 days | ActiveOutdoors QA |
| 165 | 1.4.7.3.2.2 | Data Entry | 134 days | 49.47 days | |
| 166 | 1.5.6.3.6.1 | Business Rule Entry | 20 days | 7.75 days | |
| 167 | 1.5.5.2.2.2. | Enter Business Rules | 20 days | 7.5 days | ActiveOutdoors Professional Services Specialist[38%] |
| 168 | 1.5.6.3.6.1. | Confirm Business Rules | 2 days | 0.25 days | ActiveOutdoors Professional Services Specialist[25%] |

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| 169 | 1.5.6.3.6.2 | Financial Data Entry | 92 days | 18.31 days | |
| 170 | 1.5.6.3.6.2. | Chart of Accounts | 5 days | 1.25 days | ActiveOutdoors Professional Services Specialist[25%] |
| 171 | 1.5.6.3.6.2. | Distribution Data | 5 days | 1.25 days | ActiveOutdoors Professional Services Specialist[25%] |
| 172 | 1.5.6.3.6.2. | Fee Schedules Spreadsheet | 12 days | 5 days | ActiveOutdoors Professional Services Specialist[21%],ActiveOutdoors Inventory Team[21%] |
| 173 | 1.5.6.3.6.2. | Fee Schedules Import | 2 days | 2.5 days | ActiveOutdoors Inventory Team,ActiveOutdoors Professional Services Specialist[25%] |
| 174 | 1.4.7.3.2.2. | Gift Card program | 5 days | 0.25 days | ActiveOutdoors Professional Services Specialist[5%] |
| 175 | 1.5.6.3.6.2. | Verification of Data | 92 days | 8.06 days | |
| 176 | 1.5.6.3.6.2. | Data Review | 5 days | 1.31 days | ActiveOutdoors Professional Services Specialist[26%] |
| 177 | 1.5.6.3.6.2. | Sign-Off - Financial Data Entry | 1 day | 6.75 days | ActiveOutdoors Professional Services Specialist[25%] |
| 178 | 1.5.6.3.6.5 | Reporting Data | 89 days | 7.46 days | |
| 179 | 1.5.6.3.6.5. | Park Report Schedule Data Setup | 2 days | 2.33 days | ActiveOutdoors Professional Services Specialist[17%],ActiveOutdoors Help Desk Staff |
| 180 | 1.5.6.3.6.5. | Report Verification | 1 day | 5.13 days | |
| 181 | 1.5.6.3.6.5. | All Reports Confirmed | 1 day | 1.13 days | ActiveOutdoors Professional Services Specialist[13%],ActiveOutdoors Help Desk Staff |
| 182 | 1.5.6.3.6.5. | Report Schedule Confirmed | 1 day | 4 days | ActiveOutdoors Professional Services Specialist,ActiveOutdoors Help Desk Staff,Client Field Staff,Client PM |
| 183 | 1.6 | Call Center Reporting Setup | 18 days | 15.95 days | |
| 184 | 1.6.2 | Call Center Transaction Report Data Setup | 1 day | 0.1 days | ActiveOutdoors Product Support[5%] |
| 185 | 1.5.5.2.2.2. | Setup Declined Credit Card Report | 1 day | 0.05 days | ActiveOutdoors Product Support[5%] |
| 186 | 1.5.5.2.2.2. | No Pay reports | 1 day | 0.05 days | ActiveOutdoors Product Support[5%] |
| 187 | 1.5.5.2.2.2. | Create CRON job Reports | 15 days | 15.75 days | ActiveOutdoors Product Support[5%],ActiveOutdoors Tech Ops |
| 188 | 1.10 | WWW Implementation | 94 days | 82.64 days | |
| 189 | 1.5.5.3.1 | Copy database to DEV environment | 1 day | 1 day | ActiveOutdoors Data Architect |
| 190 | 1.5.5.3.2 | Provide Private Label URL | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 191 | 1.5.5.3.3 | Style Sheet for private label only (look and feel) | 10 days | 20 days | ActiveOutdoors Professional Services Specialist,Client PM |
| 192 | 1.5.5.3.4 | Marketing Content (Spotlights, Images, text) Private Label home page only | 10 days | 30 days | ActiveOutdoors Professional Services Specialist,Client PM,Marketing Manager |
| 193 | 1.5.5.3.5 | Provide completed web checklist | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 194 | 1.5.5.3.6 | Aliases created for UAT Private Label ONLY | 5 days | 5 days | ActiveOutdoors Web Team |
| 195 | 1.5.5.3.7 | Aliases created for QA Private Label ONLY | 5 days | 5 days | ActiveOutdoors Web Team |
| 196 | 1.10.2 | Park Details | 14 days | 14.64 days | |
| 197 | 1.10.2.1 | Longitude/Latitude Entry | 1 day | 2 days | |

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| 198 | 1.10.2.1.1 | Confirm Lat & Long In ORMS DB | 1 day | 2 days | ActiveOutdoors Professional Services Specialist,ActiveOutdoors |
| 199 | 1.10.2.5 | Maps | 4 days | 5 days | |
| 200 | 1.5.5.3.8.2. | Silverlight Parks maps to be provided to Web Team | 1 day | 1 day | ActiveOutdoors Inventory Team |
| 201 | 1.10.2.5.2 | Convert Park Maps with Image Maps - Rasterizer process | 2 days | 4 days | ActiveOutdoors Inventory Team,ActiveOutdoors Web Team |
| 202 | 1.10.2.6 | Static Page Setup | 12 days | 7.64 days | |
| 203 | 1.5.5.3.8.3. | Contact Us Page | 3 days | 3 days | ActiveOutdoors Web Team |
| 204 | 1.10.2.6.2 | Our Partners Page | 1 day | 1 day | ActiveOutdoors Web Team |
| 205 | 1.5.5.3.8.3. | Campground Directory (Image and Text) | 1 day | 1 day | ActiveOutdoors Web Team |
| 206 | 1.10.2.6.6 | Payment Methods - icons for available card type | 3 days | 0.08 days | ActiveOutdoors Web Team[3%] |
| 207 | 1.5.5.3.8.3. | Copy Pages to Live | 2 days | 0.06 days | ActiveOutdoors Web Team[3%] |
| 208 | 1.5.5.3.8.3. | Deploy into QA | 1 day | 0.25 days | ActiveOutdoors Web Team[25%] |
| 209 | 1.5.5.3.8.3. | Create and deploy web build | 1 day | 0.25 days | ActiveOutdoors Web Team[25%] |
| 210 | 1.5.5.3.8.3. | Create and deploy marketing content | 1 day | 0.25 days | ActiveOutdoors Web Team[25%] |
| 211 | 1.5.5.3.8.3. | QA testing | 5 days | 1 day | ActiveOutdoors QA[20%] |
| 212 | 1.5.5.3.8.3. | Deploy into UAT | 1 day | 0.25 days | ActiveOutdoors Web Team[25%] |
| 213 | 1.5.5.3.8.3. | Create and deploy web build | 1 day | 0.25 days | ActiveOutdoors Web Team[25%] |
| 214 | 1.5.5.3.8.3. | Create and deploy marketing content | 1 day | 0.25 days | ActiveOutdoors Web Team[25%] |
| 215 | 1.10.5 | Live Setup | 10 days | 5 days | |
| 216 | 1.5.6.2.1.7 | Location Photos (Photos on the Web) | 10 days | 1 day | ActiveOutdoors Inventory Team[10%] |
| 217 | 1.5.5.3.9.2 | Create and deploy web build | 1 day | 0.5 days | ActiveOutdoors Web Team[25%],ActiveOutdoors Tech Ops[25%] |
| 218 | 1.5.5.3.9.3 | Create and deploy marketing content | 1 day | 0.5 days | ActiveOutdoors Web Team[25%],ActiveOutdoors Tech Ops[25%] |
| 219 | 1.5.5.3.9.4 | Turn on functionality for go-live | 2 days | 1 day | ActiveOutdoors Web Team[25%],ActiveOutdoors Tech Ops[25%] |
| 220 | 1.5.5.3.9.5 | Setup Site Certificate - Private Label | 2 days | 1 day | ActiveOutdoors Web Team[25%],ActiveOutdoors Tech Ops[25%] |
| 221 | 1.5.5.3.9.6 | Deploy Site Certificate - Private Label | 2 days | 1 day | ActiveOutdoors Web Team[25%],ActiveOutdoors Tech Ops[25%] |
| 222 | 1.5.7 | Call Center / Help Desk Activities | 72 days | 187.69 days | |
| 223 | 1.5.7.1 | Telecommunications | 11 days | 66 days | |
| 224 | 1.5.7.1.1 | Reservations | 11 days | 22 days | |
| 225 | 1.5.7.1.1.1 | Toll Free Number - Selection | 5 days | 10 days | ActiveOutdoors Tech Ops,ActiveOutdoors Call Center |
| 226 | 1.5.7.1.1.2 | Toll Free Numbers - Installation (if Necessary) | 5 days | 10 days | ActiveOutdoors Tech Ops,ActiveOutdoors Call Center Manager |

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| 227 | 1.5.7.1.1.3 | Toll Free Number - Voice Message | 1 day | 2 days | ActiveOutdoors Tech Ops,ActiveOutdoors Call Center |
| 228 | 1.5.7.1.2 | Customer Service Desk | 11 days | 22 days | |
| 229 | 1.5.7.1.2.1 | Number Selection | 5 days | 10 days | ActiveOutdoors Call Center Manager,ActiveOutdoors Tech |
| 230 | 1.5.7.1.2.2 | Number Installation (If Necessary) | 5 days | 10 days | ActiveOutdoors Tech Ops,ActiveOutdoors Call Center |
| 231 | 1.5.7.1.2.3 | Number - Voice Message | 1 day | 2 days | ActiveOutdoors Tech Ops,ActiveOutdoors Call Center |
| 232 | 1.5.7.1.3 | Help Desk / Inventory | 11 days | 22 days | |
| 233 | 1.5.7.1.3.1 | Toll Free Numbers - Selection | 5 days | 10 days | ActiveOutdoors Help Desk Staff,ActiveOutdoors Tech Ops |
| 234 | 1.5.7.1.3.2 | Toll Free Numbers - Installation (If Necessary) | 5 days | 10 days | ActiveOutdoors Help Desk Staff,ActiveOutdoors Tech Ops |
| 235 | 1.5.7.1.3.3 | Toll Free Number - Voice Message | 1 day | 2 days | ActiveOutdoors Help Desk Staff,ActiveOutdoors Tech Ops |
| 236 | 1.5.7.1.4 | Sign-off - Number Selection/Set-up | 0 days | 0 days | Client PM,ActiveOutdoors Professional Services Specialist,Client |
| 237 | 1.5.7.2 | Business Requirements | 72 days | 121.69 days | |
| 238 | 1.5.7.2.1 | Call Center Procedures | 72 days | 12.54 days | |
| 239 | 1.5.5.4.2.1. | Provide Business Rules and Policy Information | 10 days | 0 days | |
| 240 | 1.5.5.4.2.1. | Reservation Policy Worksheet | 10 days | 7.74 days | Client PM[33%],ActiveOutdoors Call Center Manager[44%] |
| 241 | 1.5.7.2.1.2 | Agent Script | 10 days | 4.8 days | ActiveOutdoors Call Center Manager[48%] |
| 242 | 1.5.7.2.1.3 | Client Review/Signoff | 0 days | 0 days | ActiveOutdoors Call Center Manager[8%] |
| 243 | 1.5.7.2.2 | Procedural Requirements | 15 days | 109.14 days | |
| 244 | 1.5.7.2.2.1 | Support Escalation Procedures | 15 days | 49.5 days | |
| 245 | 1.5.7.2.2.1. | Create Procedures | 5 days | 15 days | ActiveOutdoors Help Desk Staff,ActiveOutdoors Inventory Team,ActiveOutdoors Professional Services Specialist |
| 246 | 1.5.7.2.2.1. | Review Procedures | 5 days | 21.5 days | ActiveOutdoors Help Desk Staff,Client PM[30%],ActiveOutdoors Inventory Team,ActiveOutdoors Professional Services Specialist,Client Services Manager |
| 247 | 1.5.7.2.2.1. | Finalize Procedures | 4 days | 12 days | ActiveOutdoors Help Desk Staff,ActiveOutdoors Inventory Team,ActiveOutdoors Professional Services Specialist |
| 248 | 1.5.7.2.2.1. | Provide to Client | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 249 | 1.5.7.2.2.2 | Customer Service Procedures | 12 days | 22.64 days | |
| 250 | 1.5.7.2.2.2. | Create Procedures | 5 days | 8 days | ActiveOutdoors Call Center Manager[60%],ActiveOutdoors Customer Service Manager |
| 251 | 1.5.7.2.2.2. | Refund/Financial Procedures | 5 days | 6.5 days | ActiveOutdoors Call Center Manager[30%],ActiveOutdoors Customer Service Manager |
| 252 | 1.5.5.4.2.2. | Define Closure Procedures | 2 days | 0 days | |
| 253 | 1.5.7.2.2.2. | Review Procedures | 2 days | 2.6 days | ActiveOutdoors Call Center Manager[30%],ActiveOutdoors Customer Service Manager |
| 254 | 1.5.7.2.2.2. | Finalize Procedures | 2 days | 4.54 days | ActiveOutdoors Call Center Manager[27%],ActiveOutdoors Professional Services Specialist,Client Services Manager |
| 255 | 1.5.7.2.2.2. | Provide to Client | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |

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| 256 | 1.5.7.2.2.3 | Email Confirmation Letter Setup | 9 days | 23 days | |
| 257 | 1.5.7.2.2.3. | Obtaining Agency Logo | 2 days | 2 days | ActiveOutdoors Professional Services Specialist |
| 258 | 1.5.7.2.2.3. | Resizing logo for email confirmation | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 259 | 1.5.7.2.2.3. | Gather Confirmation Letter Policy information | 5 days | 5 days | ActiveOutdoors Professional Services Specialist |
| 260 | 1.5.7.2.2.3. | Open case with Application Support for email confirmation letter | 1 day | 15 days | ActiveOutdoors Professional Services Specialist |
| 261 | 1.5.5.4.2.2. | Printed Confirmation Letter | 5 days | 14 days | |
| 262 | 1.5.5.4.2.2. | Provide logo and policy text to fulfillment team for printed confirmation letter | 5 days | 5 days | ActiveOutdoors Professional Services Specialist |
| 263 | 1.5.5.4.2.2. | Create mock-up for printed confirmation letter. | 5 days | 5 days | ActiveOutdoors Customer Service Manager |
| 264 | 1.5.5.4.2.2. | Send to client for approval | 1 day | 2 days | ActiveOutdoors Professional Services Specialist, Client Services Manager |
| 265 | 1.5.5.4.2.2. | Make changes (if required) | 2 days | 2 days | ActiveOutdoors Customer Service Manager |
| 266 | 1.5.5.4.2.2. | Sign-off | 0 days | 0 days | ActiveOutdoors Professional Services Specialist, Client PM, Client Services Manager |
| 267 | 1.5.8 | Transition Plan | 107 days | 271.78 days | |
| 268 | 1.5.8.1.1 | Transition Plan Meeting | 15 days | 110.16 days | |
| 269 | 1.5.8.1.1.1 | Review of Applications | 5 days | 7.19 days | ActiveOutdoors Professional Services Specialist(15%), Client PM, Client Financial Staff(15%), Client Services Manager(15%) |
| 270 | 1.4.9.1.2 | Identify Interim Operating Procedures | 5 days | 12 days | ActiveOutdoors Professional Services Specialist, Client PM, Client Financial Staff(20%), Client Services Manager(20%) |
| 271 | 1.5.8.1.1.2 | Development of Training Plan / Activities | 5 days | 8.99 days | ActiveOutdoors Call Center Training Manager(20%), ActiveOutdoors Professional Services Specialist, ActiveOutdoors Field Training Team(20%), Client PM(20%), Client Services Manager(20%) |
| 272 | 1.5.8.1.1.3 | Identification of Transition Plan - Call Center | 5 days | 1.98 days | ActiveOutdoors Professional Services Specialist(20%), Client PM(6%), ActiveOutdoors Customer Service Manager(14%) |
| 273 | 1.4.9.1.5 | Identification of Transition Plan - Field Locations | 5 days | 20 days | Client PM, ActiveOutdoors Professional Services Specialist, Client Services Manager, Client Financial Staff |
| 274 | 1.4.9.1.7 | Identification of Transition Plan - Management & Finance Dept. | 5 days | 20 days | Client PM, ActiveOutdoors Professional Services Specialist, Client Services Manager, Client Financial Staff |
| 275 | 1.5.5.5.1.7 | Finalize Transition Plan | 10 days | 40 days | ActiveOutdoors Professional Services Specialist, Client PM, Client Services Manager, Client Financial Staff |
| 276 | 1.5.8.1.1.6 | System Review / Reporting of Issues | 22 days | 155.62 days | |
| 277 | 1.5.8.1.1.5 | Provide Access to Testing Environment for System Review | 1 day | 0.12 days | ActiveOutdoors Professional Services Specialist(12%) |
| 278 | 1.5.8.1.1.6. | Training | 3 days | 12 days | Client Project Team, Client PM, ActiveOutdoors Professional Services Specialist, ActiveOutdoors Field Training Team |
| 279 | 1.5.8.1.1.6. | Reports | 17 days | 25.5 days | Client PM(25%), ActiveOutdoors Professional Services Specialist(25%), Client Project Team |

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| 280 | 1.5.8.1.1.6. | Applications (Field Manager, Venue/Ticket Manager, Store Manager) | 17 days | 25.5 days | ActiveOutdoors Professional Services Specialist(25%),Client PM(25%),Client Project Team |
| 281 | 1.5.5.5.2.5 | Gift Cards | 17 days | 5 days | Client PM(5%),ActiveOutdoors Professional Services Specialist(5%),Client Project Team(20%) |
| 282 | 1.5.8.1.1.6. | Procedures | 17 days | 25.5 days | Client PM(25%),ActiveOutdoors Professional Services Specialist(25%),Client Project Team |
| 283 | 1.4.9.2.5 | Web System Review | 17 days | 17 days | |
| 284 | 1.4.9.2.5.1 | Review Period | 17 days | 17 days | Client Project Team |
| 285 | 1.5.8.1.1.7 | Data / Setup Modifications (if necessary) | 18 days | 45 days | ActiveOutdoors Professional Services Manager(4%),ActiveOutdoors Professional Services Specialist(46%), ActiveOutdoors Help Desk Staff,ActiveOutdoors Product Support |
| 286 | 1.5.8.1.1.8 | Final Review | 3 days | 6 days | Client Project Team,Client PM |
| 287 | 1.5.8.1.1.9 | Sign-Off - System Review | 0 days | 0 days | Client PM,Client Project Team |
| 288 | 1.5.9 | Training Plan | 117 days | 234.06 days | |
| 289 | 1.5.7.2.1.4 | Internal ActiveOutdoors Staff Training | 82 days | 45.13 days | |
| 290 | 1.5.5.6.1.1 | Provide Expected Call Volume to Workforce Management | 4 days | 8 days | ActiveOutdoors Professional Services Specialist,Client PM |
| 291 | 1.5.5.6.1.2 | Development of Training Materials | 4 days | 8 days | ActiveOutdoors Call Center Training Manager,ActiveOutdoors Professional Services Specialist |
| 292 | 1.5.5.6.1.3 | Review of Training Materials | 4 days | 8 days | ActiveOutdoors Call Center Training Manager,ActiveOutdoors Professional Services Specialist |
| 293 | 1.5.5.6.1.4 | Train Supervisors / Team Leaders | 4 days | 8 days | ActiveOutdoors Call Center Training Manager,ActiveOutdoors Professional Services Specialist |
| 294 | 1.5.5.6.1.5 | Identify Qualified Agents | 4 days | 4 days | ActiveOutdoors Call Center Training Manager |
| 295 | 1.5.5.6.1.6 | Schedule Training Sessions with Workforce Management | 4 days | 4 days | ActiveOutdoors Call Center Training Manager |
| 296 | 1.5.5.6.1.7 | Create Training Logins | 2 days | 2 days | ActiveOutdoors Call Center Training Manager |
| 297 | 1.5.7.2.1.4. | Call Center Agent Training | 1 day | 1 day | ActiveOutdoors Call Center Training Manager |
| 298 | 1.5.7.2.1.4. | Customer Service Agent Training | 1 day | 1 day | ActiveOutdoors Call Center Training Manager |
| 299 | 1.5.7.2.1.4. | Help Desk Representatives | 1 day | 1.13 days | ActiveOutdoors Help Desk Staff,ActiveOutdoors Professional Services Specialist(13%) |
| 300 | 1.5.9.1 | Agency Management & Finance Staff Training | 86 days | 28.55 days | |
| 301 | 1.5.9.1.1 | Identification of Training Requirements (# of Sessions) | 10 days | 10.3 days | ActiveOutdoors Professional Services Specialist(3%),Client PM,Client Services Manager(0%) |
| 302 | 1.5.5.6.2.2 | Indentification of Training Sessions & Locaitons (Web Based & On-Site) | 10 days | 0.25 days | ActiveOutdoors Professional Services Specialist(1%),Client PM(1%),Client Services Manager(1%) |
| 303 | 1.5.9.1.3 | Development of Training Materials | 10 days | 5 days | ActiveOutdoors Professional Services Specialist(50%) |
| 304 | 1.5.9.1.4 | Review of Training Materials | 2 days | 1 day | ActiveOutdoors Professional Services Specialist(25%),Client PM(25%) |

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| 305 | 1.4.10.2.5 | Training of Management & Finance Staff | 5 days | 6 days | Client Financial Staff[20%],ActiveOutdoors Professional Services |
| 306 | 1.5.5.6.2.6 | Follow up training session with production data | 5 days | 6 days | Client Financial Staff[20%],ActiveOutdoors Professional Services |
| 307 | 1.5.9.2 | Camping and Ticketing Location Training (Field, Venue/Ticket, and Store Manager) | 117 days | 8 days | |
| 308 | 1.4.10.3.2 | Field, Venue/Ticket and Store Manager Training | 117 days | 8 days | |
| 309 | 1.5.9.2.1 | Identification of Training Requirements (# of Sessions) | 5 days | 0.25 days | Client PM[0%],ActiveOutdoors Professional Services Specialist[2%],Client Services Manager[2%] |
| 310 | 1.5.9.2.2 | Identification of Training Sessions & Locations (Web Based & On-Site) | 5 days | 0.25 days | Client PM[0%],ActiveOutdoors Field Training Team[2%],ActiveOutdoors Professional Services |
| 311 | 1.5.9.2.3 | Development of Training Materials | 10 days | 2 days | ActiveOutdoors Field Training Team[20%] |
| 312 | 1.5.9.2.4 | Review of Training Materials | 2 days | 0.5 days | ActiveOutdoors Call Center Training Manager[25%] |
| 313 | 1.4.10.3.2.8 | Training of Field Locations - Dates TBD | 5 days | 5 days | ActiveOutdoors Field Training Team |
| 314 | 1.5.5.6.4 | System Freeze | 114 days | 152.38 days | |
| 315 | 1.5.5.6.4.1 | System Freeze Period | 6 days | 0 days | |
| 316 | 1.5.5.6.4.2 | System Cutoff | 0 days | 0 days | |
| 317 | 1.5.5.6.4.2. | Reservation Cutoff | 0 days | 0 days | |
| 318 | 1.5.5.6.4.2. | Payment collection Cutoff | 0 days | 0 days | |
| 319 | 1.5.5.6.4.2. | Cancellation Cutoff | 0 days | 0 days | |
| 320 | 1.5.5.6.4.2. | Refund Process Cutoff | 0 days | 0 days | |
| 321 | 1.5.5.6.4.2. | Inventory Cutoff | 0 days | 0 days | |
| 322 | 1.5.5.6.4.3 | System Freeze Tasks | 20 days | 63 days | |
| 323 | 1.5.5.6.4.3. | Customer Service Tasks | 7 days | 33 days | |
| 324 | 1.5.5.6.4.3. | Process Outstanding Refunds | 7 days | 7 days | ActiveOutdoors Customer Service Manager |
| 325 | 1.5.5.6.4.3. | Collect Pending Payments | 7 days | 7 days | ActiveOutdoors Customer Service Manager |
| 326 | 1.5.5.6.4.3. | Declined Credit Card Payments | 7 days | 7 days | ActiveOutdoors Customer Service Manager |
| 327 | 1.5.5.6.4.3. | Determine Queue Messaging | 3 days | 9 days | ActiveOutdoors Call Center Manager,ActiveOutdoors Professional Services Specialist,Client PM |
| 328 | 1.5.5.6.4.3. | Update Queue Messaging (if necessary) | 3 days | 3 days | ActiveOutdoors Customer Service Manager |
| 329 | 1.5.5.6.4.3. | Call Center Tasks | 16 days | 12 days | |
| 330 | 1.5.5.6.4.3. | Determine Queue Messaging | 3 days | 6 days | ActiveOutdoors Call Center Manager,ActiveOutdoors Professional Services Specialist |
| 331 | 1.5.5.6.4.3. | Update Queue Messaging (if necessary) | 3 days | 3 days | ActiveOutdoors Call Center Manager |
| 332 | 1.5.5.6.4.3. | Notify Call Agents and Support Staff | 1 day | 1 day | ActiveOutdoors Call Center Manager |
| 333 | 1.5.5.6.4.3. | Scripting Changes - if required | 2 days | 2 days | ActiveOutdoors Call Center Manager |
| 334 | 1.5.5.6.4.3. | Finance Tasks | 5 days | 10 days | |

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| 335 | 1.5.5.6.4.3. | Invoice Processing | 5 days | 5 days | ActiveOutdoors Finance Team |
| 336 | 1.5.5.6.4.3. | Confirm Credit Card batches are closed | 5 days | 5 days | ActiveOutdoors Finance Team |
| 337 | 1.5.5.6.4.3. | Tech Ops | 20 days | 3 days | |
| 338 | 1.5.5.6.4.3. | Modify existing user access to Read Only | 2 days | 2 days | ActiveOutdoors Tech Ops |
| 339 | 1.5.5.6.4.3. | Ensure database access for Product Support and HDI | 1 day | 1 day | ActiveOutdoors Tech Ops |
| 340 | 1.5.5.6.4.3. | Web | 1 day | 2 days | |
| 341 | 1.5.5.6.4.3. | Update Website Text | 1 day | 1 day | ActiveOutdoors Web Team |
| 342 | 1.5.5.6.4.3. | Redirect Links | 1 day | 1 day | ActiveOutdoors Web Team |
| 343 | 1.5.5.6.4.3. | Inventory | 3 days | 3 days | |
| 344 | 1.5.5.6.4.3. | Update database with last minute changes | 3 days | 3 days | ActiveOutdoors Inventory Team |
| 345 | 1.8 | Deployment Plan | 81 days | 37 days | |
| 346 | 1.5.5.6.4.4. | Internal User Access | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 347 | 1.5.5.6.4.4. | Product Management | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 348 | 1.5.5.6.4.4. | Client Services | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 349 | 1.5.5.6.4.4. | Development | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 350 | 1.5.5.6.4.4. | Client Support | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 351 | 1.5.5.6.4.4. | Product Support | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 352 | 1.5.5.6.4.4. | Internal Procedures | 17 days | 31 days | |
| 353 | 1.5.5.6.4.4. | load Database (contract schema; customers; setup admin; web admin; imp credit card setup (payment processor) | 1 day | 3 days | ActiveOutdoors Data Architect,ActiveOutdoors Tech Ops,ActiveOutdoors Web Team |
| 354 | 1.5.5.6.4.4. | credit card setup (payment processor) | 1 day | 1 day | ActiveOutdoors Data Architect |
| 355 | 1.5.5.6.4.4. | svg maps to ewebs | 1 day | 1 day | ActiveOutdoors Web Team |
| 356 | 1.5.5.6.4.4. | restart AWO | 1 day | 1 day | ActiveOutdoors Tech Ops |
| 357 | 1.5.5.6.4.4. | add contract to RA.com | 1 day | 1 day | ActiveOutdoors Web Team |
| 358 | 1.5.5.6.4.4. | sanity test contract on RA.com | 1 day | 3 days | ActiveOutdoors QA,ActiveOutdoors Tech Ops,ActiveOutdoors Web Team |
| 359 | 1.5.5.6.4.4. | deploy PLW, internal only - no reservations enabled | 1 day | 3 days | ActiveOutdoors QA,ActiveOutdoors Tech Ops,ActiveOutdoors Web Team |
| 360 | 1.5.5.6.4.4. | sanity test on PLW | 1 day | 3 days | ActiveOutdoors QA,ActiveOutdoors Tech Ops,ActiveOutdoors Web Team |
| 361 | 1.5.5.6.4.4. | setup QA user accounts | 1 day | 1 day | ActiveOutdoors QA |
| 362 | 1.5.5.6.4.4. | QA to work with systems to run Production sanity test | 1 day | 2 days | ActiveOutdoors QA,ActiveOutdoors Tech Ops |
| 363 | 1.5.5.6.4.4. | verify test transaction | 1 day | 1 day | ActiveOutdoors QA |
| 364 | 1.5.5.6.4.4. | void test transaction | 1 day | 1 day | ActiveOutdoors QA |

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| 365 | 1.5.5.6.4.4. | PLW made public | 1 day | 3 days | ActiveOutdoors QA,ActiveOutdoors Tech Ops,ActiveOutdoors Web Team |
| 366 | 1.5.5.6.4.4. | verify test transaction in bank file | 1 day | 2 days | ActiveOutdoors Finance Team,ActiveOutdoors QA |
| 367 | 1.5.5.6.4.4. | verify reconciliation | 1 day | 1 day | ActiveOutdoors Finance Team |
| 368 | 1.5.5.6.4.4. | ensure access time rule is in place for go-live | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 369 | 1.5.5.6.4.4. | remove "not taking reservations" setting on RA.com and PLW | 1 day | 1 day | ActiveOutdoors Web Team |
| 370 | 1.5.5.6.4.4. | verify access time rule is working | 1 day | 2 days | ActiveOutdoors Professional Services Specialist,ActiveOutdoors Web Team |
| 371 | 1.8.1 | Agency Management & Finance Staff | 82 days | 2.5 days | |
| 372 | 1.8.1.1 | Coordinate Schedule for Management & Finance Department Representatives | 5 days | 0.25 days | ActiveOutdoors Professional Services Specialist[5%] |
| 373 | 1.8.1.2 | Coordinate Support Resources for Go-Live | 5 days | 0.25 days | ActiveOutdoors Professional Services Specialist[5%] |
| 374 | 1.8.1.3 | Go-Live with Access to Applications (Resource Manager, Finance Manager, Reports, etc.) | 1 day | 2 days | Client PM,Client Financial Staff |
| 375 | 1.8.2.1.2 | Call Center Go-Live (Call Manager) | 28 days | 24.3 days | |
| 376 | 1.8.2.1.2.6 | Provide Logins / Access for Go-Live | 1 day | 0.05 days | ActiveOutdoors Professional Services Specialist[5%] |
| 377 | 1.8.2.1.2.7 | Coordinate Support Resources for Go-Live | 5 days | 0.25 days | ActiveOutdoors Professional Services Specialist[5%] |
| 378 | 1.5.5.6.4.6. | System Check (Call Manager, Credit Card Process, Ops Manager, Reports) | 2 days | 1 day | ActiveOutdoors Professional Services Specialist[50%] |
| 379 | 1.5.5.6.4.6. | Application Support access to Live DB | 1 day | 1 day | ActiveOutdoors Tech Ops |
| 380 | 1.8.2.1.2.8 | Call Center On-Line | 1 day | 1 day | |
| 381 | 1.8.2.1.2.12 | Monitoring Call Center | 10 days | 21 days | ActiveOutdoors Professional Services Specialist[10%],ActiveOutdoors Call Center Manager,ActiveOutdoors Customer Service |
| 382 | 1.5.5.6.4.7 | Internet Go-Live | 1 day | 1 day | |
| 383 | 1.5.5.6.4.7. | www.reserveamerica.com & Private Label Live | 1 day | 1 day | |
| 384 | 1.8.2.1 | Camping/POS/Ticketing Locations | 114 days | 15.08 days | |
| 385 | 1.6.3.1 | Daily Facility Management Reports | 1 day | 2 days | |
| 386 | 1.6.3.1.1 | DFM Reports Live (to All Locations) | 1 day | 2 days | ActiveOutdoors Help Desk Staff,ActiveOutdoors Professional Services Specialist |

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| 387 | 1.8.2.1.2 | Camping, Ticket and POS/Store Manager Locations Go-Live | 114 days | 13.08 days | |
| 388 | 1.8.2.1.2.6 | Provide Logins / Access for Go-Live | 5 days | 0.25 days | ActiveOutdoors Professional Services Specialist(5%) |
| 389 | 1.5.5.6.4.8. | Deploy Support Center Access | 3 days | 3 days | ActiveOutdoors Product Support |
| 390 | 1.8.2.1.2.7 | Coordinate Support Resources for Go-Live | 1 day | 2 days | ActiveOutdoors Professional Services Specialist |
| 391 | 1.6.3.3.3 | System Check (All Applications) | 2 days | 2.5 days | ActiveOutdoors Professional Services Specialist(50%) |
| 392 | 1.8.2.1.2.8 | Field Locations On-Line | 5 days | 5 days | Client Field Staff |
| 393 | 1.8.2.1.2.12 | Monitoring Field Locations as they open | 5 days | 0.33 days | ActiveOutdoors Professional Services Specialist(7%) |
| 394 | 1.7 | Go-Live Milestones | 19 days | 9.5 days | |
| 395 | 1.7.1 | Call Center Go-Live | 0 days | 0 days | |
| 396 | 1.7.2 | Internet Go-Live | 0 days | 0 days | |
| 397 | 1.6.3.4.3 | DFM Locations On-Line | 0 days | 0 days | |
| 398 | 1.8.2.1.2.8 | Field Locations On-Line | 0 days | 0 days | |
| 399 | 1.5.5.6.4.9. | Post Go Live Support | 19 days | 9.5 days | ActiveOutdoors Professional Services Specialist(50%) |
| 400 | 2 | Jaspersoft / AWO Insights Domain Implementation | 262.13 days | 764.38 days | |
| 401 | 2.1 | Jaspersoft / AWO Insights Demo | 2 days | 2 days | ActiveOutdoors Product Manager |
| 402 | 2.2 | Reporting Requirements Review | 10 days | 70 days | ActiveOutdoors Data Architect,ActiveOutdoors Project Manager,Client,Client PM,Client Services Manager,ActiveOutdoors Development Team,ActiveOutdoors Product Manager |
| 403 | 2.3 | Identify Reports for development | 10 days | 60 days | ActiveOutdoors Data Architect,ActiveOutdoors Project Manager,Client,Client PM,Client Services Manager,ActiveOutdoors Product Manager |
| 404 | 2.4 | Identify Jaspersoft domains for data mart | 10 days | 10 days | ActiveOutdoors Product Manager |
| 405 | 2.5 | Generate product change requests - JasperSoft Domains | 5 days | 5 days | ActiveOutdoors Product Manager |
| 406 | 2.6 | Specifications for JS Domains | 20 days | 20 days | ActiveOutdoors Product Manager |
| 407 | 2.7 | PCR A - Release 1 | 117 days | 369.38 days | |
| 408 | 2.7.1 | Product Specifications | 0 days | 0 days | |
| 409 | 2.7.1.1 | Stories Ready for Grooming | 0 days | 0 days | ActiveOutdoors Product Manager |
| 410 | 2.7.1.2 | Stories Grooming Completed | 0 days | 0 days | ActiveOutdoors Product Manager |
| 411 | 2.7.2 | Development | 71 days | 138 days | |
| 412 | 2.7.2.1 | Data Design | 11 days | 16 days | |
| 413 | 2.7.2.1.1 | Data Modeling | 11 days | 11 days | ActiveOutdoors Data Architect |
| 414 | 2.7.2.1.2 | Data Mapping | 5 days | 5 days | ActiveOutdoors Data Architect |
| 415 | 2.7.2.2 | GoldGate | 4 days | 4 days | |

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| 416 | 2.7.2.2.1 | Turn on GoldenGate | 4 days | 4 days | ActiveOutdoors Data Architect |
| 417 | 2.7.2.3 | Load Data | 14 days | 15 days | |
| 418 | 2.7.2.3.1 | Initial ETL | 14 days | 14 days | ActiveOutdoors Database Architect |
| 419 | 2.7.2.3.2 | Initial Load of DataMart | 1 day | 1 day | ActiveOutdoors Database Architect |
| 420 | 2.7.2.4 | Initial Development | 22 days | 88 days | |
| 421 | 2.7.2.4.1 | Initial Domain Development | 22 days | 44 days | ActiveOutdoors Data Architect,ActiveOutdoors Development Team |
| 422 | 2.7.2.4.2 | Initial Template Development | 22 days | 44 days | ActiveOutdoors Data Architect,ActiveOutdoors Development Team |
| 423 | 2.7.2.5 | Cycle 2 Development | 40 days | 15 days | |
| 424 | 2.7.2.5.1 | ReModel/ReMap | 0 days | 0 days | ActiveOutdoors Data Architect,ActiveOutdoors Development Team,ActiveOutdoors Database Architect |
| 425 | 2.7.2.5.2 | Revise Initial ETL | 0 days | 0 days | ActiveOutdoors Data Architect,ActiveOutdoors Development Team,ActiveOutdoors Database Architect |
| 426 | 2.7.2.5.3 | Delta ETL | 0 days | 0 days | ActiveOutdoors Database Architect |
| 427 | 2.7.2.5.4 | Unit Test | 5 days | 15 days | Ellen/Marina,ActiveOutdoors Data Architect,ActiveOutdoors Development Team |
| 428 | 2.7.3 | QA Validation | 52 days | 55 days | |
| 429 | 2.7.3.1 | Test Case Design | 3 days | 3 days | ActiveOutdoors QA |
| 430 | 2.7.3.2 | Deploy to QA | 0 days | 0 days | ActiveOutdoors Development Team,ActiveOutdoors Data Architect |
| 431 | 2.7.3.3 | Test Case Execution | 9 days | 9 days | ActiveOutdoors QA |
| 432 | 2.7.3.4 | Bug Verify | 4 days | 4 days | ActiveOutdoors QA |
| 433 | 2.7.3.5 | Second Round | 28 days | 24 days | |
| 434 | 2.7.3.5.1 | Update ETL and fix all issues | 19 days | 19 days | ActiveOutdoors Database Architect |
| 435 | 2.7.3.5.2 | Complete testing and bug verification. | 5 days | 5 days | ActiveOutdoors QA |
| 436 | 2.7.3.6 | Deploy to UAT | 0 days | 0 days | ActiveOutdoors Development Team,ActiveOutdoors Data Architect |
| 437 | 2.7.3.7 | UAT Smoke test | 1 day | 1 day | ActiveOutdoors QA |
| 438 | 2.7.3.8 | Dev Support for bug fixes | 7 days | 14 days | ActiveOutdoors Development Team,ActiveOutdoors Data Architect |
| 439 | 2.7.4 | * QA Signoff | 0 days | 0 days | ActiveOutdoors QA |
| 440 | 2.7.5 | UAT Preparation | 48 days | 24 days | |
| 441 | 2.7.5.1 | Confirm UAT schedule with customer | 1 day | 1 day | Client Services Manager |
| 442 | 2.7.5.2 | UAT Process Planning | 1 day | 1 day | ActiveOutdoors Project Manager |
| 443 | 2.7.5.3 | User Guide | 15 days | 15 days | |
| 444 | 2.7.5.3.1 | - draft | 10 days | 10 days | ActiveOutdoors Bus. Dev. |
| 445 | 2.7.5.3.2 | - review | 2 days | 2 days | ActiveOutdoors Product Manager |
| 446 | 2.7.5.3.3 | - update | 2 days | 2 days | ActiveOutdoors Bus. Dev. |

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| 447 | 2.7.5.3.4 | - load into application | 1 day | 1 day | ActiveOutdoors Development Team |
| 448 | 2.7.5.4 | UAT Environment Setup | 7 days | 7 days | |
| 449 | 2.7.5.4.1 | Modify the theme on Dev/QA/UAT/Prod | 4 days | 4 days | ActiveOutdoors Data Architect |
| 450 | 2.7.5.4.2 | Deploy to UAT | 1 day | 1 day | ActiveOutdoors Development Team |
| 451 | 2.7.5.4.3 | UAT deployment smoke test | 1 day | 1 day | ActiveOutdoors QA |
| 452 | 2.7.5.4.4 | Permission setup | 1 day | 1 day | ActiveOutdoors Professional Services Specialist |
| 453 | 2.7.6 | UAT Cycle 1 | 25 days | 25 days | |
| 454 | 2.7.6.1 | Train customer | 1 day | 1 day | ActiveOutdoors Training |
| 455 | 2.7.6.2 | Client testing | 8 days | 8 days | Client PM |
| 456 | 2.7.6.3 | Defect repair | 8 days | 8 days | ActiveOutdoors Development Team |
| 457 | 2.7.6.4 | QA retest defects | 8 days | 8 days | ActiveOutdoors QA |
| 458 | 2.7.7 | * UAT signoff | 0 days | 0 days | Client PM |
| 459 | 2.7.8 | Production Environment Setup | 113 days | 86 days | |
| 460 | 2.7.8.1 | Complete deployment plan | 28 days | 28 days | ActiveOutdoors Project Manager |
| 461 | 2.7.8.2 | AWO URL configuration update | 1 day | 1 day | ActiveOutdoors Development Team |
| 462 | 2.7.8.3 | AWO Product Release | 1 day | 1 day | ActiveOutdoors Project Manager |
| 463 | 2.7.8.4 | Partition F5 on prod_bi_jaspersoft_http | 1 day | 0 days | |
| 464 | 2.7.8.5 | AWO & Active Data Insight DB-SQLserver Windows Regular Patching_R2 | 1 day | 0 days | |
| 465 | 2.7.8.6 | Turn on Golden Gate | 2 hrs | 0.25 days | ActiveOutdoors Data Architect |
| 466 | 2.7.8.7 | Initial Load into Oracle DB | 2 days | 2 days | ActiveOutdoors Data Architect |
| 467 | 2.7.8.8 | Submit SQL Server DB request form | 2 hrs | 0.5 days | ActiveOutdoors Data Architect,ActiveOutdoors DBA |
| 468 | 2.7.8.9 | Create SQL Server DB | 1 day | 1 day | ActiveOutdoors DBA |
| 469 | 2.7.8.10 | Initial Load in SQL Server DB | 2 days | 2 days | ActiveOutdoors DBA |
| 470 | 2.7.8.11 | Install Jaspersoft servers | 1.5 wks | 7.5 days | ActiveOutdoors Data Architect |
| 471 | 2.7.8.12 | Install and configure Jaspersoft | 2.5 wks | 12.5 days | ActiveOutdoors Data Architect |
| 472 | 2.7.8.13 | Update Servers/Jaspersoft with UAT/QA fixes | 1 wk | 5 days | ActiveOutdoors Data Architect |
| 473 | 2.7.8.14 | Setup hierarchy with permissions | 2 days | 2 days | ActiveOutdoors Development Team |
| 474 | 2.7.8.15 | Deploy domain and template | 1 day | 1 day | ActiveOutdoors Development Team |
| 475 | 2.7.8.16 | Permission setup/test for prod test (not client accounts) | 2 hrs | 0.25 days | ActiveOutdoors Professional Services Specialist |
| 476 | 2.7.8.17 | Smoke test | 1 day | 2 days | ActiveOutdoors Development Team,ActiveOutdoors Tech Ops |
| 477 | 2.7.8.18 | Network changes | 2 days | 4 days | ActiveOutdoors Data Architect,ActiveOutdoors Tech Ops |
| 478 | 2.7.8.19 | DNS | 4 days | 8 days | ActiveOutdoors Data Architect,ActiveOutdoors Tech Ops |
| 479 | 2.7.8.20 | URLs | 4 days | 8 days | ActiveOutdoors Data Architect,ActiveOutdoors Tech Ops |
| 480 | 2.7.9 | Production Release | 38.38 days | 41.38 days | |
| 481 | 2.7.9.1 | Procure Jaspersoft licenses | 35 days | 35 days | ActiveOutdoors Project Manager |

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| 482 | 2.7.9.2 | Internal Smoke test for Production Integration | 2 days | 2 days | ActiveOutdoors QA |
| 483 | 2.7.9.3 | Assign client accounts to role for prod release | 2 hrs | 0.25 days | ActiveOutdoors Professional Services Specialist |
| 484 | 2.7.9.4 | Add license Keys to servers | 1 day | 4 days | Ellen,Phil,ActiveOutdoors Data Architect,ActiveOutdoors Tech Ops |
| 485 | 2.7.9.5 | Communicate to client | 1 hr | 0.13 days | Client Services Manager |
| 486 | 2.7.10 | Go-Live | 0 days | 0 days | Client |
| 487 | 2.8 | PCR B - Release 2 | 177 days | 228 days | |
| 488 | 2.8.1 | Product Specifications | 0 days | 0 days | |
| 489 | 2.8.1.1 | Stories Ready for Grooming | 0 days | 0 days | ActiveOutdoors Product Manager |
| 490 | 2.8.1.2 | Stories Grooming Completed | 0 days | 0 days | ActiveOutdoors Product Manager |
| 491 | 2.8.2 | Development | 79 days | 123 days | |
| 492 | 2.8.2.1 | Data Design | 16 days | 16 days | |
| 493 | 2.8.2.1.1 | Data Modeling | 11 days | 11 days | ActiveOutdoors Data Architect |
| 494 | 2.8.2.1.2 | Data Mapping | 5 days | 5 days | ActiveOutdoors Data Architect |
| 495 | 2.8.2.2 | GoldGate | 4 days | 4 days | |
| 496 | 2.8.2.2.1 | Turn on GoldenGate | 4 days | 4 days | ActiveOutdoors Data Architect |
| 497 | 2.8.2.3 | Load Data | 15 days | 15 days | |
| 498 | 2.8.2.3.1 | Initial ETL | 14 days | 14 days | ActiveOutdoors Database Architect |
| 499 | 2.8.2.3.2 | Initial Load of DataMart | 1 day | 1 day | ActiveOutdoors Database Architect |
| 500 | 2.8.2.4 | Initial Development | 44 days | 88 days | |
| 501 | 2.8.2.4.1 | Initial Domain Development | 22 days | 44 days | ActiveOutdoors Data Architect,ActiveOutdoors Development Team |
| 502 | 2.8.2.4.2 | Initial Template Development | 22 days | 44 days | ActiveOutdoors Data Architect,ActiveOutdoors Development Team |
| 503 | 2.8.2.5 | Cycle 2 Development | 0 days | 0 days | |
| 504 | 2.8.2.5.1 | ReModel/ReMap | 0 days | 0 days | ActiveOutdoors Data Architect,ActiveOutdoors Development Team,ActiveOutdoors Database Architect |
| 505 | 2.8.2.5.2 | Revise Initial ETL | 0 days | 0 days | ActiveOutdoors Data Architect,ActiveOutdoors Development Team,ActiveOutdoors Database Architect |
| 506 | 2.8.2.5.3 | Delta ETL | 0 days | 0 days | ActiveOutdoors Database Architect |
| 507 | 2.8.2.5.4 | Unit Test | 0 days | 0 days | Ellen/Marina,ActiveOutdoors Data Architect,ActiveOutdoors Development Team |
| 508 | 2.8.3 | QA Validation | 48 days | 55 days | |
| 509 | 2.8.3.1 | Test Case Design | 3 days | 3 days | ActiveOutdoors QA |
| 510 | 2.8.3.2 | Deploy to QA | 0 days | 0 days | ActiveOutdoors Development Team,ActiveOutdoors Data Architect |
| 511 | 2.8.3.3 | Test Case Execution | 9 days | 9 days | ActiveOutdoors QA |
| 512 | 2.8.3.4 | Bug Verify | 4 days | 4 days | ActiveOutdoors QA |

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| 513 | 2.8.3.5 | Second Round | 24 days | 24 days | |
| 514 | 2.8.3.5.1 | Update ETL and fix all issues | 19 days | 19 days | ActiveOutdoors Database Architect |
| 515 | 2.8.3.5.2 | Complete testing and bug verification. | 5 days | 5 days | ActiveOutdoors QA |
| 516 | 2.8.3.6 | Deploy to UAT | 0 days | 0 days | ActiveOutdoors Development Team,ActiveOutdoors Data Architect |
| 517 | 2.8.3.7 | UAT Smoke test | 1 day | 1 day | ActiveOutdoors QA |
| 518 | 2.8.3.8 | Dev Support for bug fixes | 7 days | 14 days | ActiveOutdoors Development Team,ActiveOutdoors Data Architect |
| 519 | 2.8.4 | * QA Signoff | 0 days | 0 days | ActiveOutdoors QA |
| 520 | 2.8.5 | UAT Preparation | 19 days | 19 days | |
| 521 | 2.8.5.1 | Confirm UAT schedule with customer | 1 day | 1 day | Client Services Manager |
| 522 | 2.8.5.2 | UAT Process Planning | 1 day | 1 day | ActiveOutdoors Project Manager |
| 523 | 2.8.5.3 | User Guide | 17 days | 17 days | |
| 524 | 2.8.5.3.1 | - draft | 6 days | 6 days | ActiveOutdoors Bus. Dev. |
| 525 | 2.8.5.3.2 | - review | 5 days | 5 days | ActiveOutdoors Product Manager |
| 526 | 2.8.5.3.3 | - update | 5 days | 5 days | ActiveOutdoors Bus. Dev. |
| 527 | 2.8.5.3.4 | - load into application | 1 day | 1 day | ActiveOutdoors Development Team |
| 528 | 2.8.6 | UAT Cycle 1 | 28 days | 28 days | |
| 529 | 2.8.6.1 | Train customer | 1 day | 1 day | OutdoorsTrainingTeam |
| 530 | 2.8.6.2 | Client testing | 9 days | 9 days | Client |
| 531 | 2.8.6.3 | Defect repair | 9 days | 9 days | ActiveOutdoors Development Team |
| 532 | 2.8.6.4 | QA retest defects | 9 days | 9 days | ActiveOutdoors QA |
| 533 | 2.8.7 | * UAT signoff | 0 days | 0 days | Client |
| 534 | 2.8.8 | Production Release | 3 days | 3 days | |
| 535 | 2.8.8.1 | Deploy to Prod | 0 days | 0 days | ActiveOutdoors Development Team,ActiveOutdoors Data Architect |
| 536 | 2.8.8.2 | Internal Smoke test for Production Integration | 2 days | 2 days | ActiveOutdoors QA |
| 537 | 2.8.8.3 | Communicate to client | 1 day | 1 day | Client Services Manage |
| 538 | 2.8.9 | *Go-Live | 0 days | 0 days | Client |

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EXHIBIT J - SOFTWARE AGREEMENT

1. LICENSE GRANT

Contractor hereby grants to the State a limited, non-exclusive, non-transferable license to use the Services, Software and Documentation solely in accordance with Contractor's specifications and limitations as set forth in this Contract. The State hereby grants to Contractor a limited non-transferable license to use, display, reproduce, distribute, modify and transmit in digital or printed form information provided by the State solely as necessary for Contractor to provide the Services for the State's benefit, which may include use of the State's name, trademarks, service marks and logo.

2. DOCUMENTATION COPIES

Contractor shall provide the State with a sufficient number of hard copy versions of the Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by Contractor on such copies.

3. RESTRICTIONS

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Contractor's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

4. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the AWO Software, including any and all derivatives and modifications thereto, shall remain with Contractor. Title, right, and interest (including all ownership and intellectual property rights) in any other software provided by Contractor shall remain with the respective software publisher.

5. VIRUSES

Contractor shall use industry standard anti-virus software in order to provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

6. AUDIT

Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

7. SOFTWARE NON-INFRINGEMENT

Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software ("Material") provided under this Contract, and that such Services,

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equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

If Contractor believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Contractor may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Material and refund a prorated portion of all fees the State and/or customer/end-users has paid Contractor under the Contract for the affected Material and the remainder of the then-current term. Contractor will not indemnify the State if the State alters the Material without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Contractor without Contractor's consent.

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EXHIBIT K -WARRANTY & WARRANTY SERVICE

1. WARRANTIES

1.1 System

The Contractor warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

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

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

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

1.3 Non-Infringement

The Contractor warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.4 Viruses; Destructive Programming

The Contractor warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Compatibility

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

1.6 Services

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

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EXHIBIT K -WARRANTY & WARRANTY SERVICE

2. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and shall remain in effect until the conclusion or termination of this contract and any extensions, except for the warranty for non-infringement, which shall remain in effect indefinitely.

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EXHIBIT L - TRAINING SERVICES

1. TRAINING SERVICES

For purposes of this Exhibit L, all references to "you," or "your," shall mean the State, and all references to "we," "our," or "us," shall mean Contractor.

Contractor provides the extensive and effective training, with training materials, topics and agendas customized specifically to how each group of your users will operate the system. Because there are different types of users (field, headquarters, IT, financial, etc.) we provide separate training classes presenting each type of user with the skills and knowledge they need to be comfortably and effectively use the system. Instead of a "canned" approach to training, Contractor integrates your input into our proven AWO training program so your unique operating methods and parks are included. Training can take place onsite at your locations to provide the most convenient, full training coverage for your staff or through Webex sessions for follow-up or refresher training. We keep classes small so all staff can receive proper training attention. All training is customized based on attendees and covers specific subject matter, including the following:

- Camping/cabin-overnight, day use, financial, and reporting;
- Use of System-based Management Tools;
- Data maintenance;
- Business rules functionality;
- Accessing and interpreting reports;
- Gift Card Program
- Inventory management and data management.

The State will work with Contractor to define detailed training curriculum as needed on an annual basis. Training will be customized according to the Agencies needs at that time.

1.1 Ongoing Training

To help support new or seasonal staff and to assist with "refresher training", Contractor will ensure maximum knowledge of the system.

Year 1 of contract:

- In person Store Manager Training with three (3) training sessions (3-4 hours each). Detailed and complete overview of store manager. Locations: Cannon, Seacoast, Shieling.
- Spring refresher web-ex with overview of Field Manager and camping reservation system to include:
 - Super user web-ex training to include the following:
 - Overviews of all applications utilized by both call center staff and Park staff
 - Accessing reports
 - Creating user defined as well as "canned" reports
 - Viewing park, region, Agency-wide data
 - Security Authorization Management
 - Inventory and Fee Management including:

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SAAS CONTRACT 2017-018
EXHIBIT L - TRAINING SERVICES

- Park name, mailing address (address, city/town, province/state, zip/postal code, country), Edit phone numbers (direct line, public line, fax)
- Web information (email, http)
- Point of Contact information (last name, first name, phone, fax, email, address city/town, province/state, zip/postal code, country)
- Park aliases and referral facilities
- Brochure info, directions, important information
- Referral facilities
- Check in/out times, longitude/latitude values, etc.
- Financial Training use of the Finance Manager module to include:
 - Drill down into transactions
 - Monitor and audit all revenue and related deposits
 - Create and access reports
 - Guarantee the financial clarity of all operations related to your project.
- Reports Training on report/data extraction tools enabling queries of the database for information pertaining to system activity.

Remaining term of contract:

- **Annual sessions** - Each year as we plan our Training Schedules with you, we will ensure your staff is always fully trained on all aspects of your project.
- **On site regional trainings (2 sessions)** - locations will be pre-determined in early June to include Store Manager, Field Manager, camping reservation system, reporting, financial sessions, etc
- **End of year** - on site meeting to take place at NH State Parks HQ in September after Labor Day to include statistical and financial performance review, help desk review, reoccurring issues, system challenges, etc. Request web-ex trainer and client service manager to present and answer questions.
- **Super user web-ex training as needed:**
 - Overviews of all applications utilized by both call center staff and Park staff
 - Accessing reports
 - Creating user defined as well as "canned" reports
 - Viewing park, region, Agency-wide data
 - Security Authorization Management
 - Inventory and Fee Management including:
 - Park name, mailing address (address, city/town, province/state, zip/postal code, country), Edit phone numbers (direct line, public line, fax)
 - Web information (email, http)
 - Point of Contact information (last name, first name, phone, fax, email, address city/town, province/state, zip/postal code, country)
 - Park aliases and referral facilities
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 - Check in/out times, longitude/latitude values, etc.

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SAAS CONTRACT 2017-018
EXHIBIT L - TRAINING SERVICES

- Financial Training - use of the Finance Manager module to include:
 - Drill down into transactions
 - Monitor and audit all revenue and related deposits
 - Create and access reports
 - Guarantee the financial clarity of all operations related to your project.
- Reports Training - report/data extraction tools enabling queries of the database for information pertaining to system activity.

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks and Recreation - Enterprise Reservation System - Contract 2017-018
EXHIBIT M - AGENCY RFP WITH ADDENDUMS, BY REFERENCE

NH DEPARTMENT OF RESOURCE AND ECONOMIC DEVELOPMENT RFP 2017-018,
with all included addenda, are included by reference as binding Deliverables to this Contract.

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks and Recreation: Enterprise Reservation System - Contract 2017-018
EXHIBIT N - VENDOR PROPOSAL, BY REFERENCE

RA Outdoors, LLC, Proposal to Department of Resources and Economic Development RFP 2017-018
NH State Parks Enterprise Reservation System dated February 24, 2017 is hereby incorporated by
reference as fully set forth herein.

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks and Recreation - Enterprise Reservation System Contract 2017-018
EXHIBIT O- CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Contractor's Certificate of Good Standing
- B. Contractor's Certificate of Vote/Authority
- C. Contractor's Certificate of Insurance

**State of New Hampshire
Department of State**

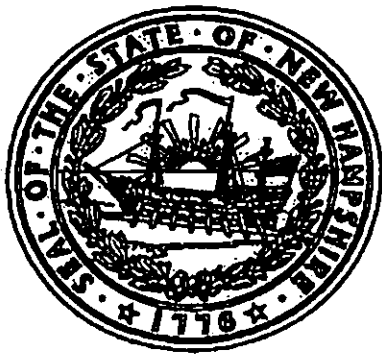
CERTIFICATE OF EXISTENCE

OF

RA OUTDOORS, LLC

This is to certify that RA OUTDOORS, LLC is registered in this office as a Delaware Limited Liability Company to transact business in New Hampshire on 9/14/2017 11:44:00 AM.

Business ID: 778830



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of September A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

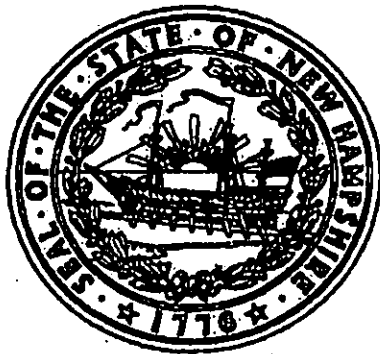
William M. Gardner
Secretary of State

**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 RA OUTDOORS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 14, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 778830



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of September A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

RA OUTDOORS, LLC

OFFICER'S CERTIFICATE

September 8, 2017

I, Mark E. Trivette, solely in my capacity as an officer of RA Outdoors, LLC, a Delaware limited liability company (the "Company"), do hereby certify that I am the Chief Executive Officer of the Company and authorized to execute this Certificate on behalf of the Company.

I do further certify, solely in my capacity as an officer of the Company, the following:

1. that Global Payments Inc. (NYSE: GPN) acquired the Sports and Communities divisions of ACTIVE Network, LLC from Vista Equity Partners on September 1, 2017, and that as part of this transaction, Vista Equity Partners retained the Outdoors division of ACTIVE Network, LLC to form RA Outdoors, LLC, a stand-alone company within the Vista Equity Partners portfolio;
2. that RA Outdoors, LLC was formed in Delaware on August 15, 2017, and that all of the Outdoors division assets of ACTIVE Network, LLC were contributed to RA Outdoors, LLC on August 31, 2017;
3. that, as such, the bid submitted by ACTIVE Network, LLC to the State of New Hampshire Department of Resources and Economic Development for the NH State Parks Enterprise Reservation System on or about February 24, 2017 was acquired by RA Outdoors, LLC, and RA Outdoors, LLC assumed all of the obligations and liabilities of Active Network, LLC with respect thereto; and
4. that the ownership and management of RA Outdoors, LLC is generally consistent with the ownership of ACTIVE Network, LLC and the management of the Outdoors division of ACTIVE Network, LLC at the time such bid was submitted.

IN WITNESS WHEREOF, I have hereunto signed my name as the Chief Executive Officer of the Company as of the date first set forth above.



Mark E. Trivette
Chief Executive Officer

RA OUTDOORS, LLC
OFFICER'S CERTIFICATE

September 21, 2017

I, Jeffrey M. Dalton, solely in my capacity as an officer of RA Outdoors, LLC, a Delaware limited liability company (the "Company"), do hereby certify that I am the duly appointed Corporate Secretary of the Company and authorized to execute this Certificate on behalf of the Company.

I do further certify, solely in my capacity as the Corporate Secretary of the Company that **Mark E. Trivette** is the duly elected or appointed, qualified and acting **Chief Executive Officer** of the Company, and as such, is authorized on behalf of the Company to enter into NH State Parks Reservation System 2017-018 Contract Agreement, to be entered into between the Company and the State of New Hampshire Department of Resources and Economic Development.

I do further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Company. To the extent that there are any limits on the authority of any listed individual to bind the Company in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

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


Jeffrey M. Dalton
Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

9/1/2018

DATE (MM/DD/YYYY)

9/20/2017

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

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

| | | |
|--|-------------------------------|--|
| PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000 | CONTACT NAME: | |
| | PHONE (AC, Na, Ext): | FAX (AC, Na): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED 1434386 RA Outdoors, LLC 717 North Harwood St., Suite 2500 Dallas TX 75201 | INSURER A: | National Fire Insurance Co of Hartford NAIC # 20478 |
| | INSURER B: | The Continental Insurance Company 35289 |
| | INSURER C: | Columbia Casualty Company 31127 |
| | INSURER D: | Illinois National Insurance Company 23817 |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES RAOUT01 CERTIFICATE NUMBER: 14918341 REVISION NUMBER: XXXXXXX

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 | ADDITIONAL (INSR) (LTR) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-------------------------|---------------|------------------------------------|-------------------------|----------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | N | 605030732 | 9/1/2017 | 9/1/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 <input checked="" type="checkbox"/> Coll \$1,000 | N | N | 6050307286 | 9/1/2017 | 9/1/2018 | COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | N | N | 6050307319 | 9/1/2017 | 9/1/2018 | EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N | N/A | 6050307305 (AOS) 605030733 (CA) | 9/1/2017 9/1/2017 | 9/1/2018 9/1/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OYL ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Primary Tech E&O/Cyber | N | N | 596824353 E&O | 9/1/2017 | 9/1/2018 | \$5,000,000 per claim/agg |
| D | Excess Tech E&O/Cyber | | | 02-880-25-49 TBD xs Tech E&O | 12/1/2017 | 12/1/2018 | \$5,000,000 per claim/agg |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED
Department of Resources and Economic Development and the State of New Hampshire are included as Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

| | |
|---|--|
| CERTIFICATE HOLDER 14918341 Department of Resources and Economic Development 172 Pembroke Rd. P.O. Box 1844 3302 | CANCELLATION See Attachment |
| | 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 <i>Adam D. McLaughlin</i> |

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