

# **REQUEST FOR PROPOSALS**

**Alabama Department of Conservation and Natural Resources  
State Parks Division**

## **State Parks Reservations, Lodge Operations, and Point of Sale System LODGES, HOTELS, COTTAGES & DAY USE FACILITIES – LRS419**

### **OVERVIEW**

The State Parks Division (SPD) of the Alabama Department of Conservation and Natural Resources (ADCNR) is interested in obtaining integrated technology solutions for park business needs. These solutions should include, at a minimum, a Lodge/Hotel/Cottage/Day-Use Facilities Reservation System (“LRS”) capable of supporting online, in-person, and park level reservations for multiple locations statewide on a 24/7 basis; loge operations; and a Point of Sale (POS) system capable of supporting over \$12 million in financial transactions on an annual basis.

Proposed solution should offer convenience to park visitors, staff, and management, and should offer integration capabilities for mobile devices and personal computer dashboard reporting and management. Offering increased access to our parks as well as gaining access to visitor information to support trend analysis, planning and marketing are important ADCNR priorities. Proposed solution must support these priorities while complying with the Americans with Disabilities Act for accessibility and inclusion. The initial Contract term will be three (3) years followed by two (2) additional option periods of one (1) year each.

# **1 RFP Specifications and General Terms and Conditions**

## **1.1 Compliance with Specifications**

This document outlines the specifications and qualifications which must be met in order for an entity to serve as the VENDOR. This RFP is outlined in the following manner:

Section 1 contains the general RFP specifications and the terms and conditions of VENDOR

Section 2 contains the Schedule of Events

Section 3 contains the Proposal Format and Content

Section 4 contains the Qualifications and Experience required

Section 5 contains the Mandatory Requirements for a Reservation System (Scope of Work)

Section 6 contains Optional Components

Section 7 contains the Cost Proposal

Section 8 contains the Evaluation and VENDOR Selection

Section 9 contains Definitions for this Solicitation

It is imperative that potential VENDORS describe, in detail, how they intend to approach the Mandatory Requirements as outlined in Section 5 (Scope of Work) specified in this RFP. The ability to perform these services must be carefully documented. Proposals will be evaluated in the first round of the evaluation process based on the written information that is presented in the response. This requirement underscores the importance and the necessity of providing in-depth information in the proposal with any supporting documentation necessary.

The use of the terms “must” and “shall” in the RFP constitutes a “required” or “mandatory” requirement and mandates a response from the VENDOR. Failure by the VENDOR to respond to any of these requirements in the entire RFP will be considered non-responsive, and if deemed non-responsive the Proposal will be rejected.

The use of the term “may” in the RFP constitutes something that is not “required” or “mandatory” but is up to the VENDOR’S discretion whether to submit or comply with what is asked for. Not answering something that is stated with “may” will not be considered non-responsive.

The VENDOR must respond with “ACKNOWLEDGE AND COMPLY” to each section in the RFP that constitutes a “required” or “mandatory” requirement and does not request a specific answer or information.

If the VENDOR cannot respond with “ACKNOWLEDGE AND COMPLY,” then the VENDOR must respond with “EXCEPTION.” (See Section 3.3 for additional

instructions regarding exceptions.)

Where a section asks a question or requests information (e.g.: “The VENDOR must provide...”) the VENDOR must respond with the specific answer or information requested.

## **1.2 RFP Name**

The ADCNR has assigned the following RFP identification name -- it must be referenced in all communications regarding the RFP:

### **Lodge, Hotels, Cottages & Day-Use Facilities Online Reservations and Point of Sale System RFP – Alabama State Parks RFP #LRS419**

## **1.3 Proposal Deadline**

Proposals must be submitted no later than the Proposal Deadline time and date, which is detailed in Section 2, RFP Schedule of Events. A VENDOR must respond to the RFP and any exhibits, attachments, or amendments. A VENDOR'S failure to submit a proposal as required by Section 3, Proposal Format and Content, before the deadline, may result in the proposal being considered non-responsive and may cause the proposal to be disqualified.

It shall be the VENDOR'S sole risk to assure delivery as required by Section 3, Proposal Format and Content by the designated deadline. The VENDOR assumes the risk of the method of submission and/or dispatch chosen. The ADCNR assumes NO responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt as required under Section 3, Proposal Format and Content. Proposals delivered by facsimile and email transmission will not be accepted.

## **1.4 Communications Regarding the RFP**

### **1.4.1 Contact with Staff**

The integrity of the RFP process is of paramount importance to the ADCNR and will not be compromised. From the date this RFP is issued through the evaluation process, VENDORS and their associates and representatives must not initiate communication with any ADCNR staff, State staff, officials, or representatives regarding this Proposal except as provided. Any unauthorized contact regarding this Proposal will disqualify the VENDOR from further consideration.

Questions or inquiries regarding the RFP, or the selection process, will be considered only when submitted as directed by the provisions of this RFP. All communications must be via e-mail to the RFP Coordinator at the e-mail address noted within. Any oral communications will be considered unofficial and non-

binding to the ADCNR.

#### 1.4.2 RFP Coordinator

The Coordinator for this RFP

will be:

Rob Grant, Assistant Director  
State Parks Division  
AL Dept of Conservation & Natural Resources  
64 North Union Street, Room 538  
Montgomery, AL 36130

Rob.Grant@dcnr.alabama.gov

#### 1.4.3 RFP Website

This RFP, and all notices, amendments, and public communication regarding this RFP will be posted at the following website:

<https://www.outdooralabama.com/request-proposals>

Reasonable effort will be made to maintain reliable and efficient access to this site and its associated content. However, the ADCNR shall NOT be liable for any VENDOR problems or errors (including but not limited to missed deadlines) that may arise due to temporary technical failures related to this website.

Though the RFP will be posted on additional websites, the official RFP website,

<https://www.outdooralabama.com/request-proposals>

will be the only website continuously updated with questions and answers, status updates, amendments, etc.

#### 1.4.4 Letter of Intent

While SPD intends for the primary form of communication be through the RFP website, as outlined above, the VENDOR is requested to respond with an e-mail if there is an interest in electronic email notifications concerning the RFP. VENDOR responses are being used only to collect alternative correspondence information from interested VENDORS.

Submittal of a response to the Letter of Intent is not a prerequisite for submitting a Proposal, but it is necessary to facilitate a VENDOR'S notification via e-mail of RFP amendments and other communications regarding the RFP.

#### 1.4.5 VENDOR Questions

VENDORS with questions requiring clarification or interpretation of any Section within this RFP must submit questions to the RFP Coordinator by e-mail to:

[Rob.Grant@dcnr.alabama.gov](mailto:Rob.Grant@dcnr.alabama.gov)

Submitted questions and requests for clarification must:

- cite the subject RFP name identified in Section 1.2
- list the section number in question, and
- list the RFP page number

The RFP Coordinator must receive these requests via e-mail by the deadline specified in Section 2, RFP Schedule of Events. The RFP Coordinator will review the questions with the ADCNR and provide an official written answer to all questions received. The questions and answers will be posted on the RFP website.

Communications that result in a significant change to the RFP may be listed as an amendment to the RFP. Only posted responses to e-mailed communications will be considered official and binding upon the ADCNR. The ADCNR reserves the right, at its sole discretion, to determine appropriate and adequate responses to VENDOR questions and requests for clarification.

The RFP Coordinator will send, via e-mail, notice of the online posting of its written responses to written questions, to all VENDORS submitting a Notice of Interest by the deadline as specified in Section 2, RFP Schedule of Events.

#### 1.4.6 Addendum

As a result of the questions received or due to other circumstances, the ADCNR may modify or change the RFP. In the event the RFP is modified, the modifications will be posted as a formal addendum and added to the RFP website and the VENDOR will be responsible to check for all posted changes. If the changes are major and extensive, the ADCNR may, at its discretion, withdraw this RFP and may or may not issue a replacement. Failure to incorporate addendums in the submitted Proposal may result in the Proposal being considered non-responsive and may result in disqualification.

### 1.5 SPD Headquarters

The Alabama Department of Conservation and Natural Resources, State Parks Division, Folsom Administration Building, 64 North Union Street, Suite 538, Montgomery, Alabama 36104 is the primary location where reviews of major work and project operations are performed based upon milestones completed.

All VENDOR costs associated with travel to Montgomery during the course of the project, as well as lodging and per diem costs, must be included in the VENDOR'S cost proposal but should not be broken out separately. VENDOR is expected to cover all travel and related costs during the project and will not be reimbursed by the State.

All VENDOR requests for alternative work sites based on project roles and/or limited client/user interaction will be reviewed by the ADCNR and will require the ADCNR's approval.

## **1.6 Disclaimer**

All statistical and fiscal information contained in the RFP and its exhibits, including amendments and modifications thereto, reflect the best and most accurate information available to the ADCNR at the time of RFP preparation. No inaccuracies in such data must constitute a basis for an increase in payments to the VENDOR, a basis for delay in performance nor a basis for legal recovery of damages, either actual, consequential or punitive except to the extent that such inaccuracies are shown by clear and convincing evidence to be the result of intentional misrepresentation by ADCNR.

Any headings or titles used to help identify any part of this RFP or any Contract upon which it is based are for reference purposes only and shall not be deemed as controlling the interpretation or meaning of any provision of this RFP or any Contract upon which it shall be based.

## **1.7 General Terms and Conditions of VENDOR**

The Contract may include the terms and conditions listed below in this Section. By submitting a Proposal, VENDOR consents to the following terms and conditions being incorporated into the Contract, if awarded.

### **1.7.1 Commencement**

The selected VENDOR must commence work within thirty (30) days following the execution of a Contract and the issuance of a written Notice to Proceed by the ADCNR.

### **1.7.2 Security and Release of Information**

The VENDOR shall take all reasonable precautions to ensure the safety and security of all information, data, procedures, methods, and funds involved in the performance under the Contract, and shall require the same from all employees so involved. The VENDOR shall not release any data or other information relating to the ADCNR's programs without prior written consent of the ADCNR. This provision covers both general summary data as well as detailed, specific data. The VENDOR shall not be entitled to use of ADCNR data in its other business dealings without prior written consent of ADCNR.

### 1.7.3 Contract a Public Record

Upon signing of the Contract by all parties, the terms of the Contract become available to the public pursuant to Alabama law. The VENDOR agrees to allow public access to all documents, papers, letters, or other materials subject to the current Alabama law on disclosure. It is expressly understood that substantial evidence of the VENDOR's refusal to comply with this provision shall constitute a material breach of Contract.

### 1.7.4 Termination for Default

The ADCNR may, by written notice, terminate performance under the Contract, in whole or in part, for failure of the VENDOR to perform any of the Contract provisions. In the event the VENDOR defaults in the performance of any of the VENDOR's material duties and obligations, written notice shall be given to the VENDOR specifying default. The VENDOR shall have ten (10) calendar days, or such additional time as agreed to in writing by the ADCNR, after the mailing of such notice to cure any default. In the event the VENDOR does not cure a default within 10 calendar days, or such additional time allowed by the ADCNR, the ADCNR may, at its option, notify the VENDOR in writing that performance under the Contract is terminated and proceed to seek appropriate relief from the VENDOR.

### 1.7.5 Termination for Unavailability of Funds

Performance by the ADCNR of any of its obligations under the Contract is subject to and contingent upon the availability of state and federal monies lawfully applicable for such purposes. If ADCNR, in its sole discretion, deems at any time during the term of the Contract that monies lawfully applicable to this agreement shall not be available for the remainder of the term, the ADCNR shall promptly notify the VENDOR to that effect, whereupon the obligations of the parties hereto shall end as of the date of the receipt of such notice and the Contract shall at such time be cancelled without penalty to the ADCNR or State of Alabama.

### 1.7.6 Termination for Convenience

The ADCNR may terminate performance of work under the Contract in whole or in part whenever, for any reason, the ADCNR, in its sole discretion determines that such termination is in the best interest of ADCNR or the State. In the event that the ADCNR elects to terminate the Contract pursuant to this provision, it shall so notify the VENDOR by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice. In such event, the VENDOR will be entitled only to payment for all work satisfactorily completed and for reasonable, documented costs incurred in good faith for work in progress. The VENDOR will not be entitled to payment for uncompleted work, or for anticipated profit, unabsorbed overhead, or any other costs.

### 1.7.7 Records Retention and Storage

The VENDOR shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the ADCNR for a period of three years from the date of the final payment made by the ADCNR to the VENDOR under the Contract. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun but is not completed at the end of the three-year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the three-year period, the records shall be retained until resolution.

#### 1.7.8 Inspection of Records

The VENDOR agrees that representatives of the Alabama Department of Examiners of Public Accounts, ADCNR, and their authorized representatives shall have the right during business hours to inspect and copy VENDOR's books and records pertaining to Contract performance and costs thereof. The VENDOR shall cooperate fully with requests from any of the agencies listed above and shall furnish free of charge copies of all requested records. The VENDOR may require that a receipt be given for any original record removed from the VENDOR's premises.

#### 1.7.9 Payment

The VENDOR shall submit to the ADCNR a detailed invoice for compensation for the deliverable and/or work performed. Invoices should be submitted to the ADCNR assigned Project Manager. Payments are dependent upon successful completion and acceptance of described work and delivery of required documentation. The ADCNR reserves the right to structure payments on a percentage-basis that is conditioned upon the successful completion of identified project milestones.

#### 1.7.10 Non-assignment

This Contract shall not be assigned without written consent of the ADCNR. Except under exceptional circumstances, no such consent shall be given.

#### 1.7.11 Subcontracts

The VENDOR may subcontract for any services necessary to the completion and maintenance of this Contract and to the performance of its duties under this Contract with advance written approval by the ADCNR of both the subcontracted function and the subcontractor. Subcontractors include those whose services shall be purchased or software licensed by the VENDOR, and any business partnerships between the VENDOR and others. Subcontractors shall demonstrate the capability to perform the function to be subcontracted at a level equal or superior to that of the VENDOR. All subcontracts shall be in writing, with the subcontractor functions and duties clearly identified, and shall require the subcontractor to comply with all applicable provisions of this RFP. The VENDOR shall at all times remain responsible for the performance by any subcontractors approved by the ADCNR. The VENDOR's responsibility for damages shall apply whether performance or nonperformance was by the VENDOR or

one of its subcontractors. The ADCNR shall not release the VENDOR from any claims or defaults of this Contract, which are predicated upon any action or inaction or default by any subcontractor of the VENDOR, even if such subcontractor was approved by the ADCNR as provided above. The VENDOR shall give the ADCNR notice in writing by certified or registered mail of any action or suit filed against it by any subcontractor and prompt notice of any claim made against the VENDOR by any subcontractor or the VENDOR, which in the opinion of the VENDOR may result in litigation related in any way to this Contract with the ADCNR or the State of Alabama.

#### 1.7.12 Termination Claims

After receipt of a notice of termination, the VENDOR must submit to the ADCNR Project Manager any termination claim, in the form and with the certification prescribed by the ADCNR Project Manager. Such claim shall be submitted promptly but in no event later than sixty (60) days from the effective date of termination. Upon failure of the VENDOR to submit its termination claim within the time allowed, the ADCNR may, subject to any review required by the ADCNR procedures in effect as of the date of execution of the Contract, determine, on the basis of information available, the amount, if any, due to the VENDOR by reason of the termination and shall thereupon cause to be paid to the VENDOR the amount so determined.

Upon receipt of notice of termination, the VENDOR shall have no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this or any other Contract. The VENDOR shall be paid only by the following upon termination:

- At the Contract price(s) for completed deliverables and services delivered to and accepted by the ADCNR
- At a price mutually agreed by the VENDOR and ADCNR for partially completed deliverables

In the event of the failure of the VENDOR and ADCNR to agree in whole or in part as to the amounts with respect to costs to be paid to the VENDOR in connection with the total or partial termination of work pursuant to this article, the ADCNR shall determine on the basis of information available the amount, if any, due to the VENDOR by reason of termination and shall pay to the VENDOR the amount so determined.

#### 1.7.13 Conflict of Interest

The VENDOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The VENDOR further covenants that in the performance of these Contracts no person having any such known interests shall be employed by the VENDOR.

#### 1.7.14 Indemnification

The VENDOR agrees to indemnify, defend and hold harmless the ADCNR and the State and their officers, agents and employees (hereinafter collectively referred to as "indemnitees"), for all claims, losses, or suits accruing or resulting from the VENDOR's performance or non-performance of its duties under these Contracts. The VENDOR, at its own expense, shall defend any claim or suit which may be brought against the State for the infringement of any patents, copyrights, proprietary rights or right of privacy arising from the VENDOR's or State's use of any equipment, materials, or information prepared or developed in conjunction with performance of these Contracts. The VENDOR shall, in any such suit, satisfy any final judgment for infringement.

The VENDOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and hold harmless the indemnitees of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage, (including but not limited to bodily injury or personal injury including death, property damage, workers' compensation benefits, employment benefits, libel, slander, defamation of character and invasion of privacy) and attorney fees, caused by, growing out of, or otherwise happening in connection with these Contracts, due to any act or omission (whether intentional or negligent, through theft or otherwise), or due to any breach of this Contract, or due to the application or violation of any pertinent Federal, State or local law, rule, policy or regulation by the VENDOR.

This indemnification applies whether: (1) the activities involve third parties or employees, subcontractors or agents of the VENDOR or indemnitees, or (2) a claim results in a monetary obligation that exceeds any Contractual commitment.

This indemnification extends to the successors and assigns of the VENDOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the VENDOR.

The VENDOR must, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

#### 1.7.15 Liquidated Damages

The purpose of liquidated damages is to ensure adherence to the performance requirements in these Contracts. No punitive intention is inherent. It is agreed by the ADCNR and the VENDOR that, in the event of a failure to meet the Contract requirements, damage shall be sustained by the ADCNR, and that it is and shall be impractical and extremely difficult to ascertain and determine the actual damages which the ADCNR shall sustain in the event of, and by reason of, such failure; and it is therefore agreed that the VENDOR shall pay the ADCNR for such failures at the sole discretion of the ADCNR according to the following subsections (unless these damages are waived

by the ADCNR).

- The ADCNR may assess damages in the amount of \$2500.00 per working day or any part thereof for project deliverables produced after the day identified in agreed upon project plan.
- The ADCNR may impose liquidated damages of up to 10 percent (10%) of the total proposed project price should specific personnel proposed by the VENDOR not be available or become materially absent during the course of the project.

- **The VENDOR shall pay ADCNR the following liquidated damages for any failure to meet the Development and Implementation Deliverables schedule:**

1. Failure to meet the requirements of the First Progress Demonstration.

Damages of \$1000 per day until the requirements are met, beginning two days after the date of the First Progress Demonstration. Any delays caused by failures to meet this deadline shall have no effect on the date of the Second Progress Demonstration, the Final Progress Demonstration, the Training Deadline, the Data Entry Deadline, or the “Go Live” Deadline.

2. Failure to meet the requirements of the Second Progress Demonstration.

Damages of \$1500 per day until the requirements are met, beginning two days after the date of the Second Progress Demonstration. Any delays caused by failures to meet this deadline shall have no effect on the date of the Final Progress Demonstration, the Training Deadline, the Data Entry Deadline, or the “Go Live” Deadline.

3. Failure to meet the requirements of the Final Progress Demonstration.

Damages of \$2000 per day until the requirements are met, beginning two days after the date of the Final Progress Demonstration. Any delays caused by failures to meet this deadline shall have no effect on the date of the Training Deadline, the Data Entry Deadline, or the “Go Live” Deadline.

4. Failure to meet the requirements of the Training Deadline.

Damages of \$1000 per day until the requirements are met, beginning two days after the date of the Training Deadline. Any delays caused by failures to meet this deadline shall have no effect on the date of the Data Entry Deadline or the “Go Live” Deadline.

5. Failure to meet the requirements of the Data Entry Deadline.

Damages of \$2000 per day until the requirements are met, beginning two days after the date of the Data Entry Deadline. Any delays caused by failures to meet this deadline shall have no effect on the date of the “Go Live” Deadline.

6. Failure to meet the requirements of the “Go Live” Deadline.

Damages of \$4000 per day until the requirements are met, beginning two days after the date of the “Go Live” Deadline.

- The System must provide full functionality described in each paragraph of the Contract, at all times. The VENDOR may take the System down for maintenance and/or updates at times, and for scheduled or unscheduled periods, approved by ADCNR without assessment for liquidated damages unless the VENDOR exceeds the approved date and time for conclusion of the maintenance/update. The VENDOR shall be assessed Liquidated Damages for Functional Failures, if the VENDOR exceeds the approved date and time for maintenance/update.
- The VENDOR is responsible for all functions, described in each paragraph of the Contract, of the System. A failure is any loss of any function, described in any paragraph of the Contract, of the System.
- The VENDOR shall maintain a Failure Report listing all failures to deliver any function of any paragraphs in the Contract. This report must include: a description of each failure; the date and time each failure began; the plan of action for each failure; the current status of each failure; and the VENDOR representative, including contact information, responsible for resolution of each failure. This report must be provided to designated ADCNR staff no later than 10:00 am each day, following the day of the failure(s).
- The VENDOR shall notify the designated ADCNR staff of any failure of the complete Online Software System to either a park, all parks, the general public channel, the HQ channel, or the call center channel (if and when applicable). This notification must be made within ten minutes of the failure or within ten minutes of being notified by ADCNR staff of failure.
- **The VENDOR shall pay ADCNR the following liquidated damages for any failure of any function of the System, within thirty (30) days of the date of the failure(s):**
  1. Failure of the complete Online Software System at all parks, the general public channel, other internet sites channel, the HQ channel, and the call center channel (if and when applicable).

- a. For the first instance in any thirty-day period, \$300 per hour damages shall apply one hour after the initial loss of the use of the System.
  - b. For the second instance in any thirty-day period, \$600 per hour damages shall apply one hour after the initial loss of the use of the System.
  - c. For the third instance in any thirty-day period, \$900 per hour damages shall apply one hour after the initial loss of the use of the System.
  - d. If the VENDOR fails to notify the designated of any failure in this category within one hour, the liquidated damages shall be doubled in value.
2. Failure of the complete Online Software System at All Parks.
- a. For the first instance in any thirty-day period, \$200 per hour damages shall apply one hour after the initial loss of the use of the System.
  - b. For the second instance in any thirty-day period, \$400 per hour damages shall apply one hour after the initial loss of the use of the System.
  - c. For the third instance in any thirty-day period, \$800 per hour damages shall apply one hour after the initial loss of the use of the System.
  - d. If the VENDOR fails to notify the designated of any failure in this category within one hour, the liquidated damages shall be doubled in value.
3. Failure of the complete Online Software System at the general public channel.
- a. For the first instance in any thirty-day period, \$100 per hour damages shall apply one hour after the initial loss of the use of the system.
  - b. For the second instance in any thirty-day period, \$200 per hour damages shall apply one hour after the initial loss of the use of the system.
  - c. For the third instance in any thirty-day period, \$400 per hour damages shall apply one hour after the initial loss of the use of the system.
  - d. If the VENDOR fails to notify the designated of any failure in this category within one hour, the liquidated damages shall be doubled in value.
4. Failure of the complete Online Software System at a possible future call center channel.

- a. For the first instance in any thirty-day period, \$100 per hour damages shall apply one hour after the initial loss of the use of the System.
- b. For the second instance in any thirty-day period, \$200 per hour damages shall apply one hour after the initial loss of the use of the System.
- c. For the third instance in any thirty-day period, \$400 per hour damages shall apply one hour after the initial loss of the use of the System.
- d. If the VENDOR fails to notify the designated of any failure in this category within one hour, the liquidated damages shall be doubled in value.

5. Failure of the complete Online Software System at Individual Parks

- a. For the first instance in any thirty-day period, \$100 per hour, per park; damages shall apply one hour after the initial loss of the use of the System.
- b. For the second instance in any thirty-day period, \$200 per hour, per park; damages shall apply one hour after the initial loss of the use of the System.
- c. For the third instance in any thirty-day period, \$400 per hour, per park; damages shall apply one hour after the initial loss of the use of the System.
- d. If the VENDOR fails to notify the designated of any failure in this category within one hour, the liquidated damages shall be doubled in value.

6. Failure of a function of the Online Software System at All Parks, the general public channel, and the HQ channel.

- a. For the first instance in any thirty-day period, \$300 per function, per day damages shall apply one day after the initial loss of the use of the function.
- b. For the second instance in any thirty-day period, \$600 per function, per day damages shall apply one day after the initial loss of the use of the function.
- c. For the third instance in any thirty-day period, \$900 per function, per day damages shall apply one day after the initial loss of the use of the function.
- d. If the VENDOR fails to notify the designated of any failure in this category within one hour, the liquidated damages shall be doubled in value.

7. Failure of a function of the Online Software System at All Parks.

- a. For the first instance in any thirty-day period, \$200 per function, per day damages shall apply one day after the initial loss of the use of the function.
- b. For the second instance in any thirty-day period, \$400 per function, per day damages shall apply one day after the initial loss of the use of the function.
- c. For the third instance in any thirty-day period, \$800 per function, per day damages shall apply one day after the initial loss of the use of the function.
- d. If the VENDOR fails to notify the designated of any failure in this category within one hour, the liquidated damages shall be doubled in value.

8. Failure of a function of the Online Software System at the general public channel.

- a. For the first instance in any thirty-day period, \$100 per function, per day damages shall apply one day after the initial loss of the use of the function.
- b. For the second instance in any thirty-day period, \$200 per function, per day damages shall apply one day after the initial loss of the use of the function.
- c. For the third instance in any thirty-day period, \$400 per function, per day damages shall apply one day after the initial loss of the use of the function.
- d. If the VENDOR fails to notify the designated of any failure in this category within one hour, the liquidated damages shall be doubled in value.

9. Failure of a function of the Online Software System at the HQ channel.

- a. For the first instance in any thirty-day period, \$100 per function, per day damages shall apply one day after the initial loss of the use of the function.
- b. For the second instance in any thirty-day period, \$200 per function, per day damages shall apply one day after the initial loss of the use of the function.
- c. For the third instance in any thirty-day period, \$400 per function, per day damages shall apply one day after the initial loss of the use of the function.
- d. If the VENDOR fails to notify the designated of any failure in this category within one hour, the liquidated damages shall be doubled in value.

10. Failure of a function of the Online Software System at Individual Parks

a. For the first instance in any thirty-day period, \$50 per function, per day, per park, damages shall apply one day after the initial loss of the use of the function.

b. For the second instance in any thirty-day period, \$100 per function, per day, per park, damages shall apply one day after the initial loss of the use of the function.

c. For the third instance in any thirty-day period, \$200 per function, per day damages shall apply one day after the initial loss of the use of the function. If the VENDOR fails to notify the designated of any failure in this category within one hour, the liquidated damages shall be doubled in value.

- If the VENDOR fails to notify the designated ADCNR staff of any failure in this category within one day, the liquidated damages shall be doubled in value.
- Written notification of each failure to meet Contractual requirements shall be given to the VENDOR. The imposition of liquidated damages is not in lieu of any other remedy available to the ADCNR.
- A decision by the ADCNR not to exercise this damage clause in a particular instance shall not be construed as a waiver of the ADCNR's right to pursue future assessment of that performance requirement and associated damages. The ADCNR may, at its sole discretion, return all or a portion of any liquidated damages collected, as an incentive to the VENDOR for prompt and lasting correction of performance problems.
- Amounts owed the ADCNR due to liquidated damages shall be deducted by the ADCNR from any money payable to the VENDOR pursuant to this Contract. These amounts may be deducted from any actual damages claimed by the ADCNR in the event of litigation for non-compliance and default.

**1.8 Additional Requirements of VENDOR**

**1.8.1 Licensure**

Before a Contract pursuant to this RFP is signed, the VENDOR must hold all necessary, applicable business and professional licenses qualifying it to do business in the State of Alabama. The ADCNR may require any or all VENDORS to submit evidence of proper licensure.

Should a foreign corporation be selected to provide professional services in accordance with this RFP, it must be qualified to transact business in the State of Alabama in accordance with Section 10-2B-15.01, et seq., Code of Alabama (1975), and possess a

Certificate of Authority issued by the Secretary of State at the time a professional services Contract is executed. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324, [www.sos.state.al.us](http://www.sos.state.al.us). The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the proposal.

### **1.8.2 Compliance with Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2012-491)**

Act 2012-491 of the Alabama Legislature, codified as Code of Alabama, §§31-13-1 et seq., regulates illegal immigration in the State of Alabama. Effective April 1, 2012, all Contracts with the State or a political subdivision thereof must comply with the provisions of that law whether or not the Contractor has a presence in Alabama or the work will be performed outside of the State.

Information regarding Act 2012-491 can be found at the following website:

<http://immigration.alabama.gov/>

Compliance with Act 2012-491 is due upon Contract award and not part of the RFP process.

### **1.8.3 Compliance with Anti-Boycott Clause**

VENDOR represents that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Also note that this law requires that if the entity proposing to Contract with the state is unwilling to agree to the above, then it must provide the services at a rate 20% less than an entity that will agree.

### **1.8.4 Contract Manager**

During its performance of this Contract, VENDOR must designate and maintain a Primary Contract Manager responsible for overseeing VENDOR'S responsibilities under this Contract. The Primary Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract.

### **1.8.5 Work Days and Hours**

ADCNR and VENDOR team members will work on a Monday through Friday schedule, with a normal work day beginning at 8:00 a.m. and ending at 5:00 p.m. Central time. ADCNR's team will also have some holidays which might be in addition to those provided by the VENDOR'S own policies. VENDOR must ensure sufficient,

onsite coverage during 90% of ADCNR's normal business hours to facilitate management of the project and expeditious resolution of issues.

While ADCNR acknowledges that observance of the ADCNR's normal workday schedule may not always be possible, the VENDOR should prepare its proposal with the expectation that ADCNR's team will primarily work according to the normal workday schedule. ADCNR assigned staff will be permitted to take state leave days in accordance with approved standard leave and holiday schedules. The VENDOR should take ADCNR assigned staff's expected schedule into consideration when planning the staffing model for the VENDOR'S consultants.

At any time during the project, ADCNR reserves the right to modify the workdays and hours to best meet the needs of the project.

If resources in other time zones need to work with ADCNR resources, they will be expected to accommodate ADCNR's standard work hours.

#### **1.8.6 General Liability Insurance**

Before a Contract pursuant to this RFP will be executed, the VENDOR must obtain, pay for and keep in force a minimum liability insurance coverage of \$1,000,000 of general liability coverage for each occurrence and shall furnish a certificate of insurance to the ADCNR evidencing that such insurance is in force and effect.

The VENDOR must ensure that any Subcontractor secures general liability insurance coverage equal to or greater than that prescribed in this Section.

#### **1.8.7 Maintenance and Support**

The deliverables required under this RFP shall conform to the RFP's specifications. The developed software shall operate correctly and in conformance with the specifications, functionality, and capabilities contained in the RFP and Contract documents. The VENDOR warrants that if any item of nonconformance is discovered within one (1) year following reasonable testing and acceptance procedures, the VENDOR shall take commercially reasonable steps to cure, correct or repair such nonconforming items at no additional cost to the ADCNR.

In addition to the foregoing, unless otherwise provided in this RFP or in an attachment hereto, for the initial term and all subsequent one-year extensions, the VENDOR will be required to provide the following services for the support of the software and networking solutions developed under the terms and conditions of the RFP.

- a. **Error Correction.** Upon notice by the ADCNR of a problem with the software or other deliverables (which problem can be verified), the VENDOR shall use reasonable efforts to correct or provide a working solution for the problem. The ADCNR shall comply with all reasonable instructions or requests of the VENDOR in attempts to correct an error, defect or nonconforming item.

- b. **Material Errors or Defects.** The VENDOR shall notify the ADCNR of any material errors or defects in the deliverables known or made known to the VENDOR from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results. The VENDOR shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
  
- c. **Updates.** The VENDOR shall provide to the ADCNR, at no additional charge, all new releases and bug fixes (collectively referred to as “Changes”) for any software deliverable developed or published by the VENDOR related or pertaining to the software that is the subject of this RFP and made generally available to its other customers at no additional charge. All such Updates shall be a part of the RFP deliverables and, as such, are governed by the provisions of this RFP and the Contract.

## 2 RFP Schedule of Events

The following RFP Schedule of Events represents the ADCNR’s best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m., Central Time.

The ADCNR reserves the right, at their discretion, to adjust this schedule as necessary. Notification of any adjustment to the Schedule of Events will be provided via the RFP website – see paragraph 1.4.3.

Event	Date
Issuance of RFP (PDF) via <a href="https://www.outdooralabama.com/request-proposals">https://www.outdooralabama.com/request-proposals</a>	05/21/2019
Deadline for Submitting Written Questions by 5:00 PM Central Time	06/03/2019
Responses to VENDOR’s Questions	06/11/2019
Deadline for Submitting Proposals by 5:00 PM Central Time	06/17/2019
Evaluation Period and Oral Presentation Details Published on RFP Website	06/18/2019 – 06/25/2019
Mandatory Oral Presentations	06/27/2019 – 07/05/2019
ADCNR Approval	TBD
Contract Start	TBD

### **3 Proposal Format and Content**

#### **3.1 General Format**

3.1.1 VENDORS must respond to this RFP with a Proposal divided into four (4) major sections. The Proposal must be divided into the following four (4) sections:

- (1) VENDOR Qualifications and Experience – See Section 4
- (2) Mandatory System Requirements (Scope of Work) – See Section 5
- (3) Optional - See Section 6
- (4) Cost Proposal – See Section 7

Each of these major sections must reference the RFP sections to which the VENDOR must respond.

3.1.2 The VENDOR must structure its response in the same sequence, using the same labeling and numbering that appears in the RFP section in question. For example, the Proposal would have a major section entitled “VENDOR Qualifications and Experience.” Within this Section, the VENDOR would include their response, addressing each of the numbered sections in sequence, as they appear in the RFP: i.e. 4.2.1, 4.2.2, 4.2.3, and so on. The response to each section must be preceded by the section text of the RFP followed by the VENDOR’S response.

3.1.3 Use of Electronic Versions of this RFP

This RFP and its attachments are available by electronic means on the RFP website. If accepted by such means, the VENDOR acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the VENDOR’S possession and the version maintained by the ADCNR, the version maintained by the ADCNR must govern.

3.1.4 Proposals must not include references to information located elsewhere, such as Internet websites. Information or materials presented by the VENDOR outside the formal response or subsequent discussion/negotiation will not be considered and will have no bearing on any award.

3.1.5 Proposals must be prepared on standard 8 ½” x 11” paper and each major section must be bound separately. All Proposal pages must be numbered unless specified otherwise. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All Proposals, as well as any reference material presented, must be written in English.

#### **3.2 Submission**

### 3.2.1 Location

Proposals must be received at the location below by the date and time specified as the Deadline for Submitting Proposal in the RFP Section 2, RFP Schedule of Events.

Rob Grant, Assistant Director  
State Parks Division  
AL Dept of Conservation & Natural Resources  
64 North Union Street, Room 538  
Montgomery, AL 36130

It must be the VENDOR'S sole risk to assure delivery at the designated location by the designated time. A Proposal received after the deadline stated in Section 2 may not be accepted and may be disqualified from further consideration.

### 3.2.2 Multiple Proposals and Joint Ventures

#### 3.2.2.1 Multiple Proposals

VENDORS must not submit multiple Proposals in response to this RFP. A VENDOR is allowed to submit a Proposal in response to this RFP as the VENDOR and participate in other Proposals as a Subcontractor. There is no limitation regarding the number of Proposals naming a VENDOR as a Subcontractor.

#### 3.2.2.2 Joint Ventures

Joint ventures are not acceptable in response to this RFP. If multiple VENDORS are proposing to jointly perform the project, the proposal must be submitted in the form of a prime Contractor/subcontractor(s) arrangement.

#### 3.2.2.3 Subcontractor Definition

The ADCNR defines a subcontractor as any third party Contracted by the VENDOR to perform the Contract work described in the RFP, whether a small portion of the work or a large portion of the work. If anyone or company other than the awarded VENDOR performs the work, that person/company would be a subcontractor.

### 3.2.3 Proposal Submittal

VENDORS must submit one (1) signed original hardcopy Proposal and one (1) softcopy CD/DVD or USB flash drive of the entire Proposal to the RFP Coordinator in a sealed package and clearly marked:

**“Proposal in Response to LRS Online Reservations and Point of Sale System RFP – Alabama State Parks RFP #LRS419 - Do Not Open”**

The softcopy CD/DVD or USB flash drive version of the Proposal must contain the following:

- 3.2.3.1 One (1) complete copy of the Proposal in searchable Adobe Acrobat PDF format
- 3.2.3.2 One (1) complete copy of the Proposal in Microsoft Word 2010 or later format
- 3.2.3.3 Each VENDOR provided attachment in Microsoft Word 2010 or later format or Acrobat PDF format
- 3.2.3.4 One (1) complete copy of the Proposal and attachments with redaction of all confidential and/or proprietary information in Acrobat PDF format

3.2.4 Section Coversheet

The first page of each major section must be a dated cover sheet identifying the VENDOR and proposed solution with an original ink signature of the person(s) legally authorized to bind the VENDOR to the Proposal. Proposals without signatures of persons legally authorized to bind the VENDOR to the Proposal will be rejected. The cover sheet must clearly identify the major section and assigned RFP number. The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the VENDOR (do not number this page).

3.2.5 Table of Contents

The cover sheet must be followed by the “Table of Contents,” which must list all sections, subsections and page numbers.

3.3 Exceptions

If a VENDOR cannot comply with a requirement of the RFP, the VENDOR must complete Attachment 11.1 VENDOR Exceptions and include it as an attachment to the VENDOR Qualifications and Experience Proposal. The VENDOR must fill out a separate sheet for each exception.

3.4 Non-Responsiveness

Any Proposal that does not meet the requirements and provide all required documentation may be considered non-responsive; and if deemed non-responsive, the

Proposal may be rejected.

### 3.5 Required Review and Waiver of Objections by VENDOR

VENDORS should carefully review this RFP and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “Questions”). Questions concerning the RFP must be submitted via e-mail directly to the RFP Coordinator and must be received by the RFP Coordinator no later than the Deadline for Written Questions detailed in Section 2, RFP Schedule of Events.

VENDORS are encouraged to submit any VENDOR identified RFP errors and/or omissions to the RFP Coordinator. This will allow issuance of any necessary amendments and help prevent the opening of defective Proposals upon which a Contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of RFP Coordinator, in writing, by the Deadline for Written Questions as defined in Section 2.

### 3.6 Proposal Preparation and Presentation Costs

The ADCNR shall NOT be responsible or pay any costs associated with the preparation, submittal, presentation, or any other costs associated with any Proposal.

### 3.7 Proposal Withdrawal

VENDORS may withdraw a submitted Proposal at any time before the submission deadline. To withdraw a Proposal, the VENDOR must submit a written request, signed by a VENDOR representative authorized to sign the resulting Contract, to the RFP Coordinator. After withdrawing a previously submitted Proposal, the VENDOR may submit another Proposal at any time up to the deadline for submitting Proposals, as detailed in Section 2, RFP Schedule of Events.

### 3.8 Proposal Amendment

The ADCNR will not accept any amendments, revisions, or alterations to Proposals after the deadline for Proposal submittal unless such is formally requested, in writing, by the ADCNR.

### 3.9 Proposal Errors

The VENDOR is liable for all errors or omissions contained in their Proposal.

### 3.10 Incorrect Proposal Information

If the ADCNR determines that a VENDOR has provided, for consideration in the evaluation process or Contract negotiations, incorrect information of which the VENDOR knew or should have known was materially incorrect, that Proposal may be determined non-responsive, and the Proposal may be rejected.

### 3.11 Proposal Clarifications and Discussions

The ADCNR reserves the right to request clarifications with any or all VENDORS if they are necessary to properly clarify compliance with the requirements of this RFP. This contact may include written questions, interviews, site visits, a review of past performance if the VENDOR has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the VENDOR'S Proposal. Information received from or through VENDOR will not be considered if the information materially alters the content of the Proposal or the type of goods and/or services the VENDOR is offering to the ADCNR. An individual authorized to legally bind the VENDOR shall sign responses to any request for clarification. Responses shall be submitted to the RFP Coordinator within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the Proposal.

The ADCNR will not be liable for any costs associated with such clarifications. The purpose of any such clarifications will be to ensure full understanding of the Proposal. Clarifications will be limited to specific sections of the Proposal identified by the ADCNR. If clarifications are requested, the VENDOR must put such clarifications in writing within the time frame specified by the ADCNR in the request.

### 3.12 Right of Rejection

3.12.1 After consultation, the ADCNR reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in its entirety.

3.12.2 Any Proposal received which does not meet the requirements of this RFP, may be considered to be non-responsive, and the Proposal may be rejected. The VENDOR must comply with all of the terms of this RFP and all applicable State laws and regulations. The ADCNR will reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

3.12.3 The ADCNR reserves the unilateral right to amend this RFP in writing at any time. The ADCNR also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it must be provided to all VENDORS submitting a response to the Letter of Intent. The VENDOR must respond to the final written RFP and any exhibits, attachments, and amendments.

### 3.13 Disclosure of Proposal Contents

Other than proposal prices, all proposals and supporting documents are kept

confidential until the evaluation process is complete and a Contract has been awarded. VENDORS should be aware that any information in a Proposal may be subject to disclosure and/or reproduction under Alabama law after an award is issued. Designation as proprietary or confidential may not protect any materials included within the Proposal from disclosure if required by law. VENDORS should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as “CONFIDENTIAL” on the bottom of the page. VENDORS must redact this information in the redacted copy provided to the RFP Coordinator pursuant to Section 3.2.3.4. VENDORS must also state any legal authority as to why that material should not be subject to public disclosure under Alabama open records laws and is marked as Proprietary Information. By way of illustration but not limitation, “Proprietary Information” may include trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques.

Information contained in the Cost Proposal section may not be marked confidential. It is the sole responsibility of the VENDOR to indicate information that is to remain confidential. The ADCNR assumes NO liability for the disclosure of information not identified by the VENDOR as “confidential”. If the VENDOR identifies its entire Proposal as confidential, the ADCNR may deem the Proposal as non-responsive and may reject it.

If ADCNR does not disclose information pursuant to an open records request, the VENDOR agrees to intervene in and defend any lawsuit brought against ADCNR for its refusal to provide VENDOR’s alleged confidential and/or proprietary information to a requesting party. ADCNR will provide VENDOR written notice of any such lawsuit within ten (10) days of receipt of service by ADCNR. VENDOR must intervene within thirty (30) days of notice or will be deemed to have waived any and all claim that information contained in the Proposal is confidential and/or proprietary and any and all claims against ADCNR for disclosure of VENDOR’S alleged confidential and/or proprietary information.

### 3.14 Copyright Permission

By submitting a Proposal, the VENDOR agrees that the ADCNR may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the VENDOR consents to such copying and warrants that such copying will not violate the rights of any third party. The ADCNR must have the right to use ideas or adaptations of ideas that are presented in Proposals.

### 3.15 Ownership of Data

The State of Alabama’s data (“State Data”) shall be treated by VENDOR as Confidential Information. State Data as defined in this Contract shall include the State’s data collected, used, processed, stored, or generated in connection with the services, including but not limited to (i) personally identifiable information (“PII”) collected, used,

processed, stored, or generated as the result of the services, including, without limitation, any information that identifies an individual, such as an individual's Social Security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and (ii) personal health information ("PHI") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("HIPAA") and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. VENDOR is provided a limited license to State Data for the sole and exclusive purpose of providing the services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the services. VENDOR must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the services, such use and disclosure being in accordance with this Contract, any applicable scope of work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for VENDOR's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives termination or expiration of this Contract.

## 4 Qualifications and Experience

The response to the VENDOR Qualifications and Experience Section must be divided into the following:

- Section Cover Sheet
- Table of Contents
- Transmittal Letter
- VENDOR's Mandatory Required Documentation
- VENDOR's General Qualifications and Experience
- References
- Staffing

### 4.1 Transmittal Letter

Each Proposal must be accompanied by a Transmittal Letter. The Transmittal Letter shall:

- be submitted on VENDOR'S official business letterhead;
- be signed by an individual authorized to commit the VENDOR to the scope of work proposed;
- be dated and signed by a representative that has the legal capacity to Contract with the ADCNR; and
- state the RFP Subject, the name of the VENDOR, VENDOR'S business address, email address, telephone number, and name of authorized contact person to speak on behalf of the VENDOR.

- 4.1.1 The Proposal Transmittal Letter must be an offer of the VENDOR. The Proposal Transmittal Letter must reference and respond to the following subsections in sequence. Following the cover sheet and table of contents, the Transmittal Letter must be the first page of the Proposal.
- 4.1.2 The letter must state that the Proposal remains valid for at least one hundred and twenty (120) days subsequent to the Deadline for Submitting Proposals (Section 2, RFP Schedule of Events) and thereafter in accordance with any resulting Contract between the VENDOR and ADCNR. A proposal may not be modified, withdrawn or canceled by the VENDOR for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and VENDOR so agrees in submitting the proposal.
- 4.1.3 The letter must provide the complete legal entity name, form of business (e.g. LLC, Inc., etc.), and Federal Employer Identification Number (FEIN) of the firm submitting the Proposal.
- 4.1.4 The letter must state whether the VENDOR or any individual who will perform work

under the Contract has a possible conflict of interest (i.e. employment by the State of Alabama, SPD, or ADCNR) and, if so, must state the nature of that conflict. The ADCNR reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offer. Such determination regarding any questions of conflict of interest must be solely within the discretion of the ADCNR.

4.1.5 The Letter must state unequivocal understanding of the general information presented in all sections and agree with all requirements/conditions listed in the RFP. Any and all exceptions to mandatory requirements of the RFP must be defined in Attachment 11.1 VENDOR Exceptions.

4.1.6 No reference is to be made to any pricing information or elements of dollar amount in the Transmittal Letter. **If any element of dollar amount is referred to in the Transmittal Letter, the VENDOR may be disqualified.**

#### 4.2 VENDOR's Mandatory Required Documentation

The Mandatory VENDOR Required Documentation must reference and respond to the following subsections in sequence and include corresponding documentation as required.

4.2.1 The VENDOR must provide written confirmation that they comply with the provisions of this RFP, without exceptions unless otherwise noted. If VENDOR fails to provide such confirmation, the ADCNR, at its sole discretion, will determine the Proposal to be non-responsive, and if deemed non-responsive the Proposal will be rejected.

4.2.2 Act 2001-955 requires an Alabama Disclosure Statement to be completed and filed with all proposals, bids, Contracts, or grant proposals to the State of Alabama in excess of \$5,000. VENDORS must go to the URL:

<http://www.ago.state.al.us/Page-VENDOR-Disclosure-Statement-Information-and-Instructions>

to download a copy of the Alabama Disclosure Statement. The Alabama Disclosure Statement must be filled out and must be submitted with the Proposal and attached to the VENDOR Qualifications and Experience Section.

4.2.3 The VENDOR must provide an “acknowledge and comply” statement that the VENDOR has a continuing obligation to disclose any change of circumstances that will affect its qualifications as a VENDOR.

4.2.4 The VENDOR must provide an “acknowledge and comply” statement that the proposed solution will be implemented no later than the date shown in Section 2, RFP Schedule of Events. Completion includes successful implementation and roll out of the system to all locations statewide.

### 4.3 VENDOR'S General Qualifications and Experience

#### 4.3.1 VENDOR'S General Qualification and Experience

To evidence the VENDOR'S experience in delivering services similar to those required by this RFP, the General VENDOR Qualifications and Experience must reference and respond to the following subsections in sequence and include corresponding documentation as required.

The VENDOR must provide the following:

- 4.3.1.1 A brief, descriptive statement indicating the VENDOR'S credentials to deliver the services sought under this RFP;
- 4.3.1.2 A brief description of the VENDOR'S background and organizational history;
- 4.3.1.3 Number of years in business;
- 4.3.1.4 A summary to include the location of the VENDOR'S headquarters and the number of branch locations within the State of Alabama, if applicable;
- 4.3.1.5 A brief statement of how long the VENDOR has been performing the services required by this RFP;
- 4.3.1.6 A detailed description of relevant online reservation software as a service (SaaS) implementation and maintenance experience within the last five (5) years. The narrative in response to this Section must thoroughly describe the VENDOR'S experience with providing the services sought under this RFP. In this Section, the VENDOR is encouraged to provide sample documents describing the VENDOR'S experience.
- 4.3.1.7 A description of the number of employees and client base;
- 4.3.1.8 Whether there have been any mergers, acquisitions, sales, or reorganization of the VENDOR company within the last five (5) years (and if so, an explanation providing relevant details);
- 4.3.1.9 A statement as to whether any VENDOR employees to be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony; and if so, an explanation providing relevant details;
- 4.3.1.10 A statement as to whether there is pending or current litigation which would impair VENDOR'S performance in a Contract under this RFP;
- 4.3.1.11 A statement as to whether, in the last ten years, the VENDOR has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for

- the benefit of creditors; and if so, an explanation providing relevant details;
- 4.3.1.12 A statement as to whether the VENDOR has ever been disqualified from competition for government Contracts; and if so, an explanation providing details;
- 4.3.1.13 A statement as to whether the VENDOR has ever been dismissed from a government Contract because of unsatisfactory performance; and if so, an explanation providing relevant details;
- 4.3.1.14 A statement as to whether the VENDOR has ever been dismissed from a non-government Contract because of unsatisfactory performance; and if so, an explanation providing relevant details;
- 4.3.1.15 Form of business (e.g. LLC, Inc., etc.);
- 4.3.1.16 A statement as to whether any Subcontractor employees to be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony; and if so, an explanation providing relevant details;
- 4.3.1.17 A statement as to whether there is any pending litigation against the Subcontractor; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Subcontractor's performance in a Contract under this RFP;
- 4.3.1.18 A statement as to whether, in the last ten years, the Subcontractor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 4.3.1.19 A statement as to whether the Subcontractor has ever been disqualified from competition for government Contracts; and if so, an explanation providing details;
- 4.3.1.20 A statement as to whether the Subcontractor has ever been dismissed from a government Contract because of unsatisfactory performance; and if so, an explanation providing relevant details;
- 4.3.1.21 A statement as to whether the Subcontractor has ever been dismissed from a non-government Contract because of unsatisfactory performance; and if so, an explanation providing relevant details.

#### 4.4 References

##### 4.4.1 VENDOR References

The VENDOR must provide at least six (6) references of online reservations

Systems (lodges, hotels, cottages, & day-use facilities, and point of sale (POS).

The ADCNR will contact these references to verify VENDOR'S ability to perform the services sought under this RFP. The VENDOR must notify all references prior to the submission of the proposal that the ADCNR's representatives will directly contact the references for scheduling interviews. For each reference, the VENDOR must provide:

- 4.4.1.1 Client name;
- 4.4.1.2 Description of service provided;
- 4.4.1.3 A description of the VENDOR'S roles and responsibilities;
- 4.4.1.4 Maximum number of staff on-site with the client (over entire period of client service);
- 4.4.1.5 Time period of the project and/or Contract must be stated in the form of "from-to" dates (e.g., "Jan. 09 -- March 11"). Do not state this as a length of time (e.g., "two years"), without start and end dates;
- 4.4.1.6 Client's contact reference name, E-mail address and telephone number; provide a primary and secondary contact for each client. The VENDOR must verify the accuracy of this information (names, E-mail addresses and telephone numbers) within thirty (30) days prior to the "Deadline for Submitting a Proposal" date. If the ADCNR is unable to contact a reference after a reasonable effort, the evaluation will proceed as if the reference were unfavorable; and
- 4.4.1.7 Label the reference responses as follows: "VENDOR Reference # 1," followed by specific responses to 4.4.1.1 through 4.4.1.7; etc.

#### 4.5 Staffing

The VENDOR must provide the following information for its staff to be assigned to this RFP project and ADCNR for the duration of Contract time. In addition to the information requested below, VENDOR must provide the Name and Title of the Primary Contract Manager – see paragraph 1.8.4.

##### 4.5.1 Project Organization Chart

The VENDOR must provide a project organization chart that, at a minimum, identifies each key position for your proposed solution. Personnel occupying key positions must be dedicated full-time to the project unless otherwise indicated. The ADCNR reserves the right to interview and approve the individuals assigned to those positions, as well as to approve any later reassignment or replacement, although such approval will not be unreasonably withheld.

For each position shown in the project organizational chart, the following must be provided (referencing the subsections in sequence):

- 4.5.1.1 Title;
- 4.5.1.2 Name;
- 4.5.1.3 Designation as a Key or Non-Key position.
- 4.5.1.4 Description of project role and responsibilities;
- 4.5.1.5 Percentage of time to be assigned; and
- 4.5.1.6 Percentage of time to be spent onsite.

#### 4.5.2 Staffing Time

The VENDOR must indicate the normal time required to start work after a Contract is awarded and provide assurances as to the availability of staff for Key positions within that timeframe.

The VENDOR must also indicate the normal timeframe for filling Non-Key positions.

#### 4.5.3 Employment Certification

By submission of this information, the VENDOR is certifying that the individuals submitted are currently employed within the VENDOR organization or have been contacted by the VENDOR and have agreed to join the VENDOR organization upon Contract award. The ADCNR reserves the right to contact and/or interview submitted personnel prior to Contract award, and the ADCNR reserves the right to approve or reject such personnel.

## **5 Mandatory System Requirements**

**5.1.1 PURPOSE AND SCOPE: The Alabama Department of Conservation and Natural Resources (ADCNR) is soliciting proposals on behalf of the State Parks Division (SPD) to establish a Contract for services for resort State Parks Reservations, Lodge Operations, and Point of Sales for lodge/hotel rooms, group lodges, cottages, and day use facilities.**

**5.1.2 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below:**

5.1.2.1 Reservation System must be capable of taking advanced reservations for various “Units,” including at a minimum: lodge rooms, hotel rooms, group lodges, cottages, and day use facilities through different channels as defined above.

5.1.2.2 System must have the capability to provide Unit Specific Reservations for guests and staff.

5.1.2.3 System must have Event Management capability.

5.1.2.4 The System must operate seamlessly on all internet browsers and all mobile devices, iOS and android.

5.1.2.5 The System must have the capability to allow park staff to make guest reservations at all other parks in the System and include the function to allow or deny permission to individual users.

5.1.2.6 Reservation System must use real time technology to transmit data between the channels and the VENDOR’s data storage system so that users in the different channels can see a continuously up to date inventory of available reserve-able “Units.”

5.1.2.7 Every “Unit Type” will have a descriptor code. System examples are: 2BDC for 2 Bedroom Cabin and 1KBDST for One King Bed Suite.

5.1.2.8 “Units Types” will be configurable for rates, descriptions, season of availability, and etc.

5.1.2.9 “Units” will be configurable for rates (if the rate is different than the rate of its “Unit Type”), detailed description, photographs, location and etc.

5.1.2.10 Any “Unit” that is not occupied must be available to walk in guests, except Units that have been placed “on hold” (see 5.3.16).

5.1.2.11 The System must allow for modifications or cancellations of existing reservations made through all the channels. Modifications include “Unit” number changes, date changes, occupant changes, rate and discount changes, early departures, no

shows, and park changes. These changes must be based on user authorization levels and must have the ability to require comments about the reasons for the changes made. The System must be configurable to allow the different channels to have different modification profile.

5.1.2.12 The System must be capable of providing Yield Management (dynamic pricing). Rates must be able to be automatically adjusted at different occupancy levels. The amount of the adjustment must be configurable. The occupancy levels at which adjustments are made must be configurable. The dynamic pricing must be separately configurable for unit types, unit groups, unit group areas, and for all units. At a minimum, the System must be capable of tracking and reporting Occupancy Rate (OR), Average Daily Rate (ADR), and Revenue per Available Room/Unit (RevPAR).

5.1.2.13 The System must apply all applicable fees to any reservation, cancellation or modification.

5.1.2.14 The System must allow reservations, cancelations, and modifications to be made any time of the day or night, dependent upon the configuration of each channels modification profile.

5.1.2.15 The System must allow for ADCNR staff to place any “Unit” on hold for administrative or maintenance purposes. “Units” on hold must be removed from availability for the duration of the hold. Any hold must contain the name of the person placing the hold and the reason for the hold. “Units” on hold must still show in inventory and must show as vacant on occupancy reports.

5.1.2.16 The System must collect, at a minimum and for all “Units,” the guest’s name, address, phone number, email address, date of birth, the number of occupants or people in the party, number of children, number of pets, number of vehicles, vehicle license number. In addition, the System must also collect information about equipment type and the primary contact name (if different than the name of the occupant) for each unit (for example: boat and trailer). For groups, the System must collect the name of the group and the contact information for the responsible party.

5.1.2.17 Each reservation must have its own unique identification number. Any modification must become part of the original reservation and have the same identification number.

5.1.2.18 The System must calculate all reservation fees at the time of the reservation and be able to collect all fees at the time of the reservation.

5.1.2.19 The System must be capable of allowing guests to make reservations in real time, even while they are on a park property (e.g., for walk-in guests without prior reservations, who may choose check availability and reserve from the comfort of their vehicle; or walk into a park office and choose to use a self-service kiosk). The System must be able to check them in, calculate all fees, and process the payment of the fees in real time.

5.1.2.20 The System must allow ADCNR's authorized users to enter reservations and/or check in guests in for any date or date range in the past. This is to allow parks to manage guests who arrive or walk-in during periods when there is no staff on duty to assist them.

5.1.2.21 The System must allow the check-in of multiple sites in a single transaction.

5.1.2.22 The System must allow the addition of notes or comments to any reservation by park staff.

5.1.2.23 The System must give the guest the opportunity to opt in or opt out of email marketing.

5.1.2.24 The System must give park staff the ability to create special packages that have one price but include overnight fees, meal charges, event charges, and etc. These packages must be configurable to allow the component fees to be displayed or not displayed (hidden).

5.1.2.25 The System must give park staff the ability to create promotional rates and discounts. These promotional rates and discounts must be configurable to be available for any date or date range and for all parks, specific park, specific "Unit," "Unit Group," "Unit Group Area," "Unit Type" or all "Unit Types."

5.1.2.26 The System must print permits. The permit must include the unit number, occupant's last name, the reservation or confirmation number, number of vehicles, license numbers of registered vehicles, arrival date, and the due out date. The due out date must be capable of being printed in DD/MM format at a minimum of 0.75 inch.

5.1.2.27 The System must print and/or email confirmations of all reservations, cancellations or modifications. Confirmations must be able to be reprinted and re-emailed. The confirmations must be configurable to include custom text and graphics. The confirmations must be configurable to automatically insert reservation specific information such as, reservation or confirmation number, reservation date, arrival date, due out date, "Unit Type," "Unit" number if assigned, check in and check out times, itemized fees collected, itemized fees due, total fees collected, and total fees due, etc.

5.1.2.28 The System must be able to print a check in sheet for each reservation. At a minimum, the sheet must be configurable to include park specific information and rules, guest name and address, reservation or confirmation number, arrival date, due out date, fees paid, fees due, adults in party, children in party, names of people in party, pets in party, etc. The specific information on the check-in sheet must be editable at the time of check-in.

5.1.2.29 The System must maintain a history of all of a guest's visits to various state parks. The reservation histories must include: park name, dates of visits, reservation numbers, "Unit Types," and "Unit" numbers. The histories must be viewable by the

guest over the Internet, by park staffs, and by authorized HQ personnel. At a minimum, guests must be allowed to perform the following functions; however, the System must allow the Primary System Administrator to disable and/or re-enable any of these functions as needed:

- View past, current and future reservations
- Add reservation comments
- Add and remove additional guests, vehicles and pets to a reservation
- Purchase additional Add-Ons
- Update their contact and RV information
- Cancel their reservation
- Resend email and text message notifications
- Check-in and check-out of their sites
- Electronically sign required forms prior to check-in
- View outstanding balances and make payments
- View, download, and print site-specific forms and documents
- Add, store, edit, and delete payment card information in compliance with PCI-DSS requirements

5.1.2.30 The System must be configurable to allow different conditions or requirements between different parks, within the same park, within the same “Unit Group,” and within the same “Unit Type,” such as minimum length of stay, “Unit” design, “Unit Type,” use and/or availability seasons, and etc.

5.1.2.31 The System must allow users of the field channel and HQ staff to override various restrictions that apply to reservations made through the System.

5.1.2.32 The System must be configurable to allow changes in reservations requirements, such as minimum length of stay. For example, if there is a 7-night minimum and there is a 7-night period for a particular “Unit” that is not sold out, the System must allow the stay period for this “Unit” and this 7-night minimum period to be changed to a shorter minimum period.

5.1.2.33 The System must be configurable to allow reservation cutoffs at any designated time up to the time of arrival.

5.1.2.34 The System must allow unique and identifiable transaction records (folios) to be created when the guest checks in at the park. This record (folio) must display all information from the reservation including any deposits or payments made. Additional transactions must be able to be entered on this record (folio) as they are made at the park. These transactions must include, at a minimum: new charges such as additional nights, POS, miscellaneous charges and fees, and payments to close out the transaction record (folio). This record (folio) must allow authorized park users to change

rates, enter discounts, make refunds, receive payments, etc.

5.1.2.35 The System must allow authorized users to make refunds to a previous guest. The refunds must default to the original payment method but also be allowed by a Valutec gift card to be issued by ADCNR.

5.1.2.36 The System must be configurable, per park and per channel, to allow multiple reservations per transaction.

5.1.2.37 The System must be configurable to allow multiple reservations in one transaction without limit unless a maximum number of reservations is set by the Primary System Administrator.

5.1.2.38 The System must allow reservations based on availability (“Unit” number assigned upon arrival) and “Unit” specific reservations (“Unit” number assigned at the time of reservation).

5.1.2.39 For day use “Units,” the default reservation duration will be one full day; however, the System must be configurable to allow reservations for hour increment durations.

5.1.2.40 The System must allow searchable attributes from all channels. At a minimum, the attributes must include: park name, “Unit Group,” “Unit Group” area, “Unit” number or name, “Unit” status (reserved, available, park sale only, closed), pet or non-pet “Unit,” maximum number of occupants, and cost per night.

5.1.2.41 The System must have interactive and printable maps for each park that are useable from all channels. The interactive maps must be configurable to allow “Unit” specific information to be shown. At a minimum, this information must include the ability to use some or all of the following: photographs (multiple, but no less than 5 per Unit, plus 360-degree panoramic photos and videos); shade (full, none, partial); distance to other park features; bedding type and quantity; air conditioned or non-air conditioned; and included amenities/equipment.

5.1.2.42 The System must be able to host, or link seamlessly to, videos, 360-degree panoramic videos, and 360-degree virtual reality (VR) videos, for each Unit and for certain park amenities.

5.1.2.43 If a park has more than one lodging area or any other combination of “Unit Group” areas, there must be interactive and printable maps of each “Unit Group” area.

5.1.2.44 The System must allow guests viewing the interactive map to zoom in and out to view the whole facility, parts of the facility such as “Unit Groups,” “Unit Group Areas,” and individual “Units.”

5.1.2.45 The System’s maps must allow reservations to be made from the “Unit’s” location on the interactive map. The System must have interactive and printable maps for each park that are useable from all channels. The interactive maps must be configurable to allow “Unit” specific information to be shown. At a minimum,

this information must include the ability to use some or all of the following: photographs (multiple, but no less than 5 per Unit, plus 360-degree panoramic photos and videos); shade (full, none, partial); distance to other park features; bedding type and quantity; air conditioned or non-air conditioned; and included amenities/equipment. The System must be able to host, or link seamlessly to, videos, 360-degree panoramic videos, and 360-degree virtual reality (VR) videos, for each Unit Group and for certain park amenities.

5.1.2.46 The System's maps must allow reservations to be made from the "Unit's" location on the interactive map so that both guests and staff may select a specific Unit or site ("Unit Specific Reservations").

5.1.2.47 The System's maps must show other features on the park. International symbol icons must be used when applicable.

5.1.2.48 The System must allow authorized users to easily update all maps, at a minimum, including: adding, deleting, or moving "Units," changing "Unit" numbers, changing "Unit Types," changing the map legend, and map comments.

5.1.2.49 Maps must be approved by ADCNR prior to use.

5.1.2.50 The System must be configurable to allow "add-ons" to be created to add retail items to reservations being made through all channels.

5.1.2.51 The System must allow users on all channels to see availability at all parks on one screen.

5.1.2.52 At a minimum, the System must allow ADCNR park staff to register guests; check in guests with reservations; modify, move, or cancel a reservation; move an in-house guest; check out guests; collect and process cash, check, and payment card transactions; and view guest histories.

5.1.2.53 The System must be accessible on a mobile device to make sales; check guests in and out; move a guest to another "Unit;" and collect cash, check, and payment card transactions within the scope of PCI compliance requirements. If these transactions are made while the mobile device is not connected to System, the transactions will be updated, synced, and processed automatically and immediately when the device is re-connected to the System. System must be able to reconcile guest reservation records with payments accepted via mobile devices which are not connected to the internet at the time payments are entered, immediately upon reconnection to the internet.

5.1.2.54 The System must be able to print a receipt on a wireless mobile printer for transactions made on a mobile device.

5.1.2.55 The System must be able to email a receipt to the guest for all transactions.

5.1.2.56 The System must only allow users access to the System at the park(s) where they are assigned. The user must be able to access the System at all parks to which they are assigned with a single username and password.

5.1.2.57 The System must maintain a non-editable audit journal for each reservation and guest transaction record (folio) that shows every entry and change. The entries in these journals must show the state before and the state after the entry or change and be identifiable by user, date, and time.

5.1.2.58 The System must have a Point of Sale (POS) function that allows for the sale of merchandise and features cash management controls, including day, shift, and cash drawer close out features.

5.1.2.59 The System must be capable of recording sales of a variety of passes, permits, and tickets, including but not limited to, day-use passes, annual / seasonal passes, tour tickets, event admission tickets, amenity passes/tickets, off-road trail user passes and tickets, etc. The System must be capable of creating issuable passes, permits, and tickets which can be provided to the guest by a variety of methods, including virtual (electronic), printed paper, printed card, and plastic "ID card." The System should include an option for the guest to select a background setting on the plastic card method for an additional fee.

5.1.2.60 The System must generate an itemized receipt, including the name of the product, price paid, and any taxes for the purchase or rental of goods and services with a unique transaction number for each receipt.

5.1.2.61 The System must have the capability to prompt staff (POS, reservationists) and guests (online) to offer additional goods and services to purchase ("Suggestive Selling" or "Upselling").

5.1.2.62 The System must have the capability to prompt staff (POS, reservationists) and guests (online) to ask guest if they would like to contribute to the SPD and/or the SPD Foundation including, but not limited to, "rounding up" their purchase to the next even dollar.

5.1.2.63 The System must print the name of the park on any and all receipts.

5.1.2.64 The System must adequately display the product name in the shopping cart, so it is easy for guests and park staff to identify what is in the cart.

5.1.2.65 The System must process the sale of items that can be sold in varying imperial units, including pounds or gallons.

5.1.2.66 The System must allow on screen descriptions of POS items at least 25 characters long.

5.1.2.67 The System must allow items to be directly added to the cart by various methods, including the use of: keyboard; mouse; touch screen; barcode scanning; QR code scanning; and one touch keys. Adding products to the shopping cart must not require any additional steps after the one touch key is selected or the barcode is scanned.

5.1.2.68 The System must utilize manufacturers UPC codes on retail items as a means to scan products for sale and inventory adjustments.

5.1.2.69 The System must allow authorized users to change prices.

5.1.2.70 The System must allow authorized users to calculate and distribute refunds to guests. Refunds must be allowed with or without a receipt. Refunds must be made in the same payment method, cash or payment card, as the original transaction. At the park's option, a refund may be issued using an SPD Valuetec gift card. Refunds must be allowed to be limited to a maximum amount, and SPD must be able to limit these refunds differently by payment method. Each of these refund options must be configurable in the System to conform to ADCNR's current and future business rules. Any refunds must be shown in the park's daily report.

5.1.2.71 The System must give the option of printing or not printing a receipt for cash transactions.

5.1.2.72 The System must calculate change for a cash transaction and display this amount for sufficient time to allow the user to make the change from the drawer.

5.1.2.73 The System must allow for the return or exchange of merchandise. Any returns must be reflected in the park's inventory.

5.1.2.74 The POS function of the System must be able to continue to operate completely if connectivity is lost. Transactions must be able to be limited to cash or check only when there is no connectivity. Transaction data must be updated, synced, and processed, automatically and immediately, when connectivity is re-established.

5.1.2.75 The System must have at least 20 quick sale buttons, activated by mouse or touch screen, to add the associated items to the cart in one step.

5.1.2.76 The System must allow for quick look up for a product if the barcode scan does not work.

5.1.2.77 The System must have a complete inventory component to track product inventories.

- 5.1.2.78 The System must allow each park to maintain a separate inventory.
- 5.1.2.79 The System must include a method of tracking VENDOR returns.
- 5.1.2.80 The System must allow authorized users to “write off” or adjust down product counts.
- 5.1.2.81 The System must allow new products to be entered into the inventory.
- 5.1.2.82 The System must be configurable to allow each park to have a master inventory and sub-inventories for each of a park’s retail locations. The System should allow the POS at each retail location to display only the items in the inventory of location. An example would be that the master inventory would show 20 pink rubber snakes while the Trading Post’s sub-inventory would show 15 pink rubber snakes and the Gift Shop’s sub-inventory would show 5 pink rubber snakes. The System should allow one retail location to transfer inventory to another location.
- 5.1.2.83 The System must allow multiple methods of entering inventory adjustments, including the use of bar code readers.
- 5.1.2.84 The System must be able to calculate average cost for items in the inventory by dividing the total cost by the number purchased. This average cost must be displayed in the System in the screen where retail price is set.
- 5.1.2.85 The System must allow the retail price to be set by direct amount entry or by a percentage multiplier applied to the average cost.
- 5.1.2.86 The System must calculate a dollar value for the inventory at a park by product, by group of related items, and for the entire inventory.
- 5.1.2.87 The System must allow for a partial physical inventory to be conducted without closing out the entire inventory.
- 5.1.2.88 The System must allow for physical inventories to be conducted by using a hand-held scanning device. Data collected on the device must be able to be uploaded into the System. The VENDOR will either sell the scanner(s) to ADCNR or specify a model and supplier for ADCNR to purchase from. Any purchases ADCNR makes of hand-held scanning devices from the VENDOR will be made separately from this Contract and the price of these scanners will not be considered a part of this Contract.
- 5.1.2.89 The System must allow transfers of stock to and from other parks.
- 5.1.2.90 All inventory transactions and adjustments must be tracked in non-editable audit journal. Authorized Users must be able to view and print these audit journals.

- 5.1.2.91 The System must allow the inventory to be viewed in multiple orders such as: by item number, by purchase date, by supplier, by groupings of like items.
- 5.1.2.92 The System must be able to generate a unique barcode for items that are received without barcodes.
- 5.1.2.93 The System must receive and record all information for reservations and rental of “Units” including, at a minimum: name, address, telephone number, email address, number of adults, number of children, number of nights reserved, deposits or fees collected, deposits or fees refunded, payment card brand, payment card number, payment card expiration date, and any notes.
- 5.1.2.94 The System must apply credit information to guest transaction records (folios) for any fees or deposits collected. The System must deduct credit to guest transaction records (folios) for any fees or deposits refunded.
- 5.1.2.95 The System must process payments and refunds from Visa, MasterCard, Discover Card, American Express payment cards, checks, SPD Valutec gift cards, and cash.
- 5.1.2.96 The System must interface seamlessly with Total Systems Services, Inc. (“TSYS”) for credit card processing, and Valutec Card Solutions for gift card sales and acceptance, or other payment card processing system designated by ADCNR.
- 5.1.2.97 The System must be capable of collecting, processing, and posting, to guest transaction records folios, the payment card reservation deposits and other payment card transactions made. The funds for these payments must be processed and deposited through the System payment card processing system designated by ADCNR.
- 5.1.2.98 The System must process payment revenue collected by the park channel through the System payment card processing system designated by ADCNR.
- 5.1.2.99 The System must allow check and cash revenue to be collected and processed through the park channel.
- 5.1.2.100 Any fees for payment card transactions will be paid for by ADCNR directly to the billing source.
- 5.1.2.101 The System must capture payment card information through a swipe reader and chip reader.
- 5.1.2.102 The System must capture Card Verification Value (CVV) number when accepting payment cards.

- 5.1.2.103 The System must allow for manual entry of all payment card information, including: name, address and/or ZIP code, card number, CVV number, and expiration date.
- 5.1.2.104 The System must be secured to protect all personally identifiable information (PII) and must, at all times, be compliant with any existing or future applicable law.
- 5.1.2.105 The System must, at all times, be compliant with the latest applicable version of the Payment Card Industry Data Security Standards (PCI-DSS).
- 5.1.2.106 The System must require the guest to supply a second payment card number, if the first payment card number is declined by the processor.
- 5.1.2.107 The System must encrypt and mask payment card information. No more than the last four numbers may be displayed on receipts.
- 5.1.2.108 The System must allow authorized users to post new charges to a guest's previous transaction after the initial transaction has been completed.
- 5.1.2.109 The System must allow refunds to payment cards when that payment card number was used for the original payment.
- 5.1.2.110 The System must allow payment card refunds after the original transaction.
- 5.1.2.111 At a minimum, the System must allow ADCNR to research all payment card transactions that originated in the System based on date, last four digits of card number, amount of transactions, guest's name, receipt number, transaction number, and location where the transaction originated.
- 5.1.2.112 The System must allow authorized users to access and run reports at any time. These reports must be printable. At a minimum, the reports must include the report title, column headings, date and time the report was generated, on all pages. The System must allow these reports to be exportable or downloadable into Microsoft Excel and the Excel formatting must closely approximate the report as viewed on screen.
- 5.1.2.113 The System must allow all reports to be exported as PDFs and, on demand, emailed to a specified address. The System must also allow for specific reports to be configured to be automatically emailed.
- 5.1.2.114 The System must support application programming interfaces (API) for various applications, including but not limited to, use with customer-relationship management (CRM) software products such as Qualtrics / SAP.

5.1.2.115 If a report's requirements, below, indicate that the report must be able to be displayed for a specified date or date range; the date or date range must begin from the point in time that the System began operating and must include any historical data that was entered into the System from before the System was in operation. The date or date range must extend into the future for the entire period for which information is in the System.

5.1.2.116 All reports must be sortable by each of the fields in the report.

5.1.2.117 If the report's requirements, below, indicate that the report must be configurable to display the results for a park, a specified group of parks, or all parks, the results must be displayed for each park separately and in a format that makes comparisons between parks easy to see. If the report is configured to display for a group of parks or all parks there must also be a grand total displayed for all parks. The VENDOR may suggest that reports be simplified by splitting or combining the reports specified in this document.

5.1.2.118 The System must produce a Detailed User Report. This report must provide all sales transactions that a specific user completed for a specified date or date range. At a minimum, the report must include Date, Item Number/Reservation Number, Item Description, Discount, and Method of Payment cash, check payment card and the payment card brand.

5.1.2.119 The System must produce a User's Collection Report. This report must produce a summary of all sales transactions that a user completed for a specified sales location within a park. This report must be configurable to produce for a specified date or date range. At a minimum, the report must include a total of all sales and/or refunds by the user by payment type, cash, check, payment cards and payment card brand. This report must also produce an end of shift count sheet that will be used when closing out a terminal.

5.1.2.120 The System must produce a POS Report. This report must provide a summary of all sales transactions by category and sub-category. This report must be configurable to produce for a park, a group of parks, or all parks. This report must be configurable to produce for a specified date or date range.

5.1.2.121 The System must produce a Total Users Collection Summary Report. This report must produce a park's total of all information from the Users Collection Report. The Report must produce for a specified date or date range.

5.1.2.122 The System must produce a POS Detail Report. This report will provide all sales transactions by category, sub-category and product for a park for a specified date or date range.

5.1.2.123 The System must produce a Use Report. This report will show the number of reservations, number of nights and revenues for overnight stays and other reservable “Units” based on stay date. The report will exclude any reservation fees. This report must be able to produce for a specified date or date range.

5.1.2.124 The System must produce a Collection Report. This report must produce a total amount collected for a park, with a breakdown of total payments by type and payment card brand and with a section showing taxable amounts and taxes paid.

5.1.2.125 The System must produce a Revenue Report. This report must produce a total of all revenue, excluding reservation fees. This must include all reservation, POS, and other revenues. This report must be configurable to produce for a specified date or date range.

5.1.2.126 The System must produce a Refund Report. This report shows all refunds for a park or for a location in a park that includes the user, type of refund, including price changes, amount of refund and any comments associated with the refund. This report must be configurable to produce for a specified date or date range.

5.1.2.127 The System must produce a VENDOR Return Report. This report must produce all POS products that have been written off or returned to the VENDOR. At a minimum, the report must include the user, product and quantity written off, value of the write-off and any comments associated with the transaction. This report must be configurable to produce for a specified date or date range.

5.1.2.128 The System must produce a Reservations Revenue Report. This report must produce all revenue received and refunds issued for reservations by “Unit Group,” by “Unit Group Area,” by “Unit Type,” and a total of all reserved. This report must be configurable to produce by park, group of parks, or all parks. This report must be configurable to show this information made through one channel, any two channels or all three channels. This report must produce a grand total for all channels in the report. This report must be configurable to produce for a specified date or date range.

5.1.2.129 The System must produce a Reservations Made Report. This report must produce the number of reservations made by “Unit Group”, by “Unit Group Area”, by “Unit Type”, and a total of all reserved. This report must be configurable to product by park, group of parks, or all parks. This report must be configurable to show this information made through one channel, any two channels or all three channels. This report must produce a grand total for all channels in the report. This report must be configurable to produce for a specified date or date range.

5.1.2.130 The System must produce a Revenue & Nights per Reservation Report. This report must produce the revenue per reservation and the number of nights per

reservation. The report must be configurable to produce by “Unit Group”, by “Unit Group Area”, by “Unit Type”, and a total for all. This report must be configurable to produce by park, group of parks, or all parks. This report must be configurable to show this information made through one channel, any two channels or all three channels. This report must produce a grand total for all channels in the report. This report must be configurable to produce for a specified date or date range.

5.1.2.131 The System must produce a Revenue Transmittal Field Report. This report must list all revenue, by revenue account and location, and must show totals by category of account. This report must be configurable to produce for a park, a group of parks, or all parks. This report must be configurable to produce for a specified date or date range. This report must be configurable to show either all transactions, payment type, and payment card brand.

5.1.2.132 The System must produce a Cancellation Adjustment Report. This report must produce refund information for all reservations and POS transactions at a park. This report must be configurable to produce for a specified date or date range.

5.1.2.133 The System must produce a Check Refund Report. This report must produce a detailed report of the names and address of customers owed a refund via a check. This report must also list the reservation identification number, guest identification, and amount for each refund. This report must be configurable to display this information for each park, a specified group of parks, or all parks. This report must be configurable to produce for a specified date or date range.

5.1.2.134 The System must produce a Payment Card Report. This report must display all payment card transactions and must include: the date, last four digits of card number, amount of transaction, guest’s identification, receipt number, the payment card brand, transaction number, and location where the transaction originated. This report must be configurable to produce this information for a park, a group of parks, or all parks. This report must be configurable to produce for a specified date or date range.

5.1.2.135 The System must produce a Payment Card Transactions Report. This report must show a total of all payment card transactions by payment card brand. This report must be configurable to produce for a specified date or date range.

5.1.2.136 The System must produce a Revenue Comparison Report. This report must display all revenues at a park or for a specified group of parks, and it must be able to compare by “Unit Group”, by “Unit Group Area”, by “Unit Type”, and a total of all. This report must be configurable to produce for a specified date or date range.

5.1.2.137 The System must produce a Time Comparison Report(s). This report must display a comparison between two configurable time periods. This report must be

configurable to compare: occupancy, unit nights per reservation, revenue per reservation, and average daily rate. This report must be configurable to display by the “Unit Group”, by “Unit Group Area”, by “Unit Type”, and a total of all. This report must be configurable to produce by one channel, any two channels, or all three channels. This report must be configurable to display for a park, a group of parks, or all parks.

5.1.2.138 The System must produce an Arrivals Report. This report must show all arrivals for a specific date or date range at a park. At a minimum, the report must include occupant name; reservation ID; “Unit” number; number in party; equipment; departure date; balance due; any discounts and name of person making reservation. Once a guest has checked-in, that guest must no longer appear on the Arrival Report. The report must be configurable to display a “Unit Group,” by “Unit Group Area,” by “Unit Type,” and a total of all.

5.1.2.139 The System must produce an In-House Report. This report must show the number of each “Unit,” the name of the guest in each “Unit” and check out date. This report must be configurable to display a “Unit Group,” by “Unit Group Area,” by “Unit Type,” and a total of all. This report must be configurable to produce for a specified date or date range.

5.1.2.140 The System must produce an Availability Report. This report must show all available “Units” for specified date or date range. This report must be configurable to display a “Unit Group,” by “Unit Group Area,” by “Unit Type,” and a total of all.

5.1.2.141 The System must produce a Daily Housekeeping Report. The report must display each “Unit” and the status of that “Unit;” “Checking In, Checking Out, or Stay Over.” The report must be configurable to show a “Unit Group,” a “Unit Group Area,” some “Unit Groups,” some “Unit Group Areas,” and all “Unit Groups.” This report must be configurable to produce for a specified date or date range.

5.1.2.142 The System must produce a Guest Report. This report will produce a list of all guests who have or had a reservation in the park for a specified date or date range. At a minimum, the report will show guest name, address, phone number, license number, and email address.

5.1.2.143 The System must produce an Email Report. This report must be configurable to produce an email list. This list must be configurable by the guest’s zip code, group of zip codes, or zip code range, state of residence, with the capability to filter results using any data field in the guest’s account.

5.1.2.144 The System must produce an Occupancy Report. This report must show the actual number of “Units” available, the actual number of “Units” rented, and the percentage of “Units” rented. This report must be configurable to display by the “Unit

Group,” by “Unit Group Area,” by “Unit Type,” and a total of all. This report must be configurable to produce by one channel, any two channels, or all channels. This report must be configurable to display for a park, a group of parks, or all parks. If the report is configured to display for a group of parks or all parks, it will display each park separately. This report must be configurable to produce for a specified date or date range.

5.1.2.145 The System must produce a Visitor Statistics Report. This report must display the number of guests by zip code, city or state. This report must be configurable to produce for a specified date or date range. The report must be configurable to display a park, a group of parks, or all parks, with the capability to filter results using any data field in the guest’s account.

5.1.2.146 The System must produce a Physical Inventory Form. This form must list all items entered as inventory at a specified POS location. The report must be configurable to be produced separately for every POS location on a park. This form will be used for recording a physical inventory.

5.1.2.147 The System must produce a POS Inventory Report. This report must be produced for each retail sales location on a park. This report must be able to print a complete inventory, or a specified inventory item category and run the report for only that category. The report must allow the results of a physical count of each item to be entered. This report must be able to be set for a specific date in the past to produce a snapshot of the inventory at the end of a specific day in the past.

5.1.2.148 The System must produce a Gross Margin Report. This report must be produced for each location of retail sales on a park. This report must be able to be configured for a specified date range. This report must produce the dollar value of the following: the cost of the beginning inventory, the cost of added inventory, the cost of goods available for sale, the cost of the ending inventory, the cost of goods sold, the gross sales, and the gross margin.

5.1.2.149 The System must produce an Inventory Discrepancy Report. This report must show any discrepancies between a physical inventory count and the amounts recorded in the inventory system. This report must be configurable to produce for a specified date or date range.

5.1.2.150 The System must produce an Inventory Transaction Report. This report will show all inventory transactions including type of transaction (added products, sale of products, returns, write-offs, etc.), product description and/or product identification code, date and time of transaction, value of the transaction (cost of goods entered), user name and any comments. The report must be configurable to show specified type(s) of transactions. The report must be configurable to produce for a specified date or date range. The report must be configurable to be produced for any or all products.

5.1.2.151 The System must produce a Time of Reservations Report. This report must show the amount of reservations entered activity levels by time periods. The report must be configurable to show activity levels by month, day of the week, date, and time of day.

5.1.2.152 The System must have the capability to produce “Ad Hoc” Reports (reports that are put together creatively by users in real-time) in addition to pre-designed template reports.

5.1.2.153 The System must allow creating new reservations, modifying existing reservations, checking guests in and out, selling POS items, collecting and processing fees and payments, and making refunds, all in a single transaction.

5.1.2.154 The System must allow easy updates to rates and fees for any item sold through the System. The updating process must include ability to make mass updates, seasonal adjustments and exceptions. The rates and fees must be able to be set out to any date in the future.

5.1.2.155 The System must allow all ADCNR park facilities to accept cash, credit cards, debit cards, SPD Valutec gift cards, and checks as payment.

5.1.2.156 The System must accommodate a minimum of ten (10) tax types for all reservation, retail transactions, and other transactions. The tax rates and applicability will vary based on location and type of sale.

5.1.2.157 The System must be able to be easily adjusted to reflect changes in tax rates and tax laws.

5.1.2.158 The System must allow for the field to exempt a reservation or retail sale from any or all of the taxes for that particular transaction.

5.1.2.159 The System must allow for creation of users with a range of user authorization levels. Users must be able to be added, modified or deleted as operational needs change. At a minimum, the levels must include:

Reports Only – This level must only have access to non-financial reports.

Basic Level - This level must be configurable to have access to registration, reservation, and POS functions. This level must have access to the reports and functions necessary to close out a user, shift, day, and/or cash drawer.

Supervisor Level - This level must be configurable to have access to registration, reservation, and POS functions. This level must have access

to the reports and functions necessary to close out a user, shift, and/or cash drawer. This level must have access to all reports. This level must have access to all inventory functions. This level must be able to waive business rules and override prices in the System.

Park Management Level - This level must have access to all registration, reservation, POS, and park specific System configuration functions. This level must have access to the reports and functions necessary to close out a user, shift, and/or cash drawer. This level must have access to all reports. This level must have access to all inventory functions. This level must be able to waive business rules and override prices in the System. This level must be able to create users and assign access levels without the use or involvement of the VENDOR.

Central Office (HQ) Level - This level must have access to all functions of the System for all parks. This level must be able to access each park individually using a single log-in.

Authorized User – any user must be configurable for special authorization for certain tasks. These tasks are noted in these specifications.

5.1.2.160 The System must function over workstations having internet connectivity, designated by ADCNR.

5.1.2.161 The System must function on mobile devices. Mobile devices must have full functionality when the mobile device is connected, via WiFi, Bluetooth, cellular, or other method, to the System. Mobile devices must be able to function when not connected to the System and must be able to be synchronized and updated immediately when the device is reconnected to the System. Any conflicts, such as double bookings, that result from synchronization must be immediately displayed to be resolved.

5.1.2.162 The System must include multilingual capability.

5.1.2.163 The VENDOR is responsible for all System hosting and disaster recovery. The VENDOR must make a complete backup of the System and all data a **minimum** of 3 times a day, every day. The VENDOR must provide storage of the complete backup at a secure location off-site of the hosting location. The VENDOR must ensure that the System can immediately recover any data lost due to any failure.

5.1.2.164 The VENDOR must submit a disaster recovery plan to ADCNR for approval, describing how business operations will continue in the event of disruption or complete system failure. The VENDOR must apply recognized industry standards governing disaster preparedness and recoveries including the ability to continue operating the System in the event that the primary hosting facility is rendered inoperable and the operations have been seamlessly transferred to a separate hosting facility in a separate geographic location. The off-site disaster recovery environment must be activated upon complete failure of the System at the primary hosting facility due to disaster. The disaster recovery environment must fully replicate the System at the primary hosting facility. The VENDOR must notify ADCNR immediately in the event of System fail-over to the off-site disaster recovery environment.

5.1.2.165 All data, records, and reports relating to the SPD and ADCNR and the customers of the SPD and ADCNR (collectively, Records), whether in existence at the Execution Date hereof or compiled thereafter in the course of performing the Services, shall be treated by VENDOR and its subcontractors as the exclusive property of ADCNR and the furnishing of such Records, or access to such items by, VENDOR and/or subcontractors, shall not grant any express or implied interest in or license to VENDOR and/or its subcontractors relating to such Records other than as is necessary to perform and provide the Services to ADCNR. Upon request by ADCNR at any time and from time to time and without regard to the default status of the parties under the Agreement, VENDOR and/or its subcontractors shall promptly deliver to ADCNR the Records in electronic format and in such hard copy as exists on the date of the request by ADCNR.

5.1.2.166 The VENDOR must provide a list of clients who are using the System, along with contact names, phone numbers, and e-mail addresses.

5.1.2.167 The VENDOR must create, maintain and update, as required, a Training Plan approved by ADCNR, and develop and provide training materials. Training must be coordinated with ADCNR to ensure that training meets the objectives and needs of ADCNR. The VENDOR must provide performance support once trainees complete initial training.

At a minimum, the training must include:

An overview of the training methods used and identify the training sessions and associated objectives, including the format and content of all training material to be developed and supplied by the VENDOR;

A schedule of hands-on training approved by ADCNR, which includes training for central office (HQ) users and designated supervisory users in the field as well as training for employees who are responsible for daily activities such as checking in campers, registering campers, processing POS transactions, and performing physical inventories and counts;

A schedule in multiple sessions so that some staff can remain at work and keep park facilities open while others attend training;

Training sites that provide all equipment and resources necessary for hands on training. ADCNR may assist in finding training sites but the VENDOR is not obligated to use these sites and remains responsible for providing the training locations suitable to ADCNR;

A schedule that identifies the “go live” date and ensures initial training sessions are completed prior to implementation and operation of the System on the “go live” date;

A description of training methods for staff hired after the initial implementation of the System;

The development of manual(s) to be used as reference material for operations after the initial implementation of the System. The user manual(s) must be in separate functional sections for: Lodge/Hotel Room/Cottage/Day Use Facility Reservations, Registration, and Management; Event Management, Sales & Catering; Housekeeping and Maintenance; Restaurant/Banquet; Point of Sale; Reports; Configuration; System and any other operation section deemed necessary. An electronic copy of the user manual(s), that can be printed in part or in whole, must be provided to ADCNR so it can be posted by ADCNR in a manner that all users can access the manual. The manual(s) should also be accessible by users from the System. The manual(s) must be updated when there is a change in the program that impacts the operation of the program.

The training plan may include entering operational data such as future reservations and resale inventory; however, a system of checks must be in place to insure the accuracy of data. If the VENDOR chooses to use “entering operational data” as part of the training, the VENDOR must ensure that the entering of operational data does not delay the “go live” date. The development of a training application that is a replica of the live application must be available, so staff can utilize the training environment as needed.

5.1.2.168 The VENDOR will conduct monthly security risk analyses. The VENDOR must immediately notify ADCNR of any security breaches within one hour of discovery, followed by written notice within one day.

5.1.2.169 The VENDOR must provide tech support for System operations, by both telephone calls to an 800 number and email.

5.1.2.170 The VENDOR must provide a Help Desk to support System operations. **Regular** business hours for the Help Desk must be available at a minimum: 8:00 a.m. to 7:00 p.m. Fridays and Saturdays; and 8:00 a.m. to 5:00 p.m. Sunday through Thursday; all times are Central Time Zone. Otherwise, **On-Call** System support must be available 24/7/365.

5.1.2.171 The VENDOR must keep a Help Desk Log of all calls to the Help Desk, which describes the time of the incoming call, a summary of the question or problem, how the problem was resolved and the time of resolution.

5.1.2.172 Calls to the Help Desk must be answered within the fifth ring or thirty (30) seconds. If an automated voice response system is used, an option must exist that allows the caller to speak with an operator. Total wait time to speak with an operator must not exceed two (2) minutes.

5.1.2.173 The VENDOR must provide its Help Desk operators the training and access to technical resources necessary to answer inquiries relating to System availability, System software issues, user security level issues, integration issues, and other issues related to use of the System.

5.1.2.174 The VENDOR must staff the Help Desk with the number of operators appropriate to meet the needs of ADCNR.

5.1.2.175 The VENDOR must provide daily reporting on Help Desk activities to the designated ADCNR staff. These reports should include details on all calls received by the Help Desk.

5.1.2.176 The VENDOR will maintain a Failure Report listing all failures to deliver any function of any paragraphs in the Contract. This report must include: a description of each failure; the date and time each failure began; the plan of action for each failure; the current status of each failure; and the VENDOR representative, including contact information, responsible for resolution of each failure. This report must be provided to

designated ADCNR staff no later than 10:00 am each day. The VENDOR may use a maintenance ticket system.

5.1.2.177 The VENDOR will notify the designated ADCNR staff of any failure of the complete Online Software System to either a park or all parks. This notification must be made within ten minutes of the failure.

5.1.2.178 First Progress Demonstration:

No later than 10:00 am, on the first working day after sixty (60) calendar days from the award of the Contract, the VENDOR must demonstrate functionality for each paragraph of these specifications. This Demonstration shall be attended by designated ADCNR staff and members of the VENDOR's staff who are able to make decisions necessary to meet any discrepancies as identified by the ADCNR. The ADCNR shall classify each paragraph as "Accepted" or "Not Accepted." The VENDOR must be able to demonstrate a minimum of fifty percent (50%) of paragraphs at the "Accepted" level. This demonstration may take up to three working days.

5.1.2.179 Second Progress Demonstration:

No later than 10:00 am, on the first working day after ninety (90) calendar days from the award of the Contract, the VENDOR must demonstrate functionality for each and every paragraph not previously classified as "Accepted," of these specifications. This demonstration shall be attended by designated ADCNR staff and members of the VENDOR's staff who are able to make decisions necessary to meet any discrepancies identified by ADCNR. The ADCNR shall classify each paragraph as "Accepted" or "Not Accepted." The VENDOR must be able to demonstrate seventy five percent (75%) of paragraphs at the Accepted level. This demonstration may take up to three working days.

5.1.2.180 Final Process Demonstration:

No later than 10:00 am, on the first working day after one hundred and twenty (120) calendar days from the award of the Contract, the VENDOR must demonstrate full functionality for each and every paragraph of these specifications. This demonstration shall be attended by designated ADCNR staff and members of the VENDOR's staff who are able to make decisions necessary to meet any discrepancies identified by ADCNR. This demonstration may take up to three working days.

5.1.2.181 Training Deadline:

No later than 5:00 pm, on the first working day after one hundred and thirty-six (136) days from the award of the Contract, all park and HQ staff designated by ADCNR must have been trained on how to use the System. The training plan may include entering operational data such as future reservations and resale inventory; however, a system of checks must be in place to insure the accuracy of data. If the VENDOR chooses to use entering operational data as part of the training, the VENDOR must ensure that the entering of operational data does not delay the “go live” date.

5.1.2.182 Data Entry Deadline:

No later than 5:00 pm, on the first working day after one hundred and forty-three (143) days from the award of the Contract, all reservations, rate, price, historical, and configuration data, provided by ADCNR, must be completely entered into the System.

5.1.2.183 “Go Live” Deadline:

No later than 9:00 am, on the first working day after one hundred and fifty (150) calendar days from the award of the Contract, the VENDOR must make the System fully operational.

5.1.2.184 The VENDOR is responsible for all functions, described in the System Development and Implementation Deliverables section above. A failure is any failure to meet the deadlines, described in any paragraph of the Contract, of the System.

5.1.2.185 The VENDOR shall maintain a Development and Implementation Report listing all accomplishments meeting the Development and Implementation Deliverables section. Further the report shall list any failures to meet the deliverables schedule. This report must include: a description of each failure; the date each failure began; the plan of action for each failure; the current-status of each failure; and the VENDOR representative, including contact information, responsible for resolution of each failure. This report must be provided to designated ADCNR staff no later than 10:00 am Monday of each week until ADCNR certifies the “Go Live” Event has been successfully completed.

5.1.2.186 VENDORS must have the ability to obtain professional quality photographs of each Unit for inclusion in the System, if ADCNR determines such assistance is necessary in order to meet the deadlines specified in this solicitation, the terms of which to be decided after the selection process.

5.1.2.187 Additional capabilities of the new System shall include, but are not limited to:

- a. Integrated automated payment kiosks for visitor day use gate admission/parking meters
- b. Mobile ticketing application
- c. Self-service check-in kiosks
- d. Self-service equipment rental kiosks
- e. Technology to support fast-pass entrance lanes
- f. Online merchandise sales
- g. Online park guide or park guide application
- h. The System must be compatible with web-based technology and interfacing; able to operate in a variety of environments; able to operate with or without an Internet connection such as broadband, cellular, and connection speeds as low as 768kbps; and provide technical and/or customer support for desktop as well as mobile devices.
- i. The System shall have the capability to provide features related to custom marketing, such as email marketing management, social media marketing, promotional campaigns, park photo contests, search marketing, and marketing analytics reports.
- j. The System shall have the ability for an increasing number of organizations or users to access it (Administrative Scalability).
- k. The System shall have the ability to be enhanced by adding new functionality without disrupting existing activities (Functional Scalability).
- l. The System's Point of Sale (POS) shall have the capabilities described in this solicitation for processing sales of food and beverage (restaurant) services, in-room services (TV, Wi-Fi, and add-ons), tours, day trips, and spa/attraction activities.
- m. The System shall include Event Management (conference and reception organization) and Catering Management capability.
- n. The System shall include a module for Housekeeping Management and Property Maintenance. At a minimum, the Housekeeping Management functionality shall include management of room status, maid assignment for room cleaning based on a block or floor location, keeping lists of tasks for housekeepers, etc. At a minimum, the Property Maintenance functionality shall record hotel disruptions and repairs with the further assignment to park staff who will address the problem.

**List of ADCNR parks which will implement new System  
for Lodge Operations, and Point of Sale System**  
(Visit [www.AlaPark.com](http://www.AlaPark.com) for details about each park)

**1. Cheaha State Park, Delta, Cleburne County**

Online reservations and POS currently processed by Megasys Hospitality Solutions;  
Contract ends 9/30/2019.

**2. DeSoto State Park, Fort Payne, DeKalb County**

Online reservations and POS currently processed by Megasys Hospitality Solutions;  
Contract ends 9/30/2019.

**3. Joe Wheeler State Park, Rogersville, Colbert and Lawrence Counties**

Online reservations and POS currently processed by Megasys Hospitality Solutions;  
Contract ends 9/30/2019.

**4. Lake Guntersville State Park, Guntersville, Marshall County**

Online reservations and POS currently processed by Megasys Hospitality Solutions;  
Contract ends 9/30/2019.

**5. Lakepoint Resort State Park, Eufaula, Barbour County**

Online reservations and POS currently processed by Megasys Hospitality Solutions;  
Contract ends 9/30/2019.

**6 Optional Components:** The System may have the following optional components. VENDORS are instructed to provide an addendum to their proposal with details about these optional items, if applicable:

- 6.1** Marina Management
- 6.2** Hunting and Fishing License Management
- 6.3** Website Hosting
- 6.4** Harvest Reporting and Recording Management
- 6.5** Conservation Programs Multichannel Marketing Management
- 6.6** Golf Course Management
- 6.7** Campsite/Cabin/Day-Use Facilities Online Reservations & Management

## **7 Cost Proposal**

- 7.1 The Cost Proposal will be used as the primary representation of the VENDOR'S cost/price for the Professional Services and customized software as outlined in this RFP and will be used during the Proposal evaluation.
- 7.2 Pricing information must be included in the Cost Proposal Section, and only in the Cost Proposal Section; no pricing information may be included in any other Section responses. Inclusion of Cost Proposal information in any other Section or the Transmittal Letter may result in the Proposal being considered as non-responsive and will result in disqualification.
- 7.3 The ADCNR will only accept firm and fixed cost Proposals for this project. No time- and-materials Proposals will be considered.
- 7.4 Pricing is to be the best and final price. However, the ADCNR reserves the right to negotiate optional components and other considerations with the VENDOR to reach an amended Contract amount.
- 7.5 VENDORS will submit their pricing quotes as a percentage of revenue generated through all channels by this System minus refunds processed through this System. The approximate revenue that would have been processed through the System (lodge, hotel rooms, group lodges, cottages, POS, and day use facilities) had it been in place for previous years is as follows:
- October 1, 2015 – September 30, 2016: \$12,241,000.00  
October 1, 2016 – September 30, 2017: \$12,723,000.00  
October 1, 2017 – September 30, 2018: \$12,32,000.00
- 7.6 Cost Proposal must be signed by a company officer or representative empowered to bind the VENDOR to the provisions of this RFP and any Contract awarded pursuant to it.
- 7.7 VENDORS must include all expenses, including travel, lodging, and any subcontractor costs when preparing their Cost Proposal.
- 7.8 Payments will only be made on the successful completion and approval of deliverables by the ADCNR.

## 8 Evaluation and VENDOR Selection

### 8.1 Proposal Evaluation Categories and Weights

The categories to be considered in the evaluation of proposals are shown below. Each category must be weighted as follows, and one hundred (100) points is the maximum total number of points that must be awarded to a Proposal:

VENDOR Qualifications and Experience	20
Requirements	70
Costs	10

### 8.2 Proposal Evaluation Process

8.2.1 The evaluation process is designed to award the Contract to the VENDOR with the best combination of attributes based upon the RFP requirements and evaluation criteria that constitutes “best value” for the ADCNR.

8.2.2 The RFP Coordinator will coordinate the proposal evaluation process and maintain proposal evaluation records. An RFP Evaluation Committee, consisting of a broad base of ADCNR Subject Matter Experts, will be responsible for evaluating Proposals. The ADCNR will evaluate all proposals through a multi-stage process using a structured evaluation process.

8.2.3 All Proposals will be initially reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in the RFP. If the RFP Coordinator determines that a Proposal may be missing one or more such requirements, the RFP Evaluation Committee must review the Proposal to determine:

- a. if the Proposal meets requirements for further evaluation;
- b. if ADCNR requires further clarification(s) or corrections; or
- c. if ADCNR determines the Proposal is non-responsive and recommends rejecting it.

8.2.4 The Proposal evaluation process will be accomplished as follows:

The RFP Evaluation Committee shall evaluate responsive Proposals. The RFP Coordinator will compute the Cost score and Final score for each Proposal. The evaluation scoring shall use the pre-established criteria and weights set out in this RFP. VENDORS who submitted the top scoring Proposals will be contacted to schedule an oral presentation at ADCNR headquarters. The VENDOR will be liable for any costs associated with the presentation. After oral presentations have been made, Proposals will be scored again using the same criteria herein described.

The ADCNR reserves the right, at its sole discretion, to request clarifications with any or all VENDORS. The purpose of any such clarifications will be to ensure full understanding of the Proposal. Clarifications will be limited to specific sections of the Proposal identified by the Evaluation Committee or the ADCNR. If clarifications are made, the VENDOR shall put such clarifications in writing.

### 8.3 Contract Award Process

8.3.1 The RFP Coordinator will present the results from the Proposal evaluation process to the RFP Evaluation Committee; the RFP Evaluation Committee will present their recommendations to the State Parks Director and ultimately to the ADCNR Commissioner.

8.3.2 The ADCNR reserves the right to make an award without further discussion of any Proposal submitted. There may be no best and final offer procedure by the ADCNR among the VENDORS. Therefore, each Proposal should be initially submitted on the most favorable terms the VENDOR can offer.

8.3.3 After the evaluation of Proposals and final consideration of all pertinent information available, the ADCNR will issue an Evaluation Notice to all VENDORS. The notice will identify the VENDOR selected by the ADCNR. The notice will not create rights, interests, or claims of entitlement in the apparent best- evaluated VENDOR or any VENDOR.

8.3.4 If a VENDOR fails to execute and return the Contract drafted pursuant to this RFP and the final Contract negotiations within fourteen (14) days of its delivery to the VENDOR, the ADCNR may determine, at its sole discretion, that the VENDOR is non-responsive to the terms of this RFP, reject the Proposal, and open final Contract negotiations with another VENDOR.

8.3.5 Contract award must be subject to the Contract approval of all appropriate ADCNR officials in accordance with applicable state laws and regulations.

### 8.4 ADCNR's Rights Reserved

8.4.1.1 While the ADCNR has every intention to award a Contract as a result of this RFP, Issuance of the RFP in no way constitutes a commitment by the ADCNR to award and execute a Contract. Upon a determination such actions would be in their best interest, the ADCNR, in their sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to the selection and to select another

proposal;

- Waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a Contract on the basis of such a waiver (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance);
- Negotiate with any VENDOR whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a VENDOR'S proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP (amendments to the RFP will be made by written addendum issued by the State and will be posted on the RFP website);
- Not award any Contract

## 9 Definitions

The terms listed below shall have the meanings assigned to them for the purposes of this solicitation:

- 9.1 **“Contract Services”** means services for State Parks Reservations and Point of Sales, as more fully described in these specifications.
- 9.2 **“ADCNR”** (also referred to as “Agency”) means the Alabama Department of Conservation and Natural Resources.
- 9.3 **“SPD”** means the State Parks Division of the Alabama Department of Conservation and Natural Resources (ADCNR).
- 9.4 **“VENDOR”** means the prospective provider of services described in this RFP.
- 9.5 **“STAARS”** means the financial and procurement system of the State of Alabama Department of Finance, Division of Purchasing.
- 9.6 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Alabama Department of Conservation and Natural Resources.
- 9.7 **“User”** means an employee or volunteer of ADCNR who will be granted access to the System.
- 9.8 **“Authorized User”** means an employee or volunteer of ADCNR who will be granted access by the SPD Primary System Administrator to have special, higher level responsibilities.
- 9.9 **“Primary System Administrator”** means the person(s) designated by the SPD to make final decisions about the implementation and administration of services for State Parks Reservations and Point of Sales.
- 9.10 **“Unit”** means a campsite, cabin, picnic shelter, group camp, or any other reserve-able or rental product in an ADCNR State Park.
- 9.11 **“Unit Group”** means a large category such as: campsites, cabins, group camps, picnic shelters, and other reserve-able “Units.” Example: Lake Guntersville State Park Campsites. Cheaha s State Park Campground(s).
- 9.12 **“Unit Group Area”** means subcategory of a park’s “Unit Group,” based on location, such as: Upper Campground and Lower Campground, which are separate campgrounds in two different locations in Cheaha State Park. Other examples are: a park’s cabin area, group camp, or picnic shelter if there is only one.

- 9.13 “Unit Type”** means a category of “Units” based on the configuration and rental rate of the “Unit,” such as: Full Service Campsite, Semi – Improved Campsite, 2 Bedroom Cabin, 3 Bedroom Cabin.
- 9.14 “Channels”** means the various sources from which reservations can be made, revenue collected, and the System managed. These channels will include: 1) the field, comprised of the individual parks; 2) the general public via the selected internet online reservations provider; 3) any internet based sites that may be used in the future to allow other sources for reservations, as determined by SPD; 4) authorized headquarters staff; and 5) possible SPD central call center(s) if the SPD chooses to establish any in the future.
- 9.15 “Campground Reservations System (CRS)”** means a software System that will provide the functions described in this document including the reservations and management of campsites, cabins, group camps, picnic shelters, day use facilities, and other reservable “Units.” Another Request for Proposals (RFP) for a lodge/hotel/cottage online reservations and POS System is running concurrently with this solicitation. Prospective VENDORS are permitted to submit responses to both RFPs.
- 9.16 “Megasys Hospitality Solutions (‘Megasys’)”** means the ADCNR’s current internet reservation system provider for campground/cabin and lodge/hotel reservations, point-of-sale (POS), and property management at certain SPD properties. Another Request for Proposals (RFP) for a lodge/hotel online reservations and POS System is running concurrently with this solicitation.
- 9.17 “Lodge Reservations System (LRS)”** means a software System that will provide functions similar to those described in this solicitation, but for SPD lodge/hotel operations. The ADCNR currently uses Megasys at certain SPD properties for online reservations and other transactions. Another Request for Proposals (RFP) for a lodge/hotel online reservations and POS System is running concurrently with this solicitation. Prospective VENDORS are permitted to submit responses to both RFPs.
- 9.18 “The System”** means the software that performs the required functions listed within this RFP.
- 9.19 “Park System”** means the collective locations of each SPD park which are expected to be served by The System. The locations are identified in the body of this RFP.
- 9.20 “Headquarters (HQ) Staff”** means the ADCNR and SPD staff based at 64 North Union Street, Montgomery, Alabama, who will be granted access as a User or an Authorized User.
- 9.21 “Guest”** means any visitor to an ADCNR State Park location.
- 9.22 “Overnight Guest”** means, for the purposes of this solicitation, any visitor to an ADCNR State Park location who stays overnight in a Lodge, Hotel, Group Lodge or Cottage.

- 9.23 **“Site Specific Reservations”** means the System functionality which allows guests and park staff to select a particular site from a list of available Units and a map showing all Units with distinctive colored icons indicating both available and non-available Units. This functionality is a **mandatory requirement**.
- 9.24 **“Event Management”** means the capability of the System to manage the creation and development of events such as festivals, conferences, ceremonies, weddings, formal parties, concerts, conventions, gatherings, etc. including the coordination of technical aspects before the launching of the event. This capability is a **mandatory requirement**.
- 9.25 **“Revenue Management”** means the application of data, business rules, unit availability, and other factors to achieve the goal of maneuvering supply and demand statistics to reach optimal results. This capability is a **mandatory requirement**.
- 9.26 **“Yield Management”** means the variable pricing strategy involving strategic control of inventory to sell the right product, to the right customer, at the right time, for the right price. Yield Management is a branch of Revenue Management and is also referred to as “Dynamic Pricing.” This capability is a **mandatory requirement**.
- 9.27 **“OIT”** means the State of Alabama Office of Information Technology. The objectives of OIT are to ensure the effective and efficient use of IT to enable the State of Alabama government to achieve its goals; and to define the IT policy document as a vehicle for recording and communicating IT-related responsibilities to all State agencies, boards, commissions, and departments.

## 10 ADCNR and OIT Required Terms

### **Alternative Dispute Resolution**

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, parties' sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association. Notwithstanding any provision of this agreement, the State of Alabama does not release or waive, expressly or implied, its right to assert sovereign immunity or any other affirmative defense right it may have under law.

### **Open Trade**

Pursuant to Ala. Code § 41-16-5, VENDOR hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

### **Confidential Information**

Each party acknowledges that it may be exposed to or acquire communication or data of the other party that is confidential in nature and is not intended to be disclosed to third parties. This Section survives termination or expiration of this Contract.

1. Definition of Confidential Information. The term "Confidential Information" shall be defined as all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or, (c) should reasonably be recognized as Confidential Information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) in the possession of ADCNR and subject to disclosure by order of a court of lawful jurisdiction; (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter

became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

2. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract or as required by law, including disclosure under the Alabama Open Records Act. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to VENDOR's subcontractor is permissible where: (a) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (b) VENDOR obligates the subcontractor in a written agreement to maintain ADCNR's Confidential Information in confidence. A copy of any such agreement with a subcontractor shall be forwarded to ADCNR. At ADCNR's request, any of the VENDOR's representatives may be required to execute a separate nondisclosure agreement to be bound by the provisions of this Section.
3. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each Party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
4. Remedies for Breach of Obligation of Confidentiality. Each Party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of ADCNR, at the sole election of ADCNR, the immediate termination, without liability to the State, of this Contract corresponding to the breach or threatened breach.
5. Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract, in whole or in part, each Party must, within 10 business days from the date of termination and to the extent permissible by law, including the Alabama Open Records Law, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf

of the other party, which are in such party's possession, custody, or control. If VENDOR or ADCNR determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within 10 business days from the date of termination to the other party.

### **Continuity of Services**

A. VENDOR recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another Contractor, may continue them. VENDOR agrees to:

1. Furnish phase-out training; and
2. Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

B. VENDOR shall, upon the State's written notice:

1. Furnish phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the State's approval.

C. VENDOR shall provide sufficient experienced personnel during the phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency. The VENDOR shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The VENDOR also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the VENDOR shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. VENDOR shall be reimbursed for all reasonable phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations.)

### **Business Continuity Plan**

The Services Provider acknowledges the need for the continuity of the Services and shall maintain throughout the term of the Contract, a Business Continuity Plan and implement, on each Interruption Event and otherwise as necessary, all business continuity, disaster recovery

and back-up facilities necessary for this purpose and accordingly undertake, without limitation, the following actions:

- Routinely test the backup facilities where necessary having regard to the services provided
- Take all reasonable action, as is required, to provide recovery of the services in the case of any Interruption Event
- Make copies of all data and software and store copies securely at a location in the continental United States other than where such data and software are normally held
- In the event of an Interruption Event the services shall be recovered by the services provider as soon as reasonably practicable following the declaration of the Interruption Event
- During an Interruption Event the services provider shall act in accordance with the agency's reasonable directions in order that any interruption to the agency's operation is kept to a minimum
- Without prejudice to clause, in the event of a loss or destruction of data attributable to the services provider or the services provider's failure to comply with any agreed security procedures, the services provider shall reconstruct, as soon as possible, any such lost or destroyed data without charge to the agency
- Without prejudice to any other remedy of the services recipient under this Agreement, the services provider shall reimburse to the services recipient its proper costs and expenses incurred by it in the recreation or attempted recreation of such data if the services provider is unable to recreate such data.

### **ADA Compliance**

ADCNR is required to comply with the Americans with Disabilities Act of 1990 ("ADA") and the State has adopted a formal policy regarding accessibility requirements for websites and software applications. VENDOR's Service Software must comply, where relevant, with level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

### **Click-Wrap**

No State of Alabama authorized end user shall be deemed to have agreed to any clause by virtue of it appearing in any click wrap; rather the terms and conditions, such as End User License Agreements, are accepted by inclusion in the Contract by an authorized official. If the terms and conditions or any other third-party terms and conditions are invoked through an "I agree" click box or other comparable mechanism (e.g., "click-

wrap” or “browse-wrap” agreements), execution does not bind the State of Alabama or any State of Alabama authorized end user to such clause; any indemnity clause or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions. The State of Alabama acknowledges that third party terms may apply but does not agree to be bound by them unless provided for review. Any clause to the contrary is hereby deleted.

### **Cybersecurity Compliance**

Throughout the term of this Contract and at all times in connection with its actual or required performance of the services, VENDOR shall maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its processing of ADCNR’s data that comply with the requirements of the State’s data security policies as set forth in the State IT Policies promulgated by the State of Alabama Office of Information Technology and its predecessor entities pursuant to Ala. Code §§ 41-4-221(8), 41-4-282, and 41-28-4(10). Such policies are currently posted at <https://Agency.alabama.gov/governance-library/>. The State of Alabama reserves the right to introduce new policies during the term of the Contract and require VENDOR to comply with same.

At the request of ADCNR, VENDOR shall provide to ADCNR’s Security Operations Center (SOC) ongoing security-related logs for use in ADCNR SOC monitoring.

Access to certain state properties including but not limited to state data centers, network wiring closets, any Alabama Law Enforcement Agency (ALEA) facility, and any other physically secure criminal justice locations (i.e. corrections, courts, academies, training facilities, sheriff’s office, police department, etc.) requires escort by an authorized State employee or Contractor. It is the responsibility of VENDOR to coordinate escorted access through the ADCNR Service Desk. Escort requests shall include the business name and contact information, location being visited, reason for visit, date, time, and duration of visit, and name of person escorting. Unescorted access requires a state and national fingerprint-based background check performed by ALEA and completion of appropriate security awareness training, the costs for which shall be borne by VENDOR.

### **Data Backup**

If VENDOR stores or otherwise retains State Data, VENDOR shall conduct, or cause to be conducted periodic back-ups of State Data at a frequency that will ensure the requirements set forth in this Contract. All backed up State Data shall be located in the continental United States. VENDOR must, within five (5) Business Days of ADCNR’s request, provide ADCNR, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to VENDOR), an extract of State Data in the format specified by the State.

### **Data Breach Notification**

VENDOR agrees to notify the Alabama Secretary of Information Technology in the event of any Breach of any State of Alabama data as defined in Act 2018-396 of the Alabama Legislature, the Alabama Data Breach Notification Act of 2018 (the “Notification Act”). Notwithstanding the forgoing, if VENDOR determines that Sensitive Personally Identifying Information which directly relates to any data processed or held as a result of this Contract has been acquired or is reasonably believed to have been acquired by an unauthorized person, VENDOR shall give notice of the breach to the Alabama Secretary of Information Technology, regardless of whether such acquisition is reasonably likely to cause substantial harm to the individuals to whom the information relates. VENDOR further agrees that any notification under the Notification Act which VENDOR sends to the Alabama Attorney General shall also be forwarded to the Alabama Secretary of Information Technology. Notification under this section shall be performed in the same manner and under the same procedures as defined in the Notification Act, unless otherwise defined in this Contract or subsequently agreed in writing by the parties. Terms capitalized in this section which are not defined elsewhere in this Contract shall have the meaning defined in Notification Act. This provision shall survive termination of the Contract.

### **Data Protection**

VENDOR acknowledges that it may have access to certain of ADCNR’s computer and communications systems and networks for the purposes set forth in this Contract. If any data is made available or accessible to VENDOR, its employees, agents or Contractors, pertaining to ADCNR’s business or financial affairs, or to ADCNR’s projects, transactions, clients or customers, VENDOR will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in the Contract for the benefit of ADCNR. VENDOR will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information (“PII”) and data privacy with respect to any such data that VENDOR receives or has access to under the Contract or in connection with the performance of any services for ADCNR. VENDOR will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under the Contract or as authorized by the data subject or in accordance with applicable law. To the extent that VENDOR receives PII related to the performance of the Contract, VENDOR will protect the privacy and legal rights of ADCNR’s personnel, clients, customers and Contractors.

### **Endorsements**

“VENDOR shall not advertise or reference the award of this Contract or the services being provided without written approval from the Alabama Secretary of Information

Technology. VENDOR shall not refer to this Contract or the services being provided in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by ADCNR, the State of Alabama, or any agent thereof. VENDOR shall not use public materials in any manner which could be construed as an endorsement of the product or services on the part of ADCNR, the State of Alabama, or any agent thereof. News releases pertaining to this Contract or project to which it relates shall not be made without the prior written approval of the Secretary, and then only in accordance with his or her explicit written instructions.

### **Force Majeure**

Both parties to this Contract shall be excused from performance hereunder for any period that the State or VENDOR is prevented from performing such services pursuant hereto in whole or in part as a result of an act of God, war, civil disturbance, epidemic, or court order; such non-performance shall not be a ground for termination for default.

### **Source Code Escrow**

VENDOR shall place the current and all future major versions of the Source Code to the System, together with adequate instructions, passwords and skill sets necessary for the operation thereof, into escrow, at VENDOR's expense, with a mutually agreeable escrow agent that is recognized in the software industry in accordance with the terms and conditions of a software escrow agreement ("Software Escrow Agreement") agreed to by ADCNR and VENDOR. In the event that there is a "Release Event" as defined in the Software Escrow Agreement, the Source Code for the System shall be released to ADCNR which thereafter shall be entitled to use it for the sole purpose of supporting the use of such System. The Software Escrow Agreement shall be executed no later than Escrow Date, and if no such Software Escrow Agreement is executed by that time, ADCNR shall be entitled to directly receive, at VENDOR's expense, copies of the current and all future major versions of the Source Code to the System during the term of this Contract. If there is a Release Event or if no Software Escrow Agreement is executed between the parties, any non-compete clauses in any agreement under the terms of this Contract with regard to VENDOR's former, current, or future employees shall be void. This provision shall survive termination or expiration of the Contract.

### **Property and Equipment**

VENDOR is responsible for the proper custody and care of any equipment or other property owned by ADCNR or the State which is furnished for the VENDOR's use in connection with the performance of this Contract and any subsequent Contracts, and VENDOR shall reimburse ACNR for its loss or damage. ADCNR may prorate payments to VENDOR for an amount equal to any such equipment or property which is lost or damaged after it is furnished to VENDOR.

### **Right to Audit**

During the term of this Contract, ADCNR shall have the right, upon reasonable prior notice to VENDOR, to have access during normal business hours to VENDOR facilities and systems to monitor and audit VENDOR administrative, technical and physical safeguards and compliance with the State of Alabama IT Policies and other federal and state laws and regulations.

### **Not a Debt of the State**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

### **Agency Language**

By entering into this Contract, the Contractor is not an agent of the state, its officers, employees, agents or assigns. The Contractor is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

### **Not Entitled to Merit System**

Contractor understands and agrees that it is not hereby entitled to any benefits of the Alabama State Merit System.

### **Indemnification and Hold Harmless**

Contractor shall hold harmless and indemnify the State of Alabama and the Department of Conservation and Natural Resources, and any and all of their agents or employees, from any and all liabilities or damages of any nature, arising out of any injury, death, property damage or other claims and demands of any nature arising pursuant to this Agreement.

### **Immigration**

By signing this Contract, the Contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a Contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**Discrimination**

Contractor agrees to comply with all Federal and State laws which prohibit discrimination on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status or disability.

**Proration**

In the event of the proration of the fund from which payment under this Contract is to be made, the Contract will be subject to termination.

# 11 Attachments

## 11.1 VENDOR Exceptions

VENDOR Organization: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Exception ID <sup>1</sup>
Exception to <sup>2</sup>
Scope of Exception
Ramifications for the ADCNR
Benefits and Disadvantages to be incurred by the ADCNR

<sup>1</sup> Exceptions must be numbered in order as they occur within the RFP starting at 1.

<sup>2</sup> VENDORS must fill this form for each exception separately.

**\*\*\*\* END OF SOLICITATION \*\*\*\***