



State of Delaware
Department of Natural Resources and Environmental Control
Delaware Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901

September 10, 2020

ISSUED BY: Rebecca Lovin
Chief of Business Services
(302) 739-9206

SUBJECT: **AWARD NOTICE**
CONTRACT NO. NAT19001_PARK RESERVATION
STATE PARK RESERVATIONS, POINT OF SALE, TICKETING,
REGISTRATION, LICENSING, AND PROGRAM MANAGEMENT

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid from September 10, 2020 through December 9, 2025. Additional months are being added to the first term to allow for phased implementation/development prior to "go-live" on December 1, 2020. The Contract may be renewed for two (2) three (3) year periods through negotiation between the Vendor and Delaware.

2. VENDOR

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RA Outdoors, LLC d.b.a. Aspira
717 North Harwood Street, Suite 2400
Dallas, TX 75201

Primary Contact Name: Stacia Stafford
Phone: (301) 687-8146
Email: Stacia.Stafford@AspiraConnect.com

3. PRICING/PAYMENT SCHEDULE

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Prices will remain firm for the term of the contract term.

Category: Start-Up Fees

Any agreed-to change orders and value-added options selected will be billed to Delaware at the below hourly rate.

Agreed to change orders between Contract award and go-live date	\$100/hour
ACA Safe Harbor Additional Fee	\$0.01

Category: Fixed Fee Annual Operating Schedule

The recurring annual costs for operating the system billable by Vendor.

Camping or Registration Fees (All Channels)	\$3.00 per night
Camping or Registration Cancellations	\$3.00 per reservation
Change Fee	\$0.00
Ticketing Fee (All Channels)	\$1.00 per ticket
POS Fee (includes Vendor fulfillment costs of Passes and Permits; DE will supply postage and materials)	1.00% of gross POS revenue through Aspira One (DE will supply postage and materials)
ACA Safe Harbor Additional Fee	\$0.01

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Category: Post Implementation Fees – for work that was not specified in the Contract or RFP (if applicable)

Any agreed-to change orders and value-added options selected will be billed to Delaware at the below hourly rate.

There will be no post implementation costs besides transaction fees except for mutually agreed to change orders and other value-added options selected. Agreed to change orders will be billed at the hourly rate as specified or as mutually agreed upon during the request.	\$100/hour
ACA Safe Harbor Additional Fee	\$0.01

Category: Value Added Options Cost to be negotiated and applied upon request from Delaware.

ADDITIONAL TERMS AND CONDITIONS

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4. PAYMENT FOR SERVICES AND EXPENSES

- 4.1. Delaware will pay Vendor for the performance of services and monthly invoicing. The fee will be paid in accordance with the payment schedule.
- 4.2. Delaware’s obligation to pay Vendor for the performance of services will not exceed the payment schedule. It is expressly understood that the work must be completed by Vendor and it shall be Vendor’s responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee.
- 4.3. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware’s position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware’s failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor’s identified address on record with the State of Delaware’s Division of Accounting as identified in the completion of the electronic W-9.
- 4.4. Unless provided otherwise, all expenses incurred in the performance of the services are to be paid by Vendor.
- 4.5. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor’s negligence, resulting from or arising out of errors or omissions in Vendor’s work products, which have not been previously paid to Vendor.
- 4.6. Invoices shall be submitted to Delaware Division of Parks and Recreation as required.

5. REQUIREMENTS

- 5.1. Vendor shall provide for State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management for the Division of Parks and Recreation.

- 5.2. Vendor shall provide leading cloud-based solutions and support functions to integrate all park products into a statewide comprehensive management platform. The system shall include, but not be limited to: Campground Reservation Management, Point of Sale for office and retail operations, ticketing for activities and events, licensing (includes on-demand printing of annual passes and surf fishing permits), a high volume call center, and program management. The solution shall also support a content management system, robust reporting with customizable dashboards for various levels of management (both canned and ad hoc reporting), adherence to business rules, ease of use functionality, customer/Delaware/Agent support functions, bundling of sales services (annual passes, POS and reservations), customer billing and payment processes (to include PCI compliance and tokenization processes), robust online and webinar training, an embedded support liaison to assist in the daily operations of the system, and marketing (a comprehensive marketing plan that will integrate with Delaware as a whole).
- 5.3. Vendor shall also provide "Value Added" options as agreed and negotiated between the Vendor and Delaware.
- 5.4. Any change in Vendor employee structure/organization impacting the performance of services provided herein shall be identified to Delaware within 48 hours of the change.
- 5.5. This Contract shall commence September 10, 2020 for development and testing. Full integration and revenue functions ("Go Live") will commence December 1, 2020 unless otherwise agreed to in writing by Delaware as part of a phased timeline.
- 5.6. Vendor's product solution and functions must be flexible, intuitive and expandable with the ability for continuous enhancements as technology advances. The customer must perceive their experience with Delaware State Parks as a seamless, customer-focused, efficient, and responsive organization whether in person, on the phone, on a mobile device or home computer. Android, iOS and other technology must be able to fully utilize the solution/system. Similarly, Division personnel should feel as though they are managing and operating a single integrated system rather than several separate loosely connected systems.
- 5.7. All outlets access the same data through internet connection using the cloud technology.
- 5.8. The process of making and completing reservations, purchases or other functions from the Vendor's solution shall have minimal steps to complete a transaction and should promote "ease of use" for Delaware staff, Agents and customers.
- 5.9. The solution must be easily adaptable to the latest technological advancements to improve customer convenience (i.e. applications for smartphones, tablets or other new technology as made available). The Vendor shall provide all of the elements necessary for full functionality required for operations and maintenance. Vendor shall identify their updating and version release policy/process in their proposal. *Vendor shall ensure Delaware continues to have the most current release available through the life of the Contract.*
- 5.10. Vendor shall ensure that solution is fully compatible to Department of Technology (DTI) current operating systems and browsers.
- 5.11. Vendor should note that Delaware utilizes a combination of State-owned fiber and wireless infrastructure in addition to Transparent LAN services, local leased Mobile Private Networks and other commodity wired and non-wired services to provide network connectivity across the State Parks. The rural nature of the State Parks mean some intra-Park locations remain underserved for broadband or experience poor and inconsistent connectivity due to capacity limitations or path loss. Vendor software shall meet the minimum and the preferred connectivity for all service locations.

- 5.12. The system must remain operational for 24 hours per day/7 days a week. Service hours shall be as specified. Routine maintenance shall only be scheduled so as not to interrupt service to park visitors. All maintenance (routine or otherwise) must be scheduled and approved with Delaware prior to initiating. Scheduled downtime for required maintenance shall only occur between 12:00 AM and 5:00 AM Eastern time. Online messaging shall be displayed for customers utilizing the system of the downtime and estimated time of bringing the system back on-line. "Downtime and Outages" are defined as system/solution users or customers being unable to perform customary functions within the system (such as, but not limited to: making reservations, processing transactions, cash drawer management, checking facility availability, managing facility or site holds, looking up park information, setting up vendors or products, changing product prices, performing product inventory management tasks, researching customer and financial information, reviewing/processing system or ad hoc reports, ticketing, etc.) Failure for users or customers being able to perform functions in the system/solution shall be tracked and reported through KPM reporting and the Vendor monthly invoice. Damages as stated below shall be clearly identified on the invoice and shown as deductions off of invoice billing. Vendor shall process a Damages report and submit to Delaware monthly to identify instances of KPM failures, timeline of the failure, resolution, liquidated damages amount calculation with time and dollar value. Downtime that is not attributable to the Vendor's system/solution action or inaction (i.e. Delaware equipment or Delaware network connectivity failure) is excluded. Downtime attributed to an approved maintenance update or upgrade is excluded unless approved timeline is exceeded (*in the event of approved maintenance exceeding the scheduled timeline, Downtime shall be reported immediately*). Downtime and Outages lasting longer than two (2) hours require Delaware management team notification from the Vendor. Repetitive "off-line" or Downtime which requires lengthy or repetitive sync when the system becomes available are considered applicable to damages, at the discretion of Delaware. Individual facility outages shall only be billed for hours in which the facility operated on the date of the outage.
- 5.13. Vendor shall ensure system data accuracy for all applications. In the event that data is not correct, through error of the Vendor and/or their system, the Vendor shall be responsible for reimbursement to Delaware, third party agents and its customers. Liquidated Damages shall apply.
- 5.14. For a complete list of contract specifications please refer to the finalized Contract and original bid solicitation document(s).

6. INDEMNIFICATION; LIMITATION OF LIABILITY

- 6.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
- a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
 - b. Vendor's breach of any material provision not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by Delaware of any notice of such claim.
- 6.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:
- a. Delaware's misuse or modification of the Deliverable;
 - b. Delaware's failure to use corrections or enhancements made available by Vendor;

- c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
- d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
- e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

7. PERFORMANCE REQUIREMENTS

7.1. The Vendor warrants that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

7.2. The Vendor shall strictly adhere to Delaware Business Rules and Key Performance Measures. Failure to adhere to standards will result in the application of liquidated damages.

8. FORCE MAJEURE

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

9. STATE RESPONSIBILITIES

9.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified.

9.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.

9.3. The services performed by Vendor shall be subject to review for compliance Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities to appropriate staff members and shall so inform Vendor by written notice before the effective date of each such delegation.

9.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered.

9.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:

Award Notice

Contract No. NAT19001_PARK RESERVATION

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.

Vendor shall return any original data provided by Delaware.

- 9.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services.
- 9.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 9.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.