State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF PARKS & RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-3556 Fax: 603-271-3553
TDD Access: Relay NH 1-800-735-2964
nhstateparks.org

116

July 23, 2024

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation (DPR), to enter into a contract with RA Outdoors, LLC, dba Aspira, (VC #164498) of Dallas, Texas in an amount not to exceed $2,684,293.16 for vendor supported/hosted application for the management of campground, day-use, and timed tour reservations, transactions, and inventory, as well as point of sale, season pass, donation, and e-commerce transactions, with the option to renew for an additional three-year period, effective upon Governor and Executive Council approval through December 31, 2029. Funding is 100% Agency Parks Funds

Funds are available in the following account for Fiscal Year 2025 and are anticipated to be available in Fiscal Years 2026, 2026, 2027, 2028, and 2029 upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-35-35-351510-37200000, Service Parks

State FY	Class- Account	Class Title	Amount
2025	103-502664	Contracts for Ops Services	$ 519,111.36
2026	103-502664	Contracts for Ops Services	$ 679,456.28
2027	103-502664	Contracts for Ops Services	$ 444,828.80
2028	103-502664	Contracts for Ops Services	$ 445,231.12
2029	103-502664	Contracts for Ops Services	$ 595,665.60
		Total :	**$ 2,684,293.16**

EXPLANATION

Upon approval, this contract will greatly facilitate the ability of the Division of Parks and Recreation to share and distribute data electronically. One of the primary goals of this agency is to maximize the potential for revenue collection and reporting. By integrating both the campground reservation system and the day-use admission operations, as well as adding the additional opportunities to provide gift cards, in-person retail sales, timed tours, online donation services, pavilion rentals, parking passes, e-commerce, self-service kiosks, and event registrations, our agency will continue to utilize one platform for entering and reporting nearly all revenue sources throughout the NH State Park System.

On May 1, 2023, a Request for Proposals for "2023-072 - DNCR Enterprise Reservation System" was posted on the Department of Administrative Services' website. This RFP was also sent to a list of vendors who annually attend the National Association of State Park Directors (NASPD) Conference and who had expressed an interest in having an opportunity to bid on this contract.

Two (2) firms submitted proposals by the closing date of July 19, 2023. Of the two proposals submitted, both completed all the requirements of the RFP and were accepted. In addition to the written responses to the RFP, each of the two (2) selected vendors provided detailed, in-depth, on-site presentations to the entire RFP team followed by additional requests for information.

Following these presentations, a seven (7) member team convened to score the proposals. These scoring team members represented the Division's operations, including but not limited to business office functions, information technology, field operations, retail, and concessions, as well as the agency's administrative management of the program. RA Outdoors LLC, dba Aspira, was subsequently selected as the highest scored vendor. Aspira/RA Outdoors LLC, dba Aspira is the incumbent contractor currently providing these services to the NH Division of Parks and Recreation.

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

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

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

Respectfully Submitted,

Brian Wilson
Director

Concurred,

Sarah Stewart
Commissioner

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

Denis Goulet
Commissioner

August 16, 2024

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

Dear Commissioner Stewart:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with RA Outdoors, LLC, dba Aspira, as described below and referenced as DoIT No. 2023-072.

> The purpose of this request is to provide vendor supported/hosted application for the management of campground, day-use, and timed tour reservations, transactions, and inventory, as well as point of sale, season pass, donation, and e-commerce transactions.
>
> The Total Price Limitation shall be $2,684,293.16, effective upon Governor and Executive Council approval through December 31, 2029.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2023-072

cc: Nicole Warren, IT Manager

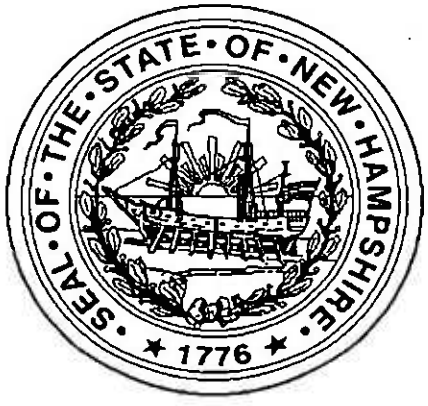
RFP 2023-072 NH State Parks Enterprise Reservation System

Scoring Summary

Company	Company Address	Solution Cost	Proposed Software Solution	Vendor Technical, Service and Project Mgmt	Vendor Company and Staff Qualifications	TOTAL
Total Points Possible		20	45	15	20	100 Pts Max
US E-Direct	99 Powerhouse Rd #207 Roslyn Heights NY 11577	20.0	35.1	12.7	14.7	82.6
RA Outdoors dba Aspira	717 N Harwood St Dallas, TX 75201	19.9	40.4	14.7	18.3	93.3

Vendor	Model 1	Point = 20 Total
Aspira	$ 4,422,169.39	19.92
US E-Direct	$ 4,403,635.02	20.00

DNCR Scorers	
Shawn Hamilton	Deputy Supervisor of Park Operations
Darienne Messer	Enterprise Program Specialist
Nicole Warren	DoIT IT Lead for DNCR
Egle Danuite-Chisholm	Accounts Receivable
Tara Blaney	Regional Supervisor, South Region
Logan Thorner	Asst. Regional Supervisor, Central Region
Grant Goulet	Retail Supervisor



STATE OF NEW HAMPSHIRE

DEPARTMENT OF NATURAL
AND CULTURAL RESOURCES:

ENTERPRISE RESERVATION AND POS SYSTEM:
DNCR 2023-072

Contents

TABLE OF CONTENTS

Remainder of this page intentionally left blank

FORM NUMBER P-37 (version 2/23/2023)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3 Contractor Name R.A. Outdoors LLC. dba Aspira		1.4 Contractor Address 717 N Harwood St Dallas, TX 75201	
1.5 Contractor Phone Number (214) 996-7398	1.6 Account Unit and Class 10-03500-37200000- 103	1.7 Completion Date 12/31/2029	1.8 Price Limitation Not to Exceed $ 2,684,293.16
1.9 Contracting Officer for State Agency Brian Wilson, Director NH Division of Parks and Recreation		1.10 State Agency Telephone Number 603-271-3556	
1.11 Contractor Signature Sharon Brown Date: 8/20/2024		1.12 Name and Title of Contractor Signatory Sharon Brown, Chief Executive Officer RA Outdoors, LLC, dba Aspira	
1.13 State Agency Signature Date: 8/22/2024		1.14 Name and Title of State Agency Signatory Brian Wilson for Sarah Stewart, Commissioner, Dept of Natural and Cultural Resources	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Alexis Phillips, AAG		On: 8/30/2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials SB
Date 8/20/2024

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and

Contractor Initials SB
Date 8/20/2024

all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.
10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any Property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

Contractor Initials SB
Date 8/20/2024

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any

Contractor Initials SB
Date 8/20/2024

other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials SB
Date 8/20/2024

EXHIBIT A - SPECIAL PROVISIONS

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

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

3.4 The Term may be extended once, up to three (3) years, for a total of three (3) years, ("Extended Term") at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

9.2 In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.3 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- **a.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- **b.** Promptly, but in no event longer than ten (10) 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 Contractor and in which the State has an interest;
- **d.** Take no action to intentionally erase any State data until directed by the State;
- **e.** Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- **f.** Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- **g.** Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-

SB

88 approved methods. Certificates of destruction shall be provided to the State; and

h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

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

A.3 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

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

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

a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;

b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or

d. is disclosed with the written consent of the disclosing Party.

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

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

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

A.4 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.5 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;

b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

A.5 The following Provisions are added and made part of the P37:

27. FORCE MAJEURE

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

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

28. EXHIBITS/ATTACHMENTS

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

29. NON-EXCLUSIVE CONTRACT

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

30. ORDER OF PRECEDENCE

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

iii. State of New Hampshire, DNCR Contract Agreement 2023-072 P-37 as amended by Exhibit A.

iv. State of New Hampshire, DNCR Contract Exhibits in order of precedence:

a. Exhibits B and C;

b. Exhibit D (or D-1);

c. Exhibit E;

d. Exhibit F:

e. Exhibit G.

v. State of New Hampshire, DNCR 2023-072 Enterprise Reservation and POS System RFP.

vi. Vendor Proposal Response to DNCR 2023-072 Enterprise Reservation and POS System dated July 19, 2023.

Remainder of this page intentionally left blank

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

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

1. STATEMENT OF WORK.

Camping Reservations

Vendor Solution must provide a campground and pavilion reservation system that allows customers to make reservations in line with the State's business rules. This reservation system must be accessible online and through a vendor-hosted call center in real time. Online access should be available 24/7, 365 days a year, and allow for customers to make, change, and cancel their reservations as needed in agreement with the State's business rules. The call center must be open Monday through Friday: 8:00 a.m. to 8:00 p.m. and Saturday through Sunday: 9:00 a.m. to 6:00 p.m., and allow customers to make, change, or cancel reservations as needed. This system must allow for administrative staff to adjust the available campsite and pavilion inventory and available dates, and place closures over specific sites as needed. Camping reservations should allow for the various customer discounted access options in use by the State to be applied by staff upon verification.

Day Use Reservations and Capacity Management

The Vendor Solution must provide a day use reservation system that allows customers to make advanced reservations for day use parks in accordance with the State's business rules. Online access should allow for customers to make, change, and cancel their reservations as needed in agreement with the State's business rules. The call center should be open Monday through Friday: 8:00 a.m. to 8:00 p.m. and Saturday through Sunday: 9:00 a.m. to 6:00 p.m., and allow customers to make, change, or cancel reservations as needed. This system must allow for administrative staff to adjust the available day use ticket inventory and available dates as needed. Day use reservation system must provide the State to with a streamlined system to manage capacity at various park facilities. Day use reservations should allow for the various customer discounted access options in use by the State to be applied by customers when making reservations.

Timed Tours

The Vendor Solution must provide the ability for customers to reserve specific time slots for historic site and natural area tours. This module must provide tickets to each customer that can be validated for correct entrance time by staff using the software. This system must allow for administrative staff to adjust the available tour ticket inventory and available dates as needed. Timed tour reservation system must provide the State to with a streamlined system to manage capacity at various park facilities. Tour tickets should be available for purchase online and through the call center.

Point of Sale and Inventory Management

The Vendor Solution must provide a point-of-sale system for use within the park facilities to sell retail products. This system must accept cash, EMV, Magstripe, Check, and State Park Gift Cards as forms of payment. Solution must offer a back-office POS item inventory manager that allows specified staff to create and edit products. Products must be able to be attached to multiple barcodes at one time. Point of sale system should continue to operate offline in instances of low to no connectivity, batching transaction information and syncing it to the back-office system

when connectivity is resumed. System should have the ability to assign products to a predetermined list of park facilities at once, such as "Inland Beaches" or "Campgrounds" for ease of product management. Point of Sale Solution should have the ability to upload preset sales workflow menus from the back office, based on type of use.

Season Passes

The Vendor Solution must support the use of serialized season pass cards that can be renewed year after year on the original card. Customers should be able to renew their season passes online and through the call center. Season Passes should allow customers to make day use reservations for a reduced price in accordance with the State's business rules. Select staff should have the ability to fulfill season pass orders all on one page, including pass number and expiration date.

Gift Cards

The Vendor Solution must support a gift card program, allowing customers to purchase gift cards from $1-250.00 online, through the call center, and in person. This solution should have the ability to support multiple designs of gift cards. Point of Sale solution must allow customers to pay for all purchases using their gift cards. If an order exceeds the balance of a gift card, the POS solution should reflect an additional balance due, rather than declining the payment.

Online Store

The Vendor Solution must have the ability to support an online retail store, allowing customers to purchase retail items from the private label webpage. Online store must have the ability to allow guest checkout, allow customers to ship to a different address than the one listed in their customer profile, and allow the State to manage available inventory to prevent overselling. Items should display multiple images and should be able to be organized into multiple product groups.

Online Donations

Customers should also be able to submit online donations to specific state park facilities or to the park system as a whole through the private label webpage. Customers should be able to opt-in and attach a message to their donation, as well as attach a name to a memorial donation.

Campsite Lottery

The Vendor Solution must support a campsite lottery program that allows customers to fill out lottery applications for specific site/date combinations. System should support automated application selection in a completely random method, notify winning applicants and facilitate reservation payment completion.

Data Management and Reporting

The Vendor solution must maintain all data (reservation, occupancy, visitation, ticket, POS, financial, and customer profile) occurring during and prior to the contract (once migrated). The system must have robust ad hoc reporting capabilities, in addition to a wide selection of canned reports. Vendor must maintain the integrity of the data stored and accuracy of reporting throughout the duration of the contract.

Support

Vendor must provide a help-desk support service to the State for technical issues that may arise. Vendor must have a contact that can be reached outside of business hours for assistance resolving high-level defects in system performance (holidays and weekends). Vendor help desk should be able to access devices remotely as a component of their assistance, should additional assistance be necessary.

2. BUSINESS / TECHNICAL REQUIREMENTS

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

Remainder of this page intentionally left blank

3. ACTIVITY, DELIVERABLE, AND MILESTONE

ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	MILESTONE PAYMENT
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	Fri 8/30/24	N.A. to transaction based pricing
2	Draft Work Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
3	Project Status Reports	Written	Ongoing	N.A. to transaction based pricing
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	N.A. to an Existing Client	N.A. to transaction based pricing
5	Security Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
6	Communications and Change Management Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
7	Software Configuration Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
8	Systems Interface Plan and Design/Capability	Written	Fri 8/30/24	N.A. to transaction based pricing
9	Testing Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
10	Data Conversion Plan and Design	Written	N.A. to an Existing Client	N.A. to transaction based pricing
11	Deployment Plan	Written	N.A. to an Existing Client	N.A. to transaction based pricing
12	Comprehensive Training Plan and Curriculum	Written	Ongoing	N.A. to transaction based pricing
13	End User Support Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
14	Business Continuity Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
15	Documentation of Operational Procedures	Written	Fri 8/30/24	N.A. to transaction based pricing
INSTALLATION				
16	Provide Software Licenses (if needed)	Written	N.A. to an Existing Client	N.A. to transaction based pricing
17	Provide Fully Tested Data Conversion Software	Software	N.A. to an Existing Client	N.A. to transaction based pricing
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	N.A. to an Existing Client	N.A. to transaction based pricing
TESTING				
19	Conduct Integration Testing	Non-Software	Fri 9/13/24	N.A. to transaction based pricing
20	Conduct User Acceptance Testing	Non-Software	Ongoing	N.A. to transaction based pricing
21	Perform Production Tests	Non-Software	Fri 10/18/24	N.A. to transaction based pricing
22	Test In-Bound and Out-Bound Interfaces	Software	Fri 8/30/24	N.A. to transaction based pricing
23	Conduct System Performance (Load/Stress) Testing	Non-Software	N.A. to an Existing Client	N.A. to transaction based pricing
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	N.A. to an Existing Client	N.A. to transaction based pricing
System DEPLOYMENT				
25	Converted Data Loaded into Production Environment	Software	N.A. to an Existing Client	N.A. to transaction based pricing
26	Provide Tools for Backup and Recovery of all Applications and Data	Software	N.A. to an Existing Client	N.A. to transaction based pricing
27	Conduct Training	Non-Software	Fri 9/6/24	N.A. to transaction based pricing
28	Cutover to New Software	Non-Software	N.A. to an Existing Client	N.A. to transaction based pricing
29	Provide Documentation	Written	Fri 10/11/24	N.A. to transaction based pricing
30	Execute Security Plan	Non-Software	N.A. to an Existing Client	N.A. to transaction based pricing
OPERATIONS				
31	Ongoing Hosting Support	Non-Software	N.A. to an Existing Client	N.A. to transaction based pricing
32	Ongoing Support & Maintenance	Software	N.A. to an Existing Client	N.A. to transaction based pricing
33	Conduct Project Exit Meeting	Non-Software	Fri 11/22/24	N.A. to transaction based pricing
			TOTAL COST	N.A. to transcation based pricing
Note:	Dates indicated are the end dates for the activity.			

4. DELIVERABLE REVIEW AND ACCEPTANCE

Non-Software and Written Deliverables Review and Acceptance

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

Software Deliverables Review and Acceptance

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

Number of Deliverables

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

Conditional and Unconditional Acceptance

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

5. CHANGE ORDER

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

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.
Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.
A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

6. IMPLEMENTATION SERVICES

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:
The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.
The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

7. PROJECT MANAGEMENT

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success.
The Contractor shall employ effective communication and Reporting strategies to ensure Project success.
The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.
The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract.
Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.
The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.
The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

7.1 The Contractor Key Project Staff

7.1.1. The Contractor's Contract Manager

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

Susan Grant
416-357-7733
susan.grant@aspiraconnect.com

7.1.2. The Contractor's Project Manager

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

Sonia Gupta
289-290-2799
sonia.gupta@aspiraconnect.com

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

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

7.1.3. Change of Project Manager

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

7.1.4. The Contractors Additional Key Project Staff

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

Sonia Gupta
Senior Project Manager

Stacia Stafford
Client Services Manager, Senior

Amy Harrington
Department Trainer

Bilal Shah
Technical Account Manager

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

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

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

7.2 The State Key Project Staff

7.2.1. The State Contract Manager

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

Shawn Hamilton
603-271-2943
Shawn.W.Hamilton@dncr.nh.gov

7.2.2. The State Project Managers

The State shall assign Project Managers. The State's Project Managers are:

Shawn Hamilton
603-271-2943
Shawn.W.Hamilton@dncr.nh.gov

Darienne Messer
603-271-4106

Darienne.F.Messer@dncr.nh.gov

The State Project Managers' duties shall include the following:

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

8. WORK PLAN

See Attachment 2: New Hampshire Implementation Plan

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within fourteen (14) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The preliminary Work Plan created by the Contractor and the State is set forth in Attachment 2: New Hampshire Implementation Plan.

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

9. ACCEPTANCE & TESTING SERVICES

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

In addition to this, the Contractor is committed to providing an environment configured with the State's business rules and setting to allow DNCR staff to conduct User Acceptance Testing (UAT) for any new functionality and features introduced during the duration of the service contract, when applicable. The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The Contractor will also provide training as necessary to the State staff responsible for test activities.

The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials. The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module. All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System

Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

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

10. MAINTENANCE, OPERATIONS AND SUPPORT

10.1 System Maintenance

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

10.2 System Support

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

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

Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, Sunday - Thursday, 8:00 a.m. to 6:00 p.m. (EST); and Friday - Saturday, 8:00 a.m. to 9:00 p.m. (EST) with an email/telephone response within one (1) hours of request; First update will occur within 60 minutes during normal business hours and 4 business hours during holidays and after hours. Contractor will provide subsequent updates every 30 minutes, or as agreed during the incident. Target resolution within 4 hours, however contractor will advise the State in the first few updates if the deficiency likely to be longer.
Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.

Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back based upon the chart below.

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

Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.

Priority Level	Initial Notification (During Work Hours	Initial Notification (During Holidays/After Hours)	Update Frequency	Initial Solution Path Presented
Class A	1 business hour	4 business hours	1 business hour	6 business hours
Class B	2 business hours	12 business hours	1 business day	2 business days
Class C	2 business days	4 business days	2 business days	5 business days

10.3 Support Obligations

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

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

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

i. nature of the Deficiency;
ii. current status of the Deficiency;
iii. action plans, dates, and times;
iv. expected and actual completion time;
v. Deficiency resolution information;
vi. resolved by;
vii. identifying number i.e. work order number; and
viii. issue identified by; and

The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

i. mean time between Reported Deficiencies with the Software;
ii. diagnosis of the root cause of the problem; and
iii. identification of repeat calls or repeat Software problems.

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

10.4 Contract Warranties and Representations

10.4.1. System

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

10.4.2. Software

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

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

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

10.4.3. Compatibility

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

10.4.4. Services

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

11. DATA PROTECTION

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

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

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

11.1 Data Location

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

11.2 Security Incident Or Data Breach

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

Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

11.3 Breach Responsibilities

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

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

11.3.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
b. promptly implement necessary remedial measures, if necessary; and
c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

11.3.4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:

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

12. SOFTWARE AGREEMENT

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

13. ADMINISTRATIVE SERVICES

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

14. TRAINING

The Contractor shall provide the following Training Services:

Aspira will create and deliver both a comprehensive system training plan and project documentation, ensuring all stakeholders are fully educated on the system components they need.
All Aspira training is developed in-house and delivered with the State's approval. Trainers go through a continuous process of assessing needs, establishing objectives, designing/ developing training material, implementing training, evaluating training, and supporting NH Parks staff. We place a high priority on proper training to increase user and customer satisfaction and efficiency.
Training consists of a mixture of web-based live training, self-paced web-based training, and in-system documentation the user can reference anytime. Aspira complements their training with easy access to our Technical Help Desk through a toll-free number.
Additionally, the training plan is a living document and is updated as changes occur in the system or within NH Parks policies or procedures. As new features are developed, Aspira will provide new online training modules so all staff can be trained ahead of the introduction of new system features. Aspira offers a variety

of training channels; the specific use of each type will be determined in coordination with DNCR management, such as conducting remote training for staff in remote locations.
Training methods include:

- Microsoft Teams training conducted live by Aspira staff, enabling your staff to participate from remote locations.
- On-demand, self-paced pre-recorded, training provided by Aspira staff; and
- In-person, provided by DNCR staff who have completed "train-the-trainer" classes with Aspira.

Self-paced web-based training is becoming the preferred delivery method for end-users. This allows the most flexibility for the user to complete the training at their convenience and retains consistency for each training session to achieve maximum knowledge transfer. Rather than managers having to train park store clerks, DNCR staff can take and repeat training or refreshers at any time. Online training provides reporting of completion and assessments and a means to survey for feedback.

15. MERCHANT CARD SERVICES

The Contractor shall provide the following Merchant Card Services:

PCI DSS Payment Application Data Security Standard (PA DSS)

Whereas the Vendor provides a Commercial Off the Shelf (COTS) product used by the DNCR, which transmits, processes or stores cardholder Data and therefore must meet PA-DSS validation requirements.

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

The Vendor agrees to the following provisions:

a. Vendor shall comply with all credit card brand rules, as applicable, in regard to their environment. The Vendor will work with the State if any non-compliance issues occur to ensure proper remediation of any non-compliance issues.

b. Payment Card Industry Security Standards Council (PCI SSC) – Payment Application Data Security Standard (PA DSS) - As the Vendor's product is part of the processing, transmitting, or storing of Cardholder Data it is hereby agreed that:

   i. Vendor agrees to participate in the Payment Card Security Standards Council (PCI) Payment Application Data Security Standards program (PA DSS);

   ii. Vendor agrees to provide evidence of compliance, PA DSS Attestation of Validation prior to Contract approval and upon request;

   iii. Vendor is required to provide a PA-DSS Implementation Guide with instructions on secure product implementation, secure configuration specifics, and to clearly delineate vendor responsibilities for meeting PCI DSS requirements. It should detail how to enable security settings within the network; and

   iv. Vendor shall immediately notify the NH DoIT Chief Information Security Officer and the Merchant Card Administrator if it learns its application is no longer PA

DSS compliant and shall immediately provide the DOIT Chief Information Security Officer of the steps being taken to remediate the non-compliance status. In no event should Vendor's notification to the DoIT be later than seven (7) calendar days after Vendor learns it is no longer PA DSS complaint.

c. PCI DSS Requirement 12.8 of the latest edition, Service Provider – If the Vendor provides Services on the production environment used in the processing, transmission and/or storage of Cardholder Data, it is hereby agreed that:

i. Vendor agrees that it is responsible for the security of all Cardholder Data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the Cardholder Data;

ii. Vendor attests that, as of the Effective Date of this contract, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with PCI DSS; and

iii. Vendor agrees to supply the current status of Vendor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to DNCR. Vendor must supply to DNCR an Attestation of compliance at least annually and upon request.

iv. Vendor shall immediately notify NH DoIT Chief Information Security Officer and the Merchant Card Administrator if it learns that it is no longer PCI DSS compliant and shall immediately provide DNCR the steps being taken to remediate the non-compliance status. In no event shall Vendor's notification to NH DoIT Chief Information Security Officer be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.

v. Vendor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Vendor to be and to remain PCI DSS compliant.

vi. Vendor shall agree to work with DNCR in order to clarify how responsibilities for PCI DSS requirements may be shared, by completing a CPI DSS Responsibility Matrix.

d. Vendor shall disclose any Nested Third-Party Service Provider (TPSP) that is a part of the Cardholder Environment. Vendor shall document the Nested TPSP's allocation of liability, responsibility and costs relating to actions of outsourced contractors and/or notifying the Vendor regarding incidents. DNCR shall require an Attestation of Compliance on an annual basis and upon request from the Nested Third-Party Service Provider.

16. TERMS AND DEFINTIONS

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

17. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. CONTRACT PRICE

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

2. TRAVEL EXPENSES

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

3. SHIPPING FEES

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

4. INVOICING

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

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

5. INVOICE ADDRESS

Invoices may be sent to:

DNCR - NH State Parks
Shawn Hamilton
172 Pembroke Rd
Concord, NH 03301

6. PAYMENT ADDRESS

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

7. OVERPAYMENTS TO THE CONTRACTOR

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

8. CREDITS

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

9. LIQUIDATED DAMAGES

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

Measured Event	Calculation	Amount	Computation
Class A Deficiency	Each hour beyond 24 hours until issue is resolved unless otherwise mutually agreed upon	$500	Per hour, per incident
Class B Deficiency	Each day beyond 5 business days until the issue is resolved unless otherwise mutually agreed upon	$250	Per day, per incident
Class C Deficiency	Each day beyond 30 business days until the issue is resolved unless otherwise mutually agreed upon	$250	Per day, per incident

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

Class A Deficiencies: 24 hours
Class B Deficiencies: 5 Business Days
Class C Deficiencies: 30 Business Days

The imposition of Liquidated Damages is not a punitive action against the Contractor. The Parties acknowledge that actual damages to the State based on ongoing deficiencies would be difficult to ascertain and agree that the Liquidated Damages set forth herein are an attempt by the parties to determine a fair assessment of the damages that would be suffered by the State based on a defect or non-performance of the system. These figures are based on daily revenue earned by the State throughout the year. Notwithstanding the foregoing, liquidated damages shall be calculated monthly, and shall be capped at no more than 15% of the monthly fees payable to Contractor.

10. PAYMENT SCHEDULE

10.1. Contract Type

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

Remainder of page intentionally left blank.

10.1.1. Activities / Deliverables / Milestones Pricing

ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	MILESTONE PAYMENT
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	Fri 8/30/24	N.A. to transaction based pricing
2	Draft Work Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
3	Project Status Reports	Written	Ongoing	N.A. to transaction based pricing
4	Infrastructure Plan, Including Desktop and Network Configuration Requirements	Written	N.A. to an Existing Client	N.A. to transaction based pricing
5	Security Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
6	Communications and Change Management Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
7	Software Configuration Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
8	Systems Interface Plan and Design/Capability	Written	Fri 8/30/24	N.A. to transaction based pricing
9	Testing Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
10	Data Conversion Plan and Design	Written	N.A. to an Existing Client	N.A. to transaction based pricing
11	Deployment Plan	Written	N.A. to an Existing Client	N.A. to transaction based pricing
12	Comprehensive Training Plan and Curriculum	Written	Ongoing	N.A. to transaction based pricing
13	End User Support Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
14	Business Continuity Plan	Written	Fri 8/30/24	N.A. to transaction based pricing
15	Documentation of Operational Procedures	Written	Fri 8/30/24	N.A. to transaction based pricing
INSTALLATION				
16	Provide Software Licenses (if needed)	Written	N.A. to an Existing Client	N.A. to transaction based pricing
17	Provide Fully Tested Data Conversion Software	Software	N.A. to an Existing Client	N.A. to transaction based pricing
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	N.A. to an Existing Client	N.A. to transaction based pricing
TESTING				
19	Conduct Integration Testing	Non-Software	Fri 9/13/24	N.A. to transaction based pricing
20	Conduct User Acceptance Testing	Non-Software	Ongoing	N.A. to transaction based pricing
21	Perform Production Tests	Non-Software	Fri 10/18/24	N.A. to transaction based pricing
22	Test In-Bound and Out-Bound Interfaces	Software	Fri 8/30/24	N.A. to transaction based pricing
23	Conduct System Performance (Load/Stress) Testing	Non-Software	N.A. to an Existing Client	N.A. to transaction based pricing
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	N.A. to an Existing Client	N.A. to transaction based pricing
System DEPLOYMENT				
25	Converted Data Loaded into Production Environment	Software	N.A. to an Existing Client	N.A. to transaction based pricing
26	Provide Tools for Backup and Recovery of all Applications and Data	Software	N.A. to an Existing Client	N.A. to transaction based pricing
27	Conduct Training	Non-Software	Fri 9/6/24	N.A. to transaction based pricing
28	Cutover to New Software	Non-Software	N.A. to an Existing Client	N.A. to transaction based pricing
29	Provide Documentation	Written	Fri 10/11/24	N.A. to transaction based pricing
30	Execute Security Plan	Non-Software	N.A. to an Existing Client	N.A. to transaction based pricing
OPERATIONS				
31	Ongoing Hosting Support	Non-Software	N.A. to an Existing Client	N.A. to transaction based pricing
32	Ongoing Support & Maintenance	Software	N.A. to an Existing Client	N.A. to transaction based pricing
33	Conduct Project Exit Meeting	Non-Software	Fri 11/22/24	N.A. to transaction based pricing
			TOTAL COST	N.A. to transcation based pricing
Note:	Dates indicated are the end dates for the activity.			

In order to allow for credit card batching, settlement and reconciliation, the distributions will be handled daily by the Aspira Finance team as follows:

Finance Initiates a Transfer based on the following:	Monday	Tuesday	Wednesday	Thursday	Friday
Recipient Distribution Reporting dates	10 days to -8 days	8 days	8 days	8 days	8 days
Credit Card Batch reporting dates	12 days to -10 days	10 days	10 days	10 days	10 days

Example:

Finance Initiates a Transfer based on the following:	Monday, 12/11	Tuesday, 12/12	Wednesday, 12/13	Thursday, 12/14	Friday 12/15
Recipient Distribution Reporting dates	12/1-12/3	12/4	12/5	12/6	12/7
Credit Card Batch reporting dates	11/29-12/1	12/2	12/3	12/4	12/5

If a transfer day falls on a Holiday the transfer will be complete on the next business day. The following Holidays (below) currently impact the transfer schedule however this list is subject to change. Any deviation from the outlined schedule will be communicated with the State.

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Christmas

10.1.2. Hardware Pricing

Table E-1.2 HARDWARE PRICING WORKSHEET					
Hardware Component	Make	Model	Manufacturer	Warranty (# Years)	Cost per Unit ($)
Engage One Flex Mini with 16gb of ram and i7 processor	Engage One	Flex Mini	HP	7	$1,675.31
HP P22v G4 - P-Series - LED monitor - Full HD (1080p) - 22"	P Series	P22v G4	HP	7	$259.50
HP L7016t Retail Touch Monitor - LED monitor - 15.6"		L7016t	HP	7	$691.37
Tripp Lite 4-Port Portable Slim USB 3.0 Superspeed Hub w Built In Cable			Tripp Lite	7	$40.83
APC Back-UPS 650 - UPS - 390 Watt - 650 VA			APC Products	7	$176.99
Tripp Lite 7ft Cat5e Cat5 Snagless Molded Patch Cable RJ45 M M Blue 7'			Tripp Lite	7	$5.38
Tripp Lite 6' Hi-Speed USB 2.0 A B Gold Device Cable Shielded M M			Tripp Lite	7	$7.71
Tripp Lite 6ft VGA Monitor Gold Cable Molded Shielded HD15 M/M 6'			Tripp Lite	7	$13.60
Citizen CT-S2000 - receipt printer - two-color (monochrome) - thermal line		CT-S2000	Citizen America Corp.	7	$437.97
Logitech MK120 USB Wired Keyboard Mouse Set		MK120	Logitech	7	$26.20
HP LaserJet Pro MFP 4101fdn Black & White Printer with Fax		MFP 4101fdn	HP	7	$766.30
Ingenico Lane 3600 Standard		Lane 3600	Ingenico	7	$730.96
HP ElitePOS 2D - barcode scanner		ElitePOS	HP	7	$608.16
HP ProBook 440 G10 Notebook - Wolf Pro Security - 14" - Intel Core i7 1355U			Zebra Technologies	7	$1,782.10
HP Standard Duty Cash Drawer - electronic cash drawer			HP	7	$176.99
ID TECH MiniMag II - magnetic card reader - USB, keyboard wedge		MiniMag II	ID Technologies	7	$99.83
Rugged Tablet, ET45, 8" WXGA Display, 5G, WiFi 6, SE4710 Scanner BCR, QC 6375, 4GB RAM, 64GB Flash, 5MP/13MP Cameras, NFC, IP65, Android GMS, 1Yr Std Wrnty, (Power supply and country specific cables sold separately) - NA Only SKU		ETA45	Zebra Technologies	7	$1,140.26
ET4X 8" Rugged Boot / Exoskeleton for 8in ET40, ET45	ET4X		Zebra Technologies	7	$105.28
ET4X One Slot Charge Only Cradle for 10" ET40, ET45, ET40HC, ET45HC (Accommodates 8in tablet, 10in tablet, Exoskeleton, Payment Terminals, Expansion Backs. Healthcare hand strap) (Power Supply and country specific cables sold separately)	ET4X		Zebra Technologies	7	$286.08
Level VI AC/DC Power Supply Brick. AC Input: 100-240V, 2.4A. DC Output: 12V, 4.16A, 50W. Requires: DC Line Cord and Country Specific AC Grounded Line Cord		Level VI	Zebra Technologies	7	$62.82
DC Line Cord for Running the Single Slot Cradles or Battery Chargers from a Single Level VI Power Supply PWR-BGA12V50W0WW. Level VI Replacement for PWRS-14000-148R		PWR-BGA12V50W0WW	Zebra Technologies	7	$12.45
AC Line Cord, 7.5ft. (2.3m) Long, Grounded, Three Wire. Associated Country: US			Zebra Technologies	7	$13.70
3 yr ZIC Essential ET4XXX, 3 day TAT, purchased within 30 days; comprehensive	ET4XXX		Zebra Technologies	7	$186.42
Ingenico Link 2500	Link	2500	Ingenico	7	$621.08
Shipping and Handling	N/A	N/A	N/A	N/A	TBD
TOTAL COST per POS Setup					$9,927.28

Description	2024	2025	2026	2027	2028	2029
Annual Support & Maintenance Fees (per kiosk)	$995.00	$1,077.84	$1,164.07	$1,257.20	$1,357.78	$1,466.40

Description	Cost/Unit
Kiosk Hardware (1 to 9 units) **Durable stainless-steel construction** **Temperature controlled HVAC for extreme weather** **All-weather speakers** **FreedomPay Card payment device** **Printer**	$34,995
As above with order quantity between 10 and 19 units	$33,987
5-year Exchange Parts and Field Services Warranty	Included
Shipping (estimated cost)	$695
Installation (estimated cost)	$1,200
Sales Tax	N/A

10.1.3. Annual Payments – Back Office Support

Feature	2025	2026	2027	2028	2029	Total
POS 1.5% on estimated sales (Excludes extra adult/child)	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 600,000.00
Hardware	$ 75,000.00	$ 235,000.00	$ -	$ -	$ 150,000.00	$ 460,000.00
Kiosk Maintenance Fees	$ 4,311.36	$ 4,656.28	$ 5,028.80	$ 5,431.12	$ 5,865.60	$ 25,293.16
Tablet Support & Maintenance	$ 16,800.00	$ 16,800.00	$ 16,800.00	$ 16,800.00	$ 16,800.00	$ 84,000.00
Gift Card Inventory (.50 per)	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 15,000.00
Credit Card Processing Fee (2.1%)	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 1,500,000.00
TOTAL	$ 519,111.36	$ 679,456.28	$ 444,828.80	$ 445,231.12	$ 595,665.60	$ 2,684,293.16

10.1.4. **Other Cost Pricing**

Transaction Types	Transaction Fee / Rate %	Notes (as needed)
Camping/Pavilion		
Field - Walk-in	$0	
Field - Advanced	$7.00	Rate increases to $7.25 effective 1/1/27
Web/Call Center	$7.00	Rate increases to $7.25 effective 1/1/27
Modifications	$2.50	
Cancellation	$0	
Daily Entrance		
Web/Call Center - Advanced	$1.00	per transaction/order
Field - Walk-in	$0	
Field-Advanced	$1.00	per transaction/order
Modifications	$0	
Cancellation	$0	
Ticketing		
Web/Call Center - Advanced	$1.00	per transaction/order
Field - Walk-in	$0	
Field-Advanced	$1.00	per transaction/order
Modifications	$0	
Cancellation	$0	
Kiosks		
Reservation - Advanced	$7.00	Rate increases to $7.25 effective 1/1/27
Reservation - Walk-in	$7.00	Rate increases to $7.25 effective 1/1/27
Ticketing - Advanced	$1.00	
Ticketing - Walk-in	$1.00	
Modifications	$0	
Cancellation	$0	
Other Charges or Fees		
Convenience Fees or Other (as applicable)	1.5% $420 ***	POS Gross Revenue Annual Cellular Data Charges per tablet purchased through Aspira Aspira Kiosk Hardware, shipping, installation & support/maintenance costs provided in table 10.1.2 above.
Fixed Credit Card Rate	2.1%	Based on credit card charges for New Hampshire over the trailing 12 months

10.1.5. Contractor Staff, Resource Hours, and Rates Worksheet

Table E-1.8.						
VENDOR STAFF, RESOURCE HOURS AND RATES PRICING WORKSHEET						
	PROJECT MANAGER	TRAINER	BUSINESS ANALYST	PRODUCT MANAGER	DEVELOPER	QUALITY ASSURANCE
Planning And Project Management						
Installation						
Testing						
System Deployment						
Operations						
Total Hours	N/A	N/A	N/A	N/A	N/A	N/A
Hourly Rate	$149	$189	$174	$245	$174	$100
Vendor Resource Price Total (Hours X Rate)						

10.1.6. Future Contractor Rates Worksheet

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

Table E-1.9.					
FUTURE VENDOR PRICING WORKSHEET					
VENDOR ROLE	SFY 25	SFY 26	SFY27	SFY28	SFY29
Project Manager	$149	$153	$158	$163	$168
Trainer	$189	$195	$201	$207	$213
Business Analyst	$174	$179	$185	$190	$196
Product Manager	$245	$252	$260	$268	$276
Developer	$174	$179	$185	$190	$196
Quality Assurance	$100	$103	$106	$109	$112

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

The terms outlined in the Software License Agreement are set forth below:

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

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

2. Software Title.
Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. Software and Documentation Copies. Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software's associated Documentation. The State shall have the right to copy the associated Documentation within its possession for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

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

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

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

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

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

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

8. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's deliverables.

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.
The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Table E-1.

DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE

LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	Stacia Stafford	Shawn Hamilton	5 Days
First	Marc Feudo	Michael Housman	10 Days
Second	Susan Grant	Brian Wilson	10 Days
Third	Sharon Brown	Sarah Stewart	15 Days

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

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.
Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State.

Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

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

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

6.1.1. Computer Use

- **a.** Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- **b.** That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- **c.** That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- **d.** That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- **e.** That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- **f.** That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

Email 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." Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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

6.3 Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Client Service Manager	Vendor employee responsible for managing overall contract, including but not limited to call center, customer service, software, hardware, and development.
Commercial Off The Shelf Software	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other. Confidential Information includes any and all information owned or managed by the State of NH of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
Contract	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.

Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency/Defect	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking, and storage.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, or administrative rule from access by the general public as public information.
Module	A subsection of the overall System that is developed and utilized for a specific purpose.
Open-Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.

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

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

Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: *Business/Technical Requirements and Deliverables*. 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. Development change management will follow industry agile methodologies.

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

- **a.** Attachment 1 – RFP Business and Technical Requirements and Deliverables
- **b.** Attachment 2 – NH Implementation Plan

2. CONTRACTOR CERTIFICATES

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

Remainder of this page intentionally left blank.

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

BUSINESS REQUIREMENTS						
State Requirements			Vendor			DNCR
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	Comments
GENERAL REQUIREMENTS						
B1.1	Vendor must provide ability for general public to reserve campsites and pavilions on-line.	M	Yes	Standard	Aspira One provides general public customers full campsite and pavilion reservation capability through the online reservation website. Customers can view their current, future, and past reservation information, and can make date changes to a reservation. They also have the ability to complete a transfer of their reservation to a different site or cancel their reservation if desired. These reservation actions are configurable based on your business requirements and policies.	
B1.2	Vendor must provide ability for general public to reserve day use pass entrance and facility tours on-line.	M	Yes	Standard	Aspira currently supports day use pass and tour reservations online through the New Hampshire Branded website newhampshirestateparks.reserveamerica.com. Advanced Day pass entry transactions are made using our capacity driven daily reservation model set to collect the # of occupants and vehicles during a specific day or timeframe. Aspira One provides full, time-based tour ticketing capabilities for locations and events that require single or recurring ticket sales. The real-time Aspira One engine allows all ticket sales to occur concurrently through all the sales channels, ensuring inventory is updated in real-time Aspira One currently supports the sale and storage of electronic tickets on desktop and mobile devices. In addition, Day Use entry permits and tickets purchased online or through the call center are sent to mobile devices electronically enabling visitors to store proof of purchase of their pass or ticket on their phone and present the barcode for scanning and validation at the park entrance.	
B1.3	Vendor must provide ability for general public to view campsites and pavilions on a map on-line.	M	Yes	Standard	Aspira's website solution allows the general public to view campsites, pavilions and any other types of reservable inventory in an online and interactive map. Our solution uses Mapbox, a leading provider of dynamic mapping functionality as the base layer, then all DNCR inventory is presented on the base layer as additional layers. Mapbox allows a user to zoom in and out with mousewheel/pinch controls, change the background from Terrain, to Standard, to Satellite and to pop the inset map out into a full screen view. A user can choose to show or hide the various DNCR inventory layers and can see nearby amenities such as playgrounds, showers, firewood and water supplies. DNCR can easily customize the maps to add new amenities, and reservable inventory as needed.	
B1.4	Vendor must provide ability for general public to view multiple pictures of each campsite or pavilion on-line.	M	Yes	Standard	The Aspira solution allows DNCR to attach multiple pictures to a campsite or pavilion to be presented to the general public when they view the site or pavilion. This includes support for a 360O image where a customer can get a full site-view experience as if they were standing in the middle of the site and turning in a circle.	

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

B1.5	Vendor must provide ability for general public to call and make all available types of reservations with a real person.	M	Yes	Standard	Aspira provides call center services. Customers can connect to a live agent who are trained in key areas of service delivery including the reserving of inventory and the explanation NH Parks policies.	
B1.6	Vendor must be able to build a customer database that DNCR can access for sending out email notifications and surveys.	M	Yes	Standard	All customer records are stored in the Aspira database and are accessible to DNCR for use in email notifications and surveys. The solution offers automated and manual email notifications or the data can be exported for use in external marketing solutions. Aspira also offers marketing services; a team of people who work as an extension of the DNCR marketing team to deliver outreach services via emails and/or SMS.	
B1.7	Vendor must provide a reservation management Solution that is real-time, and has the ability to work on a touch screen device.	M	Yes	Standard	Aspira One is a real-time, web-based, off-the-shelf reservation solution that is already configured to meet the DNCR needs. Any changes made in one sales channel are immediately reflected across all the remaining sales channels to prevent double booking of inventory. The solution provides tools optimized for use on mobile and/or hand-held devices where touchscreen capability is supported.	
B1.8	Vendor shall participate in an initial kick-off meeting to implement the Project.	M	Yes	Standard	As the current provider, a full project implementation will not be required, saving considerable time and resources for DNCR staff. However, the Aspira team will participate in any and all kick-off calls required to initiate the new parts of the project as defined by this RFP and during contract negotiations.	
B1.9	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	Aspira will provide project staff as specified in the RFP. This will include a number of individuals with whom DNCR is familiar and have successfully worked with over the years.	
B1.10	Vendor shall submit a preliminary Project Work Plan within ten (10) days after Contract award and approval by the Governor and Executive Council. The Project Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and payment schedule. The Plan shall be updated no less than weekly.	M	Yes	Standard	Aspira will submit a preliminary Project Work Plan within 10 days after the contract award, in accordance with the State requirements. The plan will be updated regularly, and no less than weekly, throughout the project	
B1.11	Vendor will provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year-to-date.	M	Yes	Standard	Aspira will prepare and provide detailed monthly status reports which include a summary of the previous month's activities, accomplishments, milestone progress, deliverables, issues and risks, upcoming actions and expenses incurred year-to-date.	

B1.12	Vendor must provide a user-friendly campground and facility reservation Solution; application must be rapid and accurate with an easy-to-use and robust POS Solution.	M	Yes	Standard	Aspira One's comprehensive system solution meets all of your requirements and provides a user-friendly campground and facility reservation solution and an accurate, easy-to-use and robust POS solution for parks, campground stores, and retail locations. Our reservation solution allows DNCR to create and maintain reservable inventory, define booking rules and availability dates and determine through which channels a reservation can be made for a certain facility type. Reservations are supported for all types of inventory including campsites, cabins/yurts, pavilions/day-use facilities, and much more. Reservations can be made directly by customers through the Aspira-provided/DNCR-branded reservation website, through the Aspira call center or through the robust field solutions provided to DNCR campsite staff. Our POS solution is optimized for high-volume retail POS implementations and can manage sales across all revenue channels. Features available in the application include: * Complete inventory management solution supporting thousands of POS items, including retail, serialized items, variably priced items and attribute-based items such as products with color, size length attributes * Consolidated revenue reporting providing a comprehensive agency view across all revenue channels * Processing of accelerated sales workflows using a touchscreen or a bar code scanner * Full synchronization that allows consolidated cash drawer reconciliation and revenue reporting * Support of offline sales, making it an ideal solution for locations with no connectivity such as beach concessions, or rental facilities.	
B1.13	Vendor must have the ability to host a call center for customers to make reservations with a real person. This call center must be available to the customer from Monday through Friday, 8:00 a.m. to 8:00 p.m., and Saturday through Sunday, 9:00 a.m. to 6:00 p.m.	M	Yes	Standard	Aspira currently provides call center services for DNCR customers to make reservations with a real person. Current call center hours are Monday through Friday, 8:00 a.m. to 8:00 p.m., and Saturday through Sunday, 9:00 a.m. to 6:00 p.m.	
B1.14	Vendor must provide a Technical Account Manager and Client Service Manager to the Division.	M	Yes	Standard	Aspira's current team comprised of Bilal Shah as Technical Account Manager and Stacia Stafford as Client Services Manager will continue to work with DNCR.	

B1.15	Vendor will provide a POS Module to the state park staff that is web-based with the ability to operate "off-line".	M	No	Future	While the Aspira solution currently supports offline POS capability through a local install, we are in the process of developing a web-based model that will support the following functionality.
					
					Aspira will provide a mobile responsive, OFFLINE application usable on a hand-held device in addition to desktop to sell a selection of items through a web-based interface. Cash and Check are payment types to be accepted by default with an option for credit card payments to be taken via FreedomPay device in offline mode.
					
					* The solution is based upon the support of Field Manager for use in OFFLINE-Mode
					  * Support online/offline toggle
					  * Perform sync whenever toggle is triggered
					* Determine saleable items by location.
					  * Disregard inventory levels and controls.
					* Update and localize fee schedules and sales flows of the available items.
					* Allow for a sales workflow supporting the sale of multiple items, passes, and tickets.
					* Support discounts.
					* Record financial data for financial session sync when back online.
					* Once the device is reconnected to WI-FI or a cellular network, prompt to upload and synchronize activities performed on hand-held device to main system.
					  * Sync list of items and number sold and update system inventory
					  * Sync payment information
					  * Include offline sales in financial session reports
					
					This functionality is expected to be delivered on Phase 3 of the Aspira One Enhancements as shown in the project timeline of this RFP response. Phase 3 is currently planned for a production release in October 2024
						The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.

B1.16	Vendor Solution must have the ability to automatically send customized confirmation emails for all purchases, including reservations, and events registrations.	M	Yes	Standard	Aspira's solution provides confirmation letters, which are automatically sent to the customer via email after the completion of a transaction whether it is made online, in the field, or through the Call Center. Similarly, Aspira One generates an updated confirmation letter to the customer each time the customer changes dates on the reservation, transfers to a different park or site, or when a reservation is canceled. Call Center personnel, in addition to verbally confirming reservation details, also have the ability to generate confirmation letters for customers and can do so by email or regular mail. The content of confirmation letters is highly configurable and allows DNCR to determine specific information to include in confirmation letters	

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

B1.17	All data sets, including but not limited to: POS item, campsite, pavilion, reservation, & facility lists should automatically sort (in all displays) by the full data set, not only by the data listed on the current display page, and should maintain any sorted/filtered organization throughout the page navigation.	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 2 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 2 is currently planned for a production release in September 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B1.18	Pages should direct back to filtered/sorted data set lists once a task is completed, rather than back to a full data set.	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 2 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 2 is currently planned for a production release in September 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B1.19	All sales flows must have the ability for customers to check out as a guest. Guest check out must still collect name, phone number, email address and mailing address, but not require an account set up for purchase/reservation.	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B1.20	Campsites and pavilions not included in reservable inventory should not display in staff workflows	M	Yes	Standard	Aspira One does not show deactivated campsites and pavilions in staff workflows. Only active inventory is displayed.	
B1.21	Customer accounts must be searchable by a season pass number in the staff workflow	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.

B1.22	Solution must offer a Private Label webpage that matches the visual themes of nhstateparks.org	M	Yes	Standard	DNCR's private label website https://newhampshirestateparks.reserveamerica.com/ provided by Aspira meets these requirements and will continue to be maintained to reflect the style and layout specified by DNCR.	
B1.23	Private Label webpage must offer the ability to integrate with the Division's, social media feeds and YouTube videos, display hero images, donation messages, and featured articles.	M	Yes	Standard	Aspira's private label website offering provides DNCR with the following features: * Customizable home page hero images and text * Responsive homepage feature tiles that can link to specific actions in the site or featured articles * Integrated social media feeds * Embedded YouTube videos * Customized donation page * Custom pages to support any additional content that DNCR may wish to include on the site * Configurable site navigation The look and the feel of the private label website site, as well as its overall content, can be tailored to the Division's needs and will be available 24 hours a day, 7 days a week, 365 days a year, except for periods of regularly scheduled maintenance (which Aspira will inform NH Parks prior to any regular maintenance). Aspira's marketing team will work with the Division to ensure branding compliance throughout the life of the contract.	
B1.24	Private Label webpage should have an option to display an interactive state/System-wide park reservation map.	P	Yes	Standard	Aspira's solution provides interactive GIS-based maps for presentation on the private label website. An overall map can be presented showing all state parks plotted by map pins. Selection of a map pin will load the corresponding state park's webpage where a detailed campground map(s) are displayed. The mapping function allows for: * Display of campsites and facilities by type and availability * Zooming in out with mouse wheel or pinch controls on a touch screen device * Changing of map background between standard, terrain and satellite view * Showing/hiding of map layers which can be different things like services, amenities and site types * Popping out the map to view in a full screen window * Viewing of other mapped objects such as nearby towns Customers can directly interact with the maps and the reservable inventory presented on them. By selecting a map pin, a customer can directly begin the reservation process for a campsite or pavilion.	
B1.25	Generic customer facility searches should display nearby locations first.	M	Yes	Standard	When a customer searches by a zip code or city search, the website will display locations by proximity to the entered zip code or city.	
B1.26	Customer and reservation data should be searchable by organization name	M	Yes	Standard	Aspira One allows for the search of Customer and reservation data by organization name.	
B1.27	Solution must allow for customer accounts to be merged in instances of duplication.	M	Yes	Standard	Aspira One provides the ability to merge customer profiles in instances of duplication. When beginning the merge process, staff users can specify the profile to be merged with the current profile or can use a merge candidate function where the system will identify a potential duplicate account based on similar account information. The merge process maintains the full transaction history of both profiles and retains the ability to unmerge if needed.	

B1.28	When performing a customer search, customer accounts that have transaction history with NH State Parks before should populate first	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B1.29	Solution should provide a Module that allows administrative staff to make, change, and cancel day use, campsite, and tour reservations for all facilities.	M	Yes	Standard	Aspira One's Field Manager module allows administrative and camp staff to make, change and cancel reservations for day use facilities, campsites and tours across all facilities through an easy-to-use interface.	
B1.30	Solution should allow for administrative staff to transfer reservations from park to park while maintaining reservation and payment information.	M	Yes	Standard	Aspira One allows for administrative staff and call center staff with the appropriate permissions to transfer a reservation to a different site within a park or from one park to another while maintaining reservation and payment information. Various fees may be assessed based on how fee is defined for DNCR. If the customer transfers from a higher-priced site to a lower-priced site, they may be eligible for a refund of the difference. Conversely, if the customer transfers to a higher-priced site, there will be an amount due assessed as part of the transfer. Transfers fees can be assessed regardless of the price differences of the units.	
B1.31	Vendor Solution must implement all NH State Parks campground/facility policies.	M	Yes	Standard	Aspira is well-versed in DNCR's requirements and policies and will continue to work with DNCR to implement and/or revise campground/facility policies.	
B1.32	Vendor Solution must allow for up to 5 site photos to be displayed on the reservation page, with the option to additionally upload 360 degree site images.	M	Yes	Standard	Aspira's solution allows up to five (5) site photos and one (1) 360° image to be added for display on the reservation page for each site. Additionally, Aspira can include photos submitted by visitors. Such visitor photos are always reviewed by Aspira staff prior to publication, ensuring no inappropriate images are included.	
B1.33	Vendor must provide support to DNCR in integrating ongoing DNCR marketing initiatives. DNCR seeks guidance on incorporating social media, videos, etc.	M	Yes	Standard	Aspira is the only Campground Management System provider with the proven ability to increase visitation, occupancy, and facility usage through effective marketing channels such as ReserveAmerica.com, in-house newsletters received by almost 2 Million campers each month, electronic media, print media, internet advertising, social media, and more. Our Client Marketing team acts as an extension of your internal resources to use data and system analytics generated from Aspira One, ReserveAmerica.com, and the DNCR dedicated website to create measurable, effective campaigns to promote sites, facilities, and parks. Our team is excited to offer DNCR guidance on incorporating social media outreach, video production, and more into your overall marketing strategy.	
B1.34	Vendor generates 360° images for display on facility/site reservation pages.	M	Yes	Standard	Aspira's website supports the display of 360° images on facility/site reservation pages.	

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

B1.35	Vendor conducts GIS mapping for use on facility/site reservation pages.	M	Yes	Standard	Aspira has developed new campground map technology, available to DNCR today, that provides highly interactive maps with layers, satellite view, and full interactivity for customers to view park areas. The solution leverages DNCR GIS data to provide customers with a highly interactive and accurate view of a facility/site on its reservation page.	
B1.36	Vendor must act as Merchant of Record for all credit card transactions and net revenue will be transferred from Vendor to the State on a daily basis via ACH transfer.	M	Yes	Standard	Aspira will continue to be the Merchant of Record and all funds will be deposited into the State's bank account via ACH transfer. Should additional information be required by the Agency, Aspira will work with designated personnel to modify the existing process and reporting mechanism to comply.	
B1.37	Vendor will maintain all user, technical, and Solution documentation as well as project schedules, plans, status reports, and correspondence. Vendor response shall describe the formats that will be used to produce the project documentation.	M	Yes	Standard	Aspira maintains and can provide all user, technical and solution documentation related to this project and the Aspira One solution. In addition, we will provide comprehensive documentation related to project schedules, plans, status reports and all correspondence between Aspira and Division stakeholders. These documents and artifacts will be provided in various formats depending on the type of artifact: * MS Outlook email messages - correspondence and status reports * MS Word - scope documents and requirements * MS Excel and MS Project documents - schedules and timelines * MS PowerPoint - presentations * MS Teams Recordings - discovery sessions, demonstrations * Adobe PDF documents - end user, technical and solution documentation	
GENERAL - REPORTING						
B2.1	Application must be able to provide a multitude of reporting capabilities (financial, statistical, operational, and demographic).	M	Yes	Standard	Aspira One includes a suite of standard system reports that provide financial, statistical, operational and demographic reporting. Aspira One also includes Insights Manager, an ad hoc reporting solution, to meet virtually any reporting need. The report suite is easily accessed and is already configured for Division use today. Users can create, manipulate, and run large, complex, recurring ad-hoc reports. All reports are printable, and users can export reports in a variety of formats: XLSX, CSV, PDF, and printer-friendly web and there's no required add-ons or extensions for reports accessed online. Additionally, your authorized users can pull data directly from the data mart for analysis using your own tools. This can be very useful when wanting to analyze data from Aspira One with data stored in other DNCR systems.	
B2.2	Provide easy, client-friendly access to data collected.	M	Yes	Standard	Our reporting tools provide easy, client-friendly access to data collected by the Aspira solution.	
B2.3	Provide on-screen inquiry and ability to print results or export as pdf or excel file.	M	Yes	Standard	A number of Aspira reports provide options to view as a PDF (supporting in-browser viewing) or as an Excel file and allow the download of both formats. Within Insights Manager, reports are printable, and users can export reports in a variety of formats: XLSX, CSV, PDF, and printer-friendly web.	
B2.4	Provide ability to save frequently run reports to "Favorites".	M	Yes	Standard	Aspira One allows a user to create a custom list of "favorite" reports that are shown as soon as the user opens the reporting module. The list can be modified as desired by each user and reports can be run or scheduled directly from the favorites list.	

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

B2.5	Allow staff to access and run reports on a daily basis that includes variations of the reports detailed in the specific report section.	M	Yes	Standard	Aspira One provides staff with the access and ability to run reports on a daily basis including the variations of the reports detailed in the specific report section.	
B2.6	Ability to produce customized and ad-hoc reports as needed.	M	Yes	Standard	Integrated with Aspira One is Insights Manager, our Business Intelligence Platform featuring the Campground Information Domain. The source for the Campground Information Domain is a data mart—which is specifically designed for fast retrieval of data without impacting the transaction system. Authorized users can configure reports (ad hoc views) in table, crosstab and various chart formats including summary and detailed data. The Campground Information Domain contains standard metrics, such as: days available, days closed, days occupied, visitor days used, number of arrivals, site revenue, etc. Additionally, user-specified metrics can be designed or developed within the report (ad hoc view). * Insights Manager allows you to develop your own reports in a tabular, crosstab, or chart format. * Dynamic report building features. * You can save these reports and share them with others or keep them private (for your use only). * The saved reports can be scheduled on a daily, weekly, monthly basis, or on a one-time basis and the results will be sent to you and others (at your choosing) via email. If desired, Insights Manager uses relative date ranges for scheduled reports – if you wish to create a report that contains the previous day, week, month or years' worth of data, you will use the relative date range of DAY-1, WEEK-1, MONTH-1 or YEAR-1 respectfully. Thereby allowing a weekly report to be scheduled for an extended period and not needing to change the schedule each week. * Reports can also be downloaded into CSV, Excel, or PDF format. The tools delivering these reports leverage industry-leading Business Intelligence technologies and solutions that deliver a highly intuitive self-service interface with carefully formatted reports and drill through capabilities. * Users can personalize their own report(s) and dashboard views using the solution's interactive capabilities. The interactive features include "in context" sorting, filtering, and conditional formatting. Power users can create their own crosstab, tabular, and chart-based reports via a simple drag-and-drop report designer. Through Insights Manager, you can create a report that shows the number of transactions per month/quarter/year, occupancy rate per day/week/month/quarter, average length of stay per month/year, all of which can be broken out by reservable facility/park/district/all districts.	
B2.7	Ability to download reports into Microsoft Excel without additional data fields being added or additional manipulation needed. The output and formatting in Excel must closely approximate the output displayed in the Solution.	M	yes	standard	Aspira One reports can be downloaded into Microsoft Excel.	
B2.8	Printed reports should include the report title, column headings, date, identification of the user who generated the report, and time report was generated. This information should be on all pages of the report.	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B2.9	Ability to run reports for a user-specified date range.	M	Yes	Standard	Reports can be run for a user specified date or date range.	

B2.10	Ability for all reports to be run for a specific location or range of locations within a park or multiple parks for which the user has access.	M	Yes	Standard	A user can be provided with reporting permissions for a specific location to which they have access and can run reports for that location. Should a user have access to multiple locations, they have the option to run the report for a single selected location or for all the locations for which they have access.	
B2.11	Ability for all reports to be run for multiple parks at one time and the results must be provided by park for comparison purposes.	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B2.12	Ability to print all historical data as well as future reports.	M	Yes	Standard	All reports (including historic data and future reports) are printable, and users can export reports in a variety of formats: XLSX, CSV, PDF, and printer-friendly web.	
B2.13	Provide security access within the reporting functions based on security roles.	M	Yes	Standard	Access to each Aspira One report is governed by permissions defined for a role to which a user is assigned.	
B2.14	Ability to modify existing reports to include new data elements.	M	Yes	Standard	Users have the ability to add new data elements to their ad hoc views through the Insights Manager tool. Data elements are provided as part of data source for the report and can be used for column and row data, calculations and filtering. As new development occurs within the application, new data elements are added to the data mart so they can be incorporated into new and existing reports.	
B2.15	Ability to develop new reports which generate accurate results (results that complement those provided via "canned" reports and in-Solution inquiries).	M	Yes	Standard	Users who have access to Insight Manager are able to create new ad hoc views and generate reports from those views. These reports provide data that matches those of the canned reports and offer the ability to add additional data elements, drill down into specific data sets and perform trending analysis over periods of time.	
B2.16	Ability to print reports on-demand and exported in pdf format.	M	Yes	Standard	All reports, both canned and ad hoc are printable on demand. All ad hoc reports can be exported to PDF while some canned report export data to excel format only.	
B2.17	Vendor will provide custom reports as needed within a 30-day period from date of request for the report.	M	Yes	Standard	Aspira agrees to develop custom report requests within 30 days from initial request so long as the report can be built in Insights Manager from existing data elements. Reports that need new data elements or custom queries require development effort and are subject to sprint schedules and current development capacity and may be delivered outside of the 30-day window. In all cases, Aspira will provide a delivery estimate for each report request.	
B2.18	Ability to sort reports by each of the fields in the report.	P	yes	Standard	Aspira One reports have the ability to sort by each field when downloaded into Microsoft Excel.	
FINANCIAL REPORTS REQUIREMENTS						
B2.1	Vendor must provide a financial export report that is compatible with State to automatically upload revenue information into the State Central Financial System (NH First).	M	Yes	Standard	Aspira currently provides DNCR with a custom Financial Export report that can be uploaded to the State Central Financial System (NH First).	

B2.2	The Solution must allow staff to back date POS transactions as needed. (Transaction date vs. Activity date) This would allow staff to enter sales that may have occurred on a previous day more accurately.	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B2.3	Solution must provide a report that lists all revenue, by revenue account or location as selected, and shows totals by category of account. This report can be run by park, all parks, and/or by date range. This report should be able to be run using order/purchase date, arrival date, or departure date for comprehensive analysis.	M	Yes	Standard	Our standard revenue reports do not provide data based on arrival and departure date. However we can cover this requirement in Insights Manager.	
B2.4	Solution must provide a report that lists all revenue, by revenue account and locations, and shows totals by category of account. This report can be run by park, by all parks, and/or by date range. This report can be sorted to show either all transactions, cash/check transactions, or credit card by type transactions.	M	yes	Standard	The Aspira One Park Revenue Report supports this requirement.	
B2.5	The Solution must provide a distribution report that lists the number of nights sold and number of refunds. This report will also show the distribution of sales collected by cash, check, and credit card by type. This report will also list any fees and taxes paid. Totals for all the above will be listed by park locations.	M	No	Future	Most of this requirement is met in the **Distribution Cycle Detail Report**, however some of the requested data is not currently included. This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B2.6	Solution must provide a field credit card transaction report that will show a net total of all field credit card transactions (total sales less total refunds) by credit card type (Visa, MC, AMEX, Discover) by date for a user-defined date range.	M	yes	Standard	The Aspira One Park Revenue Report supports this requirement.	
B2.7	Solution must provide a comprehensive refund report that will show all refunds, adjustments, price changes, and similar transactions that are completed at the field level. The report will include park name, type of refund, transaction ID and/or Reservation ID, operator, date of refund, amount of refund, and any comments.	M	yes	Standard	The Aspira One Facility Void Cancel Report supports this requirement.	

B2.8	Solution must provide a detailed report by park and date range listing the names and addresses of customers owed a refund could not be processed automatically, or that was processed through a different method than the original payment. This report must also list the reservation identification number, customer information, and amount for each refund due.	M	yes	Standard	The Aspira One Refund Report supports this requirement.	
B2.9	Solution must provide a credit card payment research report or search field that will provide information on all credit card transactions by type, within a date range, with criteria based on the card type and last four digits of the credit card number as entered by the user. The report will return a transaction date, transaction amount, customer ID, Location, and a receipt or reservation ID number so the transaction can be located within the Solution, for use in instances of disputed charges.	P	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B2.10	Vendor will provide accurate revenue reporting for camping, pavilions, advance day-use sales, retail, and parking reservations.	M	Yes	Standard	Aspira One provides accurate revenue reporting for all activities and reservations through our transaction revenue and park revenue reports.	
B2.11	Vendor must be able to use DNCR accounting codes and Park ID numbers and properly account for and track all income.	M	Yes	Standard	Aspira One supports all DNCR accounting codes and supports the proper accounting and tracking of all income to those accounts.	
B2.12	Solution must provide a report that will show all revenues at each park and by region by revenue type (camping, cottages, day-use, etc.). The report must be structured so that one report could be run to compare revenues over a specified time period (current year compared to last year, current month compared to same month in previous year, etc.).	M	yes	Standard	The Aspira One Yield Management Report supports this requirement. Additionally Insights Manager supports this requirement through the use of Dashboards.	
OPERATIONAL REPORT REQUIREMENTS						
B3.1	Solution must allow staff to enter day-use and camping visitation numbers.	M	Yes	Standard	Aspira One allows staff to enter day-use and camping visitation numbers.	
B3.2	Solution must provide a report that shows occupancy by site type for all parks for a designated date range. This report must be able to be filtered by site type and the results must show totals by park, region, and provide a statewide total.	M	Yes	Standard	Aspira One's Occupancy Report – by Site Type, provides occupancy details for each site type at a specific park or across all parks for a designated date range. The report can be filtered by site type and show totals by park, region and grand total (across the state).	

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

B3.3	Vendor will provide accurate occupancy reports including total number of visitors from all reservation types, numbers of adults and children, and the occupancy percentage for camping, pavilions, advance day-use sales, and parking reservations based on available/reservable facility inventory.	M	Yes	Standard	Aspira provides the following occupancy reports to meet DNCR requirements: **Occupancy Report – by Primary Occupant's visitor Type** - Provides transactional information on customer types for the date range specified. Report includes the total number of transactions by customer type, the number of nights reserved, and total revenue. **Occupancy Report – by Site Type** - Provides occupancy details for each site type at the park selected. Includes the number of sites for each site type, the number of reservable nights for the date range selected, and the percentage of current occupancy. **Occupancy Report- by Sites** - Provides information on the cabin/campsite occupancy, by park, for the date range selected. Includes the number of cabins/campsites, number of available nights, number of nights occupied, and occupancy percentage. **Occupancy Report – Daily Monthly** - Provides both month and year occupancy information, by park, for the date range selected. Includes number of available nights, number of nights occupied, percentage occupied, number of persons, and average number of persons.	
B3.4	Vendor must provide ability for DNCR to categorize all user types based on a predetermined criteria and track all day use visitation, inclusive of both walk-in, reservation, and tour counts in one report.	M	Yes	Standard	A report of this type is available and configurable through Aspira's ad hoc reporting suite as all of this information is collection within the system today. We will work with DNCR to determine the requirements for the "predetermined criteria" so that we can create and/or help DNCR create a meaningful and easy-to-access report.	
B3.5	Solution must allow for a configurable canned report to determine the occupancy of facilities on adjustable days of the week for a given time period. For example, selecting Fridays, Saturdays, and Sundays from Jan 1 - Dec 31 would be used to determine weekend vs week day occupancy percentages.	M	Yes	Standard	Aspira currently provides a Weekend Occupancy % report in Insights Manager that allows DNCR to determine the occupancy of facilities on adjustable days of the week over a given time period. The data elements for this report support Fri-Sun, Sat-Sun, Mon-Thu data sets and more so that DNCR can easily compare occupancy between weekends and weekdays.	
B3.6	Vendor must be able to provide "canned" and "ad-hoc" reporting.	M	Yes	Standard	Aspira One provides over 300 "canned" system reports and offers Insights Manager, our ad-hoc reporting solution currently in use by DNCR.	
SOFTWARE REQUIREMENTS						
B4.1	Solution workflows should be streamlined, requiring minimal page changes and limiting excessive mouse clicks and scrolling.	M	Yes	Standard	Aspira's solution provides a streamlined workflow to allow a user to perform the most common tasks with minimal pages changes and without excessive mouse clicks or scrolling. However, Aspira is making continuous improvements to back-end functionality to make park management tasks easier for park staff and to streamline processes even further.	

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

B4.2	Text fields should respond to keyboard shortcuts such as "enter" to submit data and "tab" to change fields, as well as the "back" browser button with seamless and continued function	M	No	Future	Aspira continues to work on the use of keyboard shortcuts, hot keys and enter functions to optimize and stream-line the user's flow through the application. This feature is on our roadmap and will be delivered as part of Phase 2 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 2 is currently planned for a production release in September 2024.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B4.3	Solution should allow for recall of recently viewed transactions, searches , or customer accounts (last 5 searches for example)	O	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B4.4	Vendor should provide mobile application that is fully functional and provides all of the same Modules and workflows as web-based application for use by staff.	M	No	Future	Aspira will provide a staff-facing, web-based application that is mobile responsive and optimized for use on mobile devices. This web-app will provide feature functionality based on key operational modules and workflows for the management of the parks and campgrounds and will limit features and workflows to optimize performance. Below is a list of modules, features, and workflows that will be included in this application: * Point of Sale – This includes attribute based purchases * Pass sales and validations * Financial sessions for all operations occurring through the app * Reporting Capability – subset of the most common financial and operational reports * Issuing and acceptance of Gift Cards * Marina Operations * Access to all GIS maps * Tours, Events, and Activity management System settings, marketing functions, and lotteries will not be included in this application. This feature is on our roadmap and will be delivered as part of Phase 3 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 3 is currently planned for a production release in October 2024.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B4.5	Solution must offer the ability to print receipts to pdf.	M	Yes	Standard	Aspira One allows users to print the receipts to pdf on any printer of their choice on their network.	
B4.6	Software should provide the ability to text or email POS, tour, day use, and reservation receipts to customers instead of printing in all sales Modules	M	Yes	Standard	Aspira One supports the ability to send POS, tour, day use and reservation receipts to customers via email or SMS through all sales channels.	

B4.7	All facility dropdown lists throughout the Solution and software setup should appear in alphabetical order	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B4.8	Solution should provide a stand-alone point of sale System that has the ability to run offline	M	Yes	Standard	Aspira One's Store Manager application fully supports offline POS operations, ensuring staff can continue functioning even with no connectivity. The applications securely store data required to function offline and includes automated configurable synchronization schedules that synchronize local offline data with the Central system either on demand or during pre-defined intervals. This process is currently in place at DNCR locations and is fully supported. Please note that this functionality will be further enhanced with the work to be delivered for the requirement in B1.15. The functionality described in Aspira's response to B1.15 is expected to be delivered as part of Phase 3 of the Aspira One Enhancements as shown in the project timeline of this RFP response. Phase 3 is currently planned for a production release in October 2024.	
B4.9	Stand alone point of sale System should have the ability to store credit card transactions while offline to be bulk processed ("batched") once connectivity returns, to allow for uninterrupted service.	M	No	Future	Please note that this functionality will be included with the work to be delivered for the requirement in B1.15. The functionality described in Aspira's response to B1.15 is expected to be delivered as part of Phase 3 of the Aspira One Enhancements as shown in the project timeline of this RFP response. Phase 3 is currently planned for a production release in October 2024.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B4.10	For stand-alone POS application, POS sales menus should be able to be preloaded based on a POS facility category (such as inland beaches or hiking parks) as predetermined by the State.	M	No	Future	Please note that this functionality will be included with the work to be delivered for the requirement in B1.15. The functionality described in Aspira's response to B1.15 is expected to be delivered as part of Phase 3 of the Aspira One Enhancements as shown in the project timeline of this RFP response. Phase 3 is currently planned for a production release in October 2024.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.

B4.11	Solution must support a high volume of transactions over a variety of Internet services and speeds, reaching as low as 3.5MB download.	M	Yes	Standard	Aspira's solution supports a high volume of transactions over a variety of Internet speeds. The solution does not have a required minimum connection speed; it has been shown to operate satisfactorily on connections as low as 56 kbps. For optimal performance, we recommend a satellite connection (1.5 Mbps down, 256 kbps up, 1100 ms latency) or high-speed (DSL or high-speed cable, 5 Mbps down, 1 Mbps up, 100 ms latency) connection or better.	
B4.12	Solution should allow for a single staff user account to log and utilize different access roles in different browser windows.	M	Yes	Standard	Aspira's robust user management module allows a single user to have multiple roles which provides varying level of permission throughout Aspira One. In addition users can open multiple browsers to work on different tasks and workflows in Aspira One at the same time.	
RESERVATION AND TICKETING REQUIREMENTS						
B5.1	Solution must have the ability for individual parks to be able to make new reservations and change/cancel existing reservations of all types.	M	Yes	Standard	Aspira one allows for parks to make new reservations and make modifications to existing reservations within Field Manager.	
B5.2	Solution must have the ability to reserve campsites and facilities online or through a call center up to 11 months in advance of the reservation date.	M	Yes	Standard	The Aspira One solution accommodates reservations for campsites and other facilities through the NH DNCR branded website, and Aspira call center 11 month in advance of the arrival date.	
B5.3	Solution must offer the ability to charge different prices for all reservation types to accommodate for preorder, same day pricing, or dynamic holiday rates.	M	Yes	Standard	Our robust fee pricing model allows for differential rates based on the type of site booked, when the site is booked and the arrival date of the reservation. For example tickets booked on the same day can have an additional fee charged vs the same ticket booked the day prior to arrival.	
B5.4	Solution must allow for multi-use or one time use promotional codes to be assigned and utilized in day use, camping, tour, and POS Modules as needed in order to discount or waive use fees as determined by the state.	M	Yes	Standard	Aspira One offers many different discount options including a promotional code that can be used as a discount coupon across all sales channels or limited to specific sales channel based on the situation. Additionally, promo codes can be limited to specific transaction types, multi-use or one-time use codes.	
B5.5	Solution should provide an online payment portal for customers to remit balances on reservations through their customer account.	P	Yes	Standard	The website accommodates customers paying balances on existing reservations through their Account on the NH DNCR Branded website.	
B5.6	Solution should allow for customized bulk notices to be sent on demand to a specified group of reservation holders via email, in instances of emergency or facility defect, restricted to specific administrative roles.	M	Yes	Standard	Through Field Manager in Aspira One, specified users have access to create one-time notifications or recurring reminder emails that can be setup based on the audience you wish to notify. Additionally notifications can be sent via SMS text. This feature is helpful for emergency notifications to customers or reminder type notifications to ensure campers are prepared for their stay.	
B5.7	Solution should allow authorized administrative roles to bulk cancel multiple day use or camping reservations at one time.	M	Yes	Standard	Aspira One has a bulk cancel feature for both reservations and day use entry reservations in case of emergencies.	
B5.8	Solution should allow authorized roles to adjust more than one set of reservation/site fees at one time.	M	yes	standard	We do not support the ability for users to update rates on multiple reservations simultaneously. However if the requirement is to allow the ability to adjust rates on fee schedules then we fully support this today.	

BS.9	Solution should allow authorized administrative roles to undo "no-show"ed reservations, in the cases of staff error in all reservation Modules	M	Yes	Standard	Based on permissions, Aspira One users have the ability to undo a "no-showed" reservation in the event a mistake was made by staff.	
BS.10	Solution should allow authorized roles to undo "checked in" reservations, in the cases of staff error for all reservation Modules	M	Yes	Standard	Based on permissions, Aspira One users have the ability to undo a "check-in" reservation in the event a mistake was made by staff.	
BS.11	Solution should provide a mechanism to hold a campsite lottery, where customers complete an application and are randomly selected to fill the available inventory of a facility. Solution offer the ability to filter winners based on pre-set criteria, such as 1 winner per household address or phone number.	M	Yes	Standard	Aspira One supports a campsite lottery with high configurability in regards to the lottery details. Applications are taken through the call center and online and customers are randomly selected during the lottery draw. Lottery configuration allows rules in place to only allow 1 winner per account holder.	
BS.12	Solution should allow for the ability to charge a lottery application fee at time of application	M	Yes	Standard	Aspira One supports the collection of a lottery application fee.	
BS.13	Vendor should provide a way for DNCR staff to "screen" lottery winners for duplicate accounts or multiple site winners before notification.	M	Yes	Standard	Once the lottery draw is complete, NH DNCR staff have the ability to view the winners list prior to notification. There is a configurable amount of time between the lottery draw and notification that can be set to DNCR's specifications.	
BS.14	Solution must have a lottery landing page within the customer facing reservation website that shows all active or upcoming lotteries(including lottery name, countdown to application open/close date, lottery run dates, camping season dates, and hyperlinks to enter the lottery application page) and a general lottery FAQ	M	Yes	Standard	Aspira One provides a lottery landing page that includes all active and inactive lotteries with the ability for customers to view the a countdown when the next lottery will occur, the lottery dates,. the camping season dates and the application page. We also provide an FAQ page for customers to have access to on the landing page.	
BS.15	Solution should allow for customers to add/preorder a POS item to their reservation, such as pre-paying for firewood during a campground reservation.	M	Yes	Standard	Aspira offers the ability to upsell POS items in the reservation workflow online that would allow a customer to purchase firewood ahead of their stay. The reporting in the field would indicate which reservation will be arriving with the pre-order placed.	
BS.16	Solution must have the ability to add or subtract a percentage/dollar amount of the use fees in a reservation based on customer discounts or customer types. The discount should be able to be applied at time of purchase or at check-in by staff, based on the division's discretion	M	Yes	Standard	Aspira One supports configuring one or more customer type(s) (e.g. senior, state employee, tax exempt etc) as discounts that can be specified during the reservation workflow. Discounts can be a dollar amount or percentage based, specific to the entire stay or specific nights of the stay as well as based on the type of fee charged(i.e. use fee vs transaction fee)	
BS.17	New reservations, cancellations or transfers/changes to camping or day use reservations, and timed tour entries must be able to be made through a call center and online through the customer facing account in real-time.	M	Yes	Standard	Aspira One is a real-time reservation management system which houses all data in one database allowing for new reservations, cancellations, modifications to all site types/facility types to reflect instantly in the customers online account.	
BS.18	Vendor must have the ability to distribute surveys and provide compilation of customer satisfaction reports post-visit on a weekly basis.	M	Yes	Standard	Aspira supports the distribution and collection of satisfaction surveys today for NH DNCR and will continue moving forward on a weekly basis for customers post-visit.	
BS.19	Solution must have the ability for individual parks to be able to make reservations and change existing reservations.	M	Yes	Standard	Aspira one allows for parks to make new reservations and make modifications to existing reservations within Field Manager.	
BS.20	Vendor must have the ability to collect all fees at the time of reservation.	M	Yes	Standard	Aspira prompts for payment at the time of reservation as per current NH Business Policies.	

BS.21	Vendor must have the ability to provide an interactive campground/facility map for each park location.	M	Yes	Standard	Aspira's solution provides interactive GIS-based maps for field user in Field Manager. The mapping function allows for: * Display of campsites and facilities by type and availability * Zooming in out with mouse wheel or pinch controls on a touch screen device * Changing of map background between standard, terrain and satellite view * Showing/hiding of map layers which can be different things like services, amenities and site types * Popping out the map to view in a full screen window * Viewing of other mapped objects such as nearby towns Field users can directly interact with the maps and the reservable inventory presented on them. By selecting a map pin, a user can directly begin the reservation process for a campsite or pavilion.	
BS.22	Vendor must to provide a mobile application that allows customers to make reservations for day-use, camping, ticketing, and tours.	M	yes	standard	While we support a mobile application that allows customers to make reservations for day-use and camping, we do not support a mobile app for booking ticketing and tours. However if the requirement is to support a mobile responsive website for day use, camping reservations and ticketing then this is fully supported today.	
BS.23	Vendor must provide ability for general public to view pavilions, group areas, and parking spots via an on-line map as well as view facility photos.	M	Yes	Standard	Aspira's solution provides interactive GIS-based maps for presentation on the private label website. An overall map can be presented showing all state parks plotted by map pins. Selection of a map pin will load the corresponding state park's webpage where a detailed campground map(s) are displayed. The mapping function allows for: * Display of campsites and facilities by type and availability * Zooming in out with mouse wheel or pinch controls on a touch screen device * Changing of map background between standard, terrain and satellite view * Showing/hiding of map layers which can be different things like services, amenities and site types * Popping out the map to view in a full screen window * Viewing of other mapped objects such as nearby towns Customers can directly interact with the maps and the reservable inventory presented on them. By selecting a map pin, a customer can directly begin the reservation process for a campsite or pavilion. Photos are also available at the facility and site level.	
BS.24	Vendor Solution must have the ability for state park managers to adjust campground and facility inventory as needed.	M	Yes	Standard	With proper permissions, State Parks Managers have the ability to adjust inventory through Aspira's Inventory Manager module. Users are enabled to add inventory, modify existing inventory and remove inventory either temporarily or permanently.	
BS.25	Vendor's Solution must have the ability to manage various types of reservation transactions to include: pavilion and campsites, timed facility rentals, timed tours, event registration, advance day-use admission, parking reservations, facility-use reservations, watercraft rentals, and youth-group camping.	M	Yes	Standard	The Aspira One solution can accommodate reservations for pavilions and campsites, timed facility rentals, timed tours, event registrations, advance day-use admission, parking, Facility-use, watercraft rentals and youth group camping.	
BS.26	Solution must allow DNCR to manipulate day use inventory for each park facility at will.	M	Yes	Standard	With proper permissions, field users have the ability to adjust inventory for day use inventory on the fly	

BS.27	Solution must have the ability for customers to purchase tickets to timed tours, with print at home tickets or mobile device display options.	M	Yes	Standard	Aspira One provides full-time-based tour ticketing capabilities for locations and events that require single or recurring ticket sales. Sales made in advance have the option for customers to print the ticket at home or simply show the generated ticket on their mobile device for validation upon arrival.	
BS.28	Solution must offer the ability to sell, manage, change, refund, and validate a tour ticket in one Module.	M	Yes	Standard	Aspira's Venue Manager has the ability to sell, manage, change, refund and validate tickets.	
BS.29	Availability notifications should be available for a specific site or any site in a facility for a specific set of dates or any open date.	M	Yes	Standard	Aspira's availability notification feature allows customer to sign up for notification when sites become available. The customer has the flexibility to choose a specific site, set of sites, specific date or set of dates or simply choose all for any available date and site. Customers receive an email notification once an available site becomes available within their parameters.	
BS.30	New same-day reservations within a time-frame specified by the State should prompt an alert notification to logged in facility staff	O	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
BS.31	Solution must provide facility and site alert fields that can be edited at will by DNCR to provide pertinent information to visitors.	M	Yes	Standard	DNCR has the ability to add facility and site alerts to assist with providing pertinent information to customers. This information can be edited by staff at any time with proper permissions.	
BS.32	Renewed passes should reflect differently than newly purchased passes in fulfillment reporting.	M	yes	Standard	DNCR has the ability to add facility and site alerts to assist with providing pertinent information to customers. This information can be edited by staff at any time with proper permissions.	POS Fulfillment Report will continue to be worked on for usability
BS.33	Day use discounts should be displayed in a drop down menu on the customer facing portal.	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
BS.34	Solution should allow customers to add pets to a campground reservation, for facilities that allow animals, in the customer facing portal.	M	Yes	Standard	Customers have the ability to edit reservation details based on DNCR Policy including the number of people, vehicle information and pet information through their account online.	

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

E-commerce AND RETAIL SALES REQUIREMENTS						
B6.1	Vendor must provide a POS Solution that is customizable and uses a touch-screen transaction data entry Solution.	M	Yes	Standard	Store Manager, and Aspira POS solution offers the sale of POS products at parks and retail locations and is optimized for high volume retail POS implementations using touch screen technology.	
B6.2	Vendor must provide a robust E-Commerce Solution that matches the layout and themes of nhstateparks.org	M	Yes	Standard	Currently Aspira provides a robust E-Commerce website for DNCR for the sale of merchandise and season passes as well as the collection of donations. The NH DNCR branded website matches the look and feel of nhstateparks.org	
B6.3	Vendor must provide ability to manage the purchasing and redemption of season passes at any park location, over the phone, and on-line, as determined by the Division	M	Yes	Standard	Aspira One supports the sale of passes online, through the call center, and at field locations. Aspira's serialized pass model can be used to sell and track annual passes, such as the New Hampshire Family or Individual pass.	
B6.4	Vendor must provide ability for DNCR to sell serialized, reloadable season passes on-line, linking their pass information to a customer account, and allowing validation by scannable barcode. Renewals would use the same physical pass from the original purchase.	M	Yes	Standard	Aspira One supports the sale of serialized passes which are currently setup as renewable each year. This reduces the cost of physical card stock to be purchased on an annual basis. With the use of serialized passes, each pass must be assigned to a customer. This allows field users to validate the season pass by scanning the barcode on the card and tracking would be stored on the customers account.	
B6.5	Pass fulfillment workflow should allow staff to enter pass number and expiration date on the same page.	M	yes	Standard	This requirement is supported today by clicking on the Temp pass number and entering the Pass Number with expiration date.	
B6.6	Completed pass fulfillment window should return to the same previously entered search parameters for simplified bulk fulfillment.	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project' based on mutual agreement of the parties.
B6.7	Vendor Solution must be able to accept complementary and bus passes at any park location through the POS Solution.	M	Yes	Standard	Aspira One can support discounted POS Day use entry including complementary passes and bus passes.	
B6.8	Vendor Solution must have the ability to accommodate day use Bus Pass reservations for specific, state-selected groups, allowing them to exceed the established maximum occupancies for standard customers.	P	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B6.9	State-selected groups must be able to obtain a one-time use code/pass that allows vendor System to waive all, or a portion of use fees as specified by state administrative rules.	P	Yes	Standard	Aspira One offers promotional code discounts that can be set to one-time use only. Based on the setup this could allow a portion of the fees to be waived or the entire amount as specified by the state administrative rules.	

B6.10	Day use bus pass reservations for state-selected groups must integrate with publicly available ticket inventory as to prevent overselling, without being made available for the general public to access.	P	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B6.11	E-Commerce online store must have the ability to be organized by display category. The same product should have the ability to appear in multiple display categories at one time.	M	Yes	Standard	The Aspira E-Commerce web store has the ability to display products by categories which is in use today. Products can display in multiple categories, for example the Cannon Mountain Tramway Ornament can not only show under the Ornaments category but also under souvenirs.	
B6.12	Online store should have the ability to allow customers to pre-order products	P	yes	Standard	We currently do not support the ability for customers to pre-order an online retail item when the item is not yet available for shipping. However if the State is looking to allow customers to pre-order items that can be picked up at the Park, for example Firewood then this is fully supported today.	
B6.13	Products sold online must have the ability to display up to 10 images on the sales page.	M	Yes	Standard	The online web store allows up to 10 images for each product. Additionally, photos are setup as a carousel and will display multiple images on rotation on the main sales page.	
B6.14	Customers should be able to return to their shopping page from the cart, not have to start at the store's home screen.	M	Yes	Standard	The Aspira online solution allows for quick navigation from the cart back to the shopping page.	
B6.15	E-Commerce Solution should display estimated shipping dates	O	Yes	Standard	On the shipping details page of the Aspira E-Commerce purchase flow estimated shipping dates may be displayed.	
B6.16	E-Commerce store should allow customers to create a wish list and share products through a text message, email, or on social media platforms.	P	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B6.17	E-Commerce store should display the number of pages of items and allow for page navigation.	P	Yes	Standard	Aspira's E-Commerce site displays the number of pages and allows for page navigation.	

B6.18	E-Commerce store should display similar items on bottom or side of the product screen to encourage continued shopping.	P	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B6.19	E-Commerce Solution should provide a review and rating platform for purchased products	P	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B6.20	Vendor E-Commerce Solution must allow for customers to enter or change shipping address at checkout	M	Yes	Standard	Customers are offered the opportunity to use the address on their account, or optionally ship the purchase to another person. Aspira uses USPS auto-population of street addresses to decrease shipping errors or returns.	
B6.21	Solutions should allow for items to be added to the cart without disrupting the shopping flow.	M	Yes	Standard	The online website allows for all lines of business to be added to the cart with no interruption.	

B6.22	Out of stock products should migrate to the bottom of the display page for simplified viewing of available products	P	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B6.23	Solutions should allow for facilities to be categorized by a group (such as campgrounds, inland beaches, hiking parks) for simplified product assignment.	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
DONATIONS, GIFT CARDS, LOYALTY PROGRAMS						
B7.1	Vendor must provide a gift card program.	M	Yes	Standard	Aspira offers a gift card program with both the option of physical gift cards and e-gift certificates which can be email and/or printed.	
B7.2	Vendor must provide ability to manage the purchasing and use of gift cards for camping, retail, and day-use areas for any dollar amount. Customers must be able to purchase a gift card at a park through a POS Solution, over the phone, and on-line.	M	Yes	Standard	Gift cards are available for purchase in all sales channels and can be purchased at any set configured number by DNCR.	
B7.3	Solution must support the sale of multiple gift card styles online, over the phone, or in-person.	M	Yes	Standard	Customers are offered multiple images/styles of gift cards for purchase online, in the call center and in the field. All styles are part of the same gift card program which eliminates the need to manage multiple programs.	
B7.4	Solution must provide the ability for customers to redeem, register and reload their gift cards at any park location through a POS Solution, over the phone, and on-line.	M	Yes	Standard	Gift cards can be registered, reloaded, or used as a redemption for purchases in all sales channels.	

B7.5	Gift cards with balances less than the purchase amount should return a partial balance and prompt the user for additional payment, rather than declining transaction on both customer and staff workflow.	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 3 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 3 is currently planned for a production release in October 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B7.6	Solution must offer the ability for the Division to issue gift cards as community donations without having to process a form of revenue or payment	M	Yes	Standard	Aspira can support this through the application of a 100% discount on the internal DNCR purchase of gift cards. These gift cards can then be provided as community donations. If this solution is not desirable, Aspira is willing to discuss alternatives with DNCR.	
B7.7	Solution must allow the Division to reissue gift cards from the previous System without having to process a form of revenue or payment	M	Yes	Standard	As Aspira is the current service provider, there will be no need to reissue gift cards from the previous system. The Agency's gift cards, and gift card program will remain operational without interruption under the new contract.	
B7.8	Solution must provide a canned report that will list all gift card redemptions by location over a specified date range. The report will include a list of gift card redemption transactions, the value of each redemption, and a total amount of redemptions.	M	yes	Standard	The NH Gift Card Detail report supports this request.	
B7.9	Solution must provide a canned report that will include information, based on user-selected date range, needed to mail any gift cards purchased online to a customer. This information must include the gift card number, amount loaded onto the card, receipt number, recipient name and address, and the purchaser's phone number and email address.	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B7.10	Vendor must provide on-line mechanism for inviting, collecting, and reporting donations for the NH State Park.	M	Yes	Standard	Aspira supports an NH DNCR branded stand-alone donation webpage today that allows the State to seek out donations outside of the regular booking flow. This is a great tool for Marketing publications to solicit donations for the State of New Hampshire. Donation reporting is available through the POS Sold Summary/Detail reports.	
B7.11	Customers must be able to reallocate a portion of or full refund as a donation to the Division through the website or call center.	M	Yes	Standard	Customers can reallocate all or a portion of their refunds to DNCR through both the call center and the website.	
B7.12	Solution should allow for online donations to be made to individual parks, as well as the park System as a whole on one donation page.	M	Yes	Standard	Donations can be accepted and allocated to a specific state park or a general donation to New Hampshire State Parks as a whole. The system tracks the specific donation and provides for easy reporting.	

B7.13	Customers must be able to choose whether or not to attach a message to their donation through the Private Label website. Message must be able to be at least 350 characters long, and should be displayed on the Private Label website.	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B7.14	Solution must allow memorial/gift donations to be made on behalf of someone else. This should allow the customer to enter the person's name in text fields and should provide a customized confirmation letter including the name in the text.	M	No	Future	This feature is on our roadmap and will be delivered as part of Phase 1 of the development schedule defined in the proposed project plan included in the Aspira RFP response. Phase 1 is currently planned for a production release in August 2024	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B7.15	Solution must offer the ability for customers to establish recurring donations for a set amount on an established timeline, such as monthly.	P	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.

B7.16	Vendor must provide a loyalty program.	P	Yes	Standard	Aspira One's loyalty program flexibility will provide you with the tools to cultivate your brand through discounts, coupons, merchandise rewards and stay-points that encourage future New Hampshire State park visits. Implementing the Loyalty program will advance your ability to serve not only New Hampshire residents but also to attract more out-of-state visitors. With the added benefit of support from our Client Marketing team, we expect you to significantly increase participation in your programs, generating increased revenue and utilization, while enhancing the camping experience for your customers. The benefits of loyalty programs have been proven in retail and hospitality industries, and will provide similar benefits to DNCR: * Increase visitation at underutilized facilities * Increase brand awareness; * Increase participation; * Increase retention; * Offer the opportunity to leverage social media to recruit new loyalty members; and * Enable you to target marketing efforts. In Aspira One, loyalty earnings can be configured by dollar value, per night and per stay or product. Earnings can be configurable to be applicable for Site, POS, Ticket, Daily Entrance or Equipment Rental purchases. Customers can be offered a point or dollar value loyalty program designed to encourage return visits, promote underutilized facilities and activities, as well as to increase POS sales.	
EVENT/VOLUNTEER REGISTRATION REQUIREMENTS						
B8.1	Vendor must provide DNCR with ability to post events and allow public to register for them.	M	Yes	Standard	DNCR Events can be advertised through the website with the ability to book events through our ticketing solution.	

B8.2	Vendor Solution must offer an event registration program that has the ability to integrate to the current parks website and be customized for each event by DNCR.	P	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B8.3	Event registration program must be able to collect personal contact information with the ability to send out event updates by DNCR via email.	P	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B8.4	Vendor Solution must have the ability to automatically send customized confirmation emails.	M	Yes	Standard	Confirmation emails can be tailored to fit the needs of NH DNCR.	
B8.5	Event registration program must give the customer the option to set up a user profile or sign up as a guest.	P	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.

B8.6	Vendor Solution must offer the ability for participants who are registering to sign a photo liability release form that DNCR provides.	P	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.
B8.7	Vendor Solution must provide DNCR with the ability for multiple administrators to access and manage events.	P	No	Custom	Aspira is willing to discuss the delivery of this feature with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort is included in the cost proposal.	The Aspira Evolution Project ("the Project") will deliver streamlined workflows making it more intuitive for agency staff and customers using a phased approach throughout the life of the contract. The objective of this project reflects DNCR's goals. Aspira will feature DNCR on all key client product advisory panels as they relate to feature description and testing. Delivery timing and sequencing of the Project based on mutual agreement of the parties.

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

SITE ADMINISTRATION, MARKETING, SUPPORT						
B9.1	Vendor must provide support to DNCR in integrating ongoing DNCR marketing initiatives. DNCR seeks guidance on incorporating social media, videos, etc.	M	Yes	Standard	Aspira's marketing team will partner with key DNCR stakeholders to create an annual marketing plan based on goals and key strategic initiatives identified by DNCR and that prioritize high yield projects to help supplement your existing staff, without adding any unnecessary strain on DNCR's staffing resources. In order to maximize ROI on all marketing initiatives, we will work with you to review data sets, including seasonal trends, facility utilization, demographics, key events, and important dates. The foundation of the plan will be identifying key metrics and available data to be used to provide recommendations in the plan and to help with scheduling campaigns. Analysis will also provide a baseline for Key Performance Indicators (KPIs), to be reviewed on an ongoing basis. List of Key Performance Indicators (KPIs) ☒ Online Transactions (Conversion Rate, Quantity, etc.) ☒ Total Visits, Unique Visitors and Page Views ☒ New Users vs Returning Users ☒ Acquisition Traffic (Referral, Email, etc.) ☒ Campaign Metrics (Sessions, Users, Revenue, etc.) ☒ Online Ad Banner Clicks ☒ Article Visits/Page Views	
B9.2	Vendor must provide a website Solution(Private Label) that is able to be customizable to match DNCR's brand and website.	M	Yes	Standard	Aspira currently provides NH DNCR with a branded website that matches the style and layout of nhstateparks.org.	
B9.3	Vendor must provide mechanism for regular reporting to analyze website traffic/usage.	M	Yes	Standard	Aspira provides DNCR access to Google Analytics for traffic measurement. Additionally, a Google Tag Manager container on the site, which is in use today can be used to accommodate any additional external tracking DNCR may wish to do (ex. Facebook pixels).	
B9.4	Vendor must provide ongoing hosting and technical support services to DNCR.	M	Yes	Standard	Aspira will continue to provide ongoing hosting and technical support for DNCR.	
B9.5	Vendor Solution must be mobile friendly so that it is compatible with all mobile operating Solutions (IOS, Android, and Windows, etc.)	M	Yes	Standard	Aspira private label website is developed as a mobile responsive website so that is will present well on all desktop and mobile device displays, regardless of operating system. As noted in our response in B4.4, Aspira is also developing mobile friendly interfaces for staff.	
B9.6	Vendor must provide a content management Solution that allows updating by a DNCR administrator.	M	Yes	Standard	Aspira One supports a content management component that allows DNCR staff to update website content and imagery.	
B9.7	Vendor to provide cooperative, additional, or unique marketing opportunities to general more reservations.	M	Yes	Standard	Aspira's marketing services team will provide cooperative, additional and unique marketing opportunities to help DNCR generate more reservations. This includes the creation of a Digital Parks Guide. As part of this RFP Aspira commits to working with DNCR to provide a Digital Parks Guide to help promote the Parks. An example guide we have provided for a similar agency can be found here: https://read.nxtbook.com/aspira/nysparks/camping_guide_2023/cover.html?utm_medium=footerlink&utm_source=PLS&utm_campaign=NY-Camp-Guide-2023&utm_content=footer	

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

APPLICATION REQUIREMENTS						
State Requirements			Vendor			DNCR
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	Comments
GENERAL SPECIFICATIONS						
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	Aspira has extensive experience in integration with State internal systems and/or external third-party systems. We have API development teams whose sole purpose to build system layers that support data transactions and mapping for other systems to ours. Our development and API teams will work with DNCR to define the requirements and protocols for any integrations. Available options include the consumption of files exported from external systems to direct, real-time API connections and other Open Standard protocols; such as, SAML, OpenID Connect, and OAuth 2.0.	
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	Data is stored and available in a commonly used format of which no entity has exclusive control. It is not subject to any copyright, patent, trademark or other trade secret regulation.	
A1.3	Must be compatible with Google Chrome, Firefox, Safari, and Microsoft Edge	M	Yes	Standard	The Aspira solution is compatible with the latest versions of all major web browsers including Chrome, Firefox, Safari and Edge.	
A1.5	Any data collected via the website (such as people's names and email addresses) must be available to the State in an Open Data format as listed at www.nh.gov/doit/open-source/software-data.htm	M	Yes	Standard	All data collected via the website is available to the State in an Open Data Format.	
A1.6	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	Aspira's solution is web-based and in conformance with W3C standards. (HTML5, CSS 2.1, CSS 3, XML 1.1).	
APPLICATION SECURITY						
A2.1	Verify the identity or authenticate all of the System client applications before allowing use of the System to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	Aspira validates the identity of all client applications before allowing access to the system.	
A2.2	Verify the identity and authenticate all of the System's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	Aspira has developed a sophisticated mature authentication framework with built in controls for access, authentication requirements, and auditing capabilities. Aspira One establishes individualized, secure logins and passwords for all authorized users for flexible, role-based security. User accounts can be configured based on needs for segregation of duties, permissions, locations, or other factors required. Aspira requires authentication before allowing the use of the system and tracks all changes against a user's ID.	

A2.3	Enforce unique user names.	M	Yes	Standard	Aspira One includes a sophisticated user authentication layer that enforces user access via a combination of unique usernames and strong passwords, combined with unique user pins (for transactional applications). The system checks if the proposed username is taken and if so, displays an error message requiring a unique value. Strong password criteria can be configured to meet the minimum requirements for DNCR.	
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	Aspira One includes a sophisticated user authentication layer that enforces strong passwords. Strong password criteria can be configured in accordance with DoIT's statewide User Account and Password Policy.	
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	Strong password criteria can be configured to meet DoIT's statewide User Account and Password Policy, Password enforcement can include: * Minimum number of characters; * Minimum use of upper and lowercase characters; * Minimum use of alpha and numeric characters; and * Minimum use of special characters. Password changes are required at configured intervals, and the system times out and requires a new log in after a configured period of inactivity.	
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	User passwords are encrypted in transmission and at rest within the database.	
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	Aspira One supports the expiry of password in accordance with DoIT's statewide User Account and Password Policy. Users are advised of the need to update their password when they next login after the password has expired. A user is presented with a message advising of the password expiry and are provided the opportunity to change their password..	
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	All Aspira environments offer secure access to authorized users only. Aspira One provides a user security framework that is based on roles and permissions configured to meet the DNCR needs. Each role is configured with access to view, modify, or add to the system based on the individual permissions assigned. The specific roles and permissions assigned to each can be easily modified over time as the DNCR's needs change. Each user is assigned a single, or multiple roles, depending upon their job function and accounts can be locked or deactivated by authorized staff. These role-based levels of access and users can be controlled by authorized limited DNCR staff and users cannot assign system permissions at or elevated above their own levels.	

A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	Inactive Users will be logged out after a configurable period of inactivity or when their browser is closed. System users will have a default inactivity value of 2 hours while website customers will have a default inactivity value of 20 minutes. These values can be configured per DNCR policy.	
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	Absolutely no authentication credentials for users, subsystems or services are stored in the application code.	
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	All attempted logins whether successful or failed are logged within the system. This log is accessible via system report.	
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	All activities performed in the system are logged in the Aspira database with the time of the activity and the credentials of the individual who performed the activity. These logs are viewable by users with appropriate permissions but cannot be edited.	
A2.13	All logs must be kept for 90- days.	M	Yes	Standard	Aspira maintains these logs in perpetuity.	
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	The system supports the ability for a user to manually log out of both the administrative interface and the customer website, effectively ending their session. No remnants of the session remain.	
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	Software and system services are utilized only for the operation of Aspira One.	
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	Aspira utilizes encryption for all data in transit and at rest with supported secure protocols, cipher suites and certificates. Encryption within the infrastructure for production or backup data at-rest is accomplished with multiple layers of vendor supplied encryption methods for disk, files, or columns of sensitive data within databases or with Aspira developed, owned, and managed encryption methods. Aspira maintains the entire ownership of the encryption process including key management within Aspira systems.	
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	Aspira staff members have access to data that is aligned with their job duties. Access to sensitive data is tightly secured, with database access restricted to provide access to tables required to perform their job function alone. All staff requiring database access must first undergo a rigorous background check before access is permitted. Full data access is restricted to the Database Administration staff tasked with maintaining the integrity, security, and availability of the database. Staff members accessing the data must all do so over encrypted channels via dedicated bastion nodes requiring multi-factor authentication. All access to the database is audited for forensic purposes in accordance with PCI-DSS and SOC 2 regulations.	

A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	For over 30 years, Aspira has collected, managed, stored, and been trusted with hundreds of millions of personal information data points. We continually invest in the security of our systems to ensure that your data is secure. The security architecture incorporated into our online services is extensive and continually tested and enhanced. Security requirements are never degraded. In fact, every release enhances security to ensure system is updated to counter any security threats.	
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard	Aspira uses change management for every change to ensure compliance with DNCR needs, security standards, compliance standards and more.. Aspira's change management process governs how changes, including new code releases, are pushed into the production environment. The formal policy ensures that only authorized changes are made, that they are made at the approved time and in the approved manner. As part of change control, a formal separation of duties is maintained, technical and business stakeholders must approve, and agreed downtime windows and post-release testing is documented.	

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

Hardware Requirements						
State Requirements			Vendor			DNCR
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	Comments
GENERAL SPECIFICATIONS						
D1.1	Vendor shall provide hardware including mini desktop and touchscreen laptop computers, tablets, receipt printers, 3-in-1 (print, scan, copy) report printers, touch screen monitors, standard monitors, credit card swipes for computer and tablet, battery backups, and barcode scanners.	M	Yes	Standard	As your current provider, Aspira has procured the required hardware to DNCR. Additional hardware may be added if required.	
D1.2	All computers must have a minimum of 16gb of ram and i7 processors.	M	Yes	Standard	Aspira will ensure that all the computers have a minimum of 16 GB of RAM and i7 processors.	
D1.3	All credit card devices must have point-to-point encryption.	M	Yes	Standard	All credit card devices provided by Aspira have point-to-point encryption.	
D1.4	Vendor Solution must allow for credit card payments to be processed by EMV, magstripe, Apple/Google Pay, tap pay, or manual entry.	M	Yes	Standard	The credit card devices provided by Aspira support all payment types including EMV Contact, EMV Contactless, Magstripe, Contactless (e.g., Apple Pay, Android Pay) and manual entry payment methods.	
D1.5	Vendor shall warranty all hardware for the duration of the contract and any extensions	M	Yes	Standard	All hardware is warrantied for the life of the contract including contract extensions.	

D1.6	Solution should include integrated self-service sales kiosks with the ability to sell, validate, and print tickets as well as receipts on-site. Validation of tickets should include tours and advanced day use reservations, and allow for on site sales.	P	Yes	Custom	Aspira's new self-service kiosk offering solves those challenges by allowing customers to check-in, book a new reservation, and purchase day-use passes, during the day and after hours. These kiosks will help save park staff time while integrating with Aspira One to manage all reservations and reporting end-to-end. The ability to serve more customers quickly will improve customer satisfaction, support revenue growth, and further operational efficiency – letting park staff and rangers get back to what they love: sharing the beauty of the outdoors with state park visitors. It is a first of its kind convenient solution that sets us apart from hardware vendors and park solution competitors, creating another important market differentiator for Aspira. Key Software Features * User Facing * Self check-in by either signing into an account or using a reservation ID * Purchase and print a Day-Use Pass (no sign-in needed) * Book a new reservation by signing in or creating an account * Supports donation collection, using an existing annual pass or purchasing a new annual pass, and applying discounts in the purchase flow (not stand alone) * View an existing reservation by signing into an account or using a reservation ID * Accepts credit, debit, Apple Pay and Google Wallet payments * Prints transaction receipts * Admin Facing * Payment provider: FreedomPay/Ingenico Self 5000 * PCI Compliant * AspiraOne Reporting: Kiosk specific sales channel * 24/7 Proactive Monitoring to ensure kiosk is functioning properly, alerts if something is not working properly * Software support available to Kiosks remotely * Ability to push software upgrades automatically to Kiosks remotely Aspira is willing to discuss the ticketing requirements with DNCR to determine priority and scope. This will require custom development that is not currently defined in the project schedule. The anticipated cost for this effort cannot be determined without additional scoping.	
D1.7	Solution should provide options for integrated parking management Solutions such as pay stations, parking gates, and license plate recognition technology	P	yes	Custom	Aspira One allows integration with parking management solutions via pay stations, parking gates and license plate recognition. This will require custom development that is not currently defined in the project schedule. The anticipated cost for this effort cannot be determined without additional scoping.	
D1.8	When a warrantied device is deemed faulty, the vendor must provide an equivalent replacement shipped within 5 business days	M	Yes	Standard	Aspira's Warehouse Management and Logistics team oversees the asset management system. We maintain our own equipment depot (e.g. terminals, receipt printers, cash drawers, barcode scanners, card swipes, etc.) and repair center in our Dallas location. Equipment inventory, shipping, and receiving records are managed with an internal software tool. A spare pool of equipment is maintained to quickly respond to any failure in the field within 5 business days.	
D1.9	Vendor should provide a tablet that operates the Solution's mobile app, and should come equipped with a barcode scanner (independent from tablet camera) for ticket/reservation validation, and compatible credit card swipes	P	No	Custom	Aspira is willing to discuss these requirements with DNCR to determine priority and scope. This may require custom development that is not currently defined in the project schedule. The anticipated cost for this effort cannot be determined without additional scoping.	

D1.10	Tablets should be compatible with multiple cellular service providers	M	Yes	Standard	Should Aspira provide tablets as requested in D1.9, these tablets will be compatible with multiple cellular service providers.	

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

HOSTING-CLOUD REQUIREMENTS						
State Requirements			Vendor			DNCR
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	Comments
OPERATIONS						
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3)Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Yes	Standard	All Amazon Web Services data centers are compliant with the Uptime Institutes Tier III+ guidelines. AWS utilizes Availability Zones within geographic regions with each running on its own physically distinct, independent infrastructure. Connectivity between these Availability Zones is over private fiber-optic networking which allows Aspira to architect systems that can automatically fail over between Availability Zones without interruption. Aspira utilizes multiple Availability Zones to ensure we meet all disaster recovery requirements. Aspira systems operate at an overall system uptime exceeding 99.9% Aspira has multiple dedicated teams that work to ensure all aspects of the System are always operating at peak levels.	
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	Aspira utilizes Amazon Web Services (AWS) for data storage, development, relocation, and backup services. Both secure and reliable, AWS provides the highest-level industry-leading technologies and is trusted to manage mission-level workloads for scientific, security, and citizen services agencies across the Federal and State government. We use both hot copies of our systems along with ongoing snapshots which are replicated to redundant availability zones.	
H1.3	State access will be via Internet Browser	M	Yes	Standard	It is recommended to access Aspira One with the most current versions of Internet Explorer, Google Chrome, or Microsoft Edge. Our support team will provide assistance for Aspira One for users running any versions supported by Microsoft or Google.	
H1.4	At a minimum, the System should support this client configuration for field machines: i5 PC, Microsoft Windows 10, 16gb RAM and 128-bit encryption.	M	Yes	Standard	Aspira confirms that the system supports field machines configured with i5 PC, Microsoft Windows 10, 16gb RAM and 128-bit encryption.	
H1.12	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security Solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	Aspira utilizes Amazon Web Services (AWS) data center with fully redundant subsystems and compartmentalized security zones. The data centers have safeguards and robust policies in place for physical access to the buildings and security practices that meet the highest standards. Physical access to the buildings is by the use of biometrics and access cards and is granted only to those in Aspira with a need to perform tasks in the data center.	

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

H1.13	Vendor must monitor the application and all servers.	M	Yes	Standard	Every component the Aspira One System has extensive monitoring in place, providing real-time availability and performance metrics on a granular basis. Thresholds are set for each server based on CPU usage, disk space, memory consumption, thread utilization, bandwidth, disk IO, disk latency, et cetera, and immediately alert our 24x7 NOC (Network Operations Center) when those thresholds are outside their approved values based on expected volume. In addition, regular synthetic user transactions against our production URL and service endpoints are executed to detect any deviation from baseline performance and alert staff to the anomalous behavior.	
H1.14	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Yes	Standard	Aspira staff manages all database and services on all virtual servers within AWS.	
H1.15	Vendor shall install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer.	M	Yes	Standard	Aspira performs continuous security assessments across all of its solutions, which include static code scanning, dynamic application scanning, and manual penetration testing to identify and quickly remediate vulnerabilities and provide layers of threat defenses. Aspira performs full internal infrastructure level vulnerability scanning weekly and external vulnerability scanning monthly. Discovered vulnerabilities are risk ranked, prioritized, and assigned to the appropriate team for remediation. Aspira performs regular quarterly patching and updating of systems during defined maintenance periods and has defined processes for escalated updates that can arise from a newly discovered or published vulnerability. Aspira strictly follows the following phased approach with adequate "burn in" to patching to reduce risk and minimize any unplanned downtime as a result of patching.	
H1.16	Vendor shall monitor System, security, database, and application logs.	M	Yes	Standard	Aspira has a log collector that ingests all logs from all devices. Alerts/Automation are built off alerts and notify the controller or owner of said product/platform.	
H1.17	Vendor shall manage the sharing of data resources.	M	Yes	Standard	Aspira will continue to manage the sharing of data resources.	

H1.18	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	Our infrastructure and redundancy is provided through real-time replication of the database to our secondary data center. Aspira maintains a real-time replication of transactions and all data to the disaster recovery site database. The primary database is also backed up nightly to a Data Domain backup device which replicates the data to a secondary Data Domain backup device at the disaster recovery site. The configuration data is stored in a central version control repository and is backed up nightly. The backup is written to a Data Domain (http://www.datadomain.com/) device. The Data Domain device is highly redundant storage that replicates all back up data over a secure network connection to another Data Domain located at our secondary data center facility. All application and operating system logs are secured using Tripwire (http://www.tripwire.com/). They are copied in real-time to a central logging server which is also secured using Tripwire. Backups to the Data Domain are then taken from the central logging server. Application data is stored in the production database. The database is an Oracle database utilizing a fiber channel Storage Area Network (SAN) device for disk space provisioning. Backups are taken locally using Oracle RMAN and are written to local disk before being transferred along with archive re-do logs and control files to the Data Domain device. Full backups are taken on Sunday and Wednesday nights, and incremental backups are taken all other nights of the week. The production database is also replicated in real-time to a local standby database cluster at our primary site. In the event of a production database failure (e.g. loss of database disk infrastructure) the application servers would be redirected to the local standby database cluster. In the event of a total production site failure, all operations would failover to our Disaster Recovery site.	
H1.19	The Vendor shall monitor physical hardware.	M	Yes	Standard	On a regular basis we review the list of all hardware/software items to confirm EOL and EOS dates and upgrades paths with their respective vendors. Any necessary upgrades are worked into project plans and communicated to affected clients. Wherever possible, upgrades are planned to be deployed in the off-season.	
H1.20	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Yes	Standard	In the event of a security breach, Aspira will notify DNCR immediately and work with DNCR to mitigate the consequence of the breach. As a part of response procedures updates would be provided regularly to meet the needs of the State, during the remediation, restoration of services and any post-incident follow-up. Incident reports would be created by the security team and provided to ensure all information is understood equally by all sides involved. Aspira would be required to follow all guidelines put upon them for not only internal policy requirement but those for third party certifications such as PCI, these can include a third party review of an incident and the response to said incident, there would also be reports made available from this process. Full disclosure of all information, data at risk, breach level and more will be provided to DNCR. In all instances Aspira will comply with any state or federal requirements related to notifications of end users based on the severity of any data potentially disclosed.	
H1.28	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes	Standard	Aspira maintains policy and procedure documents relating to data security including a data breach policy that includes notification procedures in conformance with the State of NH RSA 359-C:20.	
DISASTER RECOVERY						

H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	Aspira maintains a documented disaster recovery plan that addresses both Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO). The solution and environment is architected to support the recovery requirements.	
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, Systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	The benefit of hosting Aspira One in AWS is that all hardware is currently in place and in the event of any failure, new systems can be spun up instantly to replace any hardware or software issues on a server.	
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	Aspira will adhere to all defined and documented back-up schedules and procedures. As described below, backup and replicated data is accessible and maintained to all the most efficient restoration should a malfunction or outage occur. Our infrastructure and redundancy is provided through real-time replication of the database to our secondary data center. Aspira maintains a real-time replication of transactions and all data to the disaster recovery site database. The primary database is also backed up nightly to a Data Domain backup device which replicates the data to a secondary Data Domain backup device at the disaster recovery site. The configuration data is stored in a central version control repository and is backed up nightly. The backup is written to a Data Domain (http://www.datadomain.com/) device. The Data Domain device is highly redundant storage that replicates all back up data over a secure network connection to another Data Domain located at our secondary data center facility. All application and operating system logs are secured using Tripwire (http://www.tripwire.com/). They are copied in real-time to a central logging server which is also secured using Tripwire. Backups to the Data Domain are then taken from the central logging server. Application data is stored in the production database. The database is an Oracle database utilizing a fiber channel Storage Area Network (SAN) device for disk space provisioning. Backups are taken locally using Oracle RMAN and are written to local disk before being transferred along with archive re-do logs and control files to the Data Domain device. Full backups are taken on Sunday and Wednesday nights, and incremental backups are taken all other nights of the week.	
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	Our infrastructure and redundancy is provided through real-time replication of the database to our secondary data center. Aspira maintains a real-time replication of transactions and all data to the disaster recovery site database. The primary database is also backed up nightly to a Data Domain backup device which replicates the data to a secondary Data Domain backup device at the disaster recovery site.	
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	Full database backups are taken once per week, incremental (differential) backups are taken daily, and archive logs are backed up every hour.	

H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	Data protection and back-ups are achieved through the combined use of both backups and real-time data replication. Oracle RMAN is used to take and manage the backup sets. Database files, archive logs, control files, and all aspects of the database system are included in the backup sets. Backups are written to a local disk subsystem and to a Data Domain device. The Data Domain device then replicates the backup to a Data Domain device at the respective Disaster Recovery site. We retain multiple backup sets both locally at the Production data center and remotely at the Disaster Recovery data center. Aspira uses Veritas NetBackup as our data protection software suite. All backups are monitored and reported on daily for success. In the event a backup job fails, the Data Protection team is notified the issue is corrected immediately.	
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	Aspira employs the use real-time data replication in addition to database logs and back-up media in order to restore the system as real-time as possible. The Recovery Point Objective (RPO) for Aspira's solution is 2 hours, while transactional replication to our DR site is real-time. Under most disaster circumstances, data loss would be minimal or non-existent. This is important with regards to the loss of data in the event of a system outage. It means two things: * No transactional data (customer purchases, etc.) will be lost as this data is replicated in real time to our Disaster Recovery site; and * The only data at risk within the system is configuration data, system settings, inventory additions, etc. that may have been added within the hour before to the disaster event taking place. The Recovery Time Objective (RTO) for Aspira's solution in the event of a disaster is four (4) hours, meaning that in the event of a complete and total data center failure, we can have you back up and running from the Disaster Recovery site within 4 hours.	
NETWORK ARCHITECTURE						
H3.1	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 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes	Standard	Aspira One has achieved over 99.99% uptime exclusive of the regularly scheduled maintenance windows.	
H3.2	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	Yes	Standard	Aspira works with the national carrier that provides multiple feeds in the service in the area to ensure the continuity of State service.	
H3.3	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Yes	Standard	Every aspect of Aspira's network architecture is redundant, removing all potential for a single points of failure.	
HOSTING SECURITY						

H4.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	Deployed resources (firewalls, servers, IDS/IPS, AWS services, applications, etc.) send log data to our Security Information and Event Management (SIEM) platform. The SIEM provides log aggregation for storage, correlation, and alerting on anomalous or suspicious activity. Log data is protected through security controls, such as encryption, integrity monitoring, auditing, and access control. Only the Information Security team has access to raw log data. Once log data is ingested into the SIEM, it cannot be modified. Log data is stored in our Security Incident & Event Management (SIEM) platform for the industry standard of 365 days. The SIEM provides 90 days of 'Hot' readily available log data and 275 days of 'Cold' archived data, which can be retrieved for forensic investigations. The log retention period provides historical forensic investigation capabilities to the Information Security team and to support client requirements. All information systems and applications are designed with integrated logging for their primary functions. Information systems and application log events include but are not limited to: • All authentication events; logging on, logging off, failed logons, etc. • All access to controlled sensitive information; read, write, modify, or delete • All administrative (privileged) functions; user management, permission changes, etc. • All network communications; allowed, dropped, or blocked • All antimalware, file integrity monitoring, intrusion detection, and other security events • All cloud service events, console logins, policy changes, network changes, intrusion attempts, etc.	
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	Aspira's system uses FIPS 140-2 compliant encryption algorithms and protocols to ensure that data in transit and at rest is adequately protected. Data in transit it encrypted using the Transport Layer Security (TLS) v1.2 cryptographic protocol with certificates to ensure transmissions and communications are properly secured. Data at rest is encrypted using Advanced Encryption Standard (AES), a symmetric encryption algorithm that uses 128-bit cryptographic key lengths to encrypt and decrypt sensitive information.	

H4.3	All servers and devices must have currently-supported and hardened operating Systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	Every component the Aspira One System has extensive monitoring in place, providing real-time availability and performance metrics on a granular basis. Thresholds are set for each server based on CPU usage, disk space, memory consumption, thread utilization, bandwidth, disk IO, disk latency, et cetera, and immediately alert our 24x7 NOC (Network Operations Center) when those thresholds are outside their approved values based on expected volume. In addition, regular synthetic user transactions against our production URL and service endpoints are executed to detect any deviation from baseline performance and alert staff to the anomalous behavior. We continually invest in the security of our systems to ensure that your data is secure. The security architecture incorporated into our online services is extensive and continually tested and enhanced. All servers and services are behind a firewall protecting them from any non-authorized users. There is also a firewall between Aspira's internal network (where the central database/payment processing system resides) and the DMZ for an added level of security. Internet users may only access web pages that are published on our web servers. The web servers themselves connect through secure socket connections, through a firewall, and into our internal network.	
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	Aspira's secure development coding standards adhere to DNCR standards and includes multiple levels of source code and application scanning. All developers are required to complete annual secure code training. All products undergo security assessments, which include static scanning, dynamic scanning, and manual penetration testing to reduce vulnerabilities and provide layers of threat defenses. Rigorous Standards & Processes to Ensure Stable Operability Internal performance standards are one of the key methods of ensuring a consistent expectation and standard of delivery. Our internal performance standards are build off of the SLAs and goals of our clients adding a wider and more comprehensive set of measures to cover the full array of business operations. Internal performance standards include: • System uptime • System/page load times • speed of answer for phone-based services • Failover test success ratio • Security/PCI/Penetration related testing (PCI, SOC, etc.) • Marketing effectiveness We use a combination of automated proprietary and third party tools and services to capture data, manage and report on performance. Tools and services we use include: General System Performance:	

					• NeoLoad for system performance and load testing • Chrome DevTools for bandwidth testing, and simulating operations on low bandwidth • Selenium WebDriver for automated tests including monitoring of page loads and alerting on any that exceed requirements. Uptime Monitoring: • LogicMonitor for systems, websites, etc • Related PagerDuty utilized to maintain on-call personnel and alerting; and • PowerIQ for monitoring power devices in locations PCI Compliance: K3DES is our Qualified Security Auditor (QSA); • Trustwave is utilized as our Approved Scanning Vendor (ASV) for quarterly scans • Clear Skies Security is a 3rd party that performs penetration testing. SOC II Audits: • LBMC 3rd party auditor for SOC II Type 2 certification. Internal Tools reviewed for both PCI and SOC: • Internally developed Identity and Access Management tool (IAM) used to manage creation and disablement of employee accounts. • TrendMicro: Provides intrusion detection, antimalware, file integrity monitoring and web reputation filtering. • AlgoSec: Monitors for changes made to firewalls, performs analysis on firewall configurations for compliance with standards. • 1Password: Utilized as a password vault for system administrators. • Microsoft Active Directory controls for user and system access privileges. • Rapid7 InsightVM (Nexpose): Vulnerability Scanning tool. • Rapid7 InsightAppSec: Dynamic Application Security Testing (DAST) • Cisco and Palo Alto firewalls: Used to isolate systems, allow only expected traffic flows, utilized in offices to protect end user systems from malicious nework traffic. • RSA Authentication Manager: Multifactor authentication utilized for employee access to privileged systems or remote access. • Checkmarx: Static Application Security Testing (SAST). • JIRA Service Desk: Internal ticketing system used to track requests and system changes. • SANS: Provider of training materials used for annual security awareness training for all employees. • Proofpoint: Email protection filtering mechanism to protect against mail delivered threats to users and systems. • LogRhythm: Centralized logging and correlation of events for continuous security monitoring and rapid incident response. • Amazon Web Services: Amazon Web Services native security controls such as, Amazon GuardDuty, CloudWatch, CloudTrail, and Config.	
H4.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes	Standard	Aspira will provide complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	

H4.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes	Standard	Aspira will work with State authorized staff to perform scheduled and random security audits, including vulnerability assessments, of the Aspira' hosting infrastructure and/or the application upon request.	
H4.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard	Deployed resources (firewalls, servers, IDS/IPS, AWS services, applications, etc.) send log data to our Security Information and Event Management (SIEM) platform. The SIEM provides log aggregation for storage, correlation, and alerting on anomalous or suspicious activity. Log data is protected through security controls, such as encryption, integrity monitoring, auditing, and access control. Only the Information Security team has access to raw log data. Once log data is ingested into the SIEM, it cannot be modified. Log data is stored in our Security Incident & Event Management (SIEM) platform for the industry standard of 365 days. The SIEM provides 90 days of 'Hot' readily available log data and 275 days of 'Cold' archived data, which can be retrieved for forensic investigations. The log retention period provides historical forensic investigation capabilities to the Information Security team and to support client requirements. All information systems and applications are designed with integrated logging for their primary functions. Information systems and application log events include but are not limited to: • All authentication events; logging on, logging off, failed logons, etc. • All access to controlled sensitive information; read, write, modify, or delete • All administrative (privileged) functions; user management, permission changes, etc. • All network communications; allowed, dropped, or blocked • All antimalware, file integrity monitoring, intrusion detection, and other security events • All cloud service events, console logins, policy changes, network changes, intrusion attempts, etc.	
H4.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	Standard	Aspira has developed secure baseline configurations based on Center for Information Security (CIS) benchmarks. Aspira enforces secure baseline configuration settings for systems in use, and new instances, through operating system images, group policies, and IT management solutions (e.g., CHEF, Systems Manager, SCCM, etc.). Compliance monitoring is performed to identify deviations from approved secure baselines and IT support teams are assigned to remediate.	
H4.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard	In the event of a security breach, Aspira will notify DNCR immediately and work to mitigate the consequence of the breach. As a part of response procedures updates would be provided regularly to meet DNCR's needs, during the remediation, restoration of services, and any post-incident follow-up. Incident reports would be created by the security team and provided to ensure all information is understood equally by all sides involved. Depending on the severity of the incident Aspira may be required to work with representatives from legal departments or law enforcement agencies.	

H4.10	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	Yes	Standard	Aspira will 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.	
H4.11	The operating System and the data base should be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, and NSA	M	Yes	Standard	Aspira utilizes security best practices and leading industry standard frameworks, such as NIST 800-53, MITRE ATT&CK, and Center for Information Security (CIS) to continually exceed these regulatory requirements and ensure the most current and emerging defensive methodologies and techniques are implemented.	
H4.12	The Vendor must provide reports to validate that redundancy is in fact in place and backup/restores are functioning.	M	Yes	Standard	Aspira agrees to provide reports or other evidence to validate that redundancy is in place and that back-up and restore processes are functioning.	
H4.15	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	Aspira confirms that it shall be solely liable for costs associated with any breach of State data housed our location(s) including but not limited to notification and any damages assessed by the courts. Aspira maintains Cyber Liability insurance to cover the costs of any security or privacy breaches, including loss or unauthorized access to State data, whether by Aspira or any of Subcontractor or cloud service provider used by Aspira.	
SERVICE LEVEL AGREEMENT						
H5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	Aspira will continue System support and maintenance shall commence upon the effective date and extend through the end of the Contract term, and any extensions thereof.	
H5.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	Aspira will continue to maintain the hardware and software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	
H5.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	Aspira will continue to repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	
H5.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating Systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	All hardware and software components used by Aspira will be fully supported by their respective manufacturers at all times. To keep up with the ever-changing threat landscape, we continually scan our infrastructure and operating systems for missing patches and new vulnerabilities. Our dedicated security team monitors alerts and updates from multiple vendors and outside services to ensure that tools being utilized to evaluate the internal and external endpoints are being properly kept up to date and secure. Our Service Delivery teams remediate findings efficiently and in accordance with our strict remediation timeframes. Monthly patch cycles are the norm, and any critical security patches are applied on an expedited basis pursuant to operational needs.	

H5.6	The Vendor shall conform to the specific deficiency class as described: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard	When classifying issues that may occur within the system, Aspira uses the following internal designations and response framework: • Sev1 (Class A Deficiency) – First update within 60 minutes. Subsequent updates every 30 minutes, or as agreed during the incident. Target resolution within 4 hours, however we will advise the State in the first few updates if it is likely to be longer. • Sev2 (Class B Deficiency) – First update within 4 business hours. Subsequent updates every 2 business hours, or as agreed during the incident. Target resolution within 48 to 72 hours, however we will advise the State in the first few updates if it is likely to be longer. • Sev3 (Class C Deficiency) – Issue will be resolved pursuant to the standard ticket resolution process. Aspira can conform to the designations requested by DNCR when communicating deficiencies to DNCR.	
H5.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M	Yes	Standard	Aspira agrees to these conditions.	
H5.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	Aspira 's hosting server will be available 24*7. Aspira will coordinate with DNCR to provide system maintenance and upgrades without impact on business operations.	
H5.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	Depending upon the situation we typically provide at least 48 hours warning to you and your users before scheduled maintenance or upgrades. Our standard change window is usually overnight on a Wednesday night; however, this can be modified to work around peak traffic periods.	

H5.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	Aspira confirms that it 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.	
H5.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	Aspira's change management process governs how changes, including to resolve critical outages, are pushed into the production environment. The formal policy ensures that only authorized changes are made, that they are made at the approved time and in the approved manner. As part of change control, a formal separation of duties is maintained, technical and business stakeholders must approve, and agreed downtime windows and post-release testing is documented. At Aspira, Change Management is not optional; it is used for every change to ensure compliance with client needs and to secure client approval. Therefore, our well-defined process can scale from simple changes to emergency changes to highly complex changes.	
H5.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	Aspira has developed a dynamic business continuity strategy to ensure core service continuity and unforeseen circumstance preparedness. In the unlikely event of a situation that results in Aspira One being unavailable, our communication and remediation plan is activated. Throughout any unplanned or emergency outage your Client Services Manager will provide regular updates including the nature of the situation, steps taken to address and if known the expected end time of the issue.	
H5.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating System patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	Aspira agrees to maintain and present to DNCR on a quarterly basis the information specified in this requirement.	
H5.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	Aspira will notify the State Project Manager at least two days prior to any system changes/updates and provide all required training to support the updates.	
H5.18	Vendor must provide ongoing hosting and technical support services to DNCR.	M	Yes	Standard	Aspira will continue to provide ongoing hosting and technical support services to DNCR.	

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

SUPPORT & MAINTENANCE REQUIREMENTS						
State Requirements			Vendor			DNCR
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	Comments
SUPPORT & MAINTENANCE REQUIREMENTS						
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	Aspira will continue to provide system support and maintenance for the current contract and to the end of a new contract term and extension thereof.	
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	Aspira will continue to maintain the hardware and software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	Aspira will repair software, or any portion thereof, so that the system operates in accordance with the specifications, terms, and requirements of the contract.	
S1.4	At a minimum, the vendor Solution must have a help-desk with the following hours: Sunday - Thursday, 8:00 a.m. to 6:00 p.m.; and Friday - Saturday, 8:00 a.m. to 9:00 p.m.	M	Yes	Standard	Aspira will continue to provide help-desk support for the following hours: Sunday - Thursday, 8:00 a.m. to 6:00 p.m.; and Friday - Saturday, 8:00 a.m. to 9:00 p.m.	
S1.5	Vendor will host a customizable training platform on which the State can set up interactive training modules for field staff	P	Yes	Standard	Effective end-user training requires a highly organized and effective operation. Concepts around recreation field training are diverse and industry specific when it comes to scheduling sessions and dealing with questions around business rules and agency specific situations. We can provide this from day one of the contract, which may be a difficult proposition for smaller vendors or custom providers with no experience in the industry. We have over 30 years of training experience – and a wealth of success and proven training methods which other vendors would struggle to top. Training modules can be created by Aspira Trainers from the material provided by DNCR and hosted on a training service platform. A training link can be provided to appropriate staff to access the content and a link to an e-signature service can be included in the final pages of course content. DNCR can see who completed the necessary training. All training modules and recorded training sessions will be available to DNCR staff through the support center. Each module is short and focused on specific functions or features of the system. This allows staff to quickly find the answers they are looking for with a self-paced approach. Always available. Online Training Modules provide on demand training for your staff, exactly at the time and place that works best for each person. These modules also serve as a great way for staff to take "refresher" courses as needed, as well as for seasonal staff to learn aspects of the system they need to interact with. For supervisory staff, we recommend specialized training classes with a train-the-trainer approach, enabling supervisors to then train their teams, as a complement to online training modules.	

S1.6	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard	When classifying issues that may occur within the system, Aspira uses the following internal designations and response framework: • Sev1 (Class A Deficiency) – First update within 60 minutes. Subsequent updates every 30 minutes, or as agreed during the incident. Target resolution within 4 hours, however we will advise the State in the first few updates if it is likely to be longer. • Sev2 (Class B Deficiency) – First update within 4 business hours. Subsequent updates every 2 business hours, or as agreed during the incident. Target resolution within 48 to 72 hours, however we will advise the State in the first few updates if it is likely to be longer. • Sev3 (Class C Deficiency) – Issue will be resolved pursuant to the standard ticket resolution process. Aspira can conform to the designations requested by DNCR when communicating deficiencies to DNCR.	
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	As a SaaS solution provider Aspira will to offer DNCR any and all program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	
S1.8	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolutions information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P	Yes	Standard	Aspira confirms that the information requested in S 1.8 shall be collected and maintained for all maintenance service calls.	
S1.9	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	Standard	Aspira will work with the state to identify and troubleshoot potentially large-scale system failures. We will collect and present the requested information in a Root Cause Analysis (RCA) document which will describe: • Issue discovery – who, what, where and when • Timeline from discovery to resolution • Issue severity and business impact • Aspira Resolution team members • Steps to resolve the current issue • Steps to prevent recurrence of the issue	

S1.10	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.	M	Yes	Standard	Aspira agrees to these conditions.	
S1.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	Aspira's change management process governs how changes, including to resolve critical outages, are pushed into the production environment. The formal policy ensures that only authorized changes are made, that they are made at the approved time and in the approved manner. As part of change control, a formal separation of duties is maintained, technical and business stakeholders must approve, and agreed downtime windows and post-release testing is documented. At Aspira, Change Management is not optional; it is used for every change to ensure compliance with client needs and to secure client approval. Therefore, our well-defined process can scale from simple changes to emergency changes to highly complex changes.	
S1.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	Aspira agrees to this definition. Aspira has developed a dynamic business continuity strategy to ensure core service continuity and unforeseen circumstance preparedness. In the unlikely event of a situation that results in Aspira One being unavailable, our communication and remediation plan is activated. Throughout any unplanned or emergency outage your Client Services Manager will provide regular updates including the nature of the situation, steps taken to address and if known the expected end time of the issue.	

S1.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	Aspira agrees to maintain and present to DNCR on a quarterly basis the information specified in this requirement.	
S1.14	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	Depending upon the situation we typically provide at least 48 hours warning to you and your users before scheduled maintenance or upgrades. Our standard change window is usually overnight on a Wednesday night; however, this can be modified to work around peak traffic periods.	
S1.15	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	Aspira will notify the State Project Manager at least two days prior to any system changes/updates and provide all required training to support the updates.	
S1.16	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard	Aspira will comply with the usage of a secure FTP site provided by the State	
S1.17	For all maintenance issues, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Yes	Standard	Aspira confirms that the information requested in S 1.8 shall be collected and maintained for all maintenance issues.	
S1.18	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Standard	Aspira will work with the state to identify and troubleshoot potentially large-scale system failures. We will collect and present the requested information in a Root Cause Analysis (RCA) document which will describe: • Issue discovery – who, what, where and when • Timeline from discovery to resolution • Issue severity and business impact • Aspira Resolution team members • Steps to resolve the current issue • Steps to prevent recurrence of the issue	

Attachment 1: 2023-072 RFP Business and Technical Requirements and Deliverables

TESTING REQUIREMENTS						
State Requirements			Vendor			DNCR
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	Comments
APPLICATION SECURITY TESTING						
T1.1	Testing of all standard applications must take place during UAT.	M	Yes	Standard	Since the Agency utilizes our proposed solution today, user acceptance testing will be focused on system changes and enhancements introduced as part of the contract renewal following the proposed project schedule. Prior to deploying these enhancements to production, the Division staff are expected to complete and sign-off on User Acceptance Testing for new features and enhancements.	
T1.2	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	Aspira has a dedicated Quality Assurance team which conducts independent reviews of the quality of all hardware and software deliverables to ensure they protect the State's website and its related data assets. They conduct product testing, performance testing, data quality checks, hardware configuration testing, and smoke testing in sprint and prior to product releases. Responsibilities of our QA team include the following: * Design and execute test plans on all applications * Record and document results and compare to expected results * Detect software failures so that defects may be discovered and corrected * Generate historical analysis of test results * Document anomalies and issues * Maintain database of software defects * Examine code and execution of code in various environments * Verify specific actions or functions of code * Operate and maintain test networks, systems, storage, and capability * Develop and document application test plans based on software requirements and technical specifications * Create meaningful error handling procedures for application code * Ensure compliance with general programming best practices, accepted web standards, and those standards set forth by upstream sources * Participate in application planning meetings * Ensure data integrity standards * Perform systematic, structured, documented, and regular reviews, walkthroughs, or inspections	
T1.3	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	Aspira agrees to provide documentation of security testing as appropriate.	

T1.4	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a System or application for security purposes and the validation of users.	M	Yes	Standard	Aspira agrees to provide evidence that supports the fact that identification and authentication testing has been recently accomplished. Aspira has comprehensive Identify & Access Management (IAM) processes tightly woven into Human Resources (HR) processes to ensure that user access is properly provisioned and deprovisioned in a timely manner. When a user joins the organization, the hiring manager enters an IT Service Desk ticket which goes through several layers of approval before being processed by our internal IAM platform to automatically provision access. When a user leaves the organization, the employees manager enters a termination ticket into the IT Service Desk platform. The Aspira IAM platform will automatically disable all user access on the date/time submitted within the ticket, either immediately, or on the users last day/time of employment. Aspira maintains a custom Identity and Access Management (IAM) platform for access provisioning and deprovisioning, privilege assignment, and quarterly auditing. Aspira's IAM platform is integrated with the IT Service Management platform to provide automated account management, such as provisioning access for new hires, assigning or unassigning permissions for role transfers, and deprovisioning access for terminated users. Aspira support staff only have access to data that is aligned with their job duties and is managed through Role Based Access Control (RBAC) technical controls. Role Based Access Control (RBAC) is implemented through directory services, federation, and through our Identify & Access Management (IAM) platform. Aspira employees accessing the data or information systems must all do so over encrypted channels via dedicated bastion nodes requiring multi-factor authentication. Aspira One establishes individualized, secure logins and passwords for all authorized users for flexible, role-based security. User accounts can be configured based on needs for segregation of duties, permissions, locations, or other factors required. Aspira users with access to designated client data spaces are assigned access based on required job duties, require approvals to be granted access and have that access audited on a regular basis to ensure any changes in job responsibilities continue to be matched to assigned job duties.	
T1.5	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	Standard	Aspira performs testing and monitoring for access control. All authentication events; logging on, logging off, failed logons, etc. are tracked in our Security Information and Event Management (SIEM) platform. The SIEM provides log aggregation for storage, correlation, and alerting on anomalous or suspicious activity.	
T1.6	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard	Aspira One uses FIPS 140-2 compliant encryption algorithms and protocols to ensure that data in transit and at rest is adequately protected. Data in transit it encrypted using the Transport Layer Security (TLS) v1.2 cryptographic protocol with certificates to ensure transmissions and communications are properly secured. Data at rest is encrypted using Advanced Encryption Standard (AES), a symmetric encryption algorithm that uses 128-bit cryptographic key lengths to encrypt and decrypt sensitive information. Validating encryption requirements are part of our standard testing procedure.	
T1.7	Test the Intrusion Detection; supports the detection of illegal entrance into a computer System.	M	Yes	Standard	Aspira performs testing for intrusion detection. All antimalware, file integrity monitoring, intrusion detection, and other security events along with all cloud service events, console logins, policy changes, network changes, intrusion attempts, etc are tracked in our Security Information and Event Management (SIEM) platform. The SIEM provides log aggregation for storage, correlation, and alerting on anomalous or suspicious activity.	

T1.8	Test the Verification feature; supports the confirmation of authority to enter a computer System, application or network.	M	Yes	Standard	Aspira performs rigorous testing on user verification to meet this requirement	
T1.9	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	Aspira performs rigorous testing on user management to meet this requirement	
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard	Aspira performs rigorous testing on role/privilege management to meet this requirement	
T1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or System.	M	Yes	Standard	Aspira performs rigorous testing on audit capture and analysis to meet this requirement	
T1.12	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	Aspira performs rigorous testing on input validation to meet this requirement. Test cases use random values that cover each of the following test types: positive cases use valid inputs in expected ranges using combinations of required and optional fields/preconditions; negative tests cover invalid data/values, values outside of permitted ranges, incorrect data types, missing required inputs/preconditions, and other error conditions; boundary values test at the edge of permitted ranges (at range limits, +1, -1). Further tests are derived from OWASP Top 10 risks based on the feature under test. Rapid7 InsightAppSec performs Parameter fuzz testing during DAST for input validation to identify exposure to injection attacks or code execution.	
T1.13	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	Yes	Standard	Aspira's secure development coding standards adhere to OWASP standards and includes multiple levels of source code and application scanning. All developers are required to complete annual secure code training. All products undergo security assessments, which include static scanning, dynamic scanning, and manual penetration testing to reduce vulnerabilities and provide layers of threat defenses. Tools such as CheckMarx and SonarQube are employed in our delivery pipeline to identify issues before code is committed in a release.	
T1.14	Provide the State with validation of 3rd party security reviews performed on the application and System environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard	Aspira will provide the state with results of all 3rd party security reviews performed on the application and system environment.	

T1.15	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	The Aspira system is already in production for DNCR. Nevertheless, Aspira can provide results of security testing to DoIT for review.	
T1.16	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	Aspira will provide the documented procedure for moving application modifications from UAT to production.	
STANDARD TESTING						

T2.1	The Vendor must test the software and the System using an industry standard and State approved testing methodology.	M	Yes	Standard	In Aspira's Software Development Life Cycle (SDLC), testing occurs in parallel with software development. Members of the software QA team are equal members of the scrums teams tasked with implementing product functionality. The testing process begins with user story reviews with BAs and Developers where the QA team assesses stories for testability and clarifies any questions about the functionality, design, or potential implementations. Using information gathered in the story reviews, acceptance criteria, use cases and other product documentation, the QA team then writes test cases for the new functionality. Test cases are stored in a test management system which allows for links between test cases and requirements to be maintained. These links allow the testers to identify related areas of the application to be reviewed. Test cases in these other areas of the application may need to be updated and/or included when testing the story under test. Test case development occurs in parallel with application development. While developers are implementing code, testers are writing test cases. Test cases are reviewed with Developers and BAs/Product Owner to verify test coverage and ensure test procedures align with BA's acceptance criteria and Development's implementation. Application builds are deployed into QA test environments daily. With each deployment, an automated smoke test is executed to identify any blocking issues in critical application functionality. The QA team works through verifying any defects marked as fixed and begins executing test cases for any stories marked as implemented in the build. All test case executions are tracked. Any failed test cases are investigated to determine whether the test procedure, application or requirement is at fault. Either the test case is updated and re-executed, or a defect report is filed in an issue tracking system (Jira). All issues in Jira are tracked to resolution. A defect resolution may trigger a test case update but will always trigger a retest of the issue. The ticket is reopened if the defect was not fully resolved or closed if the system now functions correctly.	

T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard	Performance and stress testing of the application begins when all planned changes for a release have been implemented. This testing is focused on verifying that page response times and end-to-end transaction volume meet requirements. A dedicated team of performance test engineers write the performance test scripts in NeoLoad. The tests simulate a large number of virtual users completing a defined workflow such as booking a campsite. Tests are executed in a dedicated performance test environment that is sized comparably to the production environment (same number and capability of servers). Resource usage on all application servers, databases and test runners are closely monitored throughout the test. Test results are analyzed to determine that requirements have been met and that resource usage is within acceptable limits. Any anomaly in test results or resource usage is investigated as a potential defect. Test results that fail to meet requirements are reported as a bug and tracked to resolution using the same process used for functional bugs.	
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	Application and configuration data are copied from production on a regular basis and scrubbed of PCI and PII before being loaded into the non-production environments. Additional test data is then loaded into these environments to support whatever tests are being run. This regular refresh keeps the non-production environments current, wipes clean any irrelevant test data, and allows regression tests to detect issues with the current production configuration data.	

T2.4	The vendor must define and test disaster recovery procedures."	M	Yes	Standard	Aspira One consistently maintains in excess of 99.9% uptime. Our solution is architected to be highly available through fully redundant application infrastructure, core infrastructure and network infrastructure. To mitigate the risk of extended service disruptions through catastrophic events in our Primary AWS Region infrastructure, Aspira has developed a dynamic disaster recovery strategy to ensure core service continuity and unforeseen circumstance preparedness. Should an event result in Aspira One being unavailable for an extended period of time, the Disaster Recovery plan is activated in order to switch over operations to the standby site. Aspira's call center services are provided through a virtual network comprised of geographically separated brick and mortar call centers along with work-at-home agents located around the country. In the event of a disaster impacting one location or region, calls are routed to alternate trained resources location in areas unaffected by the disaster. Rather than relying solely on backups, Aspira's production database is replicated in real time to a local standby database at our primary site and is also replicated to a remote standby database located in our disaster recovery location. In the event of a production database failure (e.g., loss of database disk infrastructure), the application servers would be redirected to the local standby database cluster. In the event of a total production site failure, all operations would failover to our Disaster Recovery site. Aspira conducts simulated Disaster Recovery tests to confirm the validity of our Disaster Recovery plan. During the simulated failover, one of the redundant databases in our Secondary AWS Region is put into an open state, and the web, app, and ancillary tiers are brought online. Our internal teams put the environment through a rigorous series of automated and manual tests to verify full functionality of the system. After the test has concluded, the systems are placed into a standby mode, and the database put back into full recovery mode with the databases in the Primary Region. Aspira also performs database backup restore tests in ancillary environments on a quarterly basis to validate the integrity of our backups. While backups are a redundant measure given the high availability architecture Aspira One is built upon, the rigorous backup jobs are extensively monitored, and staff are notified upon successful backup completion or alerted, in the unlikely event that any aspect of a backup deviate from normal, or any errors occur during the backup process.	
T2.5	Test the interface between vendor's Solution and State Central Financial System (NHFirst) and insure database is accurate.	M	Yes	Standard	Interface testing is part of Aspira's standard testing process. Interfaces will be configured and tested based on NHFirst requirements.	

T2.6	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a System or application for security purposes and the validation of users	M	Yes	Standard	Aspira performs rigorous testing on identification and authentication to meet this requirement	

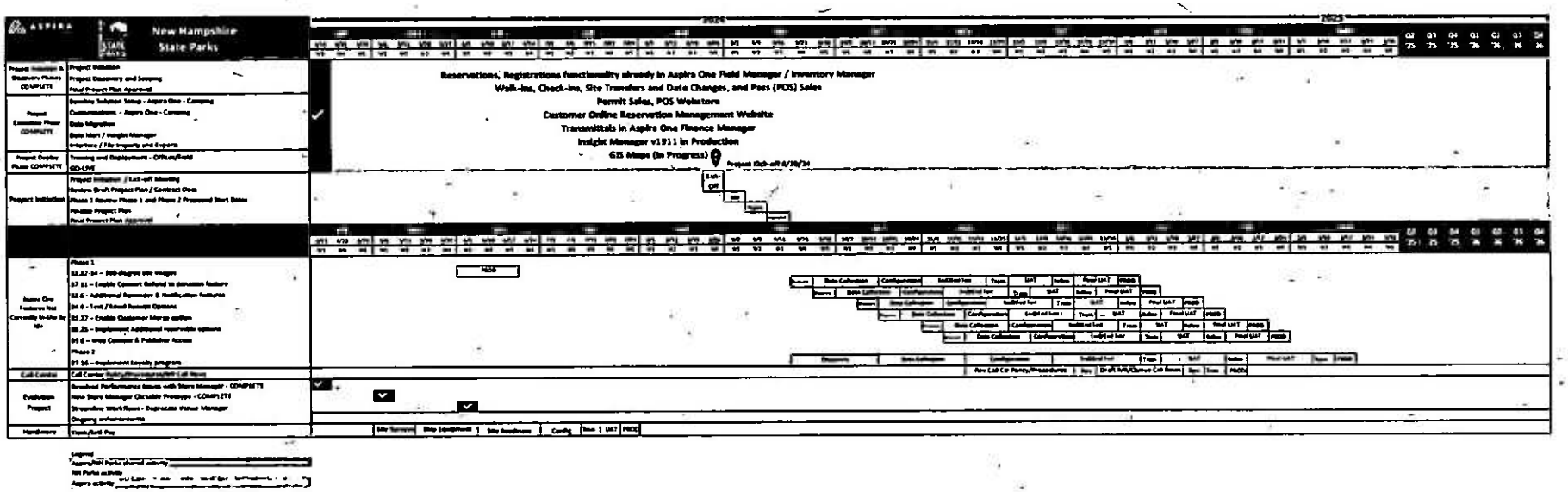
PROJECT MANAGEMENT						
State Requirements			Vendor			DNCR
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	Comments
PROJECT MANAGEMENT						
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	Aspira's project management team will coordinate with DNCR to schedule a "project kickoff" meeting. The meeting is held to achieve the following: • Review and confirm project objective and scope. • Identify project management and executive team (NH and Aspira) roles and responsibilities. • Prepare for (or start) the discovery and planning phases.	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	Aspira will provide Project Staff as specified in the RFP.	
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard	Aspira will submit a finalized work plan within ten (10) days after Contract award and approval by Governor and Council. The plan shall be updated no less than every two weeks.	
	Vendor will maintain all user, technical, and System documentation as well as project schedules, plans, status reports, and correspondence. Vendor response shall describe the formats that will be used to produce the project documentation.		Yes	Standard	Aspira maintains and can provide all user, technical and solution documentation related to this project and the Aspira One solution. In addition, we will provide comprehensive documentation related to project schedules, plans, status reports and all correspondence between Aspira and Division stakeholders. These documents and artifacts will be provided in various formats depending on the type of artifact: * MS Outlook email messages - correspondence and status reports * MS Word - scope documents and requirements * MS Excel and MS Project documents - schedules and timelines * MS PowerPoint - presentations * MS Teams Recordings - discovery sessions, demonstrations * Adobe PDF documents - end user, technical and solution documentation	

P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	Aspira will prepare and provide detailed bi-weekly status reports which include a summary of the previous month's activities, accomplishments, milestone progress, deliverables, issues and risks, upcoming actions and expenses incurred year-to-date.	
P1.5	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	Yes	Standard	All documentation related to the project will be stored in a DNCR accessible SharePoint site managed by Aspira's project management team. All system and user documentation is accessible directly through the application itself as downloadable PDF documents.	

ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET			
	ACTIVITY, DELIVERABLE, OR MILESTONE	PROJECTED DELIVERY DATE	MILESTONE PAYMENT
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Fri 8/30/24	N.A. to transaction based pricing
2	Draft Work Plan	Fri 8/30/24	N.A. to transaction based pricing
3	Project Status Reports	Ongoing	N.A. to transaction based pricing
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	N.A. to an Existing Client	N.A. to transaction based pricing
5	Security Plan	Fri 8/30/24	N.A. to transaction based pricing
6	Communications and Change Management Plan	Fri 8/30/24	N.A. to transaction based pricing
7	Software Configuration Plan	Fri 8/30/24	N.A. to transaction based pricing
8	Systems Interface Plan and Design/Capability	Fri 8/30/24	N.A. to transaction based pricing
9	Testing Plan	Fri 8/30/24	N.A. to transaction based pricing
10	Data Conversion Plan and Design	N.A. to an Existing Client	N.A. to transaction based pricing
11	Deployment Plan	N.A. to an Existing Client	N.A. to transaction based pricing
12	Comprehensive Training Plan and Curriculum	Ongoing	N.A. to transaction based pricing
13	End User Support Plan	Fri 8/30/24	N.A. to transaction based pricing
14	Business Continuity Plan	Fri 8/30/24	N.A. to transaction based pricing
15	Documentation of Operational Procedures	Fri 8/30/24	N.A. to transaction based pricing
INSTALLATION			
16	Provide Software Licenses (if needed)	N.A. to an Existing Client	N.A. to transaction based pricing

17	Provide Fully Tested Data Conversion Software	N.A. to an Existing Client	N.A. to transaction based pricing
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	N.A. to an Existing Client	N.A. to transaction based pricing
TESTING			
19	Conduct Integration Testing	Fri 9/13/24	N.A. to transaction based pricing
20	Conduct User Acceptance Testing	Ongoing	N.A. to transaction based pricing
21	Perform Production Tests	Fri 10/18/24	N.A. to transaction based pricing
22	Test In-Bound and Out-Bound Interfaces	Fri 8/30/24	N.A. to transaction based pricing
23	Conduct System Performance (Load/Stress) Testing	N.A. to an Existing Client	N.A. to transaction based pricing
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	N.A. to an Existing Client	N.A. to transaction based pricing
System DEPLOYMENT			
25	Converted Data Loaded into Production Environment	N.A. to an Existing Client	N.A. to transaction based pricing
26	Provide Tools for Backup and Recovery of all Applications and Data	N.A. to an Existing Client	N.A. to transaction based pricing
27	Conduct Training	Fri 9/6/24	N.A. to transaction based pricing
28	Cutover to New Software	N.A. to an Existing Client	N.A. to transaction based pricing
29	Provide Documentation	Fri 10/11/24	N.A. to transaction based pricing
30	Execute Security Plan	N.A. to an Existing Client	N.A. to transaction based pricing
OPERATIONS			
31	Ongoing Hosting Support	N.A. to an Existing Client	N.A. to transaction based pricing
32	Ongoing Support & Maintenance	N.A. to an Existing Client	N.A. to transaction based pricing
33	Conduct Project Exit Meeting	Fri 11/22/24	N.A. to transaction based pricing
		TOTAL COST	**N.A. to transaction based pricing**

Attachment 2: NH Implementation Plan



PCI Security Standards Council

Payment Card Industry
Data Security Standard

Attestation of Compliance for Report on Compliance – Service Providers

Version 4.0

Revision 1

Publication Date: December 2022

PCI DSS v4.0 Attestation of Compliance for Report on Compliance – Service Providers

Entity Name: RA Outdoors, LLC

Assessment End Date: 08/16/2024

Date of Report as noted in the Report on Compliance: 08/16/2024

PCI Security Standards Council

Section 1 Assessment Information

Instructions for Submission

This Attestation of Compliance (AOC) must be completed as a declaration of the results of the service provider's assessment against the *Payment Card Industry Data Security Standard (PCI DSS) Requirements and Testing Procedures* ("Assessment"). Complete all sections. The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the entity(ies) to which this AOC will be submitted for reporting and submission procedures.

This AOC reflects the results documented in an associated Report on Compliance (ROC). Associated ROC sections are noted in each AOC Part/Section below.

Capitalized terms used but not otherwise defined in this document have the meanings set forth in the PCI DSS Report on Compliance Template.

Part 1. Contact Information	
Part 1a. Assessed Entity (ROC Section 1.1)	
Company name:	RA Outdoors LLC
DBA (doing business as):	Aspira
Company mailing address:	717 N Harwood St #2400, Dallas, TN 75201
Company main website:	https://aspiraconnect.com/
Company contact name:	Kenneth Hugdahl
Company contact title:	Director of Technology Operations, IT Management
Contact phone number:	317-509-0161
Contact e-mail address:	Kenneth.hugdahl@aspiraconnect.com
Part 1b. Assessor (ROC Section 1.1)	
Provide the following information for all assessors involved in the Assessment. If there was no assessor for a given assessor type, enter Not Applicable.	
PCI SSC Internal Security Assessor(s)	
ISA name(s):	
Qualified Security Assessor	
Company name:	LBMC, PC
Company mailing address:	201 Franklin Rd, Brentwood, TN 37027
Company website:	https://www.lbmc.com/
Lead Assessor name:	Andy Kerr
Assessor phone number:	615-762-3152
Assessor e-mail address:	Andy.kerr@lbmc.com
Assessor certificate number:	PCI QSA, Certificate No. 204-883

PCI Security Standards Council

Part 2. Executive Summary

Part 2a. Scope Verification

Services that were INCLUDED in the scope of the Assessment (select all that apply):

Name of service(s) assessed:	Aspira One (Payment Processing)	
Type of service(s) assessed:		
Hosting Provider: ☐ Applications / software ☐ Hardware ☐ Infrastructure / Network ☐ Physical space (co-location) ☐ Storage ☐ Web-hosting services ☐ Security services ☐ 3-D Secure Hosting Provider ☐ Multi-Tenant Service Provider ☐ Other Hosting (specify):	**Managed Services:** ☐ Systems security services ☐ IT support ☐ Physical security ☐ Terminal Management System ☐ Other services (specify):	**Payment Processing:** ☒ POI / card present ☒ Internet / e-commerce ☒ MOTO / Call Center ☐ ATM ☐ Other processing (specify):
☐ Account Management	☐ Fraud and Chargeback	☐ Payment Gateway/Switch
☐ Back-Office Services	☐ Issuer Processing	☐ Prepaid Services
☐ Billing Management	☐ Loyalty Programs	☐ Records Management
☐ Clearing and Settlement	☐ Merchant Services	☐ Tax/Government Payments
☐ Network Provider		
☐ Others (specify):		

Note: *These categories are provided for assistance only and are not intended to limit or predetermine an entity's service description. If these categories do not apply to the assessed service, complete "Others." If it is not clear whether a category could apply to the assessed service, consult with the entity(ies) to which this AOC will be submitted.*

PCI Security Standards Council

Part 2a. Scope Verification *(continued)*

Services that are provided by the service provider but were NOT INCLUDED in the scope of the Assessment (select all that apply):

Name of service(s) not assessed:	AspiraFocus, Minnesota H&F, Firefly, Reserve America

Type of service(s) not assessed:

Hosting Provider:	**Managed Services:**	**Payment Processing:**
☐ Applications / software	☐ Systems security services	☐ POI / card present
☐ Hardware	☐ IT support	☒ Internet / e-commerce
☐ Infrastructure / Network	☐ Physical security	☒ MOTO / Call Center
☐ Physical space (co-location)	☐ Terminal Management System	☐ ATM
☐ Storage	☐ Other services (specify):	☐ Other processing (specify):
☐ Web-hosting services		
☐ Security services		
☐ 3-D Secure Hosting Provider		
☐ Multi-Tenant Service Provider		
☐ Other Hosting (specify):		
☐ Account Management	☐ Fraud and Chargeback	☐ Payment Gateway/Switch
☐ Back-Office Services	☐ Issuer Processing	☐ Prepaid Services
☐ Billing Management	☐ Loyalty Programs	☐ Records Management
☐ Clearing and Settlement	☐ Merchant Services	☐ Tax/Government Payments
☐ Network Provider		

☐ Others (specify):

Provide a brief explanation why any checked services were not included in the Assessment:	These other products and services are separate and distinct from this assessment for Aspira One.

Part 2b. Description of Role with Payment Cards (ROC Section 2.1)

Describe how the business stores, processes, and/or transmits account data.	Encrypted PAN data is stored for reference only by the Customer Service groups in assisting customers registering for Aspira One services. No sensitive authentication data is retained or stored by Aspira One. Services that are exclusively Aspira are noted as such. The centralized call center (CCC) can view cardholder data only on payment processor sites. RA Outdoors, LLC (Aspira) customers, call center, and field agents' orders are transmitted via the Aspira One website protected by TLS 1.2 encryption.

	Only the PAN, customer name, and expiration date are entered into the web site for Internet and call center transactions. For field transactions, the field agent will enter the PAN, name, and expiration data into the web site for the customer. As a courtesy to its customers, RA Outdoors has a call center to allow sales call center representatives to access the Aspira One e-commerce website to assist customers with making reservations. All other transmissions, including point-of-sale and external e-commerce transmissions, are also for reservation transactions.
Describe how the business is otherwise involved in or has the ability to impact the security of its customers' account data.	N/A
Describe system components that could impact the security of account data.	Web Servers, Application Servers, Databases, Firewalls, Admin Workstations, POI devices

Part 2c. Description of Payment Card Environment	
Provide a high-level description of the environment covered by this Assessment. *For example:* • *Connections into and out of the cardholder data environment (CDE).* • *Critical system components within the CDE, such as POI devices, databases, web servers, etc., and any other necessary payment components, as applicable.* • *System components that could impact the security of account data.*	LBMC reviewed all systems associated with the Aspira One line of business and its interaction with cardholder environment (CDE). The environment covered by this assessment is an a cloud, and on premises environment designed to securely process, store, and transmit cardholder data within the defined Cardholder Data Environment (CDE). The eCommerce CDE is entirely hosted in AWS, segmented into multiple Virtual Private Clouds (VPCs) to ensure robust network isolation and security. Critical connections into and out of the CDE are controlled through Palo Alto firewalls, which protect both internal and edge segments of the network. These firewalls, along with IDS/IPS systems, ensure that only authorized traffic enters or leaves the CDE, effectively safeguarding the cardholder data from external threats. Within the in scope environments, several critical system components play a vital role in the secure handling of payment data. 1.) Point of Interaction (POI) devices, such as Ingenico iPP332 and IPP350 terminals, are deployed at physical locations (State Parks) to process card-present transactions. 2.) eCommerce

	transactions are securely transmitted through the network and are supported by Linux and Windows servers, which host web applications, databases, and other critical services. The environment utilizes Oracle Databases for securely storing cardholder data, with AES 128-bit encryption applied both in-flight and at rest to protect sensitive information from unauthorized access. To further enhance the security of the account data, the environment includes multiple layers of security controls. Bastion hosts with multi-factor authentication are used to restrict administrative access to the CDE, ensuring that only authorized personnel can manage the environment. Additionally, comprehensive logging and monitoring are performed by LogRhythm, which tracks all access and activities within the CDE. The environment also employs Cisco VPNs for secure remote access, and Crowdstrike's anti-virus and intrusion detection systems to monitor and protect against malware and other security threats.
Indicate whether the environment includes segmentation to reduce the scope of the Assessment. (Refer to the "Segmentation" section of PCI DSS for guidance on segmentation)	☒ Yes ☐ No

Part 2d. In-Scope Locations/Facilities
(ROC Section 4.6)

List all types of physical locations/facilities (for example, corporate offices, data centers, call centers and mail rooms) in scope for this Assessment.

Facility Type	Total Number of Locations (How many locations of this type are in scope)	Location(s) of Facility (city, country)
Example: Data centers	*3*	*Boston, MA, USA*
Corporate Office	1	Dallas, TX
Call Centers	3	Dallas, TX Frostburg, MD
AWS	1	AWS
State Parks	31	Alaska Parks Alberta HF Charleston County Parks Colorado Parks + HF

		Estes Valley Parks Florida Forest Service Parks Idaho Parks Indiana Parks Inyo Parks Iowa Parks Kansas Parks Kentucky Parks Kettle Creek Parks Larimer County Parks Manitoba HF Montana Parks New Hampshire Parks New Mexico Parks New York Parks Northern Virginia Parks Oconee County Parks Private Campgrounds Parks Rhode Island Parks Saskatchewan HF Utah Parks Vermont Parks Wyoming Parks

Part 2e. PCI SSC Validated Products and Solutions
(ROC Section 3.3)

Does the entity use any item identified on any PCI SSC Lists of Validated Products and Solutions*?

☒ Yes ☐ No

Provide the following information regarding each item the entity uses from PCI SSC's Lists of Validated Products and Solutions:

Name of PCI SSC-validated Product or Solution	Version of Product or Solution	PCI SSC Standard to which Product or Solution Was Validated	PCI SSC Listing Reference Number	Expiry Date of Listing
FreedomPay	06.80.05-0033	PCI Point-to-Point Encryption (P2PE)™ Solutions	2022-00909.011	2025-10-19
				YYYY-MM-DD
				YYYY-MM-DD
				YYYY-MM-DD
				YYYY-MM-DD
				YYYY-MM-DD

* For purposes of this document, "Lists of Validated Products and Solutions" means the lists of validated products, solutions, and/or components, appearing on the PCI SSC website (www.pcisecuritystandards.org) (for example, 3DS Software Development Kits, Approved PTS Devices, Validated Payment Software, Payment Applications (PA-DSS), Point to Point Encryption (P2PE) solutions, Software-Based PIN Entry on COTS (SPoC) solutions, and Contactless Payments on COTS (CPoC) solutions).

Part 2f. Third-Party Service Providers (ROC Section 4.4)	
For the services being validated, does the entity have relationships with one or more third-party service providers that:	
• Store, process, or transmit account data on the entity's behalf (for example, payment gateways, payment processors, payment service providers (PSPs, and off-site storage))	☒ Yes ☐ No
• Manage system components included in the entity's Assessment (for example, via network security control services, anti-malware services, security incident and event management (SIEM), contact and call centers, web-hosting companies, and IaaS, PaaS, SaaS, and FaaS cloud providers)	☐ Yes ☒ No
• Could impact the security of the entity's CDE (for example, vendors providing support via remote access, and/or bespoke software developers).	☐ Yes ☒ No

If Yes:

Name of Service Provider:	Description of Services Provided:
Amazon Web Service	Hosting Cloud Services
Cyber Source	Payment Processing
Paymentech	Payment Processing
Freedom Pay	Payment Processing
Active Merchant Services	Payment Processing
First Data Merchant Services (FDMS)	Payment Processing

Note: *Requirement 12.8 applies to all entities in this list.*

PCI Security Standards Council

Part 2g. Summary of Assessment
(ROC Section 1.8.1)

Indicate below all responses provided within each principal PCI DSS requirement.

PCI DSS Requirement	Requirement Finding More than one response may be selected for a given requirement. Indicate all responses that apply.				Select If Below Method(s) Was Used	
	In Place	Not Applicable	Not Tested	Not in Place	Customized Approach	Compensating Controls
Requirement 1:	☒	☐	☐	☐	☐	☐
Requirement 2:	☒	☐	☐	☐	☐	☐
Requirement 3:	☒	☐	☒	☐	☐	☐
Requirement 4:	☒	☐	☒	☐	☐	☐
Requirement 5:	☒	☐	☒	☐	☐	☐
Requirement 6:	☒	☐	☒	☐	☐	☐
Requirement 7:	☒	☐	☒	☐	☐	☐
Requirement 8:	☐	☐	☒	☐	☐	☐
Requirement 9:	☒	☐	☒	☐	☐	☐
Requirement 10:	☒	☐	☒	☐	☐	☐
Requirement 11:	☒	☐	☒	☐	☐	☐
Requirement 12:	☒	☐	☒	☐	☐	☐
Appendix A1:	☐	☐	☒	☐	☐	☐
Appendix A2:	☐	☐	☒	☐	☐	☐

Section 2 Report on Compliance

(ROC Sections 1.2 and 1.3.2)

Date Assessment began: ***Note:*** *This is the first date that evidence was gathered, or observations were made.*			04/04/2024
Date Assessment ended: ***Note:*** *This is the last date that evidence was gathered, or observations were made.*			08/16/2024
Were any requirements in the ROC unable to be met due to a legal constraint?			☐ Yes ☒ No
Were any testing activities performed remotely? If yes, for each testing activity below, indicate whether remote assessment activities were performed:			☒ Yes ☐ No
• Examine documentation	☒ Yes	☐ No	
• Interview personnel	☒ Yes	☐ No	
• Examine/observe live data	☒ Yes	☐ No	
• Observe process being performed	☒ Yes	☐ No	
• Observe physical environment	☒ Yes	☐ No	
• Interactive testing	☒ Yes	☐ No	
• Other:	☐ Yes	☐ No	

PCI Security Standards Council

Section 3 Validation and Attestation Details

Part 3. PCI DSS Validation (ROC Section 1.7)

This AOC is based on results noted in the ROC dated *(Date of Report as noted in the ROC 08/16/2024).*

Indicate below whether a full or partial PCI DSS assessment was completed:

☒ **Full Assessment** – All requirements have been assessed and therefore no requirements were marked as Not Tested in the ROC.

☐ **Partial Assessment** – One or more requirements have not been assessed and were therefore marked as Not Tested in the ROC. Any requirement not assessed is noted as Not Tested in Part 2g above.

Based on the results documented in the ROC noted above, each signatory identified in any of Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document *(select one):*

☒	**Compliant:** All sections of the PCI DSS ROC are complete, and all assessed requirements are marked as being either In Place or Not Applicable, resulting in an overall **COMPLIANT** rating; thereby *RA Outdoors LLC* has demonstrated compliance with all PCI DSS requirements except those noted as Not Tested above.
☐	**Non-Compliant:** Not all sections of the PCI DSS ROC are complete, or one or more requirements are marked as Not in Place, resulting in an overall **NON-COMPLIANT** rating; thereby *(Service Provider Company Name)* has not demonstrated compliance with PCI DSS requirements. **Target Date** for Compliance: YYYY-MM-DD An entity submitting this form with a Non-Compliant status may be required to complete the Action Plan in Part 4 of this document. Confirm with the entity to which this AOC will be submitted before completing Part 4.
☐	**Compliant but with Legal exception:** One or more assessed requirements in the ROC are marked as Not in Place due to a legal restriction that prevents the requirement from being met and all other assessed requirements are marked as being either In Place or Not Applicable, resulting in an overall **COMPLIANT BUT WITH LEGAL EXCEPTION** rating; thereby *(Service Provider Company Name)* has demonstrated compliance with all PCI DSS requirements except those noted as Not Tested above or as Not in Place due to a legal restriction. This option requires additional review from the entity to which this AOC will be submitted. *If selected, complete the following:*

Affected Requirement	Details of how legal constraint prevents requirement from being met

PCI Security Standards Council

Part 3a. Service Provider Acknowledgement

Signatory(s) confirms:
(Select all that apply)

☒	The ROC was completed according to *PCI DSS*, Version 4.0 and was completed according to the instructions therein.
☒	All information within the above-referenced ROC and in this attestation fairly represents the results of the Assessment in all material respects.
☒	PCI DSS controls will be maintained at all times, as applicable to the entity's environment.

Part 3b. Service Provider Attestation

DocuSigned by:
Ken Hugdahl
E288EF93DE6D484...

Signature of Service Provider Executive Officer ↑	Date: 8/22/2024
Service Provider Executive Officer Name: Kenneth Hugdal	Director of Technology Operations, IT Management

Part 3c. Qualified Security Assessor (QSA) Acknowledgement

If a QSA was involved or assisted with this Assessment, indicate the role performed:	☒ QSA performed testing procedures.
	☐ QSA provided other assistance. If selected, describe all role(s) performed:

DocuSigned by:
B917A41896E1432...

Signature of Lead QSA ↑	Date: 8/22/2024
Lead QSA Name: Andrew Kerr	

DocuSigned by:
1EE3928F5348491...

Signature of Duly Authorized Officer of QSA Company ↑	Date: 8/22/2024
Duly Authorized Officer Name: Stewart Fey	QSA Company: LBMC, PC

Part 3d. PCI SSC Internal Security Assessor (ISA) Involvement

If an ISA(s) was involved or assisted with this Assessment, indicate the role performed:	☐ ISA(s) performed testing procedures.
	☐ ISA(s) provided other assistance. If selected, describe all role(s) performed:

Part 4. Action Plan for Non-Compliant Requirements

Only complete Part 4 upon request of the entity to which this AOC will be submitted, and only if the Assessment has Non-Compliant results noted in Section 3.

If asked to complete this section, select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement below. For any "No" responses, include the date the entity expects to be compliant with the requirement and provide a brief description of the actions being taken to meet the requirement.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If "NO" selected for any Requirement)
		YES	NO	
1	Install and maintain network security controls	☐	☐	
2	Apply secure configurations to all system components	☐	☐	
3	Protect stored account data	☐	☐	
4	Protect cardholder data with strong cryptography during transmission over open, public networks	☐	☐	
5	Protect all systems and networks from malicious software	☐	☐	
6	Develop and maintain secure systems and software	☐	☐	
7	Restrict access to system components and cardholder data by business need to know	☐	☐	
8	Identify users and authenticate access to system components	☐	☐	
9	Restrict physical access to cardholder data	☐	☐	
10	Log and monitor all access to system components and cardholder data	☐	☐	
11	Test security systems and networks regularly	☐	☐	
12	Support information security with organizational policies and programs	☐	☐	
Appendix A1	Additional PCI DSS Requirements for Multi-Tenant Service Providers	☐	☐	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS for Card-Present POS POI Terminal Connections	☐	☐	

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **778830**

Certificate Number: **0006744794**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of July A.D. 2024.

David M. Scanlan

Secretary of State

Business Information

Business Details

Business Name:	RA OUTDOORS, LLC	Business ID:	778830
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	09/14/2017	Name in State of Formation:	RA OUTDOORS, LLC
Date of Formation in Jurisdiction:	08/15/2017		
Principal Office Address:	717 N. Harwood Street, 23rd Floor, Dallas, TX, 75201, USA	Mailing Address:	717 N. Harwood Street, 23rd Floor, Dallas, TX, 75201, USA
Citizenship / State of Formation:	Foreign/Delaware		
		Last Annual Report Year:	2024
		Next Report Year:	2025
Duration:	Not Stated		
Business Email:	annualreports@cscglobal.com	Phone #:	800-222-3133
Notification Email:	annualreports@cscglobal.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Online Services; Software Sales and Maintenance with NAICS Code 511210	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Sopris Intermediate, LLC / Member	717 N. Harwood Street, Suite 2400, Dallas, TX, 75201, USA
Brian Sheth N. / Manager	717 N. Harwood Street, Suite 2400, Dallas, TX, 75201, USA
Martin Taylor A. / Manager	717 N. Harwood Street, Suite 2400, Dallas, TX, 75201, USA
Nicolas Stahl E. / Manager	717 N. Harwood Street, Suite 2400, Dallas, TX, 75201, USA
Frasier Cameron / Manager	717 N. Harwood Street, Suite 2400, Dallas, TX, 75201, USA

< Previous | ... | 1 | 2 | ... | Next > Page 1 of 2, records 1 to 5 of 7 Go to Page

Registered Agent Information

Name:	CORPORATION SERVICE COMPANY
Registered Office Address:	10 Ferry Street S313, Concord, NH, 03301, USA
Registered Mailing Address:	10 Ferry Street S313, Concord, NH, 03301, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address

No records to view.

Filing History Address History View All Other Addresses Name History Shares

Businesses Linked to Registered Agent Return to Search Back

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RA OUTDOORS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF JULY, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "RA OUTDOORS, LLC" WAS FORMED ON THE FIFTEENTH DAY OF AUGUST, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

6512508 8300

SR# 20243057621

Authentication: 203854967

Date: 07-03-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

Corporate Resolution

I, Jonathan Tunis, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
RA Outdoors, LLC dba Aspira. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)
a meeting of the Board of Directors/shareholders, duly called and held on August 10, 2024, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Sharon Brown, Chief Executive Officer (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of RA Outdoors, LLC dba Aspira with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: August 22, 2024

ATTEST: DocuSigned by: Jonathan Tunis

Jonathan Tunis, Manager

CERTIFICATE OF LIABILITY INSURANCE

9/1/2024

DATE (MM/DD/YYYY): 8/29/2024

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

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

PRODUCER: Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1434507 RA Outdoors, LLC dba Aspira 717 North Harwood Street, Suite 2400 Dallas TX 75201	INSURER A: Zurich American Insurance Company — NAIC # 16535 INSURER B: Zurich American Insurance Co of Illinois — 27855 INSURER C: American Guarantee and Liab. Ins. Co. — 26247 INSURER D: Allied World Assurance Company (U.S.) Inc. — 19489 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 14918341 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	CPO 0749825-01	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY X Comp $100 X Coll $1,000	N	N	CPO 0749825-01	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	AUC 0816839-01	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 0749831-01	9/1/2024	9/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Tech E&O/Professional Liability	N	N	C-4LRK-048539-CYBER-2023	10/1/2023	10/1/2024	$5M per claim/agg	

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

CERTIFICATE HOLDER

14918341
Department of Natural and Cultural Resources
172 Pembroke Rd.
P.O. Box 1856
Concord, NH 03302

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

Attachment Code: D568356 Master ID: 1434507, Certificate ID: 14918341

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **14918341.**

- Email: PacificeDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Insurance Brokers, LLC – Pacific Series

Lockton Insurance Brokers, LLC
License #0F15767
777 S Figueroa Street, 52nd Fl / Los Angeles, CA 90017-5524
213-689-0065 / FAX: 213-689-0550
lockton.com