

STATE OF NEW HAMPSHIRE
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
 DIVISION of PARKS and RECREATION
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
 WEB: www.nhstateparks.org

February 6, 2014

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

REQUESTED ACTION

1. Authorize the Department of Resources and Economic Development, Division of Parks and Recreation (Division) to enter into contract with ReserveAmerica, Inc. (VC #164498) of Delaware, a subsidiary of The Active Network, Inc. of San Diego, CA, for a fee per transaction based campground reservation system for the period upon Governor and Executive Council approval through October 31, 2017. No State Funds required.
2. Further, authorize the Department to contract with ReserveAmerica, Inc. in the amount of \$117,375 to allow for hardware and software upgrades needed at various State Park locations over the term of the contract. 100% General Funds

Funding is available in account titled, IT for Resources & Econ Dev., as follows and pending budget approval for Fiscal Years 2016 and 2017.

Funding	Description	FY14	FY15	FY16	FY17	Total
01-03-03-030010-76350000-037-500174	Tech. - Hardware	\$52,500	\$0	\$20,000	\$20,000	\$92,500
01-03-03-030010-76530000-038-500175	Tech. - Software	\$4,875	\$0	\$10,000	\$10,000	\$24,875
	Total:	\$57,375	\$0	\$30,000	\$30,000	\$117,375

EXPLANATION

On January 3, 2013, the Department issued RFP 2052-013 to re-procure campground reservations services with the objective of reducing program costs. The RFP was posted on the Department of Administrative Services' website and a notification was emailed to over 800 technology vendors. Three (3) vendors submitted proposals and based upon the evaluation criteria published in the RFP, the Division selected ReserveAmerica (a tabulation of the scoring is attached for your information).

Due to discussions with this vendor taking longer than expected, a 1-year extension with ReserveAmerica (*the former vendor for these services*) was approved by the G&C on October 16, 2013, Item #66, through October of 2014. This was to ensure that the Division would not go without a campground reservation system until a new contract was procured. It is the Division's intent that once G&C approval of this new contract is received it will supersede the current extension.

Prior Related Actions:

A previous contract with ReserveAmerica was approved by Governor and Executive Council on October 3, 2007, Item #30, then amended on February 2, 2011, Item #26, and then a 2-year extension was approved on September 28, 2011, Item #74. The Governor and Executive Council approved an additional 1-year extension on October 16, 2013, Item #66, to continue campground reservation services while procurement of a new contract is carried out by the Department.

Benefit:

The Division was able to achieve a reduction in the fee per transaction based on the service(s) provided by ReserveAmerica under the new contract. The reductions are shown below:

Fee Type	Existing Fee	New Fee	Annual Est. Savings
Reservation	\$9.25	\$8.25	\$28,504
Cancellation	\$10 & \$15	\$8.25	3,366
Change/Transfer	\$9.25	\$5.00	17,689
<i>Total:</i>			\$49,559

The annual estimated savings is a comparison in the fees and is based on transactions occurring in Fiscal Year 2013. This savings will benefit our customers as we continuously work to deliver services as cost effectively as possible.

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

Respectfully submitted,

Approved by,


Philip A. Bryce
Director


Jeffrey J. Rose
Commissioner

PAB/JJR/mc



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

Peter C. Hastings
Commissioner

January 31, 2014

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

Dear Commissioner Rose:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with ReserveAmerica, Inc. (VC #164498) of Delaware, a subsidiary of The Active Network, Inc. of San Diego, CA, for Project Name: DRED State Park Reservation System, as described below and referenced as DoIT No. 2013-052.

The Department of Resources and Economic Development (DRED)/Division of Parks and Recreation (DPR) is seeking a real time, centralized NH State Park Reservation System accessed through a web-based interface to manage all reservations and registrations of the Department. This system will enable the public to make on-line reservations for NH State Park camping sites and pay using credit cards. The contract will be funded through transaction fees that will be retained by ReserveAmerica. This project was set forth in the New Hampshire Strategic Information Technology Plan: Project Number 239, dated October 21, 2005.

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

Sincerely,

Handwritten signature of Peter C. Hastings in black ink.
Peter C. Hastings

PCH/ltn
DoIT 2013-052

cc: Gail Wolek, DRED
Nicole Warren, DoIT
Leslie Mason, DoIT



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

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

January 31, 2014

Peter Hastings, Commissioner
 Department of Information Technology
 27 Hazen Drive
 Concord, New Hampshire 03301

REQUESTED ACTION

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Background:

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Due to discussions with this vendor taking longer than expected, a 1-year extension with ReserveAmerica (*the former vendor for these services*) was approved by the G&C on October 16, 2013, Item #66, through October of 2014. This was to ensure that the Division would not go without a campground reservation system until a new contract was procured. It is the Division's intent that once G&C approval of this new contract is received it will supersede the current extension.

Prior Related Actions:

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28, 2011, Item #74. The Governor and Executive Council approved an additional 1-year extension on October 16, 2013, Item #66, to continue campground reservation services while procurement of a new contract is carried out by the Department.

Alternatives and Benefits:

There are no alternatives, as the Division needs campground reservation services as providing these services in-house is impractical. Proper procurement practices based on the instruction of the Department of Administrative Services were followed. The continuation of an already established relationship with ReserveAmerica is a benefit to the Division as it does not involve learning another company's program and/or processes.

In addition, the Division was able to achieve a reduction in the fee per transaction based on the service(s) provided by ReserveAmerica under the new contract. The reductions are shown below:

Fee Type	Existing Fee	New Fee	Annual Est. Savings
Reservation	\$9.25	\$8.25	\$28,504
Cancellation	\$10 & \$15	\$8.25	3,366
Change/Transfer	\$9.25	\$5.00	17,689
<i>Total:</i>			\$49,559

The annual estimated savings is a comparison in the fees and is based on transactions occurring in Fiscal Year 2013. This savings will benefit our customers as we continuously work to deliver services as cost effectively as possible.

Open Standards:

Compliance with RSA 21-R:11 is not required since this is not a new software procurement and RSA 21-R:13 does not apply since this project does not involve the collection of State data.

Impact on Other State Agencies and Municipalities:

There is no impact on State Agencies or Municipalities.

Supporting Documentation:

- A copy of RFP 2013-052
- Part 1 – State Terms and Conditions contained in the Form P-37
- Part 2 – The Contract Agreement
- Part 3 – Consolidated 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- The Vendor's Responses
 - Exhibit I - Work Plan
 - Exhibit J - Software License and related Terms
 - Exhibit K - Warranty and Warranty Services

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

- A copy of prior related actions

Summary of Requested Action:

Date of most recently approved NHITP: October 31, 2006

NHITP Initiative / Project Name: N/A

NHITP Initiative / Project Number: N/A

A&E System Request ID: 1518

Requisition Information:

Vendor Name

ReserveAmerica, Inc. a subsidiary of The Active Network, Inc.

Funding Sources and Amounts:

	* Object Code(s)	FY14	FY15	FY16	FY17	Total
STATE	N/A					
FEDERAL	N/A					
OTHER (Parks)	003-76350000-500174	\$52,500	\$0	\$20,000	\$20,000	92,500
OTHER (Parks)	003-76530000-500175	\$4,875	\$0	\$10,000	\$10,000	24,875
	Total:	\$57,375	\$0	\$30,000	\$30,000	\$117,375

Contact Person:

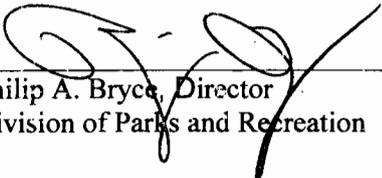
Philip A. Bryce, Director
 DRED - Division of Parks and Recreation
 172 Pembroke Road - PO Box 1856
 Concord, New Hampshire 03301-1856
 Telephone: (603) 271-3556
 Email: philip.bryce@dred.nh.gov

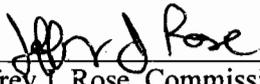
Certification:

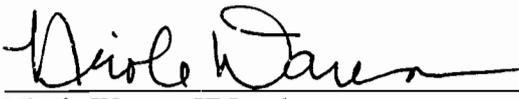
The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,

Approved by;


Philip A. Bryce, Director
Division of Parks and Recreation


Jeffrey J. Rose, Commissioner
Dept. of Resources and Economic Development


Nicole Warren, IT Lead
Department of Information Technology

Contract Number: 2013-052

RFP 2013-052 Reservation System for NH State Parks: March 13, 2013

	Proposed Solution (30)	Technical, Service & Project Mgmt. (15)	Staff Qualifications (15)	Cost (40)	TOTAL (100)
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Sovereign Sportsman Solutions

Scorer #1	11	10	3	20	44
Scorer #2	15	11	6	20	52
Scorer #3	13	10	9	20	52
Scorer #4	12	11	6	20	49
Scorer #5	15	11	6	20	52

Average 50

The Active Network

Scorer #1	30	15	14	30	89
Scorer #2	30	13	15	30	88
Scorer #3	30	13	13	30	86
Scorer #4	29	15	15	30	89
Scorer #5	30	15	15	30	90

Average 88

US eDirect, INC

Scorer #1	21	13	12	40	86
Scorer #2	23	11	14	40	88
Scorer #3	20	13	13	40	86
Scorer #4	20	13	12	40	85
Scorer #5	19	14	12	40	85

Average 86

Scorer #1	Louise Basha, Reservation Supervisor
Scorer #2	Gail Wolek, Deputy Director
Scorer #3	Tara Blaney, Regional Supervisor
Scorer #4	Dianne Mattot, Park Manager
Scorer #5	Nicole Warren, IT Manager

Crete, Monique

From: Grant, Susan <Susan.Grant@activenetwork.com>
Sent: Thursday, January 30, 2014 10:30 PM
To: Crete, Monique
Cc: Wolek, Gail; Warren, Nicole
Subject: RE: Reserve America Campground Reservation Contract

Hi Monique,

We are fine with you completing sections 1.6, 1.7 and 1.15 of the document. We are working on a modified authority to sign document, unfortunately Gary has been travelling but we should have his signature tomorrow then we'll courier to San Diego for legal signature and will courier back to you.

Let me know if you need anything additional from us.

Thanks,
Susan

From: Crete, Monique [<mailto:Monique.Crete@dred.nh.gov>]
Sent: Wednesday, January 22, 2014 3:41 PM
To: Grant, Susan
Cc: Wolek, Gail; Warren, Nicole
Subject: FW: Reserve America Campground Reservation Contract
Importance: High

Good afternoon Susan,
Please see Leanne Lavoie's email below. The Authority to Sign document can be sent to me as a pdf, but we need the original so if you could have them mail it to me; I'd be grateful. Thank you.

Monique

From: Lavole, Leanne
Sent: Wednesday, January 22, 2014 1:48 PM
To: Crete, Monique
Subject: Reserve America Campground Reservation Contract

Hi Monique,

We need the following:

- A new Authority to Sign document dated 1/9/14 which is the same date the contract was signed by vendor (see original document provided dated 12/3/13); and
- Approval from vendor (email is okay) to fill in boxes 1.6 Account Number, 1.7 Completion Date, and 1.15 Name and Title of State Agency Signatory on the P-37 Contract Agreement with AU #'s 76350000-500174 and 76530000-500175, October 30, 2017, and Jeffrey J. Rose, Commissioner, respectively (see highlighted boxes on page 1 of P-37).

Thanks!

Leanne

Crete, Monique

From: Lavoie, Leanne
Sent: Tuesday, February 18, 2014 10:37 AM
To: Crete, Monique
Subject: FW: URGENT - NH STATE PARKS RESERVATION SYSTEM CONTRACT

Here you go.

Leanne M. Lavoie

Program Specialist (*Rule and Contract Coordinator*)
NH Department of Resources and Economic Development
172 Pembroke Road – PO Box 1856
Concord, New Hampshire 03302-1856
603.271.3727 Ext. 418
603.271.2629 (fax)
leanne.lavoie@dred.nh.gov

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From: Queenan, Patrick J [<mailto:Patrick.Queenan@doj.nh.gov>]
Sent: Tuesday, February 18, 2014 10:35 AM
To: Bartlett, Linda J
Cc: Lavoie, Leanne
Subject: RE: URGENT - NH STATE PARKS RESERVATION SYSTEM CONTRACT

We are good with it

From: Bartlett, Linda J
Sent: Tuesday, February 18, 2014 10:34 AM
To: Queenan, Patrick J
Cc: 'Lavoie, Leanne'
Subject: FW: URGENT - NH STATE PARKS RESERVATION SYSTEM CONTRACT
Importance: High

Hi Leanne,

I am forwarding this to Patrick as Michael Brown is on vacation. Thank you.

- Linda

From: Lavoie, Leanne [<mailto:Leanne.Lavoie@dred.nh.gov>]
Sent: Tuesday, February 18, 2014 10:32 AM
To: 'michael.brown@doj.state.nh'
Cc: Bartlett, Linda J; Crete, Monique
Subject: FW: URGENT - NH STATE PARKS RESERVATION SYSTEM CONTRACT
Importance: High

Good morning,

See email trail below. Administrative Services caught this discrepancy regarding the completion dates. The vendor has given their approval to change. Are you okay with this as well?

Thanks!

Leanne

Leanne M. Lavoie

Program Specialist (*Rule and Contract Coordinator*)
NH Department of Resources and Economic Development
172 Pembroke Road – PO Box 1856
Concord, New Hampshire 03302-1856
603.271.3727 Ext. 418
603.271.2629 (fax)
leanne.lavoie@dred.nh.gov

Statement of Confidentiality: *The contents of this message are confidential. Any unauthorized disclosure, reproduction, use or dissemination (either whole or in part) is prohibited. If you are not the intended recipient of this message, please notify the sender immediately and delete the message from your system.*

From: Evans, Gary [<mailto:Gary.Evans@activenetwork.com>]
Sent: Tuesday, February 18, 2014 10:05 AM
To: Crete, Monique; Grant, Susan
Cc: Lavoie, Leanne
Subject: Re: URGENT - NH STATE PARKS RESERVATION SYSTEM CONTRACT
Importance: High

Active agrees to this change. Thanks!

From: Crete, Monique
Sent: Tuesday, February 18, 2014 10:00 AM
To: gary.evans@activenetwork.com; Grant, Susan
Cc: Lavoie, Leanne
Subject: URGENT - NH STATE PARKS RESERVATION SYSTEM CONTRACT
Importance: High

Good morning,

It has been brought to our attention that the Completion Date (1.7) on Page 1 of the contact does not match the same completion date as indicated on Exhibit B (attached).

We would need your approval (via email reply is fine) to change the Completion Date (1.7) from **October 30, 2017** to **October 31, 2017**.

If we could get your authorization today, we can proceed to ensure it makes the next Governor and Executive Council meeting date.

Thank you.
Monique

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
NH STATE PARKS RESERVATION SYSTEM
2013-052 CONTRACT AGREEMENT PART 1**

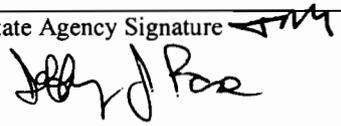
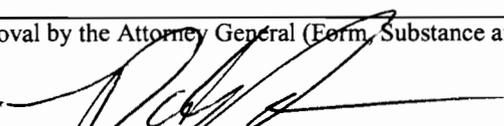
Subject: **NH STATE PARKS RESERVATION SYSTEM**

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Rd, Concord NH 03301	
1.3 Contractor Name ReserveAmerica Inc. a subsidiary of The Active Network, Inc.		1.4 Contractor Address 10182 Telesis Court #300, San Diego, CA 92121	
1.5 Contractor Phone Number 518-306-2585	1.6 Account Number 76350000-500174 and 76530000-500175	1.7 Completion Date October 31, 2017	1.8 Price Limitation \$117,375.00
1.9 Contracting Officer for State Agency Gail Wolek		1.10 State Agency Telephone Number 603-271-3556	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gary Evans - VP Outdoors	
1.13 Acknowledgement: State of <u>New York</u> , County of <u>Saratoga</u> On <u>11/3/14</u> , 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 <u>Notary Public</u> or Justice of the Peace [Seal]		 ALLISON HOLLAND Notary Public- State of New York No. 01HO5058205 Qualified in Saratoga County My Commission Expires April 01, 2014	
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	
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) By:  On: <u>2/11/14</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

Contractor Initials
Date 1-9-14

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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 as detailed in the Acceptance Test Plan during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor 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
ACD	Automatic Call Distribution
Agreement	A contract duly executed and legally binding.
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
AWO	ActiveWorks Outdoors®
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
BCP	Business Continuity Plan
BGP	Border Gateway Protocol
CCP	Change Control Procedures
CM	Configuration Management
CMS	Avaya Communication Server
COTS	Commercial Off-The-Shelf Software
CR	Change Request
CRS	Central Reservation Service
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.

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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 <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract 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 (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor 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. (See Section 4: <i>Contract Management</i>)
Contracted Vendor/Vendor	ReserveAmerica, Inc., a subsidiary of The Active Network, Inc.
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.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor 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 Vendor during the Contract Term
DBA	Database Administrator

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Deficiencies/Defect	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
	Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.
	Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.
	Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	Department of Resource and Economic Development
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
DRED	Department of Resources and Economic Development
DMZ	Demilitarized Zone
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
Encryption	Supports the encoding 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 produced by Change Orders
ET	Eastern Time Zone

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Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , 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
ORMS	Outdoor Recreation Management Suite now called ActiveWorks Outdoors
OWASP	The Open Web Application Security Project
PCR	Product Change Request
POS	Point of Sale, interchangeable with the term, Retail Management System
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project	Term encapsulating the entire proposed DRED Implementation
Project Team	The group of State employees and contracted Vendor’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 Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State’s and the Vendor’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 Vendor on the Project

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Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
QA	Quality Assurance
RBAC	Role-based access control
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
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
RPO	Restore Point Objective
RTO	Restore Time Objective
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS 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 Vendor in response to this RFP.

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Specifications	The written Specifications that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any mutually agreed-upon 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 Resource and Economic Development 172 Pembroke Rd Concord, NH 03302-1856 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 Vendor. The Contract Agreement SOW defines the results that the Vendor 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	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
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).
Subversion (SVN)	Software to archive and/or control versions of software
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor. The term Subcontractor does not include the general provision of services or utilities which are also provided to Contractor's other customers as well as the State and are not materially related to the Services provided by Contractor through this Contract.

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System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, 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 or 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 the Contracted Vendor 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 / UAT	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/ Contracted Vendor	ReserveAmerica Inc., a subsidiary of The Active Network, Inc.
Verification	Supports the confirmation of authority to enter a computer system, application or network
VoIP	Voice over Internet Protocol
W@H	Work-at-Home
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 Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.

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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 Appendix C. 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 Vendor 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 Department of Resources and Economic Development (“State”), and ReserveAmerica, Inc., a subsidiary of The Active Network, Inc. a Delaware Corporation (“Vendor”). ReserveAmerica currently operates the reservation system for the New Hampshire Department of Resources and Economic Development (DRED) for its State Park. 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 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 DRED’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 Vendor, as well as funds budgeted by the agency for equipment. Vendor 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 Vendor provide its solution, AWO, to the New Hampshire Department of Resources and Economic Development (DRED) for its State Park Reservation System.

Whereas Vendor desires to provide AWO to the New Hampshire Department of Resources and Economic Development (DRED) for its State Park Reservation System.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

- A. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated 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- The Vendor’s Responses
 - Exhibit I - Work Plan
 - Exhibit J - Software License and related Terms
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Agency RFP with Addendums, by reference

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Exhibit N- The Vendor 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. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1
- b. *General Contract Requirements* in Section 6 of the RFP document.
- c. State of New Hampshire, Department of Resources and Economic Development Contract 2013-052.
- d. RFP 2013-052 DRED NH State Parks Reservations System, dated January 12, 2013, with addendum(s) 1, 2, and 3 incorporated; then
- e. Active Proposal, dated February 15, 2013.

1.3 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 Vendor's initial term will begin on the Effective Date and extend through October 30th 2017. The term may be extended up to two (2) years ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond October 30th, 2019.

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

The State does not require Vendor to commence work prior to the Effective Date; however, if Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay Vendor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

Time is of the essence in the performance of Active's obligations under the Contract; provided, however, that Vendor shall not be liable to the extent that any delay is caused by the failure of the State or any third party not under Vendor's control.

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2. COMPENSATION

2.1 Contract Price

Campers using the AWO system will pay a transaction fee directly to Vendor who will retain the fee as compensation for this contract. In addition, the State has allocated \$57,375.00 for the purchase of replacement equipment from Vendor.

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

2.2 Non-Exclusive, NOT TO EXCEED Contract

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

The State reserves the right, at its discretion, to retain other contractors to provide any other services or deliverables not provided under this Contract. The Active shall not be responsible for any delay, act, or omission of such other contractors, except that the Active 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 Active Network, Inc.

Notwithstanding any other provision of the Contract to the contrary, in no event payment from the State will not exceed more than \$57,375.00 for the purchase of replacement equipment from Vendor without Governor and Executive Council approval. In addition, the State has allocated \$92,500.00 for the purchase of replacement equipment from Vendor, and \$24,875 for additional software modules or modifications.

The State will reimburse credit card fees to ReserveAmerica on a monthly basis against accepted invoices, this amount is not included in the NOT TO EXCEED amount identified for this contract.

3. CONTRACT MANAGEMENT

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

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

3.1 The Vendor's Contract Manager

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

Everett Manning
Client Services Manager
18 Division Street
Saratoga Springs, NY 12866
Tel: 518-306-2600

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Email: ev.manning@activenetwork.com

3.2 The Vendor's Project Manager

- 3.2.1** The Contracted Vendor shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. The Contracted Vendor's selection of the Contracted Vendor 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 the Contracted Vendor Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contracted Vendor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.
- 3.2.2** The Contracted Vendor 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 Contracted Vendor's representative for all administrative and management matters. The Contracted Vendor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. The Contracted Vendor'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 Contracted Vendor's Project Manager must work diligently and use his/ her best efforts on the Project.
- 3.2.3** The Contracted Vendor shall not change its assignment of the Contracted Vendor Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Contracted Vendor Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. the Contracted Vendor shall assign a replacement the Contracted Vendor Project Manager within ten (10) business days of the departure of the prior the Contracted Vendor Project Manager, and the Contracted Vendor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim the Contracted Vendor Project Manager.
- 3.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contracted Vendor in default and pursue its remedies at law and in equity, if the Contracted Vendor fails to assign a the Contracted Vendor Project Manager meeting the requirements and terms of the Contract.
- 3.2.5** The Contracted Vendor Project Manager is:
Everett Manning
Client Services Manager

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18 Division Street
Saratoga Springs, NY 12866
Tel: 518-306-2600
Email: ev.manning@activenetwork.com

3.3 The Contracted Vendor Key Project Staff

- 3.3.1** The Contracted Vendor 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.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contracted Vendor Key Project Staff. The State reserves the right to require removal or reassignment of the Contracted Vendor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.
- 3.3.2** The Contracted Vendor shall not change any the Contracted Vendor 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 Contracted Vendor Key Project Staff will not be unreasonably withheld. The replacement the Contracted Vendor Key Project Staff shall have comparable or greater skills than the Contracted Vendor 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-Part 2, Section 3.6: *Reference and Background Checks*,
- 3.3.3** Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the Contracted Vendor in default and to pursue its remedies at law and in equity, if the Contracted Vendor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contracted Vendor's replacement Project staff.

3.3.3.1 The Contracted Vendor Key Project Staff shall consist of the following individuals in the roles identified below:

<u>Key Member(s)</u>	<u>Title</u>
Gary Evans	VP/General Manager
Susan Grant	Director, Client Services
Jeff Alderman	Implementation Project Manager
Joy Boire	Manager, Client Financial Services
Mary Beth St. Dennis	Director, Call Center Operations
Diane Labrozzi	Senior Manager Customer Service
Myron Sriskandarajah	Associate Manager Product Support

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3.4 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:

Gail Wolek
Division of Parks and Recreation
NH Dept. of Resources & Economic Development
172 Pembroke Road, PO Box 1856
Concord, NH 03301-1856
Phone 603.271.3556
Fax 603.271.3553
gwolek@dred.state.nh.us

3.5 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 the Contracted Vendors;
- 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 Wolek
Division of Parks and Recreation
NH Dept. of Resources & Economic Development
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3.6 Reference and Background Checks

In compliance with all applicable laws, the State may, at its sole expense, conduct reference and background screening of Vendor Project Manager and Vendor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

4. DELIVERABLES

4.1 Vendor Responsibilities

The Contracted Vendor 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.

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The Contracted Vendor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37*. The Contracted Vendor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contracted Vendor 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.

4.2 Non-Software and Written Deliverables Review and Acceptance

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

4.3 System/Software Testing 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*.

4.4 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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. See *Contract Agreement -Part 3 - Exhibit F: Testing* for detailed information on requirements for Security testing.

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5. SOFTWARE COTS Software and Documentation

The Contracted Vendor shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.2 COTS Software Support and Maintenance

The Contracted Vendor shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.3 Restrictions

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

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

5.4 Title

The Contracted Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation.

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6. WARRANTY

Vendor shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

Vendor 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

Vendor 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

Vendor 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

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

7.4 Training Services

Vendor 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

Vendor 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*.

8. WORK PLAN DELIVERABLE

Vendor 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*. Vendor 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, 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*, with such approval not to be unreasonably withheld, conditioned, or delayed. 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 Vendor from liability to the State for damages resulting from Vendor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

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In the event of any delay in the Schedule, Vendor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Vendor 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 Vendor 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 Vendor'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 Vendor'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. Within five (5) business days, or within a mutually agreed upon timeframe, of Vendor's receipt of a software Change Order, Vendor shall advise the State, in detail, about the technical feasibility of the request, identify potential system/operational impact in other areas as well as any other relevant concerns, and advise of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan. Software bugs and defects are exempt from the Change Order process and will be handled through regular support channels and established processes based upon the severity of the issue.

Vendor 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 respond to Vendor'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 Vendor to the State, and the State acceptance of Vendor'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. If rejected, this Contract will continue without modification.

10. INTELLECTUAL PROPERTY

All title rights and interest in the AWO application and any derivatives thereof or modifications thereto shall remain with Vendor. Vendor shall hold all ownership, title, to any Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and their associated Documentation including any and all performance enhancing operational plans and Vendors' special utilities. The State shall have the right to use such Software, modifications, and Documentation developed under the Contract in accordance with the terms and conditions herein.

In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Software, modifications developed in connection with performance of obligations under the Contract. In addition, Vendor shall be free to use its general knowledge, skills,

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experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract.

10.1 State's Data

All rights, title and interest in State Data shall remain with the State.

Vendor may use the information collected from the State's end users: (i) to communicate with the State's end users who have initiated a request for information from Vendor as part of their use of the Services; (ii) in a non-personal, anonymized, and aggregated form for internal and external evaluation purposes (e.g., for the analysis of its products and services) provided that such information is not traceable back to any individual; (iii) distribute the information for use by Vendor's contracted third parties and vendors that provide additional products and services that are required to be delivered under this Contract or as are requested by the State or its customers; (iv) to use, display, distribute or transmit any particular information where the individual has consented to such use; and (v) as otherwise permitted by applicable law. For the avoidance of doubt, the provisions of this Contract do not apply to data obtained by Vendor from end users separate and apart from this Contract (e.g., where an individual has registered with Vendor or one of its affiliates unrelated to the Services).

10.2 Vendor's Materials

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

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.

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site, including copyright to all Data, 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 shall, where applicable, display the State's copyright. Survival

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10.4 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, Vendor 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*). Vendor 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 Vendor's performance under the Contract.

11.2 State Confidential Information

Vendor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Vendor 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. To the extent legally permissible, Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon Vendor regarding the State Confidential Information, and Vendor shall reasonably 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.

In the event of the unauthorized release of State Confidential Information, Vendor 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 Vendor Confidential Information

Insofar as Vendor seeks to maintain the confidentiality of its confidential or proprietary information, Vendor must clearly identify in writing all information it claims to be confidential or proprietary. Vendor 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 Confidential Information insofar as it is consistent

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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 Vendor as confidential, the State shall notify Vendor and allow Vendor a reasonable opportunity to seek protective legal treatment for such confidential and/or proprietary information prior to the State releasing the requested information and the State shall reasonably cooperate with Vendor in any effort Vendor undertakes to contest the request, subpoena or other legal process. At the request of the State, Vendor shall cooperate and assist the State with the collection and review of Vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Vendor's sole responsibility and at Vendor's sole expense. If Vendor 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 Vendor, without any liability to Vendor.

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 Vendor shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement -Part 1-General Provisions*.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

12.2 Vendor

Subject to applicable laws and regulations, in no event shall Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Vendor's total aggregate liability to the State shall not exceed two times (2X) the total fees actually paid by the State and/or customers, and/or end-users of the *Contract Agreement -Part 1-General Provision*. "Total fees actually paid" shall include but are not limited to reservation fees transaction fees, and any other fees paid by the State, and/or customers /end-users.

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to The Active Network, Inc's indemnification obligations set forth in the *Contract Agreement Part 1-Section 13: Indemnification* and confidentiality obligations in Contract Agreement-Part 2- Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

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.

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12.4 Survival

This *Contract Agreement- Part 2-Section 12: Limitation of Liability* shall survive termination or Contract conclusion.

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13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

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

- a. Failure to perform the Services satisfactorily or on schedule; in material conformance with the specifications set forth in Vendor's Proposal;
- 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 Active Network, Inc 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 Active Network, Inc fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving The Active Network, Inc 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 Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor
- c) Set off against any other obligations the State may owe to the Vendor and 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.
- e) Procure Services that are the subject of the Contract from another source and the Vendor 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.

13.1.2 In the event of default by the State, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days. If the State does not cure such default within the thirty (30) day period, Vendor may

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immediately terminate this Contract and pursue the remedies set forth herein and those available at law.

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

13.2 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 Vendor. In the event of a termination for convenience, the State shall pay Vendor 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, Vendor 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 reasonably 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 Vendor 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 Vendor, the State shall be entitled to pursue the same remedies against Vendor as it could pursue in the event of a default of the Contract by Vendor.

13.4 Termination Procedure

- 13.4.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, upon full and final payment may require Vendor to deliver to the State any of the State's property, including without limitation, Written Deliverables, for such part of the Contract as has been terminated.

- 13.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:

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- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. 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 Vendor and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any of the State's property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written confirmation to the State that Vendor has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

13.3 Payment upon Termination

Notwithstanding anything herein to the contrary, in the event of termination of this Contract for any reason, for the period prior to the date of termination, State will pay Vendor for all services rendered a prorated cost associated with excepted change orders, a prorated amount of all Software license fees, if any, and all non-cancelable commitments entered into by Vendor on behalf of the State.

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the written consent of the State. Such consent shall not be unreasonably withheld, conditioned or delayed. Any attempted transfer, assignment, delegation, or other transfer made without the State's written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

15.2 Vendor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all

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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 Vendor of any of its obligations under the Contract nor affect any remedies available to the State against Vendor that may arise from any event of default of the provisions of the contract. The State shall consider Vendor 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 Vendor from assigning the Contract to the successor of all or substantially all of the assets or business of Vendor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Vendor should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with Vendor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Vendor, 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.

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	CONTRACTOR	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Everett Manning	State Project Manager (PM)	5 Business Days
First	Susan Grant	Director of Parks and Recreation	10 Business Days
Second	Gary Evans	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.

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17. ESCROW OF CODE – N/A

18. GENERAL PROVISIONS

18.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

The State agency will work with Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Vendor’s staff.

18.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

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

18.5 Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State. Standards can be found at <http://www.nh.gov/doi/internet/vendors.php>. Additional standards shall be made available under a non-disclosure agreement.

18.6 Computer Use

In consideration for receiving access to and use of the State’s 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”), Vendor understands and agrees to the following rules:

- a. Every user authorized by the State 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

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and non-State use and that at no time shall Vendor access or attempt to access any information without having the express authority to do so.

- c. That at no time shall Vendor 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 at all times Vendor 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 Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Vendor 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.

18.7 Email Use

State's 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". Vendor understand and agree that use of email shall follow State standard policy (available upon request).

18.8 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).

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

Neither Vendor 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 Vendor's inability to hire or provide personnel needed for Vendor's performance under the Contract.

18.11 Insurance

18.11.1 Vendor Insurance Requirement

See Contract Agreement Part 1-Form P-37 Section 14.

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18.11.2 The ACORD 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.

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

18.14 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 *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and *Contract Agreement Part 2-Section 11: Use of State's Information, Confidentiality* and *Contract Agreement Part 1- Section 13: Indemnification* which shall all survive the termination of the Contract.

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CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Vendor shall provide the State with NH State Parks Reservation System that will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

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

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Reference Number	Activity, Deliverable or Milestone	Proposed Delivery Date
	INITIAL PLANNING	
1	Conduct Project Kickoff Meeting	Within 10 business days of contract execution.
2	Work Plan for Enhancements	Within 30 days of contract execution.
3	Security Plan for Enhancements	Within 60 days of contract execution
4	Test Plan for Enhancements	Within 90 days of contract execution
5	PCI Attestation of Compliance	Upon G&C approval
	PLANNING OPERATIONS	
6	Status Meetings	Bi Weekly
7	Status Reports	Bi Weekly
8	Project Status Report for Enhancements	Bi Weekly
	ENHANCEMENTS	
9	Web mobile framework	Delivered 9/25/2013
10	Post Camper visit survey	Within 30 days of contract execution
11	Grid Scheduling	03/31/14

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12	Occupancy Module enhancements (separate child and adult)	Existing functionality based on configuration
13	Occupancy Module enhancements (variable pricing)	AWO V3.05 currently scheduled for December 2013 release
14	Financial Export	In Progress, Final Date TBD based on delivery of required information by State.
	IMPLEMENTATION	
15	PC Setup Delivery	By 4/1/2014 if order finalized by 1/15/2014
16	PC Installation and Testing	By 4/1/2014 if order finalized by 1/15/2014
17	Conduct Training	As required to be completed no later than May 15 th .
18	Application enhancements testing	
	OPERATIONS	
19	Conduct Training	As required to be completed no later than May 15 th .
20	Annual Site Visit to Campgrounds throughout NH.	To occur annually by August 31st
21	Site Visit Reporting	Annually following site visits but no later than September 30 th .
22	Quarterly update/training of major releases and new enhancements to System.	To be scheduled in conjunction with major software releases and/or enhancements.
23	End of Season follow up meeting	To occur annually in October
24	End of Season Report	To be provided annually in October
25	PCI Attestation of Compliance	Annually by January 31 st
26	Quarterly certificate confirming successful completion of scans.	Quarterly throughout the contract term.
27	Annual PCI Attestation of Compliance confirming successful completion of application and network penetration tests.	Annually by January 31st.

3. TRAINING DELIVERABLES

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

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4. SOFTWARE LICENSES –Software Licenses for are set forth in Contract Exhibit J: Software License.

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PRICE, PAYMENT AND TRANSACTION SCHEDULE**

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$117,375.00 for the period between the Effective Date through October 31, 2017. Vendor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Vendor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

Table 1: Activity, Deliverable, or Milestone Price and Payment Table

Reference Number	Activity, Deliverable or Milestone	Delivery Type	Proposed Delivery Date	Payment Amount
	INITIAL PLANNING			
1	Conduct Project Kickoff Meeting	Non-Software	Within 10 business days of contract execution.	N/A
2	Work Plan for Enhancements	Written	Within 30 days of contract execution.	N/A
3	Security Plan for Enhancements	Written	Within 60 days of contract execution	N/A
4	Test Plan for Enhancements	Written	Within 90 days of contract execution	N/A
5	PCI Attestation of Compliance	Written	Upon G&C approval	N/A
	PLANNING OPERATIONS			
6	Status Meetings	Non-Software	Bi Weekly	N/A
7	Status Reports	Non-Software	Bi Weekly	N/A
8	Project Status Report for Enhancements	Non-Software	Bi Weekly	N/A
	ENHANCEMENTS			
9	Web mobile framework	Software	Delivered 9/25/2013	N/A
10	Post Camper visit survey	Non-Software	Within 30 days of contract execution	N/A
11	Grid Scheduling	Software	03/31/14	N/A
12	Occupancy Module enhancements (separate child and adult)	Software	Existing functionality based on configuration	N/A
13	Occupancy Module enhancements (variable pricing)	Software	AWO V3.05 currently scheduled for December	N/A



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			2013 release	
14	Financial Export	Software	In Progress, Final Date TBD based on delivery of required information by State.	N/A
	IMPLEMENTATION			
15	PC Delivery	Non-Software	By 4/1/2014 if order finalized by 1/15/2014	52,500.00
16	PC Installation and Testing	Non-Software	Phased in schedule to be completed no later than 4/15/2014	N/A
17	Conduct Training	Non-Software	As required to be completed no later than May 15 th .	N/A
18	Application Enhancement Testing	Non - Software		
	OPERATIONS			
19	Conduct Training	Non-Software	As required to be completed no later than May 15 th .	N/A
20	Annual Site Visit to Campgrounds throughout NH.	Non-Software	To occur annually by August 31 st .	N/A
21	Site Visit Reporting	Written	Annually following site visits but no later than September 30 th .	N/A
22	Quarterly update/training of major releases and new enhancements to System.	Written	To be scheduled in conjunction with major software releases and/or enhancements.	N/A
23	End of Season follow up meeting	Non-software	To occur annually in October.	N/A
24	End of Season Report	Written	To be provided annually in October	N/A
25	PCI Attestation of Compliance	Written	Annually by January 31	N/A
26	Quarterly certificate confirming successful completion of scans.	Written	Quarterly throughout the contract term.	N/A
27	Annual PCI Attestation of Compliance confirming successful completion of application and network penetration tests.	Written	Annually by January 31 st .	N/A

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1.2 Future Vendor Rates Worksheet

Project Manager	\$125	\$128	\$130	\$133	\$135
Trainer	\$165	\$168	\$172	\$175	\$179
Business Analyst	\$150	\$152	\$156	\$159	\$163
Product Manager	\$200	\$204	\$208	\$212	\$216
Developer	\$350	\$357	\$364	\$372	\$379

1.3 Reservation Transaction Fees

The below fees are applicable to advanced reservations only regardless of sales channel. The State will reimburse credit card fees to ReserveAmerica on a monthly basis against accepted invoices. The amount of such credit card fee invoices is not included in the Not to Exceed (NTE) amount identified for this contract.

Reservation Transaction Fee				
All sales channels				
Reservation Transaction Fee	\$8.25	\$8.25	\$8.25	\$8.25
Reservation Change Fee	\$5.00	\$5.00	\$5.00	\$5.00
Credit Card Fee (% of total gross charges)**	2.2%	2.2%	2.2%	2.2%
**This credit card fee payment shall be withheld in the event that ReserveAmerica does not submit all PCI compliance documentation by the dates specified in the contract. If documentation is not received within 30 days, the State shall declare the ReserveAmerica in default as described in contract Part 2 Section 13.1 Termination for Default.				

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1.4 Hardware Component, Warranty, Support and Cost

PC	ThinkCentre	M72E	Lenovo	\$863.27
Widescreen Monitor	LCD	19"	Acer	\$129.99
Barcode Scanner	Quickscan	QD2130	Datalogic	\$155.99
Credit Card Swipe			Magtek	\$84.49
Battery Backup		APC350	APC	\$74.09
Cash Drawer with cable		ADV111B1131004	MMF	\$177.59
Citizen CTS-2000 Thermal Printer and Power Supply		USB	Star	\$380.81
*Total Cost w/o printer				Not to Exceed \$ 1,866.23
Optional Equipment				
Report Printer	HP	HP401	HP	\$430.11
*Total Cost with printer				Not to Exceed \$ 2,296.34
*All equipment warrantied for the duration of the contract and replaced if there is failure.				

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PRICE, PAYMENT AND TRANSACTION SCHEDULE**

2. TOTAL CONTRACT PRICE

Table: 2.1 Total Contract Price

	FY 14	FY 15	FY 16	FY 17	Total
Software	\$4,875.00	0.0	\$10,000.00	\$10,000.00	24,875.00
Hardware	\$52,500.00	0.0	\$20,000.00	\$20,000.00	92,500.00
Total Contract Cost	\$57,375.00	0.0	\$30,000.00	\$30,000.00	\$117,375.00

Campers using the AWO system will pay a transaction fee directly to Vendor who will retain the fee as compensation for this contract. In addition, the State has allocated \$92,500.00 for the purchase of replacement equipment from Vendor, and \$24,875 for additional software modules or modifications.

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 \$117,375.00 for the hardware and software purchase component of the contract ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Vendor for all fees and expenses, of whatever nature, incurred by Vendor in the performance hereof (excluding transaction/processing fees paid by campers directly to Vendor for registrations).

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

Vendor 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 reasonable review. Vendor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as reasonably 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:
Department of Resources and Economic Development

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4. PAYMENT ADDRESS

All payments shall be sent to the following address:

ReserveAmerica
10182 Telesis Court
San Diego, CA 92121

5. OVERPAYMENTS TO Vendor

Vendor 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 Vendor's invoices with appropriate information attached.

7. PROJECT HOLDBACK – NA

8. CONTRACT SECURITY/PERFORMANCE BOND - NA

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EXHIBIT C
SPECIAL PROVISIONS

1. Special Provisions

1.1 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 following addresses.

TO Vendor:
Gary Evans
18 Division Street
Saratoga Springs, 12866
Tel: (518) 306-2600

TO STATE:
Gail Wolek
State of New Hampshire
Department of Resources and Economic Dev.
172 Pembroke Rd.
Concord, NH 03301
Tel: (603) 271-3556

1.2 Contract Agreement Part 1 – General Provisions

The paragraphs noted are amended to read as follows in *Contract Agreement Part 1 – General Provisions*:

Amend Section 4 to add the following at the end of the paragraph:

In the event that funds are not appropriated and Contractor has begun performance, State will provide Contractor with prompt written notice of such failure to appropriate funds. Notwithstanding anything herein to the contrary, for the period prior to the date of termination, State will pay Contractor for all services rendered, a prorated amount of all software license fees, if applicable, and all non-cancelable commitments entered into by Contractor on behalf of the State.

Amend Section 5.3 to change “liquidated amounts required or permitted” to “taxes required”.

Amend Section 6.1 to add “that are applicable to the Services” after “Contractor” in the fourth line.

Amend Section 9.1 to delete “and things” in the first line and “programs, computer” in the sixth line.

Amend Section 9.2 to add the following to the end of the paragraph:

“provided, however, that Contractor may retain a copy of the data as necessary for its legal, regulatory, and archival purposes”

Amend Section 9.3 to add “Except as set forth in Contract Agreement - Part 2, Section 10.2” at the beginning of the second sentence.

Amend Section 12 by adding “Except as set forth in Contract Agreement - Part 2, Section 10.2” at the beginning of the paragraph, and adding the following to the end of the paragraph:

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For purposes of this Agreement, the term “subcontract” does not include the general provision of services or utilities which are also provided to Contractor’s other customers as well as State and are not materially related to the Services; provided, however, Contractor agrees to be responsible for any such parties’ compliance with the applicable terms and conditions of this Agreement.

Amend Section 16 by deleting it in its entirety and replacing it with the following:

No failure by the either party to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event 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 such party to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the other party.

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EXHIBIT D
ADMINISTRATIVE SERVICES**

1. STATE MEETINGS AND REPORTS

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

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

- a. Introductory Meeting:** Participants will include Vendor Key Project Staff and State Project leaders from both Department of Resources and Economic Development and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. Kickoff Meeting:** Participants will include the State and Vendor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. Status Meetings:** Participants will include, at the minimum, Vendor Project Manager and the State Project Manager. These meetings will be conducted at least every two weeks and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Vendor shall serve as the basis for discussion.
- d. The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. Exit Meeting:** Participants will include Project leaders from Vendor 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 Vendor 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 Vendor's responsibility.

Vendor Project Manager or Vendor Key Project Staff shall submit every two weeks status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Vendor'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. Vendor 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

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As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the Project. Vendor 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.

2. STATE-OWNED DOCUMENTS AND DATA

Vendor shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Vendor shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract that has been paid for to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format provided however, that Vendor may retain a copy as necessary to comply with its legal, regulatory, and archival obligations.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

Vendor shall agree to the conditions of all applicable State and, to the extent this Contract is funded by monies of the United States, 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*.

Vendor 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. Vendor and its Subcontractors shall retain all such records for six (6) years following creation of such records or such longer period required by law. 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.

For the sole purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement, upon prior notice and subject to reasonable time frames and no more than once per calendar year (unless otherwise required by law), solely to 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, provided that all such records must be kept strictly confidential. Access to these items shall be provided at Vendor's San Diego location. 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. Vendor shall include the record retention and review requirements of this section in any of its subcontracts.

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

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4. ACCOUNTING REQUIREMENTS

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



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EXHIBIT E
IMPLEMENTATION SERVICES**

Vendor shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. Vendor shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:
- B. Vendor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. Vendor team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.
- D. 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.
- E. Vendor shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- F. Vendor 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.
- G. Vendor shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 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.

1.2.1 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

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Processes will be documented, training established, and the application will be ready for Implementation in accordance with the State's schedule unless there are delays caused by the State, its agents, or other delays outside of Vendor's reasonable control.

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

1.2.2 Change Management and Training

Vendor'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.

2. IMPLEMENTATION METHODOLOGY

Vendor team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following:

Vendor will use the Taskforce Methodology to manage every aspect of our project delivery and services. This approach ensures that at all times staffing is adequate in number, fully knowledgeable of the project, well-prepared for a smooth transition to new personnel if/when needed, and is able to perform satisfactorily as determined jointly by Vendor and DRED.

The below table describes the various teams and their roles and responsibilities during various stages of a reservation system project.



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Project Manager	<p>The Project Manager participates in and manages the implementation activities of Vendor project teams and will act as the liaison with the DRED project manager and stakeholders. Responsibilities include but are not limited to the following:</p> <ul style="list-style-type: none"> ■ Analyze requirements and create of the Project Plan ■ Create weekly updates of the project plan and status report. ■ Host scheduled status reviews and specific conference calls with the project team members. ■ Host weekly internal status meetings with the Vendor project team ■ Train Parks, Agency Management, Trainers and Field Staff ■ Perform internal training: Help Desk, Inventory, and Product Support work with the Vendor Inventory Team to identify and create data collection tools for the project. ■ Work with DRED Project Team Members to determine agency access requirements for AWO ■ Coordinate all other teams within Vendor's and ensure the project stays on track and within scope ■ Analyze and confirm data to be converted (Park, Site, Reservation and Customer data) ■ Ensure that information is distributed throughout State Parks to all field, management and financial staff with updates from time to time.
Client Management	<p>Vendor's Client Service Manager will work with the Implementation Team to coordinate the project, and will be a point of contact with DRED in regards to escalations. Generally, during the transition to AWO, the responsibilities of the Client Service Manager change as the project moves through the various stages. Your Client Service Manager is involved in the transition project from the beginning and works with the Implementation Team as the project progresses through implementation, and then resumes primary project responsibility once the project is implemented. New Hampshire's Client Manager will represent New Hampshire's interests internally ensuring the delivery of contractual obligations as well as the highest levels of service.</p> <p>Responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> ■ Act as ongoing liaison with you and coordinator for the continuing operational phase of the project, throughout the term of the contract. ■ Attend all weekly internal project meetings ■ Attend all weekly status calls with your Project Team ■ Participate in discussions in and around policies and procedures ■ Understand and interpret contract requirements (ensuring that the Project Plan and associated activities are meeting contractual requirements).
Database Architect	<p>The Database Architect is responsible for all data conversion and importing that is required from the current system into the AWO system (Park, Site, Reservation and Customer Data). The Database Architect works closely with the Implementation Team to identify requirements for conversion and a Quality Assurance Plan for conversion of data. Vendor is already supporting DRED with its AWO application; hence Data conversion will not be required however Vendor's Database Architects who support ongoing design requirements.</p>

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Training	<ul style="list-style-type: none"> ▪ Creates and customizes reservations Training Plan (initial and refresher courses). ▪ Schedules and conducts call center training sessions. ▪ Evaluates and certifies trainees for work on line. ▪ Oversees field training. ▪ Refines Training Plan based on feedback from call center and field trainees.
Product Management Finance	<p>Involved in all financial discussions and identification of accounting and reporting requirements. Their responsibilities include but are not limited to the following:</p> <ul style="list-style-type: none"> ▪ Determine the financial model(s) that will be used for State Parks ▪ Determine the reporting requirements for financial transactions ▪ Provide subject matter experts for all aspects of financial set up, distribution and credit card processing discussions with the client. ▪ Handle distribution of funds and the posting process ▪ Participate in implementations of the accounting structure and the accounting codes ▪ Create and distribute refund/financial procedures ▪ Identify and implement necessary invoicing procedures ▪ Participate in all internal status meetings and select calls with agency in regards to financial information
Product Management, Development and Quality Assurance	<p>Product Management, Development and Quality Assurance teams work in conjunction to determine, develop and test all changes that are required as part of the project scope. All development efforts are coordinated and tracked in a separate project plan, managed by a designated Project Manager within the development department. Representatives from these departments attend the weekly internal project status meetings to update the project team on the progress being made.</p>
Quality Assurance	<ul style="list-style-type: none"> ▪ Ensure application of continuous learning/process improvement practices. ▪ Observe, report and advise on all of the key customer -facing deliverables of the organization including <ul style="list-style-type: none"> ○ Oversee implementation/conversion deliverables and satisfaction levels. ○ Jointly monitor sessions with agency liaisons and field personnel. ○ Conduct consumer and field satisfaction surveys. ○ Conduct quality testing of the public websites and IVR testing.
Technology Operations (Tech-Ops) / Database Administration (DBA)	<p>The Tech-Ops and DBAs are responsible for all database and hardware/networking components associated with the implementation of State Parks into the AWO system. These duties include but are not limited to:</p> <ul style="list-style-type: none"> ▪ Tech Ops: Tech Ops is responsible for determining any system requirements required from the client end in order for a successful go-live. If required, this includes the setup of VPN connectivity from park locations and central offices plus any additional requirements for communications to the central database. ▪ DBAs: The DBAs are responsible for maintaining the data integrity and security levels associated with the BSP information in the AWO database. The DBAs are also responsible for running any scripts required against the database.

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Inventory	<p>The Vendor Outdoors Inventory Department is responsible for all data entry aspects related to inventory information. The Inventory department leads the data collection discussions and assists in the gathering of information. Other responsibilities of the Inventory department include but are not limited to:</p> <ul style="list-style-type: none"> ▪ Review/validation of data conversion, data collection process from the park locations Ensure that the data conversion activities are complete ▪ Create all maps ▪ Ensure appropriate sign-off from park locations that park / site and map data is correct ▪ Provide Weekly or Daily updates for the client concerning the status of data conversion, collection, correction and approval. ▪ Create and distribute any new procedural documentation for State Parks as it relates to working with the Inventory Team during the project and post - implementation
Product Support	<ul style="list-style-type: none"> ▪ For cases not immediately resolvable, provides advanced investigation into issues or data concerns as well as providing a front line diagnosis of defects to be addressed by our development team.
Customer Service	<p>Customer Service Team is trained and familiar with all aspects of the State Parks field locations in regards to facility information, policies, fees and business rules. Our Customer Service team has proven its worth time and time again, assisting everyone from frustrated campers to hundreds of customers impacted by floods and related Facility closings.</p> <ul style="list-style-type: none"> ▪ Works directly with your customers to resolve payment and refund issues to provide top customer service. ▪ The Customer Service Manager assists in creating procedural documentation for State Parks.
Call Center	<p>Vendor's network of 4 nation-wide call centers employing hundreds of agents is the most experienced camping and recreation related agents in the industry from our agents, floor supervisors and queue managers to our national call monitoring team.</p>

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SECURITY AND INFRASTRUCTURE**

1. SECURITY

Vendor shall 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. Security requirements are defined in Exhibit H- *Priority Responses* Vendor shall 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.

PCI Compliance is a critical component of this project. Requirements and deliverables for PCI compliance are described in Exhibit A, *Project Deliverables*, Exhibit B, *Price, Payment and Transaction Schedule*, and Exhibit H, *Priority Responses*. It is the State's responsibility to monitor ReserveAmerica's PCI compliance status. The contract includes requirements for the submission of a PCI Attestation document which includes confirmation of vulnerability and penetration tests. If these documents are not received in accordance with contract the State shall allow a 30 day cure period before declaring ReserveAmerica in default in accordance with Part 2 – Section 13.1 Termination for Default.

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In the event enhancements to the AWO system requires testing these provisions shall apply:

1. TESTING AND ACCEPTANCE

Vendor's AWO is already in use at New Hampshire Parks; therefore, there will be no need for acceptance testing. The State team is trained to use AWO and is familiar with its various modules and their functionality. There will be no down-time in terms of implementation, set-up and testing.

In addition to this, Vendor is committed to providing an environment configured with the State's business rules and setting to allow DRED 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, and daily cash reports.

Vendor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. Vendor will also provide training as necessary to the State staff responsible for test activities. Vendor 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, Vendor 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. Vendor shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

Vendor shall provide the State with an overall Test Plan that will guide all testing. Vendor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Vendor's Project Manager's Certification, in writing, that Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be

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presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from Vendor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from Vendor's development environment. Vendor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing 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.

1.2 Unit Testing

In Unit Testing, Vendor shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

Vendor developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
Vendor Team Responsibilities	For application modules, conversions and interfaces Vendor team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

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Thorough end-to-end testing shall be performed by Vendor team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications.. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

- | | |
|-------------------------------------|---|
| Activity Description | Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents. |
| Vendor Team Responsibilities | <ul style="list-style-type: none">• Take the lead in developing the Systems Integration Test Specifications.• Work jointly with the State to develop and load the data profiles to support the test Specifications.• Work jointly with the State to validate components of the test scripts. |
| State Responsibilities | <ul style="list-style-type: none">• Work jointly with Vendor to develop the Systems Integration Test Specifications.• Work jointly with Vendor to develop and load the data profiles to support the test Specifications.• Work jointly with Vendor to validate components of the test scripts, modifications, fixes and other System interactions with Vendor supplied Software Solution. |
| Work Product Description | <ul style="list-style-type: none">• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly. |

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1.4 Conversion Validation Testing - NA

1.5 Installation Testing

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.6 User Acceptance Testing (UAT)

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 Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that Vendor has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Vendor that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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 System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence.

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Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Vendor Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with Vendor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.7.1 Scope

The scope of **Performance Testing** shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.7.2 Test Types

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

- a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the

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ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.3 Tuning

Tuning will be Vendor led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

1.8 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 may include Penetration Tests (pen test) or code analysis and Review.

Service Component	Defines the set of capabilities that:
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
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and

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	unauthorized access of files and/or directories on the server.
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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 may include 3rd party Penetration Tests (pen test) or code analysis and review.

Vendor shall be required to provide 3rd party testing. Prior to the System being moved into production, Vendor shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.9 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Warranty Period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

1.10 System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

1.1 Vendor's Responsibility

Vendor shall maintain the AWO System in accordance with the Contract. Vendor will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

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

1.1.2 Custom Software, Interfaces, and Patches

All program updates, general maintenance releases, selected functionality releases, patches, and Documentation released to the State and applied by Vendor as needed to meet the requirements, shall support and be compatible with Vendor -developed Custom Software and interfaces.

1.1.3 Hardware Maintenance –

Vendor shall provide on-going hardware maintenance for the hardware purchased supporting the AWO system at the various State Parks throughout NH and headquarters (Concord).

Upon report of an issue the call will be troubleshooted by a support staff member. The issue can be resolved by the initial staff member who receives the request. If the complexity of the issue requires further escalation, the call can be escalated to a member of the hardware team by direct transfer or through a ticketing system for a return phone call to the location experiencing the problem. Vendor is able to utilize a remote software tool, TeamViewer, to connect to the PCs in the field to assist in troubleshooting.

Depending on the nature of the problem, resolution is possible without new hardware being delivered to the location. Drivers/firmware that control the hardware can be reinstalled/reconfigured remotely through the use of the remote connection software.

In the event of hardware failure Vendor will deliver replacement equipment to the location. The failed equipment can then be returned for repair or it can be properly disposed. Shipments to the field can occur Monday through Friday up until 3pm EST. It is optional to be able to strategically place some spare equipment in the field for field staff to obtain and utilize at times when shipping replacement equipment does not meet the necessary turnaround time.

Upon the field staff receiving the equipment, they will be able to plug in the new equipment or contact the support group for assistance on how to setup the equipment.

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Once the equipment is physically connected, the support staff is able to remotely connect to the PC to complete any installation necessary.

2. SYSTEM SUPPORT

2.1 Vendor's Responsibility

Vendor 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.

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

Class A Deficiencies:

Software - Vendor shall have on-call telephone assistance, with issue tracking available to the State, between the hours of 8:00 am and 8:00 pm – April 1 through October 31 Eastern Time with an e-mail / telephone response within two (2) hours of request. The Deficiency must be corrected within 4 hours during normal operating hours.

Hardware

The Deficiency must be corrected within 4 hours during normal operating hours. Spare equipment will be placed at designated locations determined by the State prior to the beginning of each camping season throughout the contract. This equipment shall be utilized at times when shipping replacement equipment does not meet the necessary turnaround time.

Class B & C Deficiencies:

Software - The State shall notify Vendor of such Deficiencies during regular business hours and Vendor shall respond back within four (4) hours of notification with their planned corrective action.

Class B Deficiencies must be corrected within 1 day.

Class C Deficiencies must be corrected within a time frame agreed upon between DRED and Vendor.

Hardware

Class B Deficiencies must be corrected within 1 day.

Spare equipment will be placed at designated locations determined by the State prior to the beginning of each camping season throughout the contract. This equipment shall be utilized at times when shipping replacement equipment does not meet the necessary turnaround time.

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Class C Deficiencies must be corrected with an agreed upon time between DRED and Vendor.

3. SUPPORT OBLIGATIONS AND TERM

- 3.1 Vendor 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 Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3 Vendor shall provide on-call telephone assistance with issue tracking available to the State. At a minimum, Vendor's Solution must have a Help Desk with the following hours (all EST):
- **April 1st – October 31st**
 - Sunday – Thursday: 9:00 am – 5:00 pm
 - Friday – Saturday: 9:00 am – 9:00 pm
 - **November 1st through March 30th**
 - Monday – Friday: 8:00 am – 5:00 pm
- 3.4 For all Services calls, Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency Solution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and
- 3.5 Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.6 All Deficiencies found shall be corrected during the time frames specified above in Section 2 System Support.

If Vendor fails to correct a Deficiency within the allotted period of time stated above, Vendor 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 Part 2 Section 13 *Termination*. as well as to return Vendor's product and receive a prorated refund for all amounts paid to Vendor relating to such Deficiency, including but not limited to, applicable license fees, within ninety (90) days of notification to Vendor of the State's refund request.

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PRIORITY RESPONSES**

1. Requirements

Vendors shall complete a checklist based on the following format. Indicate whether the requirement is included in the Solution without modification (Y), with modification (M), or not at all (N) and add additional information in the Vendor Comments column. If modifications are needed to meet requirements, those modifications must be included in the cost.

Table 1 General System Requirements -Vendor Response Checklist

REQ #	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
	BUSINESS REQUIREMENTS			
B-1	The application must be able to provide multitude of reporting capabilities (financial, statistical and demographic) for a specific location or a combination of locations.	M	Y	
B-2	Solution must have a customer database for demographic analysis.	M	Y	
B-3	New reservations, cancellations or changes must be able to be made through a call center (via phone, or email) and/or online real-time.	M	Y	
B-4	The ability to make reservations 11 months in advance.	M	Y	
B-5	The ability for individual campgrounds to be able to make reservations and change existing reservations.	M	Y	
B-6	The Vendor must have the ability to host a call center.	M	Y	Vendor proposes the use of New Hampshire based work-at-home agents supplemented with additional agents to address volume spikes as needed.
B-7	The Vendor's Solution must implement campground polices described in Appendix J.	M	Y	
B-8	Vendor's Solution must have the ability to manage various types of reservation transactions. For example: youth group camping, watercrafts, pavilions, transport to remote campsites, and other amenities.	M	Y	
B-9	Vendor Solution must have ability for State park managers to adjust campground (camping sites) inventory.	M	Y	

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REQ #	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
B-10	At a minimum the Vendor Solution must have a Help Desk with the following hours (all EST): <ul style="list-style-type: none"> From April 1st – October 31st Sunday - Thursday 9:00am – 5pm Friday - Saturday 9:00am – 9pm November 1st through March 30th <ul style="list-style-type: none"> Monday - Friday 8am – 5pm 	M	Y	
B-11	Vendor must have ability to survey customer post visit.	M	Y	
B-12	The Solution shall support the creation and maintenance of an account structure that will reflect the needs of the Parks system scalable to changing account structure at State level. Current structure: <ul style="list-style-type: none"> Location code: 2 digits Numeric Operations code: 2 digits numeric Activity Code: 5 digits alphanumeric 	M	Y	
GENERAL REQUIREMENTS				
G-1	Vendor shall participate in an initial kickoff meeting to initiate the Project.	M	Y	
G-2	Vendor shall provide Project Staff as specified in the RFP.	M	Y	
G-3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Y	With the exception of the optional integration to Lawson the functionality described in this solicitation is already in place for DRED and as such we welcome the opportunity to discuss the provision of a finalized Work Plan.
G-4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Y	
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper)	M	Y	As your current reservation system provided we do not expect this to be required. User manuals are available on-line in .pdf format for each of the AWO interfaces used by DRED.

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REQ #	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
G-6	Vendor will provide State with PCI DSS certification documentation and evidence of its most recent validation of compliance. Vendor must supply an attestation of compliance at least annually.	M	Y	Vendor completed our most recent audit and received our Attestation of Compliance in October 2012.
TECHNICAL REQUIREMENTS				
T-1	The Vendor will provide a hosted centralized NH State Park Reservation System accessed through a web-based interface available twenty-four (24) hours per day, seven (7) days per week, 365 days per year with the look and feel of NH State Parks web site.	M	Y	Vendor's hosted solution will be available 24x7x365 except for agreed upon maintenance periods.
T-2	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	Y	
T-3	The State will actively and fairly consider all types of available software for IT software procurements. Open Source Software will be considered equally alongside Proprietary Software.	M	Y	
T-4	Web-based compatible and in conformance with the following W3C standards: <ul style="list-style-type: none"> • XHTML 1.0 • CSS 2.1 • XML 1.0 (fourth edition) 	M	Y	
T-5	GUI Interface Technologies	M	Y	
T-6	Windows XP/Windows 7 Compatible	M	Y	
T-7	The Vendor must provide an application that will communicate via low and high bandwidth, such as Dial-up, cable, DSL and satellite.	M	Y	
T-8	Due to the confidentiality of client information, the Vendor must provide a product that is secure and includes secure authentication and authorization.	M	Y	

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T-9	Vendor will provide an application to the State, and Park Staff that is web based with the ability to operate "offline".	M	Y	Vendor built a Field Manager Local application in 2007 to provide the ability for field staff to complete basic actions in an offline mode in the event connectivity is lost. However, not a single contract chose to implement the functionality and as a result the product was discontinued. The lack of need for a local solution was due to several factors including the stability of the AWO platform, technological improvements in connectivity, and the other options for operation in the event of a loss of connectivity. Additionally, AWO can be accessed from any computer with an Internet connection providing the ability for example to operate from the park office if the campground gate-house can no longer connect
T-10	The Vendor must be able to demonstrate that the log-on protocols can sufficiently limit the viewing and editing privileges for Data that is used exclusively by one or more of the users.	M	Y	
T-11	Application must be compliant and the PA-DSS and SAS70 (audited statement of controls over the development and maintenance process of software) documents must be submitted on an annual basis.	M	Y	Vendor maintains PCI-DSS Level 1 compliance and certification. SAS70 standards include some but not all of the stringent PCI compliance standards and as such Vendor welcomes the opportunity to discuss the SAS70/SSAE16 requirement with authorized DRED staff during the procurement process.
T-12	The State requires compliance with the AICPA SAS70. However we recognize that the SAS70 requirement has been superseded by SSAE 16. Therefore the vendor shall host the system, its maintenance, development and change management procedures so as to fully comply with the AICPA guidelines as detailed in SSAE 16 or its successor. Annually the vendor will provide a copy of an independent auditor's report on compliance with the standards as set forth in SSAE 16 or its successor. Failure to provide the report or to show material compliance will be considered breach of contract.	M	Y	See response to T-11.
T-13	Web sites must comply with State of New Hampshire Web Site Standards and policies	M	Y	Vendor websites are compliant with current applicable State of New Hampshire Web Site Standards and policies.
T-14	Application must be able to have cash drawer and receipt functions.	M	Y	Vendor's solution was designed with a strong financial backbone including cash drawer tracking and reconciliation. Receipts are supported and printing is based on system configuration determined in conjunction with DRED.

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T-15	The Vendor will have a Data conversion mapping plan and will convert existing Data from the current Reservations into the NH State Park Reservation System. The vendor must be able to reconcile the conversion process to verify proper transfer of Data.	M	Y	As your current reservation system this will not be required.
T-16	The Vendor must provide internal training on the NH State Park Reservation System prior to cut over to new system. The training should be such that all training attendees (minimum of 8 users and 2 administrators) are proficient in the usage of the system and the creation of reports.	M	Y	As your current reservation system this will not be required, however, additional training can be provided should DRED so desire.
T-17	The Vendor will provide an application that uses a secure log-on procedure and full performance and compatibility with the latest version of Microsoft Internet Explorer.	M	Y	
T-18	Repair or replace the hardware, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract. (Only applies if State purchases hardware under this contract).	O	Y	Vendor acknowledges the requirement to repair or replace hardware to ensure operation in accordance with the contract should the State elect to purchase hardware from our organization.
T-19	Vendor will electronically transfer all funds received on behalf of the State to the State's bank account on a weekly basis.	M	Y	This process is currently in place and operational for DRED.
T-20	All proceeds from the NH State Park Reservation System are funds of the State of New Hampshire, which Vendor holds in trust. These proceeds shall not be comingled with personal, business or any other operating funds or diverted or used by Vendor for any purpose.	M	Y	Vendor provides the option of having funds deposited into a trust account or directly into a State of New Hampshire bank account set up for the purpose.
T-21	With each EFT to the State bank, vendor will provide electronic files to the NHDRED containing fee details. The total dollar amount of each electronic file will always 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	N	
T-22	Data file output in text, CSV, etc	M	Y	

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T-23	The Vendor's solution must have the ability to interface into the State's financial system (Lawson).	O	Y	Vendor provides financial exports to many of our existing clients. As your selected vendor we will work with appropriate DRED staff to determine the exact needs of this interface should the State wish to pursue this option. AWO customization is not required to provide this functionality.
T-24	Vendor solution must be able to list number of children and adults separately in reservation.	M	Y	AWO can be configured to collect demographic information including adults and children.
T-25	Vendor 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	Y	AWO provides the ability to define a number of security roles based on DRED's needs with staff assigned to roles as appropriate. This functionality is in place and operational for DRED today.
T-26	Vendor solution must have interactive maps showing campsite availability by date and by location for Park staff and customers.	M	Y	
T-27	System should have ability to list available camp sites numerically and by type (ex. water front, tent, electric, etc.).	M	Y	
T-28	System will include ability to print overdue check out and check in list.	M	Y	AWO provides access to check-in, check-out and overdue check-out lists through the Field Manager. As a result printing is not required, however the information can be copied to a file for printing should the need arise.
T-29	Vendor's solution must be compatible with thermal receipt printers and have the ability to customize receipt printing (order of receipts, text, art work, etc.)	M	Y	
T-30	System 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	Y	All revenue processed through AWO is included in consolidated financial and statistical reports.
SECURITY REQUIREMENTS				
S-1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Y	
S-3	Enforce unique user names.	M	Y	
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy.	M	Y	
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters.	M	Y	

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S-6	Encrypt passwords in transmission and at rest within the database.	M	Y	
S-7	Expire passwords after a definite period of time agreed upon between Vendor and State.	M	Y	
S-9	Provide ability to limit the number of people that can grant or change authorizations	M	Y	The ability to grant or change authorizations is based on the appropriate security role. We will work with DRED staff to ensure only authorized staff are assigned this role.
S-10	Establish ability to enforce session timeouts during periods of inactivity.	M	Y	
S-11	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)) and report submitted to the Agency.	M	Y	
S-12	The application shall not store authentication credentials or sensitive Data in its code.	M	Y	
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Y	
S-14	The application shall log all transactions made to the system by the user, to a central server to prevent denial that they have taken place.	M	Y	AWO's single central database is the repository for all transactions. Transactions are never deleted from the database to maintain auditability.
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y	
S-16	Use only the Software and System Services designed for use.	M	Y	
S-17	The application Data shall be protected from unauthorized use when at rest	M	Y	
S-18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	
S-19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Y	
S-20	Create change management documentation and procedures.	M	Y	Vendor has a proven change management system that is fully documented and can be provided to DRED.
S-21	PCI compliance for Credit Card transactions.	M	Y	

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S-22	The vendor must supply to Agency a new status report and evidence of validation of compliance at least annually or upon request.	M	Y	
S-23	The application shall comply with the PCI PA-DSS standards.	M	Y	Vendor maintains PCI-DSS Level 1 compliance.
	HOSTING REQUIREMENTS - OPERATIONS			
H-1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. State access will be via Internet Browser.	M	Y	Vendor's infrastructure is hosted in a best in class Tier 3 data center providing unparalleled security.
H-2	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 7, and 128 bit encryption. The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M	Y	
H-2.a	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M	Y	
H-3	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	Y	Vendor's AWO system is housed in a best of class Tier 3 Data Center.
H-4	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Y	This infrastructure is in place and operational for DRED today.

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H-5	Data Center Humidity shall be noncondensing and be maintained between 40-55% with maximum dew point of 62 °F.	M	Y	This infrastructure is in place and operational for DRED today.
H-6	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Y	This infrastructure is in place and operational for DRED today.
H-7	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M	Y	This infrastructure is in place and operational for DRED today.
H-8	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Y	This infrastructure is in place and operational for DRED today.
H-9	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Y	This infrastructure is in place and operational for DRED today.
H-10	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	Y	This infrastructure is in place and operational for DRED today.
H-11	Vendor must monitor the application and all servers.	M	Y	Extensive application and server monitoring is operational for DRED today.
H-12	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Y	
H-13	Vendor shall install and update relevant critical server patches, updates, and other utilities within 30 days of release from the manufacturer.	M	Y	

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H-14	Vendor shall monitor System, security, and application logs.	M	Y	
H-15	Vendor shall manage the sharing of data resources.	M	Y	
H-16	Vendor shall manage daily backups, offsite data storage, and restore operations.	M	Y	
H-17	The Vendor shall monitor physical hardware.	M	Y	
H-18	The Vendor shall immediately report any breach in security to the State of New Hampshire and accepts all liability for breach of State of NH data stored on their systems at their hosting sites.	M	M	Vendor shall promptly report any breach in security and accepts responsibility for breach of State of NH data stored on their systems at their hosting sites except to the extent that such breach is caused by State and/or its agents or representatives
	HOSTING REQUIREMENTS – DISASTER RECOVERY			
H-19	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	M	Vendor shall conform to its own internal disaster recovery procedures.
H-20	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Y	
H-21	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	Y	Disk failures in the primary or secondary arrays will not affect performance of the database and the disks are hot-swappable. Each array houses 1 hot spare disk drive to replace a failed drive immediately. The bad disk can then be replaced, and the hot spare is once again available for protection.
H-22	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Y	
H-23	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	Y	
H-24	At a minimum, acceptable frequency of scheduled backups of all servers is differential backup daily, and complete backup weekly.	M	Y	

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H-25	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	Y	All systems and services have the confidence of maximized uptime through: <ul style="list-style-type: none"> ▪ Two Fully Redundant Data Centers ▪ Replicated databases, redundant servers as well as offsite data storage
H-26	If State data is personally identifiable, data must be encrypted in the operation environment and on backup tapes.	M	Y	Sensitive personal information is stored in encrypted form in the operational database as well as on the backup devices. As soon as credit card information is entered it is encrypted using PCI approved (AES-128) algorithms, and is unreadable by any staff
H-27	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Y	The primary AWO database is replicated to a totally independent disk subsystem on a SAN. This replication occurs real-time and is a 2 nd level of protection guarding against a complete failure of the storage system. The replicated database can be brought online within 15 minutes if the primary database becomes unavailable. A third level of protection is provided by asynchronous replication of the primary database to our backup Data Center.

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	HOSTING REQUIREMENTS – NETWORK ARCHITECTURE			
H-28	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.99% uptime, exclusive of the regularly scheduled maintenance window.	M	M	Over the past six-months, our uptime for AWO has exceeded 99.99%.
H-29	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	O	Y	This redundant infrastructure is in place and operational for DRED today.
H-30	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State’s Service.	M	Y	This redundant infrastructure is in place and operational for DRED today.
H-31	The Vendor’ network architecture must include redundancy of routers and switches in the Data Center.	M	Y	This redundant infrastructure is in place and operational for DRED today.
	HOSTING REQUIREMENTS - SECURITY			
H-32	The Vendor shall employ security measures ensure that the State’s application and data is protected.	M	Y	
H-33	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Y	
H-34	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	Y	

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H-35	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	Y	
H-36	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Y	
H-37	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	M	Vendor shall provide notification of security breaches within two hours of confirmation of their occurrence.
H-38	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Y	
H-39	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	M	The Vendor shall be liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification required by law and any damages assessed by the courts, except to the extent that such breach is caused by State and/or its agents or representatives.
H-40	The Vendor shall a perform security audits, including internal and external vulnerability testing, and application and network penetration tests of the Vendor' hosting infrastructure.	M	N	Vendor undergoes annual audits to ensure PCI-DSS Level 1 compliance and will provide the completed Attestation of Compliance to the State to confirm its ongoing compliance.
H-40a	Documentation will be submitted on a annual basis for application and network penetration testing unless there is a significant change to the environment. A "significant change" is defined as: Changes that impact the application code, database schema and/or encryption methodologies. (note: encryption changes does not mean renewing a SSL certificate) Deployment of new hardware in the cardholder environment (servers, routers, switches, etc) OS and Database upgrades (this does not include patching of existing OS or database environments)	M		Vendor undergoes annual audits to ensure PCI-DSS Level 1 compliance and will provide the completed Attestation of Compliance to the State to confirm its ongoing compliance. As part of its on-going PCI compliance, Vendor follows the requirements of the standard including all appropriate scans and penetration tests.

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H-41	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	M	Vendor will host in no less than a Tier 3 Data Center.
HOSTING REQUIREMENTS – SERVICE LEVEL AGREEMENT				
H-42	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Y	
H-43	Maintain/replacement of the Software in accordance with the Specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M	Y	
H-44	Repair or replace the hosting hardware, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y	
H-45	The Vendor response time for support shall conform to the specific deficiency class as described in APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS: H 25.11.2.	M	Y	
H-46	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	Y	
H-47	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Y	
H-48	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	Y	Vendor will establish a monthly maintenance window on the third Friday of every month (From 1:00 am to 5:00 am ET).
H-49	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Y	Other maintenance downtime if required will be scheduled with at least 48 hours' notice except in the event of an emergency downtime when less than 48 hours' notice may be provided.

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H-50	The Vendor shall guarantee 99.99% uptime, exclusive of the regularly scheduled maintenance window.	M	M	Over the past six months, our uptime for AWO exceeded 99.99%.
H-51	If The Vendor is unable to meet the 99.99% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Y	Vendor currently maintains uptime in excess of 99.99% measured on an annual basis.
H-52	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Y	
H-53	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	Y	
H-54	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within thirty (30) days of release by their respective manufacturers.	M	Y	To the extent that such action does not impact PCI-DSS compliance or other security concerns Vendor will install all relevant critical patches, within 30 days of release.
H-55	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: <ul style="list-style-type: none"> • 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	Y	

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Vendor's Project Manager and the State Project manager shall finalize the Work Plan within 10 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Vendor's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Vendor and State Project Managers.

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

In conjunction with Vendor's Project Management methodology, which shall be used to manage the Project's life cycle, Vendor 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 Vendor team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Vendor's Work Plan and shall utilize MS Project or other acceptable application to support the ongoing management of the Project.

1. ASSUMPTIONS

A. 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.

- Vendor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- If needed, the State will work with Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Vendor's staff if needed.

C. 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.
- Vendor 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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D. Technical Environment and Management

- Vendor team shall implement 3.05 of the AWO.

E. Conversions – N/A

F. Project Schedule

- Since this project is already live, the kick-off meeting regarding customization as defined in the project plan will occur within 10 business days of contract execution.

G. Reporting

- Vendor shall conduct weekly status meetings until all requirements are met and provide reports that include, but are not limited to, minutes, action items, test results and Documentation. Once finally delivery of all requirements

H. User Training and Change Management

- Vendor 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 shall schedule and track attendance on all end-user training classes.
- New Deployment/Functions and Features Training
- User Manuals and Guides through the AWO launch page

I. Performance and Security Testing

- Vendor Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with Vendor on performance testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Vendor Team Roles and Responsibilities

1) Vendor Team Project Executive

Vendor Team's Project Executives (Vendor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise Vendor Team Project Manager and the State's Project leadership on the best practices for implementing Vendor 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) Vendor Team Project Manager

Vendor 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 Vendor Implementation Team. Vendor Team Project Manager will have the following responsibilities:

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- 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;
- Assign Vendor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Vendor Team members;
- Provide weekly and month 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.

3) Vendor Team Analysis

Vendor Team shall conduct analysis of requirements, validate Vendor 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) Vendor Team Tasks

Vendor 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
- Development and execution of unit test scripts;
- 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 Vendor Project Manager. The role of the State Project Manager is to, 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 Vendor team;
- 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 Vendor Project Manager of any urgent issues if and when they arise; and
- Assist Vendor team staff to obtain requested information if and when required to perform certain Project tasks.

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 in performing conversion and integration testing and data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of Vendor Software Solution and the business processes the application supports.

3) State Technical Lead and Architect

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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;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan; and
- Represent the technical efforts of the State at Project meetings as needed.

3. SOFTWARE APPLICATION

The use of the AWO System will require:

- PC with Windows 7
- Internet Explorer 8 or 9
- Excel or Excel Viewer,
- Symantic Endpoint or equivalent antivirus software for pc
- Adobe Reader V.X
- Adobe SVG Viewer 3.0
- Microsoft .NET Framework 2.0 /w SP1

4. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
Lawson	Vendor provides financial exports to clients as part of AWO. Customization is not required to provide this functionality	Vendor will work with appropriate DRED staff to determine the exact needs of this interface to create the cash report export to Lawson.	Daily/Weekly Cash Report

A. Interface Responsibilities

- Vendor Team shall lead the State with the mapping of legacy data to Vendor Applications.
- Vendor Team shall lead the review of functional and technical interface Specifications.
- Vendor Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- Vendor Team shall document the functional and technical Specifications for the interfaces.

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- Vendor Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- Vendor Team shall develop and Unit Test the interface.
- The State and Vendor Team shall jointly verify and validate the accuracy and completeness of the interface.
- The Vendor 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 7.1 provides the agreed upon Work Plan for the Contract. A revised project plan with applicable dates will be provided in conjunction with the project kick-off meeting to occur within 10 business days of contract execution.

Table 7.1: High Level Preliminary NH Project Plan

ID	Task Name	Duration	Work	Predecessors	Resource Names
1	Camping Reservation Conversion	48 days	11.75 days		
2	Camping Reservation Conversion	0 days	11.75 days		
3	Project Start/Call Center Go-Live	0 days	0 days		
4	Project Management	0 days	0 days	3SS,404FF	ActiveOutdoors Professional Services Manager[25%]
5	Implementation Management	0 days	0 days	3SS,404FF	ActiveOutdoors Professional Services Specialist[25%]
6	Implementation Project Planning	0 days	0 days		
7	GAP Analysis Per RFP/Conversion	0 days	0 days	3SS	ActiveOutdoors Business Analyst,ActiveOutdoors Product Manager
8	Internal GAP Analysis Review	0 days	0 days	7	ActiveOutdoors Business Analyst,ActiveOutdoors Call Center Manager,ActiveOutdoors Customer Service Manager,ActiveOutdoors Development Team,ActiveOutdoors Product Manager,ActiveOutdoors Professional Services Specialist,ActiveOutdoors Product Support
9	Identification of Project Plan and Schedule	0 days	0 days	8,7	ActiveOutdoors Professional Services Specialist[20%]
10	Creation of Project Scope Document	0 days	0 days	7,8	ActiveOutdoors Professional Services Specialist[30%]
11	Creation of Roles & Responsibilities Document	0 days	0 days	8	ActiveOutdoors Professional Services Specialist[20%]
12	Agreement Execution	0 days	0 days	8, 10,11	ActiveOutdoors Bus. Dev [6%], ActiveOutdoors Exec [6%], Client Services Manager
13	Review of Project Plan - Internal	0 days	0 days	9,10,11	Client Services Manager,ActiveOutdoors Professional Services Specialist
14	Deliver Final Project Implementation Plan	0 days	0 days	13	ActiveOutdoors Professional Services Specialist[14%], Client Services Manager
15	Internal Kick Off Meeting	0 days	0 days		
16	Review / Verification of Project Plan & Schedule	0 days	0 days	10, 11, 14	ActiveOutdoors Professional Services Specialist[5%]
17	Review of Project Scope	0 days	0 days	10, 16SS	ActiveOutdoors Professional Services Specialist[5%]
18	Review Roles and Responsibilities Document	0 days	0 days	16SS, 10	ActiveOutdoors Professional Services Specialist[10%]
19	Initial Planning and Coordination Meeting - On Site	0 days	0 days		
20	Review / Verification of Project Plan and Schedule	0 days	0 days	18FS+1 day	ActiveOutdoors Professional Services Specialist[5%], Client Project Team[5%]
21	Identification of Project Teams (AWO and State)	0 days	0 days	20SS	ActiveOutdoors Professional Services Specialist[1%], Client Project Team[300%]
22	Reporting Requirements Specifications Collected/Validated	0 days	0 days	20SS	ActiveOutdoors Professional Services Specialist[1%], Client Project Team[9%]
23	Location Hierarchy (Parks & Reporting)	0 days	0 days	20SS+1 day	ActiveOutdoors Professional Services Specialist[8%]
24	Existing Reservations (initial estimate and data mapping)	0 days	0 days	20SS	ActiveOutdoors Professional Services Specialist[20%]
25	Meeting for Implementation Materials Review & Distribution	0 days	0 days		
26	Review of Implementation Guide/System Requirements	0 days	0 days	18	ActiveOutdoors Professional Services Specialist[1%], Client Services Manager[0%], Client Project Team[1%]
27	Completion of Implementation Guide	0 days	0 days	74SS,75SS	Client PR:[22%], ActiveOutdoors Professional Services Specialist[18%]
28	Review of Implementation Guide / Confirmation	0 days	0 days	27	ActiveOutdoors Professional Services Specialist[20%]
29	Sign-Off - Implementation Guide	0 days	0 days	28	Client PR:[25%]
30	Park & Site Data Collection Forms	0 days	0 days		

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ID	Task Name	Duration	Work	Predecessors	Resource Names
31	Identify Requirements for new data collection information	0 days	0 days	20SS.26	ActiveOutdoors Professional Services Specialist[13%].Client PM[13%]
32	Review of Park & Site Data Collection Forms	0 days	0 days	20SS.31SS	ActiveOutdoors Professional Services Specialist[8%].Client Project Team[8%].Client Services Manager[8%]
33	Distribution of Data Collection Forms	0 days	0 days	32	ActiveOutdoors Professional Services Specialist[5%].Client PM
34	Completion of Data Collection Forms	0 days	0 days	33SS	Client Field Staff[63%]
35	Park Maps	0 days	0 days		
36	Review Existing Maps Available	0 days	0 days	12SS	ActiveOutdoors Inventory Team[10%].ActiveOutdoors Professional Services Specialist[10%]
37	Estimate Map Creation Work	0 days	0 days	36	ActiveOutdoors Inventory Team[20%]
38	Provide Maps to ActiveOutdoors (if required)	0 days	0 days	36SS	Client PM[10%].Client Project Team[10%]
39	Financial Management & Setup	0 days	0 days		
40	Review Trust/Bank Account Requirements	0 days	0 days	26SS	ActiveOutdoors Professional Services Specialist[18%].ActiveOutdoors Business Analyst[19%].Client PM.[18%].ActiveOutdoors Finance Team
41	Review Financial Reporting Requirements	0 days	0 days	26SS	ActiveOutdoors Professional Services Specialist[7%].ActiveOutdoors Business Analyst[3%].Client PM[5%].ActiveOutdoors Finance Team
42	Review / Confirm Credit Card Processing Requirements	0 days	0 days	26SS	ActiveOutdoors Professional Services Specialist.ActiveOutdoors Business Analyst[2%].Client PM[2%].ActiveOutdoors Finance Team
43	Hardware / Software Requirements Review	0 days	0 days	12SS	ActiveOutdoors Professional Services Specialist[3%].Client Project Team[3%]
44	Telecommunication Requirements Review	0 days	0 days	12SS	ActiveOutdoors Professional Services Specialist[3%].Client Project Team[3%]
45	Identification of Development Requirements	0 days	0 days	7.8	ActiveOutdoors Professional Services Specialist[5%].Client Project Team[5%]
46	Identify Reservation Cutoff Period at all Parks (System Freeze)	0 days	0 days	14SS	ActiveOutdoors Professional Services Specialist[2%].Client PM[1%].Client Services Manager[2%]
47	Implementation Activities	0 days	11.75 days		
48	Client Hardware Requirements	0 days	0 days		
49	Review Hardware Requirements	0 days	0 days	43SS	ActiveOutdoors Professional Services Specialist[17%].Client PM[17%]
50	Coordination of Purchasing / Delivery / Installation of Equipment	0 days	0 days	49FS+30 days	ActiveOutdoors Professional Services Specialist[13%].Client PM.Client Services Manager
51	Testing of existing hardware - if applicable	0 days	0 days	43	Client Field Staff.Client PM
52	Client Software Requirements	0 days	0 days		
53	Review Software Requirements (O/S, Drivers etc)	0 days	0 days	43	ActiveOutdoors Professional Services Specialist[17%].Client PM[17%]
54	Coordination of Purchasing / Delivery / Installation of Software	0 days	0 days	53FS+30 days	ActiveOutdoors Professional Services Specialist[13%].Client PM.Client Services Manager
55	Client Communications Setup	0 days	0 days		
56	Review Telecommunication Requirements	0 days	0 days		

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ID	Task Name	Duration	Work	Predecessors	Resource Names
57	Identification of User Setup Requirements	0 days	0 days	44	ActiveOutdoors Network Admin[13%].Client PM1.Client Services Manager
58	Identification of ISP/Satellite Setup Requirements	0 days	0 days	44	ActiveOutdoors Network Admin[13%].Client PM1.Client Services Manager
59	Coordination of Telecommunication Services	0 days	0 days		
60	User Setup	0 days	0 days	57	ActiveOutdoors Network Admin[13%].Client PM1
61	ISP/Satellite Setup	0 days	0 days	58	Client Support[5%].ISP[5%].ActiveOutdoors Network Admin
62	Database & Access Requirements	0 days	0 days		
63	Database Setup	0 days	0 days		
64	Database Setup	0 days	0 days		
65	Creation of Preproduction Environment Database for Implem	0 days	0 days	12SS,23	ActiveOutdoors Data Architect[19%]
66	Copy of Preproduction Environment Database for Internal Tr	0 days	0 days	143SS	ActiveOutdoors Data Architect[19%]
67	Copy of Preproduction Environment Database for Developm	0 days	0 days	143SS	ActiveOutdoors Data Architect[19%]
68	Copy of Preproduction Environment Database for System Tr	0 days	0 days	278FS-10 d	ActiveOutdoors Data Architect[19%]
69	Copy of Preproduction Environment Database for Training E	0 days	0 days	146, 162	ActiveOutdoors Data Architect[19%]
70	Copy of Preproduction Environment Database for Production	0 days	0 days	146, 162, 40C	ActiveOutdoors Data Architect[19%]
71	Identification of Access Requirements	0 days	0 days		
72	ORMS	0 days	0 days		
73	State Management / Finance Staff	0 days	0 days		
74	Financial Manager	0 days	0 days	26SS+12 days	ActiveOutdoors Professional Services Specialist[0%].Client PM.[5%]
75	Admin Manager	0 days	0 days	26SS+12 days	ActiveOutdoors Professional Services Specialist[0%].Client PM.[5%]
76	Resource Manager (access to Admin. Financial. Reports)	0 days	0 days	26SS+12 days	ActiveOutdoors Professional Services Specialist[0%].Client PM.[5%]
77	Field Manager	0 days	0 days	26SS+12 days	ActiveOutdoors Professional Services Specialist[2%].Client PM.[3%]
78	Operations Manager	0 days	0 days	26SS+12 days	ActiveOutdoors Professional Services Specialist[3%].Client PM.[3%]
79	Inventory Manager	0 days	0 days	26SS+12 days	ActiveOutdoors Professional Services Specialist[3%].Client PM.[3%]
80	State Field Staff (Camping Locations)	0 days	0 days		
81	Field Manager	0 days	0 days	26SS+11 days	ActiveOutdoors Professional Services Specialist[3%].Client PM.[13%]
82	Resource Manager (access to Admin. Financial. Reports)	0 days	0 days	26SS+11 days	ActiveOutdoors Professional Services Specialist[0%].Client PM.[5%]
83	Store Manager	0 days	0 days	26SS+11 days	ActiveOutdoors Professional Services Specialist[0%].Client PM.[5%]
84	Call Center Staff	0 days	0 days		
85	Operations Manager	0 days	0 days	26SS+11 days	ActiveOutdoors Call Center Manager.ActiveOutdoors Customer Service Manager.ActiveOutdoors Professional Services Specialist
86	Call Manager	0 days	0 days	26SS+11 days	ActiveOutdoors Professional Services Specialist.ActiveOutdoors Call Center Manager.ActiveOutdoors Customer Service Manager

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ID	Task Name	Duration	Work	Predecessors	Resource Names
87	Client Support	0 days	0 days	26SS+11 days	ActiveOutdoors Inventory Team,ActiveOutdoors Professional Services Specialist,Client Support
88	new locations scripted (including w@h)	0 days	0 days	26SS+11 da	ActiveOutdoors Data Architect
89	role modifications - if required	0 days	0 days	26SS+11 da	ActiveOutdoors Professional Services Specialist
90	Data Collection & Setup	0 days	0 days		
91	System Wide Business Requirements / Setup	0 days	0 days		
92	System-Wide Data Review (within Implementation Guide)	0 days	0 days		
93	Business Rules	0 days	0 days	29SS	ActiveOutdoors Professional Services Specialist[10%]
94	Park / Campground / Site Data Codes / Requirements	0 days	0 days	29SS	ActiveOutdoors Professional Services Specialist[3%]
95	Customer Codes / Requirements	0 days	0 days	29SS	ActiveOutdoors Professional Services Specialist[10%]
96	Security Codes / Requirements	0 days	0 days	29SS	ActiveOutdoors Professional Services Specialist[10%]
97	Reporting Codes / Requirements	0 days	0 days	29SS	ActiveOutdoors Professional Services Specialist[10%]
98	Financial Codes / Requirements / Analysis	0 days	0 days		
99	Chart of Accounts	0 days	0 days	29SS	ActiveOutdoors Professional Services Specialist[10%]
100	Posting Processes	0 days	0 days	29SS	ActiveOutdoors Professional Services Specialist[10%]
101	Credit Card setup (payment processor)	0 days	0 days	29SS	
102	Confirm Access to Credit Card Processor for Reconciliatio	0 days	0 days	42,101	ActiveOutdoors Professional Services Specialist[40%]
103	Distribution Data	0 days	0 days	29SS	ActiveOutdoors Professional Services Specialist[10%]
104	Fee Schedules	0 days	0 days	29SS	ActiveOutdoors Professional Services Specialist[10%],ActiveOutdoors Inventory Team
105	Reporting Data / Requirements / Analysis	0 days	0 days		
106	Reports Requirements Confirmed	0 days	0 days	22,28SS,41	ActiveOutdoors Professional Services Specialist[10%],Client PM,Client Services Manager
107	Report Schedule Requirements Confirmed	0 days	0 days	106SS	ActiveOutdoors Professional Services Specialist[10%],Client PM
108	Confirmation Letter Requirements Identified	0 days	0 days	28SS	ActiveOutdoors Professional Services Specialist[10%],Client PM
109	Data Conversion / Entry	0 days	0 days		
110	Milestones	0 days	0 days		
111	Complete Conversion / Data Entry	0 days	0 days	162	
112	Complete Map Creation and Site Placement	0 days	0 days	162,146	
113	Data Conversion / Entry Activities	0 days	0 days		
114	Data Migration / Entry	0 days	0 days		
115	Park and Site Information	0 days	0 days		
116	Locations and Sites	0 days	0 days		
117	Analysis of Locations, Sites and Attributes	0 days	0 days	23	ActiveOutdoors Inventory Team,ActiveOutdoors Professional Services Specialist
118	Create Location Hierarchy	0 days	0 days	117	ActiveOutdoors Data Architect
119	Migrate Location Information	0 days	0 days	118	ActiveOutdoors Data Architect
120	Review and verify data	0 days	0 days	119	ActiveOutdoors Professional Services Specialist[50%],ActiveOutdoors Inventory Team
121	Analysis of Site Attributes	0 days	0 days	34	ActiveOutdoors Professional Services Specialist
122	Migrate Site Attributes	0 days	0 days	121	ActiveOutdoors Data Architect
123	Review and verify data	0 days	0 days	122	ActiveOutdoors Professional Services Specialist[50%],ActiveOutdoors Inventory Team

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ID	Task Name	Duration	Work	Predecessors	Resource Names
124	Analysis Park Notes and Alerts	0 days	0 days	34	ActiveOutdoors Data Architect
125	Park Notes and alerts	0 days	0 days	124	ActiveOutdoors Data Architect[50%]
125	Review and verify data	0 days	0 days	125	ActiveOutdoors Professional Services Specialist[50%].ActiveOutdoors Inventory Team
127	Site notes and alerts	0 days	0 days		
128	Analysis Site Notes and Alerts	0 days	0 days	34	ActiveOutdoors Professional Services Specialist
129	Migrate site notes and alerts	0 days	0 days	128	ActiveOutdoors Data Architect
130	Review and Verify Data	0 days	0 days	129	ActiveOutdoors Inventory Team.ActiveOutdoors Professional Services Specialist[50%]
131	Park Services, Amenities and Events	0 days	0 days		
132	Analysis Park services, amenities and events	0 days	0 days	34	ActiveOutdoors Professional Services Specialist
133	Migrate park services, amenities and events	0 days	0 days	132	ActiveOutdoors Data Architect
134	Review and Verify Data	0 days	0 days	133	ActiveOutdoors Inventory Team.ActiveOutdoors Professional Services Specialist[50%]
135	Seasons and Closures	0 days	0 days		
136	Analysis of Seasons and Closures	0 days	0 days	34	ActiveOutdoors Professional Services Specialist
137	Migrate Seasons and Closures	0 days	0 days	136	ActiveOutdoors Data Architect
138	Review and Verify Data	0 days	0 days	137	ActiveOutdoors Inventory Team.ActiveOutdoors Professional Services Specialist[50%]
139	Entry of Park & Site Data Collection Forms	0 days	0 days		
140	Data Entry	0 days	0 days	34FS+2 day	ActiveOutdoors Inventory Team
141	Review & Verify Data	0 days	0 days	140SS	ActiveOutdoors Inventory Team.ActiveOutdoors Professional Services Specialist[50%]
142	Verification of Park & Site Data	0 days	0 days		
143	Generate Park Profile Reports	0 days	0 days	139	ActiveOutdoors Inventory Team
144	Data Review	0 days	0 days	143SS	Client Field Staff.Client Project Team
145	Modifications	0 days	0 days	144SS	ActiveOutdoors Inventory Team
146	Sign-Off - Park & Site Data	0 days	0 days	145	Client Field Staff.Client PM
147	Copy of Preproduction Database for QA and Dev	0 days	0 days	146	ActiveOutdoors QA[50%].ActiveOutdoors Data Architect
148	QA Verification of data	0 days	0 days		
149	Functionality testing, Fees, Business Rules	0 days	0 days	147FS+2 da	ActiveOutdoors QA
150	Sample Reservation Testing	0 days	0 days	149	ActiveOutdoors QA
151	Sample Reservation Import	0 days	0 days		
152	Initial Import	0 days	0 days	147FS+2 da	ActiveOutdoors Data Architect
153	QA Testing Cycle 1	0 days	0 days	152FS+3 da	ActiveOutdoors QA
154	Second Import w/fixes	0 days	0 days	153	ActiveOutdoors Data Architect
155	QA Testing Cycle 2	0 days	0 days	154	ActiveOutdoors QA
156	Park Maps	0 days	0 days		
157	Map Creation	0 days	0 days	37,38	ActiveOutdoors Inventory Team[50%]
158	Map Site Placement	0 days	0 days	120,157SS	ActiveOutdoors Inventory Team[313%]
159	Verification of Map Data	0 days	0 days		
160	Map Review - Background Maps and Sites	0 days	0 days	144SS-12 d.	Client Field Staff[23%]
161	Modifications - Background Maps and Sites	0 days	0 days	160SS	ActiveOutdoors Inventory Team
162	Sign-Off - Maps	0 days	0 days	161	Client Field Staff
163	Data Entry	0 days	0 days		
164	Business Rule Entry	0 days	0 days		

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ID	Task Name	Duration	Work	Predecessors	Resource Names
165	Enter Business Rules	0 days	0 days	93	ActiveOutdoors Professional Services Specialist[38%]
166	Confirm Business Rules	0 days	0 days	165	ActiveOutdoors Professional Services Specialist
167	Financial Data Entry	0 days	0 days		
168	Chart of Accounts	0 days	0 days	99	ActiveOutdoors Professional Services Specialist
169	Distribution Data	0 days	0 days	103	ActiveOutdoors Professional Services Specialist
170	Fee Schedules Spreadsheet	0 days	0 days	104	ActiveOutdoors Professional Services Specialist[21%]. ActiveOutdoors Inventory Team[21%]
171	Fee Schedules Import	0 days	0 days	168, 170	ActiveOutdoors Professional Services Specialist[21%]. ActiveOutdoors Professional Services Specialist[21%]
172	Verification of Data	0 days	0 days		
173	Data Review	0 days	0 days	169, 171	ActiveOutdoors Professional Services Specialist[26%]
174	Sign-Off - Financial Data Entry	0 days	0 days	173	ActiveOutdoors Professional Services Specialist[25%]. Client Financial Staff
175	Reporting Data	0 days	0 days		
176	Park Report Schedule Data Setup	0 days	0 days	97, 107, 400	ActiveOutdoors Professional Services Specialist[17%]
177	Report Verification	0 days	0 days		
178	All Reports Confirmed	0 days	0 days	70, 176, 182	Client Field Staff. ActiveOutdoors Professional Services Specialist[13%]
179	Report Schedule Confirmed	0 days	0 days	178, SS, 400	ActiveOutdoors Professional Services Specialist[13%]. Client Field Staff
180	Call Center Reporting Setup	0 days	0 days		
181	Call Center Transaction Report Data Setup	0 days	0 days	400	FS-7 day ActiveOutdoors Product Support[5%]
182	Setup Declined Credit Card report	0 days	0 days	400	SS-4 day ActiveOutdoors Product Support[5%]
183	No Pay reports	0 days	0 days	182	ActiveOutdoors Product Support[5%]
184	Create CRON jobs for reports	0 days	0 days	183	ActiveOutdoors Product Support[25%]. ActiveOutdoors Tech Ops
185	WWW Implementation	0 days	0 days		
186	Copy database to DEV environment	0 days	0 days	67	ActiveOutdoors Data Architect
187	Provide Private Label URL	0 days	0 days	29	ActiveOutdoors Professional Services Specialist
188	Style Sheet for Private Label ONLY (Look and Feel)	0 days	0 days	29	ActiveOutdoors Professional Services Specialist. Client PM
189	Marketing content (Spotlights, images, text) Private Label Homepage ONLY	0 days	0 days	29	ActiveOutdoors Professional Services Specialist. Client PM. Marketing Manager
190	Provide completed Web Checklist	0 days	0 days	29	ActiveOutdoors Professional Services Specialist
191	Aliases created for UAT Private Label ONLY	0 days	0 days	29	ActiveOutdoors Web Team
192	Aliases created for QA Private Label ONLY	0 days	0 days	29	ActiveOutdoors Web Team
193	Park Details	0 days	0 days		
194	Longitude/Latitude Entry	0 days	0 days		
195	Confirm Lat & Long In ORMS DB	0 days	0 days	120, 141	ActiveOutdoors Professional Services Specialist. ActiveOutdoors Inventory Team
196	Maps	0 days	0 days		
197	Silverlight Parks maps to be provided to Web Team	0 days	0 days	186	ActiveOutdoors Inventory Team
198	Convert Park Maps with Image Maps - Rasterizer process	0 days	0 days	162	ActiveOutdoors Inventory Team. ActiveOutdoors Web Team
199	Static Page Setup	0 days	0 days		
200	Contact Us Page	0 days	0 days	29	ActiveOutdoors Web Team

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ID	Task Name	Duration	Work	Predecessors	Resource Names
201	Our Partners Page	0 days	0 days	200SS	ActiveOutdoors Web Team
202	Campground Directory (Image and Text)	0 days	0 days	200SS	ActiveOutdoors Web Team
203	Payment Methods - icons for available card type	0 days	0 days	200SS	ActiveOutdoors Web Team[3%]
204	Copy Pages to Live	0 days	0 days	400FS-2 day	ActiveOutdoors Web Team[25%]
205	Deploy into QA	0 days	0 days	143SS.200.;	ActiveOutdoors Web Team[25%]
206	Create and deploy web build	0 days	0 days	205FS-3 day	ActiveOutdoors Web Team[25%]
207	Create and deploy marketing content	0 days	0 days	205FS-3 day	ActiveOutdoors Web Team[25%]
208	QA testing	0 days	0 days	205	ActiveOutdoors QA
209	Deploy into UAT	0 days	0 days	143SS.200.;	ActiveOutdoors Web Team[25%]
210	Create and deploy web build	0 days	0 days	209FS-3 day	ActiveOutdoors Web Team[25%]
211	Create and deploy marketing content	0 days	0 days	209FS-3 day	ActiveOutdoors Web Team[25%]
212	Live Setup	0 days	0 days		
213	Location Photos (Photos on the Web)	0 days	0 days	70	ActiveOutdoors Inventory Team[10%]
214	Create and deploy web build	0 days	0 days	70FS-5 days	ActiveOutdoors Web Team.ActiveOutdoors Tech Ops
215	Create and deploy marketing content	0 days	0 days	70FS-5 days	ActiveOutdoors Web Team.ActiveOutdoors Tech Ops
216	Turn on functionality for go-live	0 days	0 days	401	ActiveOutdoors Web Team.ActiveOutdoors Tech Ops
217	Setup Site Certificate - Private Label	0 days	0 days	70FS-5 days	ActiveOutdoors Web Team[13%].ActiveOutdoors Tech Ops[13%]
218	Deploy Site Certificate - Private Label	0 days	0 days	217.40IFS-	ActiveOutdoors Web Team[13%].ActiveOutdoors Tech Ops[13%]
219	Call Center / Help Desk Activities	0 days	0 days		
220	Telecommunications	0 days	0 days		
221	Reservations	0 days	0 days		
222	Toll Free Number - Selection	0 days	0 days	270SS	ActiveOutdoors Telco Team
223	Toll Free Numbers - Installation (if Necessary)	0 days	0 days	222	ActiveOutdoors Telco Team
224	Toll Free Number - Voice Message	0 days	0 days	223	ActiveOutdoors Telco Team
225	TDD Number	0 days	0 days		
226	TDD Number - Selection	0 days	0 days	270SS	ActiveOutdoors Telco Team
227	TDD Number - Installation (if Necessary)	0 days	0 days	226	ActiveOutdoors Telco Team
228	TDD Number Additional	0 days	0 days	227	ActiveOutdoors Telco Team
229	Customer Service Desk	0 days	0 days		
230	Number Selection	0 days	0 days	270SS	ActiveOutdoors Telco Team
231	Number Installation (if Necessary)	0 days	0 days	230	ActiveOutdoors Telco Team
232	Number - Voice Message	0 days	0 days	213	ActiveOutdoors Telco Team
233	Help Desk / Inventory	0 days	0 days		
234	Toll Free Numbers - Selection	0 days	0 days	270SS	ActiveOutdoors Telco Team
235	Toll Free Numbers - Installation (if Necessary)	0 days	0 days	234	ActiveOutdoors Telco Team
236	Toll Free Number - Voice Message	0 days	0 days	235	ActiveOutdoors Telco Team
237	Sign-off - Number Selection/Setup	0 days	0 days	223.224.227	ActiveOutdoors Inventory Team.ActiveOutdoors Help Desk Staff.ActiveOutdoors Call Center Manager.ActiveOutdoors Professional Services Specialist.ActiveOutdoors Customer Service Manager.ActiveOutdoors Telco Team
238	Business Requirements	0 days	0 days		
239	Call Center Procedures	0 days	0 days		
240	Provide Business Rules and Policy information	0 days	0 days	29	ActiveOutdoors Professional Services Specialist

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ID	Task Name	Duration	Work	Predecessors	Resource Names
241	Reservation Policy Worksheet	0 days	0 days	240	ActiveOutdoors Call Center Manager[44%]
242	Agent Script	0 days	0 days	241	ActiveOutdoors Call Center Manager[48%]
243	Client Review/Signoff	0 days	0 days	242	ActiveOutdoors Call Center Manager[8%]
244	Procedural Requirements	0 days	0 days		
245	Support Escalation Procedures	0 days	0 days		
246	Create Procedures	0 days	0 days	241FS-15 d;	ActiveOutdoors Professional Services Specialist
247	Review Procedures	0 days	0 days	246	ActiveOutdoors Inventory Team.ActiveOutdoors Help Desk Staff
248	Finalize Procedures	0 days	0 days	247	ActiveOutdoors Professional Services Specialist
249	Provide to Client	0 days	0 days	248	ActiveOutdoors Professional Services Specialist
250	Customer Service Procedures	0 days	0 days		
251	Create Procedures	0 days	0 days	241FS-15 d;	ActiveOutdoors Professional Services Specialist
252	Refund/Financial Procedures	0 days	0 days	251SS	Client PM[60%].ActiveOutdoors Professional Services Specialist
253	Define Closure Procedures	0 days	0 days	252	ActiveOutdoors Inventory Team.ActiveOutdoors Professional Services Specialist.Client PM
254	Review Procedures	0 days	0 days	251,253	ActiveOutdoors Call Center Manager[30%]
255	Finalize Procedures	0 days	0 days	254	ActiveOutdoors Professional Services Specialist
256	Provide to Client	0 days	0 days	255	ActiveOutdoors Professional Services Specialist
257	Email Confirmation Letter Setup	0 days	0 days		
258	Obtaining Agency Logo	0 days	0 days	29	ActiveOutdoors Professional Services Specialist
259	Resizing Logo for email confirmation letter	0 days	0 days	258	ActiveOutdoors Professional Services Specialist
260	Gather Confirmation Letter Policy Information	0 days	0 days	258	ActiveOutdoors Professional Services Specialist
261	Open case with Product Support for email confirmation let	0 days	0 days	259,260	ActiveOutdoors Professional Services Specialist
262	Printed Confirmation Letter	0 days	0 days		
263	Provide logo and policy text to Fulfillment Team for Printed	0 days	0 days	258,260	ActiveOutdoors Professional Services Specialist
264	Create mock up for printed confirmation letter	0 days	0 days	263	ActiveOutdoors Customer Service Manager
265	Send to Client for approval	0 days	0 days	264	ActiveOutdoors Professional Services Specialist.Client Services Manager
266	Make Changes if required	0 days	0 days	265	ActiveOutdoors Customer Service Manager
267	Sign Off	0 days	0 days	266	ActiveOutdoors Professional Services Specialist.Client PM.Client Services Manager
268	Transition Plan	0 days	0 days		
269	Transition Plan Meeting	0 days	0 days		
270	Review of Applications	0 days	0 days	12SF+35 da	ActiveOutdoors Professional Services Specialist
271	Identify Interim Operating Procedures	0 days	0 days	270SS	Client Support[18%].ActiveOutdoors Professional Services Specialist[8%].Client PM[8%]
272	Development of Training Plan / Activities	0 days	0 days	270SS	Client PM[6%].ActiveOutdoors Professional Services Specialist[20%].ActiveOutdoors Customer Service
273	Identification of Transition Plan - Call Center	0 days	0 days	270SS	ActiveOutdoors Professional Services Specialist[17%].ActiveOutdoors Inventory Team.Client Field Staff.Client Financial
274	Identification of Transition Plan - Field Locations	0 days	0 days	270SS	ActiveOutdoors Help Desk Staff.ActiveOutdoors Professional Services Specialist[17%].ActiveOutdoors Inventory Team.Client Field Staff.Client Financial
275	Identification of Transition Plan - Management & Finance Dept.	0 days	0 days	270SS	ActiveOutdoors Finance Team.ActiveOutdoors Professional Services Specialist[17%].Client Financial
276	Finalize Transition Plan	0 days	0 days	270,271,272	ActiveOutdoors Professional Services Specialist.Client PM
277	UAT / System Review / Reporting of Issues	0 days	0 days		

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ID	Task Name	Duration	Work	Predecessors	Resource Names
278	Provide Access to Testing Environment for System Review	0 days	0 days	146SS+5 da	ActiveOutdoors Professional Services Specialist[12%]
279	Training	0 days	0 days	278	Client Services Manager[20%], Client PM, ActiveOutdoors Professional Services Specialist, Client Project Team
280	Reports	0 days	0 days	279SS	Client PM, ActiveOutdoors Professional Services Specialist, Client Services Manager[20%], Client Project
281	Applications	0 days	0 days	279SS	Client Services Manager[20%], Client PM, ActiveOutdoors Professional Services Specialist, Client Project Team
282	Procedures	0 days	0 days	279SS	Client PM, Client Services Manager[20%], ActiveOutdoors Professional Services Specialist, Client Project Team
283	Web System Review	0 days	0 days		
284	Review Period	0 days	0 days	158,280SS	Client Services Manager[20%], Client PM, ActiveOutdoors P
285	Data / Setup Modifications (if necessary)	0 days	0 days	279SS,280S	ActiveOutdoors Inventory Team, ActiveOutdoors Professional Services Specialist[45%], ActiveOutdoors
286	Final Review	0 days	0 days	285	ActiveOutdoors Professional Services Specialist[50%], Client Services Manager[50%], Client
287	Sign-Off - System Review	0 days	0 days	286	Client PM, Client Project Team
288	Training Plan	0 days	0 days		
289	Internal Active-Outdoors Staff Training	0 days	0 days		
290	Provide expected call volume to Workforce Management	0 days	0 days	29	ActiveOutdoors Professional Services Specialist, Client PM
291	Develop training materials	0 days	0 days	243	ActiveOutdoors Call Center Training Manager, ActiveOutdoors Professional Services Specialist
292	Review training materials	0 days	0 days	291	ActiveOutdoors Call Center Training Manager, ActiveOutdoors Professional Services Specialist
293	Train Supervisors/Team Leaders	0 days	0 days	292	ActiveOutdoors Call Center Training Manager, ActiveOutdoors Professional Services Specialist
294	Identify Qualified Agents	0 days	0 days	292	ActiveOutdoors Call Center Manager, ActiveOutdoors Call Center Training Manager, ActiveOutdoors Customer Service Manager
295	Schedule training sessions with workforce management	0 days	0 days	293,294	ActiveOutdoors Call Center Training Manager
296	Create training logins	0 days	0 days	295	ActiveOutdoors Call Center Training Manager
297	Call Center Agent Training	0 days	0 days	296	ActiveOutdoors Call Center Training Manager
298	Customer Service Agent Training	0 days	0 days	296	ActiveOutdoors Call Center Training Manager
299	Help Desk Representatives	0 days	0 days	359FS-7 days	ActiveOutdoors Help Desk Staff, ActiveOutdoors Professional Services Specialist[13%], ActiveOutdoors
300	Management & Finance Staff Training	0 days	0 days		
301	Identification of Training Requirements (# of Sessions)	0 days	0 days	20SS	ActiveOutdoors Professional Services Specialist[1%], Client PM, Client Services Manager
302	Identification of Training Sessions & Locations (Web Based & On-Site)	0 days	0 days	301	ActiveOutdoors Professional Services Specialist[1%], Client PM, Client Services Manager
303	Development of Training Materials	0 days	0 days	302	ActiveOutdoors Professional Services Specialist[50%]
304	Review of Training Materials	0 days	0 days	303	ActiveOutdoors Professional Services Specialist[25%], Client PM, [25%]

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ID	Task Name	Duration	Work	Predecessors	Resource Names
305	Training of Management & Finance Staff	0 days	0 days	400FS-3 days	Client Financial Staff[20%],ActiveOutdoors Professional Services Specialist
306	Follow up training session with Production Data	0 days	0 days	305FS+3 days	Client Financial Staff[20%],ActiveOutdoors Professional Services Specialist
307	Camping Location Training (Field Manager)	0 days	0 days		
308	Daily Facility Management (DFM) Report Training	0 days	0 days		
309	Identification of Training Requirements (# of Sessions)	0 days	0 days	20SS+20 days	Client P.M.ActiveOutdoors Professional Services Specialist[1%],Client Services Manager
310	Identification of Training Sessions (Web Based)	0 days	0 days	309	Client P.M.ActiveOutdoors Professional Services Specialist[1%],Client Services Manager
311	Review of Training Materials	0 days	0 days	310	ActiveOutdoors Professional Services Specialist[25%],Client P.M.[25%]
312	Daily Facility Management Report Training - All Parks	0 days	0 days	311FS+24 d	ActiveOutdoors Professional Services Specialist[10%]
313	Field Manager Training	0 days	0 days		
314	Identification of Training Requirements (# of Sessions)	0 days	0 days	20SS	Client P.M.ActiveOutdoors Professional Services Specialist[1%],Client Services Manager
315	Identification of Training Sessions & Locations (Web Based & On-Site)	0 days	0 days	314	Client P.M.ActiveOutdoors Professional Services Specialist[1%],Client Services Manager
316	Development of Training Materials	0 days	0 days	287SS.315	ActiveOutdoors Professional Services Specialist
317	Review of Training Materials	0 days	0 days	316	ActiveOutdoors Professional Services Specialist[25%],Client P.M.[25%]
318	Training of Field Locations - Dates TBD	0 days	0 days	317	ActiveOutdoors Professional Services Specialist
319	System Freeze	0 days	0 days		
320	System Freeze Period	0 days	0 days	400SS-11 days	
321	System Cutoff	0 days	0 days		
322	Reservation Cutoff	0 days	0 days	320SS	
323	Payment collection Cutoff	0 days	0 days	320SS	
324	Cancellation Cutoff	0 days	0 days	320SS	
325	Refund Process Cutoff	0 days	0 days	320SS	
326	Inventory Cutoff	0 days	0 days	320SS	
327	System Freeze Tasks	0 days	0 days		
328	Customer Service Tasks	0 days	0 days		
329	Process Outstanding Refunds	0 days	0 days	320SS-3 da	ActiveOutdoors Customer Service Manager
330	Collect Pending Payments	0 days	0 days	320SS-8 da	ActiveOutdoors Customer Service Manager
331	Declined Credit Card Payments	0 days	0 days	320SS-3 da	ActiveOutdoors Customer Service Manager
332	Determine Queue Messaging - if required	0 days	0 days	320SS-25 days	ActiveOutdoors Customer Service Manager,ActiveOutdoors Professional Services Specialist,Client P.M.
333	Updating Queue Messaging- if required	0 days	0 days	332FS+24 d	ActiveOutdoors Customer Service Manager
334	Call Center Tasks	0 days	0 days		
335	Determine Queue Messaging	0 days	0 days	320SS-25 days	ActiveOutdoors Call Center Manager,ActiveOutdoors Professional Services Specialist,Client P.M.
336	Updating Queue Messaging	0 days	0 days	332FS+24 d	ActiveOutdoors Call Center Manager
337	Notify Call Agents and Support Staff	0 days	0 days	320SS-5 da	ActiveOutdoors Call Center Manager
338	Scripting Changes - if required	0 days	0 days	320SS	ActiveOutdoors Call Center Manager
339	Finance Tasks	0 days	0 days		

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ID	Task Name	Duration	Work	Predecessors	Resource Names
340	Invoice Processing	0 days	0 days	320SS-3 day	ActiveOutdoors Finance Team
341	Confirm Credit Card batches are closed	0 days	0 days	320SS	ActiveOutdoors Finance Team
342	Tech Ops	0 days	0 days		
343	Modify existing user access to Read Only	0 days	0 days	320SS	ActiveOutdoors Tech Ops
344	Ensure AWO database access for Product Support and HDI	0 days	0 days	320SS+7 da	ActiveOutdoors Tech Ops
345	Web	0 days	0 days		
346	Update Website Text	0 days	0 days	320SS	ActiveOutdoors Web Team
347	Redirect Links	0 days	0 days	320SS	ActiveOutdoors Web Team
348	Inventory	0 days	0 days		
349	Update database with last minute changes	0 days	0 days	320SS+7 da	ActiveOutdoors Inventory Team
350	Deployment Plan	0 days	0 days		
351	Internal User Access	0 days	0 days	70SS	ActiveOutdoors Professional Services Specialist
352	Product Management	0 days	0 days	70SS	ActiveOutdoors Professional Services Specialist
353	Client Services	0 days	0 days	70SS	ActiveOutdoors Professional Services Specialist
354	Development	0 days	0 days	70SS	ActiveOutdoors Professional Services Specialist
355	Client Support	0 days	0 days	70SS	ActiveOutdoors Professional Services Specialist
356	Product Support	0 days	0 days	70SS	ActiveOutdoors Professional Services Specialist
357	Internal Procedures	0 days	0 days		
358	load Database (contract schema; customers; setup admin; web admin; imp admin users)	0 days	0 days	400FS-8 days	ActiveOutdoors Data Architect,ActiveOutdoors Tech Ops,ActiveOutdoors Web Team
359	credit card setup (payment processor)	0 days	0 days	400FS-8 day	ActiveOutdoors Data Architect
360	svg maps to ewebs	0 days	0 days	400FS-8 day	ActiveOutdoors Web Team
361	restart AWO	0 days	0 days	400FS-8 day	ActiveOutdoors Tech Ops
362	add contract to RA.com	0 days	0 days	400FS-8 day	ActiveOutdoors Web Team
363	deploy PLW, internal only (not taking reservations enabled)	0 days	0 days	400FS-8 day	ActiveOutdoors Tech Ops,ActiveOutdoors Web Team
364	sanity test contract on RA.com	0 days	0 days	400FS-8 days	ActiveOutdoors QA,ActiveOutdoors Tech Ops,ActiveOutdoors Web Team
365	sanity test PLW	0 days	0 days	400FS-8 days	ActiveOutdoors QA,ActiveOutdoors Tech Ops,ActiveOutdoors Web Team
366	setup QA user accounts	0 days	0 days	400FS-8 day	ActiveOutdoors QA
367	QA to work with systems to run Production sanity test	0 days	0 days	400FS-8 day	ActiveOutdoors QA,ActiveOutdoors Tech Ops
368	verify test transaction	0 days	0 days	400FS-7 day	ActiveOutdoors QA
369	void test transaction	0 days	0 days	400FS-7 day	ActiveOutdoors QA
370	PLW made public	0 days	0 days	400FS-7 day	ActiveOutdoors Tech Ops,ActiveOutdoors Web Team
371	verify test transaction in bank file	0 days	0 days	400FS-6 day	ActiveOutdoors Finance Team,ActiveOutdoors QA
372	verify reconciliation	0 days	0 days	400FS-6 day	ActiveOutdoors Finance Team
373	ensure access time rule is in place for go-live	0 days	0 days	400FS-3 day	ActiveOutdoors Professional Services Specialist
374	remove "not taking reservations" setting on RA.com and PLW	0 days	0 days	400FS-2 day	ActiveOutdoors Web Team
375	verify access time rule is working	0 days	0 days	400FS-2 days	ActiveOutdoors Professional Services Specialist,ActiveOutdoors Web Team
376	Agency Management & Finance Staff	0 days	0 days		
377	Coordinate Schedule for Management & Finance Department Representatives	0 days	0 days	12.400FS-2; days	ActiveOutdoors Professional Services Specialist,Client Financial Staff,Client PM
378	Coordinate Support Resources for Go-Live	0 days	0 days	379FS-15 d;	ActiveOutdoors Professional Services Specialist
379	Go-Live with Access to Applications (Resource Manager, Finance Manager, Reports, etc.)	0 days	0 days	305SS.377; day	

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ID	Task Name	Duration	Work	Predecessors	Resource Names
380	Call Center Go-Live (Call Manager)	0 days	0 days		
381	Provide Logins / Access for Go-Live	0 days	0 days	400FS-4 day	ActiveOutdoors Professional Services Specialist
382	Coordinate Support Resources for Go-Live	0 days	0 days	385FS-15 d	ActiveOutdoors Professional Services Specialist[40%]
383	System Check (Call Manager, Credit Card Process. Ops Manager, Reports)	0 days	0 days	385SS-3 days	ActiveOutdoors Professional Services Specialist[50%], ActiveOutdoors Call Center Manager, ActiveOutdoors Customer Service Manager, ActiveOutdoors QA
384	Product Support Access to Live DB	0 days	0 days	383SS	ActiveOutdoors Tech Ops
385	Call Center On-Line	0 days	0 days	400	
386	Monitoring Call Center	0 days	0 days	385SS	ActiveOutdoors Call Center Manager, ActiveOutdoors Customer Service Manager
387	Internet Go-Live	0 days	0 days		
388	www.reserveamerica.com & Private Label Live	0 days	0 days	204SS, 218S days	
389	Camping Locations	0 days	0 days		
390	Daily Facility Management Report	0 days	0 days		
391	DFM Reports Live (to All Locations)	0 days	0 days	402FS-1 day	
392	Camping Locations Go-Live (Field Manager)	0 days	0 days		
393	Provide Logins / Access for Go-Live	0 days	0 days	403SS-3 day	ActiveOutdoors Professional Services Specialist[5%]
394	Deploy Support Center Access	0 days	0 days	403SS-2 day	ActiveOutdoors Product Support
395	Coordinate Support Resources for Go-Live	0 days	0 days	397FS-10 d	ActiveOutdoors Professional Services Specialist
396	System Check (Field Manager, Resource Manager)	0 days	0 days	403SS-2 days	ActiveOutdoors Professional Services Specialist[50%], ActiveOutdoors Help Desk Staff, ActiveOutdoors Inventory Team, ActiveOutdoors QA, Client Services Manager
397	Field Locations On-Line	0 days	0 days	403FS-1 day	Client Field Staff
398	Monitoring Field Locations as they open	0 days	0 days	397SS	ActiveOutdoors Professional Services Specialist[7%], Client P.M., Client Services Manager
399	Go-Live Milestones	0 days	0 days		
400	Call Center Go-Live	0 days	0 days	3FF	
401	Internet Go-Live	0 days	0 days	400SS	
402	DFM Locations On-Line	0 days	0 days	400	
403	Field Locations On-Line	0 days	0 days	400SS	
404	Post Go Live Support	0 days	0 days	403SS	ActiveOutdoors Professional Services Specialist
405	Optional - Export to LAWSON	48 days	11.75 days		
406	Initial Requirements gathering	20 days	4 days		ActiveOutdoors Product Manager[4%], ActiveOutdoors Professional Services Specialist[4%], Client Financial Staff[4%], Client PM[4%], Client Services Manager[4%], Client Financial Staff, Client PM
407	Requirements sign off	0 days	0 days	406	
408	Internal requirements review	1 day	0.25 days	407	ActiveOutdoors Development Team[5%], ActiveOutdoors Product Manager[5%], ActiveOutdoors Professional Services Specialist[5%], ActiveOutdoors QA Manager[5%], Client Services Manager[5%]
409	Development of export file	20 days	5 days	408	ActiveOutdoors Development Team[25%]
410	Deploy Export file to QA	1 day	0.25 days	409	ActiveOutdoors Development Team[13%], ActiveOutdoors Tech Ops[13%]
411	QA Testing	5 days	2 days	410	ActiveOutdoors QA[40%]
412	Deploy Export file to LIVE	1 day	0.25 days	411	ActiveOutdoors Development Team[13%], ActiveOutdoors Tech Ops[13%]

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SOFTWARE LICENSE**

1. **LICENSE GRANT** - Vendor hereby grants to the State a limited, non-exclusive, non-transferable license to use the Services, Software and Documentation solely in accordance with Vendor's specifications and limitations as set forth in this Contract. The State hereby grants to Vendor 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 **Vendor** 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**
Vendor 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 Vendor 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 Vendor'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 Vendor. Title, right, and interest (including all ownership and intellectual property rights) in any other software provided by Vendor shall remain with the respective software publisher.

5. **VIRUSES**
Vendor 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, Vendor will use reasonable efforts to test the Software for viruses.

6. **AUDIT**
Upon forty-five (45) days written notice, Vendor may audit the State's use of the programs at Vendor's sole expense. The State agrees to cooperate with Vendor's audit and provide reasonable assistance and access to information. The State agrees that Vendor shall not be responsible for any of

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the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Vendor's audit rights are subject to applicable State and federal laws and regulations.

7. SOFTWARE NON-INFRINGEMENT

Vendor 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.

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, Vendor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Vendor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Vendor control of the defense and any settlement negotiations; and
- c. Gives Vendor 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 Vendor believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Vendor 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, Vendor 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 Vendor under the Contract for the affected Material and the remainder of the then-current term. Vendor will not indemnify the State if the State alters the Material without Vendor's consent or uses it outside the scope of use identified in Vendor'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. Vendor 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 Vendor. Vendor 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 Vendor without Vendor's consent.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
NH STATE PARKS RESERVATION SYSTEM
CONTRACT 2013-052-PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

1. WARRANTIES

1.1 Services

Vendor warrants that the System, when used in accordance with the requirements set forth in this Agreement, will materially operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

Vendor 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 material accordance with the Specifications and Terms of the Contract.

For any breach of the above Support and Maintenance warranty, the State's remedy, and Vendor's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if Vendor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the prorated portion of the fees paid to Vendor for the program license for that portion of the system that was not properly functioning and for the remaining portion of the then-current term 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 Vendor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover a pro-rated portion of the fees paid to Vendor for the Deficient services related to the remaining then-current term.

1.3 Non-Infringement

Vendor 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

Vendor warrants that it will use industry standard anti-virus software to cause 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

Vendor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
NH STATE PARKS RESERVATION SYSTEM
CONTRACT 2013-052-PART 3
EXHIBIT L
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 Vendor.

1. TRAINING SERVICES

Vendor 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, Vendor 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; and
- Inventory management and data management.

Train-the-Trainer

Two sessions with 2 day training class provided by an Vendor Training Specialist one in the north region and one in the south region with up to 10 participants p/session and includes the following:

- Participation in a hands-on environment;
- Use of Training Database Environment that replicates an existing Park to provide real-life context and preventing any test data from being written to the production database;
- Becoming expert in all applicable system functionality;
- Learning techniques to assist them in training other staff;
- Knowledge of trouble-shooting techniques.
- During Train the Trainer sessions, we provide trainees with complete training manuals, agendas and tools for their use as trainers, so they can confidently and expertly train other staff.
- Hands on activities to increase user confidence; direct participation results in effective use of the system to its fullest potential
- Benefits of AWO to both staff and customers
- An overview of the design, usage and ongoing care of the system
- Specific Field Manager training
 - Use of all system functionality applicable to their role
 - Use of maps, full and quick search, locating occupants, registering walk - ins and all other system functionality
 - Accessing reports, including Daily Arrivals, Departures and Occupants
 - Methods to trouble shoot and how to use Integrated Online Help Tools
- Dedicated toll-free numbers to use for Help Desk Support at any time.
- Report access, generation and distribution

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
NH STATE PARKS RESERVATION SYSTEM
CONTRACT 2013-052-PART 3
EXHIBIT L
TRAINING SERVICES**

- User Administration
- Financial Transaction Management – PIN Usage and Management
- Usage, operation and any required maintenance of hardware, software and communications associated with the system.

Park Staff can be trained by your staff who have completed our Train-the-Trainer Program and/or by Vendor staff (at your locations or via web-based live training sessions).

9:00 - 9:30	Introduction <ul style="list-style-type: none"> ▪ Overview of Training & Training Expectations ▪ Overview of the Outdoor Recreation Management Suite ▪ Field Manager Home Page ▪ Park Map Overview
9:30 - 10:00	Check-In Procedure
10:00 - 10:30	Walk-In Procedure
10:30 - 10:45	BREAK
10:45 - 11:30	Check Out
11:30 - 12:00	Hands on Practice (self-directed)
1:00 - 1:30	Questions and Review of Material Covered
1:30 - 2:00	Refund Management
2:00 - 2:30	<ul style="list-style-type: none"> ▪ Reservations and Customers ▪ Search for Reservations ▪ Reservation History - Invoice Search ▪ Customer Search - Create/Modify customer records
2:30 - 2:45	BREAK
2:45 - 3:30	<ul style="list-style-type: none"> ▪ General Field Activities ▪ Site Transfer/Change Dates - No Show ▪ Voids/Cancellations - Discounts ▪ Search for Availability
3:30 - 3:45	<ul style="list-style-type: none"> ▪ Offline Procedures ▪ No Internet access ▪ Check-in /Check-out/ Walk-In ▪ Upload of Data Collected Offline ▪ Power outage - Hand Written Tags/Permits
3:45 - 4:15	Season Opening Procedures
4:15 - 5:00	Hands on Practice (self-directed)

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
NH STATE PARKS RESERVATION SYSTEM
CONTRACT 2013-052-PART 3
EXHIBIT L
TRAINING SERVICES**

Agency Management Training

Management Staff will participate in one 2-day training session during the month of April to include:

- 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
 - 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.

Ongoing Training

To help support any new or seasonal staff and to assist with “refresher training”, Vendor will ensure maximum knowledge of the system. The options include:

- 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.
- New deployment training: In consultation with you, we determine any training required to effectively use any new features or reports. Our development cycles have been structured so we do not introduce new functionality during the peak camping season. This enables us to ensure all users can be fully trained prior to the busiest time of year. Each year as the Product Roadmap is finalized and the Development Plan confirmed; we work with you to determine how and when it is best to train your staff. For small changes or new reports, effective training may be conducted through web-based conference tools and comprehensive documentation. For larger scale changes we recommend personalized training sessions.
- Train-the-trainer sessions are provided to your selected staff
- Online (instructor-led) interactive web-based training utilizing WebEx™. Computer-based Training tutorials, enabling self-paced refresher training without a trainer.
- Full-time Web-based access to a “training environment” replicating the live system, available whenever needed.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
NH STATE PARKS RESERVATION SYSTEM
CONTRACT 2013-052-PART 3
EXHIBIT L
TRAINING SERVICES**

Working with you, we continuously ensure that user manuals and training documentation are current and appropriate. We update all user documentation and training materials to reflect new features, versions and business rule changes. In short, Vendor's training, documentation and help desk service ensure all users will be able to confidently use the reporting engine to maintain a clear perspective on operational and financial aspects of your park business. This level of service and experience, along with our existing understanding of your parks and operations, make our training program the best value choice for the new contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
NH STATE PARKS RESERVATION SYSTEM
CONTRACT 2013-052-PART 3
EXHIBIT M**

**NH DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
RFP 2013-052 (WITH ADDENDA) INCORPORATED**

NH DEPARTMENT OF RESOURCE AND ECONOMIC DEVELOPMENT RFP 2013-052, with all included addenda, are included by reference as binding Deliverables to this Contract.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
NH STATE PARKS RESERVATION SYSTEM
CONTRACT 2013-052-PART 3
EXHIBIT N
VENDOR PROPOSAL BY REFERENCE**

Vendor's Proposal to the Department of Resources and Economic Development RFP # 2013-052 dated February 15, 2013 is incorporated herein by reference.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
NH STATE PARKS RESERVATION SYSTEM
CONTRACT 2013-052- PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Attached are:

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

THE ACTIVE NETWORK, INC.

OFFICER'S CERTIFICATE

January 9, 2014

I, David Eisler, solely in my capacity as General Counsel of The Active Network, Inc., a Delaware corporation (the "Company"), do hereby certify that I am the duly appointed General Counsel of the Company and authorized to execute this Certificate on behalf of the Company. I do further certify, solely in my capacity as General Counsel of the Company that the following named individual is a duly elected or appointed, qualified and acting executive officer of the Company, who holds the position set forth opposite the individual's name below, and the specimen signature written opposite such individual's name is such individual's genuine signature. As such, the following named individual is authorized on behalf of the Company to enter into NH State Parks Reservation System 2013-052 Contract Agreement Part I, to be entered into between the Company and the State of New Hampshire Department of Resources and Economic Development.

Name	Position(s)	Signature
Gary Evans	Division Vice President	 _____

[Signature Page to Follow]

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

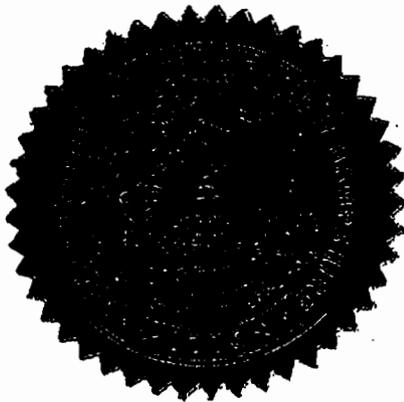
A handwritten signature in black ink, appearing to read 'David Eisler', written over a horizontal line.

David Eisler
General Counsel

State of New Hampshire
Department of State

CERTIFICATE

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



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

A handwritten signature in cursive script, appearing to read "Wm Gardner", written in dark ink.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Woodruff-Sawyer & Co. 2 Park Plaza, Suite 500 Irvine CA 92614	CONTACT NAME: Chantel Popadiuk	FAX (A/C/N. of): 949-476-3118	
	PHONE (A/C/N. of): 949-435-7361	E-MAIL ADDRESS: cpopadiuk@wsandco.com	
INSURED Active Network, Inc. 10182 Telesis Ct., Suite 300 San Diego CA 92121-4777	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B: Travelers Property Casualty Company		25674
	INSURER C: National Union Fire Ins Co Pittsbur		19445
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 1019095680 REVISION NUMBER:

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

FORM	TYPE OF INSURANCE	ADOL/BOBR/INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC		35877916	4/16/2013	4/16/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		73546885	4/16/2013	4/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEP RETENTION \$		79885288	4/16/2013	4/16/2014	EACH OCCURRENCE \$12,000,000 AGGREGATE \$12,000,000
B	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 <input type="checkbox"/> N/A	JB3881N74613	4/16/2013	4/16/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Errors & Omissions Retroactive Date: 07/10/03		019330471	4/16/2013	4/16/2014	Limit \$10,000,000 SIR \$100,000

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

CERTIFICATE HOLDER	CANCELLATION
Division of Parks and Recreation / NH Department of Resources and Economic Development 172 Pembroke Rd. P.O. Box 1856 Concord NH 03301-1856	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>Chantel Popadiuk</i>

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