

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL
CONTROL
DIVISION OF PARKS AND RECREATION

CONTRACT NO. CRS-1-2012
PROFESSIONAL SERVICES FOR A CENTRAL RESERVATION SYSTEM
AMENDMENT #III

WHEREAS, the Department of Natural Resources and Environmental Control, Division of Parks and Recreation (“DIVISION”) entered into Contract No. CRS-1-2012 beginning May 1, 2013 (the “Contract”) with Active Network, Inc. (“CONTRACTOR”) for Professional Services for a Central Reservation System (“CRS”); and

WHEREAS, Active Network, LLC has transferred Contract responsibilities through acquisition to RA Outdoors, LLC; and

WHEREAS, based upon the successful completion of the initial terms and conditions; both parties have an option to renew the Contract, upon mutual consent of all terms and conditions for an additional four (4) years not to exceed April 30, 2023; and

WHEREAS, the DIVISION will issue a Request for Proposal within sixty (60) days and shall renew the Contract through November 30, 2020 to accommodate the Request for Proposal, award and development process and allow for any potential transitions; and

WHEREAS, the CONTRACTOR has updated contact information for Notices; and

WHEREAS, the DIVISION and CONTRACTOR are making mutual changes to EXHIBIT NO. 6 of the original Contract; and

NOW THEREFORE, the DIVISION shall authorize the renewal with the following Amendments:

4. Terms and Extensions:

Amend the second paragraph by adding the following after the last sentence:

This contract has been extended through November 30, 2020.

7. Notices:

Amend the contact information for the CONTRACTOR as follows:

Any notice to RA Outdoors, LLC required under the contract shall be sent by mail and/or online to:

Mark Trivette
Chief Executive Officer of RA Outdoors, LLC dba Aspira

RA Outdoors, LLC
717 North Harwood Street, Suite 2400
Dallas, TX 75201
Mark.Trivette@AspiraConnect.com

EXHIBIT NO. 6 :

EXHIBIT NO. 6 shall be replaced with the attached Exhibit document.

All other terms and conditions of Amendment No. II, Amendment No. I and the original contract remain unchanged and shall continue in full force and effect.

RA Outdoors, LLC, hereby agrees to comply with Amendment No. II, Amendment No. I and all terms and conditions contained in Contract CRS-1-2012.

SIGNATURE PAGE TO FOLLOW

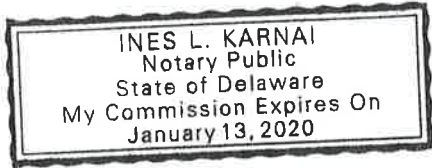
DEPARTMENT OF NATURAL
RESOURCES AND ENVIRONMENTAL
CONTROL

[Signature]
Witness

[Signature]
Shawn M. Garvin, Secretary

STATE OF DELAWARE)
) ss
COUNTY OF Kent)

SWORN TO AND SUBSCRIBED TO before me this 10 day of October, 2019.



[Signature]
Notary Public
My commission expires: 1/13/20.

RA OUTDOORS, LLC

[Signature]
Witness

[Signature]
Mark Trivette, CEO

STATE OF Texas)
) ss
COUNTY OF Dallas)

SWORN TO AND SUBSCRIBED TO before me this 4 day of October, 2019.



[Signature]
Notary Public
My commission expires: 10/15/2022

EXHIBIT NO. 6

Ref No.	Material Term	Performance Measure	Standard	Liquidated Damages
Contract No.8	The Contractor will make available through the Finance Manager application and Resource Manager reports necessary for Division to reconcile their bank account.	The Contractor will provide access to credit card batch settlements and a park revenue report for documentation of deposits into the Division owned bank account on an as needed basis.	The Contractor shall provide access for specified Division staff to system reports necessary to reconcile Division's bank account.	\$50 per instance if standard is not met.
Contract No.9	The Contractor shall install and maintain rates and charges information in the system.	The Contractor shall ensure data of all fees established by the Division and available to the public are accurate.	The fees in the system shall be 100% accurate.	\$250 per incident
Exhibit No.2.1a	Contractor shall train Call Center Sales Agents	Contractor shall ensure all Sales Agents are fully trained as representatives of the Division with mandatory tours by call center management staff. Agents will be trained in accordance with Division guidelines as defined in Exhibit No. 2.	Contractor management staff shall visit all state parks within 6 months of execution of the contract or within 6 months of employment. Division shall annually schedule times and dates for employees to remotely monitor real time calls received by operators.	\$1,000 every six months until training is completed. \$50 per incident may be charged for incorrect information given by call center operator that causes a customer complaint.
Exhibit No.2.1b	The Contractor shall be responsible for training management, fiscal and facility level personnel from the Division and Dept. in the functions of the CRS system.	Contractor shall provide the necessary materials, manuals and hands-on training to process all steps in the completion of a transaction, daily reconciliation, navigate the system and pull complex and multiple reports.	Contractor shall provide daylong on-site training annually at their own expense to State of Delaware Employees at a minimum. New applications for the system shall require additional hands-on training until employees are knowledgeable to operate the system independently and without assistance.	\$7,500 for any on-site training not held in accordance with the standards.
Exhibit No.2.2	Reservation Call Center Hours	Contractor shall ensure that the Call Center operates at the required days and hours as set forth in the Contract.	Contractor shall be operational except for pre-emptive maintenance mutually agreed to by both parties or a Natural Disaster or State of Emergency in Delaware	\$15 for each hour or partial hour that the standard is not met may be assessed monthly.
Exhibit No.2.2a	The Contractor shall be responsible for maintaining the system 24/7 with varying loads of transactions throughout the year.	The Contractor shall provide access to all points of entry (internet, call center, field applications) during the times accessible to customers and staff as set forth in the schedule.	The system shall operate year-round at 99.99% uptime with the exception for mutually agreed upon routine maintenance, Delaware's State of Emergency and in case of a natural disaster.	\$100 an hour for outages in excess of the standard, solely attributable to the action or inaction of the Contractor occurring between December 1st and Feb. 28th and \$250 an hour for outages in excess of the standard, solely attributable to the action or inaction of the Contractor, occurring all other times of the year.
Exhibit 5SOW 12SOW 13SOW	The Contractor shall maintain and update the plan for recovery time from a system failure. The plan must be executable and include all procedures and information necessary to fully perform, test and/or restore services at the recovery site. The Division reserves the right to review and approve recovery plans.	The Contractor shall provide a copy of the Attestation of Compliance report within 10 days or receipt from the third party conducting the test (not to exceed 30 days)	For failure to conduct the annual internal penetration and vulnerability test or providing the Attestation of Compliance report or notifying the Division and DTI of the compliance status.	\$500 per day for non-compliance with PCI audit requirements within timeframe approved by DTI and Division.
Exhibit 5SOW	The Contractor shall conduct an annual internal penetration and vulnerability test through a third party as part of the PCI Certification Compliance requirements.	The Contractor shall provide a report of the testing within 10 business days of completion to DTI and the Division. If any issues are encountered during testing the Contractor shall notify the Division and DTI of each individual failure and the remediation plan with 24 hours of the test.	For failure to provide the required annual testing as prescribed and for failure to properly notify the Division and DTI of unsatisfactory testing issues.	\$5,000 per missed test and for failure to notify the Division of unsuccessful tests within the time limits. \$1,000 per day for failure to develop and submit a remediation plan.

Contract No. 20	The Contractor shall notify the Division and DTI within one hour of determination of a disaster occurrence.	The Contractor shall provide notification to the Division and DTI through telephone and e-mail with information including, but not limited to: date/time of the disaster, severity of the issue, cause of the issue, proposed solution to the issue.	For failure to provide the required disaster condition report to Division and DTI.	\$500 per late reporting of failure and \$1,000 per unreported disaster condition.
Exhibit 5SOW 12SOW	The Contractor shall ensure full restoration of the System operation within 7 days should a Disaster occur.	The Contractor shall provide a follow-up notification to the Division and DTI upon the resolution of the Disaster including but, not limited to the following information: date/time of resolution, remedy to the issue, total lost time.	For failure to restore the System to operational capability within 7 days of a Disaster.	After 7 days, \$10,000 per day until restored.
Attach 1	At a minimum, the Help Desk shall provide support during the hours each park campground office is open.	The Contractor shall provide a weekly report between Memorial Day and Labor Day and bimonthly reports all other times of the year documenting support level of services by park, time and date.	Help Desk shall be operating for all hours the campground and park offices are open unless mutually agreed upon.	\$50/ hr each hour not meeting the minimum.
Exhibit No.2.15	The Contractor shall describe the issue resolution and escalation process used by its Help Desk and resolve issues in a timely manner.	The Contractor shall provide a weekly report from Memorial Day to Labor Day and bimonthly all other times of the year documenting the Help Desk calls including but not limited to the following: date/time of the call, category of the issue, severity of the issue, resolution off/resolution plan for the issue, and timeframe.	The Contractor shall provide an issue resolution plan (including actions, schedule, and responsible parties) by the next business day.	\$70/day in excess of the standard.
Exhibit No.2.4	Contractor shall provide system hardware with costs averaged over the life of the Contract to all locations as designated in the contract	Contractor shall ensure hardware components necessary to fully operate the system is installed and functioning soundly.	The hardware shall be inspected by an Active technician at each site where a system is scheduled to operate and conduct routine diagnostic repairs to ensure the system is 100% operational for employees to effectively utilize the system	\$500 a day per location if system is not fully functional by March 30th of each year.
Contract No. 22	Contractor must warrant that the software performs for the digital system as specified in the Contract.	The Contractor shall provide a weekly report documenting on a daily basis the following: calls offered, calls answered, calls handled within 30 seconds, call handled within 60 seconds, call handled within 90 seconds, calls handled greater than 90 seconds.	90% of calls shall be answered within 30 seconds. 100% of calls shall be answered within 60 seconds.	\$100 per weekly period or part thereof that any of these standards is not met.
Contract No. 22	Contractor must warrant that the software performs for the digital system as specified in the Contract.	The Contractor shall provide a weekly report documenting on a daily basis the following: calls offered, calls answered, calls abandoned, average queue time, average wait before abandoned, and longest wait before abandoned.	Less than 5% of all calls offered shall be abandoned after 120 seconds.	\$200 per weekly period or part thereof that standard is not met.
Exhibit No.3	The Contractor shall perform the Data entry for all transactions with a 98% or better accuracy rate, to include Reservations, Cancellations, and Reservation Modifications.	The Contractor shall provide a biweekly report from Memorial Day to Labor Day and monthly all other times of the year of the number of agent Data entry errors affecting the ability of the Customer to use their Reservation based on investigation of Customer complaints and/or discovery during internal quality monitoring effort.	Documented and verified agent errors and omission, misinformation, inappropriate Reservations, and data entry of no more than 2 per 100 Reservations.	\$50 per error in excess of total allowed by the standard.
Exhibit No. 2-6	The System availability, defined here as the end-to-end composite consisting of the network, firewall(s), communication server(s), application server(s), database server(s), and all components necessary for the System to be fully operational, shall be at 99.9% or greater. (Downtime of 0 hours per year)	The Contractor shall provide a monthly report of all System and component outages for review by the Division.	The end-to-end composite System shall have less than 9 hours of downtime per any 12-month period.	\$2,500/hr in excess of the standard.

Exhibit No. 2.2	The Call Center System components, defined here as all the components necessary for the completion of Reservations and transactions at the Call Center or Delaware's home-based agents, shall be inoperable for no more than 30 minutes per bi-weekly period.	The Contractor shall provide a bi-weekly report of all Call Center System and component outages for review by the Division.	The Call Center composite System shall have less than 30 minutes of downtime per bi-weekly period.	\$10/minute in excess of the standard.
Contract No.3	The Internet Reservation application and its supporting components, defined here as all the components necessary for the completion of Reservations, ticket sales and transactions via the Internet Reservation application, shall be inoperable for no more than 60 minutes per bi-weekly period. If the application is unexpectedly out of service, the Contractor shall immediately contact the Division detailing the issue and resolution. If an immediate resolution is not possible, the Contractor will submit a resolution plan to the Division within 24-hours. Scheduled, planned downtime should be at night.	The Contractor shall provide a bi-weekly report of all Internet application and supporting system component outages for review by the Division.	The Internet application and support system components shall have less than 60 minutes of downtime per bi-weekly period.	\$10/minute in excess of the standard and \$500 per unreported, unexpected down time.
Exhibit No.3	The AWO system, defined here as all the components necessary for the completion of Reservations, Customer Registrations, and performance of Facility operational management functions, shall be inoperable for no more than 60 minutes per bi-weekly period.	The Contractor shall provide a bi-weekly report of all Reservations/Registration/ticketing/management and supporting system component outages for review by the Division.	The AWO reservation/registration/ticketing/management and support system components shall have less than 60 minutes of downtime per bi-weekly period.	\$2/minute in excess of the standard for each affected Facility.
Exhibit No.2.15	The Contractor shall provide biweekly reports of all Customer complaints to verify service level compliance. These reports shall contain resolutions to complaints and proposed resolutions if the issue could not be immediately rectified.	The Contractor shall provide biweekly reports of all customer complaints that shall include, but limited to the following: Customer name, the type of complaint, the method of reporting (i.e., copies of letters, emails or a completed form), resolution, and proposed resolution.	The biweekly service level report is provided within five (5) business days of the end of the biweekly performance period.	\$100/day for each day the report is late.
Exhibit No.1	The Contractor shall implement the transition plan from a seven (7) month window for reservations to a one (1) year window detailing how it will implement the change for the 2014 season.	The Contractor shall implement the transition plan detailing at a minimum staff training, customer notification, and reservation benefits/impact.	For failure to provide the necessary time to minimize the impact on park visitors.	\$100 per customer complaint leading to a loss of a reservation
Exhibit No.2	The Contractor shall provide full System training for Agency personnel annually at the start of each season.	The Contractor shall provide full System training on an annual basis to Agency personnel in accordance with an approved plan.	For failure to provide a full System training on an annual basis within prescribed time.	\$2500 per week to be prorated until Authorized Users are trained.

Exhibit No.2.5	<p>The Contractor shall deploy annual upgrades to the System no later than January 30 of each year or as agreed upon by the Division. Upgrades shall not occur during the camping season.</p>	<p>The Contractor shall deploy upgrades 2 months prior to the camping season or as agreed upon by the Division.</p>	<p>For failure to deploy upgrades within the prescribed time.</p>	<p>\$4,000 each week until upgrades are delayed.</p>
Contract No.4	<p>The Contractor shall be responsible for cooperating in the transition to a new Contractor in case of revocation, insolvency, termination or change in Contractors. This cooperation shall include, but is not limited to:</p> <ul style="list-style-type: none"> * Providing full access to all databases, systems, and facilities necessary for the transfer of all data. * Copies of the Reservation application and database, and all necessary technical information necessary for the transition shall be made available within a mutually agreed time or six (6) months prior to the expiration date of the Contract. 	<p>The parties agree to an orderly transition of delivery of services in the event of early termination or at the conclusion of the Contract term. All parties shall agree to a coordinated, collaborative and timely execution of these activities, to commence no later than six (6) months before the Contract completion date or at the time of a written notice of termination.</p>	<p>100% compliance</p>	<p>\$500 per day until transition is completed.</p>
Amendment III	<p>The System availability: defined here as the end-to-end composite consisting of the network, firewall(s), communication server(s), application server(s), database server(s), and all components necessary for the System to be fully operational; shall be at 99.9% or greater (Downtime of 9 hours per year); The Contractor shall be responsible for maintaining the system 24/7 with varying loads of transactions throughout the year.</p>	<p>The Contractor shall provide access to all points of entry (internet, call center, field applications and equipment) during the times accessible to customers and staff. The Contractor shall provide a monthly report of all System and component outages for review by the Division. "Outage" is defined as any down time in which the system cannot be fully utilized to service customers and/or Division personnel with required functionality (end-to-end).</p>	<p>The system shall operate year round at 99.9% uptime with the exception for mutually agreed upon routine maintenance, Delaware's State of Emergency and in case of a natural disaster. The end-to-end composite System shall have less than 9 hours of downtime per any 12 month period.</p>	<p>\$150/hr in excess of the standard. Exclusion only applies to individual facility outages. Individual facility outages shall only be billed for hours in which the facility operated on the date of the outage.</p>

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL
CONTROL
DIVISION OF PARKS AND RECREATION

CONTRACT NO. CRS-1-2012

PROFESSIONAL SERVICES FOR A CENTRAL RESERVATION SYSTEM

AMENDMENT #II

WHEREAS, the Department of Natural Resources and Environmental Control, Division of Parks and Recreation (“DIVISION”) entered into Contract No. CRS-1-2012 beginning May 1, 2013 (the “Contract”) with Active Network, Inc. (“CONTRACTOR”) for Professional Services for a Central Reservation System (“CRS”); and

WHEREAS, on April 30, 2014, Active Network, Inc., was renamed and the assets and liabilities that comprise what is now Active Network, LLC, were contributed out of Active Network, Inc. into the newly formed company Active Network, LLC; the former Active Network, Inc. now operates as a separate company and Active Network, LLC. was responsible for Contract No. CRS-1-2012 until August 31, 2017; and

WHEREAS, on September 1, 2017, Global Payments Inc. (NYSE: GPN) acquired the Sports and Communities divisions of Active Network, LLC from Vista Equity Partners. As part of this transaction, Vista Equity Partners retained the Outdoors division to form RA Outdoors, LLC, a stand-alone company within Vista’s portfolio. RA Outdoors, LLC was formed in Delaware of August 15, 2017, and the Active Network Outdoors division assets were contributed to RA Outdoors, LLC on August 31, 2017. RA Outdoors, LLC provides software and services for outdoors related activities including campgrounds management and operations and hunting and fishing licensing. Contract No. CRS-1-2012 has been wholly contributed to RA Outdoors, LLC as part of this transaction and all terms and conditions in the Contract are inclusive. RA Outdoors, LLC will be doing business as (dba) Aspira;

WHEREAS, there are no alterations to the operations of the Contract resulting from the Active Network, LLC changes and RA Outdoors, LLC dba Aspira shall now be listed as (“CONTRACTOR”); and

WHEREAS, the initial guidelines set forth by the DIVISION to become operational onshore within the first three year term was met and therefore an automatic two year extension of the contract term ensued and the contract expires on April 30, 2018; and

WHEREAS, based upon the successful completion of the initial terms and conditions; both parties have an option to renew the Contract, upon mutual consent of all terms and conditions for an additional five (5) years not to exceed April 30, 2023; and

WHEREAS, the DIVISION has determined to engage in market research for services and

equipment and plans to advertise a Request for Proposal to the vendor community for bid purposes as the DIVISION may be seeking services and equipment which are not inclusive in the current contract; and

WHEREAS, the DIVISION shall renew the Contract through November 30, 2019 to accommodate the Request for Proposal process and allow for any potential transitions; and

WHEREAS, the DIVISION and the CONTRACTOR have agreed that an audit of books and records shall be accomplished per standard State of Delaware guidelines; and

NOW THEREFORE, the DIVISION shall authorize the renewal with the following Amendments:

4. Terms and Extensions:

Amend the second paragraph by adding the following after the last sentence:

This contract has been extended through November 30, 2019.

7. Notices:

Amend the email address for the State of Delaware contact to:

Parks_OBS@state.de.us

Amend the contact information for the CONTRACTOR as follows:

Any notice to RA Outdoors, LLC dba Aspira required under the contract shall be sent by mail and/or online to:

Gary Evans
Chief Operating Officer of RA Outdoors, LLC dba Aspira
RA Outdoors, LLC
717 North Harwood Street, Suite 2400
Dallas, TX 75201
gary.evans@reserveamericaoutdoors.com

13. Accounts and Audit:

Paragraph shall be replaced with the following:

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection,

audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

All other terms and conditions of Amendment No. I and the original contract remain unchanged and shall continue in full force and effect.

RA Outdoors, LLC, hereby agrees to comply with Amendment No. II, Amendment No. I and all terms and conditions contained in Contract CRS-1-2012.

SIGNATURE PAGE TO FOLLOW

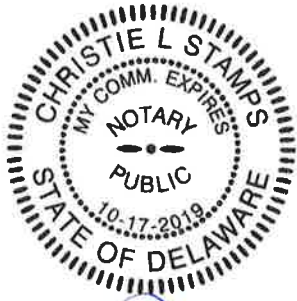
DEPARTMENT OF NATURAL
RESOURCES AND ENVIRONMENTAL
CONTROL

Margaret R Travers
Witness

[Signature]
Shawn M. Garvin, Secretary

STATE OF DELAWARE)
) ss
COUNTY OF Kent)

SWORN TO AND SUBSCRIBED TO before me this 3rd day of January, 2018.



Christie L Stamps
Notary Public

My commission expires: 10-17-2019

[Signature]
Witness

[Signature]
for Raymond E. Bivens, Director of Parks and
Recreation

STATE OF DELAWARE)
) ss
COUNTY OF Kent)

SWORN TO AND SUBSCRIBED TO before me this 29th day of December, 2017.

[Signature]
Notary Public

My commission expires: upon office

REBECCA LYNNE LOVIN
Notary Public, State of Delaware
My Commission Expires Upon Office

RA OUTDOORS, LLC DBA ASPIRA

[Signature]
Witness

[Signature]
Signature

Jeffrey M. Dalton
Printed Name

SVP, General Counsel & Corp Secretary
Title

STATE OF TEXAS)
) ss
COUNTY OF Dallas)

SWORN TO AND SUBSCRIBED TO before me this 21 day of December, 2017.

[Signature]
Notary Public



My commission expires: 11-6-2021

**CONTRACT NO. CRS-1-2012
FOR
PROFESSIONAL SERVICES
FOR
A CENTRAL RESERVATION SYSTEM**

AMENDMENT #1

WHEREAS, the Department of Natural Resources and Environmental Control, Division of Parks and Recreation (Division) entered into the Contract No. CRS-1-2012 with The Active Network, Inc. for Professional Services for a Central Reservation System (CRS) on 11/6/13, and

WHEREAS, the original contract terms permit did not adequately address key provisions, and

Now, THEREFORE, it is hereby agreed by the parties that this amendment shall incorporate the following terms into the current contract:

Indemnification: CONTRACTOR agrees that it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees ("Claims"), arising out of the CONTRACTOR's negligent actions, its agents and employees' negligent performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents. Notwithstanding the foregoing, in no event shall CONTRACTOR have any obligations under this section to the extent a Claim arises out of the State of Delaware's negligence.

Intellectual Property: Notwithstanding the foregoing, CONTRACTOR shall retain all right, title, and interest to any and all software, technology, methods, methodologies, procedures, processes, techniques, models, templates, source code, and the general elements of style, design, art work and graphics and content of general applicability included in the materials and products not specific to the State of Delaware.

Disclaimer of Warranties: CONTRACTOR expressly disclaims any warranty that the use of its software or services will be uninterrupted or error free. Subject to the thresholds specified in Exhibit No.5 – SOW 12 & 13 and Exhibit No. 6-SLA-007, CONTRACTOR shall, however, restore the interruption or take actions to remediate the error in a time frame mutually agreed to between the CONTRACTOR and the State of Delaware.

The Contractor covenants and agrees that all services shall be performed by qualified personnel in a professional manner and in accordance with industry professional standards and the requirements contained herein.

All terms and conditions of the original contract remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument, the day and year recorded.

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

12/4/13
Date

[Signature]
Collin P. O'Mara, Secretary

I hereby certify that Collin P. O'Mara, Secretary of the Department of Natural Resources and Environmental Control of the State of Delaware, personally appeared before me, and acknowledged that he signed and delivered the aforesaid instrument as his own free and voluntary act of said agency, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of December ~~2013~~.

[Signature]
Notary Public

My commission expires: 8/22/15



STATE OF DELAWARE)
) ss
COUNTY OF _____)

DIVISION OF PARKS AND RECREATION

[Signature]
Witness

[Signature], Acting Director
Director

I hereby certify that ~~GREG J. HABERT~~ [Signature], Director of the Division of Parks and Recreation, Department of Natural Resources and Environmental Control of the State of Delaware personally appeared before me, and acknowledged that they signed and delivered the aforesaid instrument as their own free and voluntary act of said agency, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of November, 2013.

Mary Makdad Vesetti

Notary Public

My commission expires: _____

STATE OF DELAWARE)
) SS.
COUNTY OF Kent)

**Notary Public
State Of Delaware
Mary Makdad Vesetti
My Commission Expires
April 26, 2015**

THE ACTIVE NETWORK, INC.

Matto

President Interim CEO

I hereby certify that of The Active Network, Inc. personally appeared before me, and acknowledged that he signed and delivered the aforesaid instrument as his own free and voluntary act of said agency, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2013.

Notary Public

My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

ACKNOWLEDGMENT

State of California
County of San Diego)

On November 6, 2013 before me, Anusheh M. Chavez, Notary Public
(insert name and title of the officer)

personally appeared Jon Belmonte,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Anusheh M. Chavez (Seal)

**CRS-1-2012 FOR PROFESSIONAL
SERVICES FOR THE CENTRAL
RESERVATION SYSTEM**

August 26, 2013

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Addenda:

Exhibit 1- Delaware State Parks Computing Environment and Standard Operational Reservation Procedures

Exhibit 2- Detailed Requirements

Exhibit 3- Delaware State Parks Mandatory and Desired Data Elements

Exhibit 4- Delaware State Parks Required/Requested CRS Reports

Exhibit 5- Delaware Department of Technology & Information Terms and Condition for Cloud and Offsite Hosting

Exhibit 6- Liquidated Damages Spreadsheet

Exhibit 7- Delaware State Parks CRS Locations of Specified Hardware and Software Required

Exhibit 8- Delaware State Park Locations

Exhibit 9- Delaware State Parks CRS Internet Maps

Addendum A – Delaware State Parks CRS Procedures

**CRS-1-2012
FOR
PROFESSIONAL SERVICES
FOR
THE CENTRAL RESERVATION SYSTEM**

THIS AGREEMENT, made and executed in duplicate, shall be effective this 1st day of May, 2013.

BY AND BETWEEN Active Network (hereinafter designated as "CONTRACTOR"), party of the first part, and the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation created under the laws of the State of Delaware (hereinafter designated as "DIVISION"), party of the second part.

WITNESSETH that the CONTRACTOR in consideration of the covenants and agreements herein contained and made by DIVISION, agrees with said DIVISION as follows:

1. Service Contract:

DIVISION agrees to pay CONTRACTOR and CONTRACTOR agrees to perform certain professional services.

2. Definitions

1. The following TERMS and DEFINITIONS shall apply to this Agreement.

- Active Works Outdoors (AWO)- the term used by the Contractor to describe the hardware and software needed to fulfill the conditions set forth in the contract.
- Agency – a state government organization.
- Agent - A representative of the Contractor.
- Call Center – the location where orders or reservations are accepted and customer service is provided. The possible location of the server and software, along with Agents.
- Camp Site or Camping Site – a campsite, cottage, camping cabin, cabin or yurt.
- Campground Office or Registration Office - a structure used to register and monitor campers.
- Central Reservation System or CRS – a system made up of people, equipment and software which permits a customer to make reservations, check availability, and purchase products and services available in Delaware State Parks as defined herein.
- Contractor – the persons or organization that is contracted to provide the goods and services described in this Agreement.
- Cottage – a fully equipped overnight rental unit generally with multiple bedrooms, kitchen and living area.

- Delaware State Parks – the Division of Parks and Recreation. Collective name given for the 16 individual state parks managed by the Division of Parks and Recreation.
- Department of Natural Resources and Environmental Control – the parent department of the Division of Parks and Recreation.
- Desirable feature – a beneficial characteristic offered by the Contractor which enhances the Central Reservation System's capability and performance and not considered to be mandatory.
- Division of Parks and Recreation or DIVISION – the Agency within the Delaware Department of Natural Resources and Environmental Control that administers the contracts and manages all of Delaware's State Parks.
- Gross Revenue – Income collected for reservations/registrations, Point of Sale, ticket sales, pavilions and any other service or activity when payments are processed through the Contractor's automated system.
- Mandatory Requirement – a requisite that each Contractor provide to meet the needs of the Central Reservation System.
- Operator – an Agent at the Call Center.
- Park Office – a structure used to administer park specific reservations and registrations for campers, recreational activities, services, merchandise and venues.
- Pavilion – A ceiled structure designed for picnics and day use activities.
- Point-of-Sale or POS – a term referring to retail or over the counter, or "live" transaction. A POS system tracks those transactions.
- Products – a single term describing the goods and services specified in this contract.
- Proposal – the document and supporting evidence submitted by a Vendor containing specifications and pricing in response to the Request for Proposal.
- Reservation – the transaction resulting from a customer contacting a call center or park for use of a camping site, cabin or cottage, park venue or recreational activity or service.
- Reservation Agent or Sales Agent – an individual whose responsibilities include transacting reservations.
- Request for Proposal or RFP – a document requesting specifications and pricing for specific goods and services.
- Recovery Point Objective or RPO- the maximum tolerable period in which data might be lost from an IT service due to a major incident.

- Recovery Point Objective or RPO- the maximum tolerable period in which data might be lost from an IT service due to a major incident.
- Recovery Time Objective or RTO- the amount of time it takes to complete the system recovery or the amount of time for the process to complete.
- System – a single term referring to the staff, equipment, software and services making up the CRS.
- Ticket(s) – a printed card that serves as confirmation that a park visitor has paid a fee for a park program or service. Example: ferry service at Fort Delaware State Park.
- Unit – a smaller operating group within the State government. Example: a state agency.

3. Scope of Services:

The CONTRACTOR shall provide hardware, software and services (hereunder referred to as the CRS System) to process reservation and registration requests for campsites, cabins, camping cabins, cottages, yurts, venues, recreational activities and services, including with a POS system to sell products and services in Delaware State Parks as described in Exhibit 2.

The software will operate as a single database that is accessed by a reservation call center, Internet users and multiple remote field sites. Delaware State Park's requirement is to make use of existing hardware wherever possible as described in Exhibit 1, "Delaware State Park's Computing Environment and Standard Operational Reservation Procedures." Reservations will be received and processed by internet or personnel (hereinafter referred to as Agents) at the reservation call center, home-based agents and in the parks. State Park personnel will be able to access the CRS system remotely to perform transactions and print reports that are relevant to their operations. It is the intent of the DIVISION to expand the size and functionality of the system as defined in Exhibits 2 and 3.

The software supports three separate and distinct operations; a call center (managed by the CONTRACTOR), field office application and customer direct services. All outlets access the same data through internet connection using the cloud and is separate from the State of Delaware's technology.

4. Terms and Extensions:

The initial Contract term shall be for 3 years beginning May 1, 2013 to April 30, 2016. A two year renewal extending the contract term to April 30, 2018 will automatically ensue if the Disaster Recover Center is open and operational onshore within the first three year term.

Based upon the successful completion of the initial terms and conditions; both parties have an option to renew the Contract, upon mutual consent of all terms and conditions, for an additional five (5) years not to exceed April 30, 2023.

5. Personnel:

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract.
- B. CONTRACTOR, or persons under CONTRACTOR's supervision shall perform all of the services required by this Contract and all personnel engaged in the work shall be fully qualified and shall be authorized to perform such services.
- C. CONTRACTOR shall only employ Delaware residents to serve as home-based Agents for the CRS only.
- D. CONTRACTOR shall not subcontract any of the work or services covered by this contract without prior written approval of the DIVISION.
- E. The parties to the Contract shall be independent CONTRACTORS to one another, and nothing herein shall be deemed to cause this Contract to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

6. Total Cost and Compensation:

- A. The Contract fee for camping, cabins, camping cabins, cottages, etc. is based on a per camping night fee. A separate cancellation fee per cancellation is paid. Payments are in accordance with the following fee schedule:

Reservation/Registration Fee	
Per night, all channels (Field, Web, Call Center) as long as CONTRACTOR's annual contract fee is less than \$400,000	\$4.25
Per night fee beginning next month after total annual contract revenue exceeds \$400,000 (resets to \$4.25 on January 1st each year)	\$4.00
Per night fee beginning next month after total annual contract revenue exceeds \$450,000 (resets to \$4.25 on January 1 st each year)	\$3.75
Cancellation Fee	
Per reservation	\$5.00

- B. The contract fee for Point of Sale (POS) shall be based on all annual gross revenue collected through the AWO software. The CONTRACTOR's fees shall be as follows:

Point of Sale Related Fees	
Count of gross revenue through AWO starts at zero on July 1 st each year	
Gross revenue through AWO under \$500,000	2.50%
Gross revenue through AWO between \$500,001 and \$1,000,000	2.25%
Gross revenue through AWO are between \$1,000,001 and 1,500,000	2.00%
Gross revenue through AWO are over \$1,500,001	1.75%
Once sales in 1 year exceed \$1,500,000, the option exists to choose an aggregate rate of 2.13% for subsequent calendar years. This notification may be made in writing by December 31st of the preceding year.	

C. The contract fee for ticket sales shall be as follows:

Ticket Related Fees	
Per Ticket (not per order) – Purchased Online	\$1.50
Per Ticket (not per order) – Purchased in Field	\$1.00
Per Group Ticket	\$5.00

D. Contract fees for activities or services incorporated into the system within the contract period shall be negotiated prior to incorporation into the system. Every effort will be made to offer the best pricing for like services currently charged for reservations/registrations in AWO.

E. The obligations of each party to this Contract are not effective and no party is bound by the terms of this Contract unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all the procedures of the DIVISION of Finance have been complied with.

F. CONTRACTOR will maintain accurate financial records and make them available to Federal and State auditors, as needed, up to 3 years following Contract termination.

7. Notices:

Any notice to the DIVISION or State of Delaware required under the contract shall be sent by mail and/or e-mail to:

Parks Administrator
Office of Business Services
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19904
Mary.Voshell@state.de.us

Any notice to Active Network, Inc. required under the contract shall be sent by mail and/or online to:

Gary Evans
General Manager of Active Outdoor Camping
Active Network, Inc.
18 Division Street
Saratoga Springs, N.Y. 12866

8. Funds Collected/Received:

The CONTRACTOR will collect and deposit all revenues collected related to the reservation system according to the specifications as follows:

- A. The CONTRACTOR will deposit all revenues collected from all fees; including but not limited to camping cancellation fees, camping, ticket sales and other services and activities into an account specified by the DIVISION. Deposit information will be available through the system on a daily, weekly and monthly basis for the DIVISION for reconciliation. The CONTRACTOR will track revenue by identification number, by individual, park and by DIVISION revenue code for reporting to the DIVISION accounting contact.
- B. All checks received by the CONTRACTOR are to be made out to the "Delaware Division of Parks and Recreation". All credit card revenue is to be processed through the State of Delaware account in a bank designated and approved by the State of Delaware Treasurer's Office.
- C. All credit card transactions made by both the CONTRACTOR and DIVISION staffs will be processed through the automated system. All credit card transactions will include on-line verification prior to the acceptance of any reservation made through any sales outlet, including; field workstations, park offices, DIVISION's central office, call center and internet. The CONTRACTOR will utilize the bank and account and the credit card processing company identified by the DIVISION and State Treasurer for all credit card verifications, deposit and transaction services.
- D. The DIVISION shall be responsible for the collection of revenues for any returned checks and the risk of loss thereof, for any reason, related to the reservation system.
- E. The following methods of payment must be accepted:
 - 1. CASH: The CONTRACTOR will accept, as payment, personal checks drawn on U.S. accounts, Canadian checks made payable in "U.S. Funds", travelers' checks, money orders, certified checks. Promotional coupons and discount offers are also utilized by the DIVISION and must be accepted through Internet, field staff and call center.
 - 2. CREDIT CARDS: VISA, MasterCard and Discover credit cards must be accepted to purchase any product or service available in the parks system. All credit card and debit card transactions will be processed

through the CONTRACTOR's automated system. All credit card transactions will necessitate using online and real-time verification prior to confirmation of the purchase. In the case of system failure of the online verification system, the CONTRACTOR will utilize batch mode until such time that the online verification system is functional. If online verification of credit cards is not possible, then the CONTRACTOR will be responsible for both calling the customer back to notify same of any declines to the credit card transaction and mailing a letter of "non-confirmation" to the customer. If batch processing is necessary due to failure within the CONTRACTOR's system, the CONTRACTOR will be responsible for calling customers with credit card declines at no cost to the DIVISION. If the failure of online verification is caused by reasons other than the failure of the CONTRACTOR's systems, the DIVISION will pay for the costs of calling customers with declined credit cards.

The State of Delaware reserves the right to select or remove brands of credit cards accessible for customers to purchase parks products and services available in the system.

Purchases made by credit card or debit card must be refunded by credit card transaction. Refund/credit transactions will use the same credit card number as the original debit transaction. The system must have the ability to refund/credit transactions if a credit or debit card has been cancelled. Method of payment must appear on the customer receipt.

3. **PAYMENT INFORMATION:** The CONTRACTOR must ensure that its employees accept only properly and fully completed information for all methods of payment. Full and complete information must be recorded indicating the validity of credit cards and debit cards. If proper and complete information is not provided or if information on the card indicates it may not be valid, no services are to be provided by the CONTRACTOR.

The CONTRACTOR's employees shall accept only properly and fully completed information for checks. If the CONTRACTOR's employees process improperly prepared information or information which indicates that a credit/debit card and/or check is not valid, the CONTRACTOR shall reimburse the DIVISION for all directly related financial losses incurred by the DIVISION. A form will be jointly developed by the CONTRACTOR and the DIVISION establishing proper procedure.

If full and complete information is documented which indicates a check or credit/debit card is valid, but it is later rejected for reasons over which the CONTRACTOR has no control, and then the losses shall not be the responsibility of the CONTRACTOR. The DIVISION will be responsible for sending written notification to the customer and making one phone or email contact in an effort to resolve a returned check.

Receipt of a properly prepared check by the CONTRACTOR will constitute "payment" for the reservation and the reservation will be confirmed. The CONTRACTOR will not be liable for non-sufficient funds

(NSF) checks. The DIVISION will attempt to collect bank charges from the customer for the returned funds.

Tentative reservations paid by check will be held for ten (10) calendar days. If payment for the reservation has not been received by the CONTRACTOR within the above timeframe, the site will become available for another reservation request. A record of all parties who fail to send in reservation payments will be kept. Each park workstation will be able to query the record for a particular camper at any time.

4. **BANKING:** All customer checks received by the CONTRACTOR are to be made out to "DELAWARE STATE PARKS", "DELAWARE DIVISION OF PARKS AND RECREATION" or the park name. If there is a question as to the validity of a "Pay To" entry, the CONTRACTOR should contact the DIVISION before processing the reservation. All checks should be inspected for accuracy, batched and deposited in the appropriate bank account.

Reservation/Remittance Process: The CONTRACTOR will remit all revenues into the appropriate DIVISION bank account(s) on the day that they are received.

Reconciliation of Revenue: The CONTRACTOR must reconcile all CRS revenues received with all CRS transaction numbers generated on a daily basis. The CONTRACTOR must keep a log and a copy of all checks received.

Report of Receipts: The CONTRACTOR must maintain the system so that Daily Revenue Reports can be prepared listing revenue by revenue type (cash, credit card broken out by VISA, MasterCard and Discover), park and by revenue codes by operational units as specified by the DIVISION.

The daily deposits should equal the amount on the Report of Receipts.

9. Pricing Structure:

- A. The DIVISION's pricing structure is based on the type of products and services transacted through the system.
 1. **Reservation/Registration Fee:** A fee shall be incorporated into the nightly camping rate, pavilion reservations and other services and products identified by the DIVISION.
 2. **Ticket Sales:** A collection fee shall be incorporated into each ticket transaction.
 3. **Group Ticket Sales:** A single fee shall be incorporated into the total group ticket sales.
 4. **Point of Sale (POS):** A percentage of gross sales shall be incorporated into the total purchase of the product or service.
- B. The DIVISION shall authorize the cancellation fee for all sales types as found in the policy and procedures for the product and service available through the system. See Exhibit (1) one. The DIVISION reserves the right to change cancellation fees at their discretion.

C. The DIVISION reserves the right to modify the pricing structure to allow for differential pricing for tickets, POS, reservations and registrations based on:

1. Products and Services (i.e. campsite, tickets, pavilions)
2. Amenities (i.e. enhanced features, pets)
3. Time period (i.e. length of visit, time of year)
4. Park
5. Number of people (i.e. on a site, in a group)
6. Residency
7. New Inventory
8. The volume of sales

10. Payments to CONTRACTOR:

A. Invoices:

CONTRACTOR shall prepare invoices for products provided through the central reservation service in accordance with standard invoicing practices and submitted to the DIVISION on the 7th day of each month for:

1. Total booked nights, ticket, POS sales and other future services and products accepted into the computer system for the previous calendar month.
2. The amount billed in each invoice shall be calculated as set forth in the Contract Fee section of this agreement and shall not exceed the total revenue collected for all sales outlets on the CRS and cancellations, refunds and charges for any given billing month.
3. CONTRACTOR shall be responsible for any mathematical calculation errors involved in the reservation system, i.e. the DIVISION shall only be obligated to pay for the correct amount under this agreement.

B. Invoices for Cancellations and Changes:

CONTRACTOR shall include in the monthly invoice all cancellation fees, change fees and refunds in accordance with standard cancellation and change procedures and approved refunds authorized by the DIVISION and submit to the DIVISION on the 7th of each month.

C. Payment of Invoices by DIVISION:

Invoices are due and payable by the DIVISION within 30 days of receipt. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment and the undisputed portion will be paid by the DIVISION. Both parties shall provide supporting documentation pertaining to the disputed invoice and meet to resolve differences.

11. Refund Account:

The CONTRACTOR shall maintain a checking account to issue refunds from payments made by check. The CONTRACTOR shall issue refunds in accordance with DIVISION policies and procedures upon receipt of written approval from the DIVISION. The

CONTRACTOR will periodically invoice the DIVISION to replenish this account. Documentation of refunds must be submitted prior to approval by the DIVISION and payment by CONTRACTOR. Documentation shall contain name, address, date of cancellation, amount to be refunded, reservation ID number and a brief explanation.

Refunds made by credit card shall be processed in accordance with credit card processing procedures and the DIVISION policy and procedures on refunds. Credit card refunds will be issued from the DIVISION account as established in Funds Collected/Received section 8 on pages 8-10 of this Contract.

12. Accounting Principle:

The DIVISION is required to follow cash basis accounting principles as established by the State of Delaware Treasurer's Office.

13. Accounts and Audit:

The CONTRACTOR, as a publicly traded company, agrees to maintain the books of accounts and records of all operations in accordance with CONTRACTOR's normal accounting practices required of said CONTRACTOR and to permit an inspection of said books and records by the DIVISION and the State Auditor's Office upon ten (10) days advanced written notice, no more than once per calendar year at DIVISION's principal place of business unless an egregious event is being investigated by the DIVISION. In the event of a discrepancy, the CONTRACTOR will be accountable for any and all unreported revenues and will be penalized an additional 5% on the unreported event.

14. Condition Precedent:

The rights and obligations of each party to this Contract are not effective and no party is bound by the terms of this Contract unless and until a valid executed purchase order is approved by the Secretary of Finance and received by CONTRACTOR. The rights and obligations of DIVISION under this Contract are limited to the amount of any approved purchase order.

15. Performance:

The CONTRACTOR shall maintain a stable telecommunications network with the State of Delaware and agrees to operate in good faith and a cooperative manner to achieve a state-of-the-art networking environment consistent with this agreement. CONTRACTOR agrees to cooperate and work with the State's hardware, software and network vendors necessary to provide network services to the DIVISION. The CONTRACTOR covenants and agrees that all services shall be performed by qualified personnel in a professional manner and in accordance with industry professional standards and the requirements contained herein and included in Exhibit (1) one.

All work described in these specifications must be completed with reasonable promptness. As used in this Section, the DIVISION shall be the sole judge of the term "reasonable". If the CONTRACTOR does not begin work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

16. Schedule for Performance of Work:

All work described herein must be completed with reasonable promptness. If the CONTRACTOR does not begin work in both parties mutually agreed upon milestone schedule, they will be notified and if they fail to initiate the work promptly, the contract may be terminated and the State of Delaware will forthwith proceed to collect for nonperformance of work.

17. Warranty:

The CONTRACTOR warrants that when utilized by the State of Delaware in a manner authorized hereunder, the Products will conform to the specifications set forth in the Contract. CONTRACTOR's sole obligation and liability hereunder will be to use reasonable efforts to remedy any non-conformity which is reported to CONTRACTOR in writing by the State of Delaware during the term of the Contract. In the event CONTRACTOR is unable to remedy such non-conformity within a reasonable time using reasonable efforts, CONTRACTOR may refund to State of Delaware the fees paid by the State of Delaware to CONTRACTOR for Services provided to implement the Products, and this Contract will be automatically terminated. All warranty service will be performed at service locations designated by CONTRACTOR and approved by the State of Delaware. This limited warranty is void if failure of the Products has resulted from an accident, abuse or misapplication by the State of Delaware.

18. Non-Appropriation:

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the Contract shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

In the event the DIVISION does not receive appropriations, the DIVISION will provide prompt written notice to CONTRACTOR and payment will be made for any costs and/or fees as defined in the contract then due or which have been incurred on the State of Delaware's behalf as defined in the contract up to the date of written notice of insufficient funding.

19. Cloud and External Hosting:

CONTRACTOR shall follow the non-negotiable terms and conditions and Statement of Work as directed by the Department of Technology and Information (DTI) and the Delaware Department of Justice (DOJ) and identified in Exhibit 5 (Five).

20. Disaster Recovery Plan:

CONTRACTOR shall maintain a Disaster Recovery Plan (DRP) that meets the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) as defined in Exhibit 5 SOW no's 13. Notification of any failure to the system shall be relayed to the DIVISION by the CONTRACTOR within one hour of the disaster.

21. CONTRACTOR Call Center Activity:

No Call Center activity shall be executed in an off shore facility, either by a subcontracted firm or a foreign office or section of the CONTRACTOR. Failure to adhere to this requirement is cause for termination of this Contract.

22. CONTRACTOR Help Desk Support:

A. CONTRACTOR shall provide staff help desk support to the DIVISION during the following hours:

- March 1 – October 31 7:00 a.m. – 1:00 a.m. ET Monday – Sunday
 - November 1 – February 28/29 8:00 a.m. – 10:00 p.m. ET Monday – Sunday
- On-call support is available 24x7** through direct connect patching to mobile phones.

B. CONTRACTOR shall assist park employees to resolve problems that may arise. Help desk support shall include but not be limited to assisting employees to correct a problem, correcting incorrect information posted, hardware issues for devices provided by Active, telecommunication problems for any connections provided by Active, reports provided by Active and any other issue that arises in the system that impedes DIVISION employees from their job responsibilities.

C. CONTRACTOR shall track any and all reported problems made to the Help Desk and fully document the problems reported. Tracking reports shall at a minimum identify the problem, the action taken to resolve the issue, the person who reported the issue and the date reported and when it was resolved. Authorized DIVISION staff will have access to view all DIVISION cases via a web interface.

D. CONTRACTOR shall make every effort to resolve problems immediately no matter the severity. Issues shall be escalated immediately to supervisors or technicians with advanced knowledge of the system when a reasonable effort has been made by the first line of support to correct or repair the problem.

23. Telecommunications Hardware and Software Specification:

- A. CONTRACTOR must have in place or acquire through lease or purchase a digital phone system with expansion capabilities, sized for present and future volume requirements.
- B. Phone system shall have Automatic Call Distribution (ACD) capability.
- C. Phone system shall have ACD management tool to measure and report system performance.
- D. Phone system shall have Voice Mail Auto Attendant feature.

- E. CONTRACTOR shall use the toll-free phone number specified by Delaware State Parks for the main reservation line.
- F. CONTRACTOR shall have an adequate telecommunication infrastructure in place to process anticipated call volumes.
- G. Phone system shall have Interactive Voice Response (IVR) capability to permit calls to be referred to parks before contacting an agent of the CRS. Purpose of IVR is to direct customers to the proper parks for park specific information, thus reducing callbacks to CRS and helping minimize CRS time per call.
- H. TTY capability is required.
- I. Telecommunications and processing requirements for the reservation system shall be as follows:
 - 1. CONTRACTOR and DIVISION shall jointly explore connectivity options in the parks and will agree to levels of connectivity to be used. CONTRACTOR will bear the responsibility of providing connectivity service levels that adequately meet DIVISION's needs to serve customers and perform administrative functions.
 - 2. CONTRACTOR shall pay for the cost of installing all toll-free central reservation system public telephone lines, hardware and the CONTRACTOR's help desk toll-free telephone line to the CONTRACTOR's premises. Once installed, the CONTRACTOR will pay the cost of maintaining and repairing all systems. The DIVISION will retain exclusive use of such lines.
 - 3. All monthly invoices for telecommunication infrastructure for telephone lines and other services specified herein shall be paid by the CONTRACTOR.
 - 4. CONTRACTOR shall utilize state-of-the-art connectivity options for the area to assure best response time to serve internal and external clients.
 - 5. CONTRACTOR must allow for a sufficient number of toll-free telephone lines for the public to make reservations to comply with the standards in this section and for one toll-free telephone line for the CONTRACTOR's DIVISION help desk.
 - 6. The DIVISION estimates there will be periods that the CONTRACTOR will need additional agents to process reservation calls during peak periods and periodic spikes for popular periods of time. CONTRACTOR shall anticipate these spikes in reservation activity based on historical data to ensure adequate coverage is provided to stay within the allotted time for answering calls as specified in item 9 of this section.

7. The DIVISION shall be permitted full access to the ACD reporting system and all CRS related reports. The CONTRACTOR must mail, email or fax such reports to the DIVISION at no cost to the DIVISION on a weekly basis. The DIVISION staff must also be permitted to review the reports at the CONTRACTOR's reservation center during normal business hours.
8. The CONTRACTOR will provide the DIVISION with the ability to routinely dial in to the ACD Reporting System for the purpose of viewing the "real time" activity for the reservation program.
9. The CONTRACTOR shall provide adequate staff to ensure that minimally 90% of all calls are answered within 30 seconds and the customer connects with a live agent in no more than one minute. For callers awaiting the next available operator a system generated message indicating expected hold time and providing DIVISION scripted information is preferable. No caller should be told to hang up and call back later. All calls shall be answered in the order received.
10. Average weekly (Sunday through Saturday) wait time for a reservation agent shall not exceed 60 seconds. It is a goal of the DIVISION to maintain the wait in queue at one minute or less. No caller shall be in the queue for more than 180 seconds without being connected to an operator who must process their reservation or information needs.
11. All calls should be concluded within a maximum of 15 minutes, including the amount of time that a caller is placed on hold. The DIVISION reserves the right to review the reservation results of all calls. Special attention will be paid to any calls that exceed 20 minutes in length.
12. The goal is to have 0% busy outs.
13. Average weekly abandoned call rate shall not exceed 5%.
14. The CONTRACTOR's phone system will be capable of expansion or reduction in operator personnel and equipment, as needed, as demand changes due to call volume fluctuations.
15. The DIVISION estimates there will be periods of time when customers must receive notifications to announce emergency closures at the park and campground. The CONTRACTOR shall assure a reverse calling system is available and fully functional to notify customers should the DIVISION enforce an emergency closure at any park location.

24. Database Ownership and Use:

The CONTRACTOR shall give the DIVISION access to all current and past databases regarding customers and organizations in the databases and all other information and data entered into the databases by both the CONTRACTOR and the DIVISION related to the system. Such information and data are the sole property of the

State of Delaware and shall not be sold or made available to any person or entity without the written authorization by the DIVISION, steward of the data for the State of Delaware. No files shall be purged without the written approval of the DIVISION. The CONTRACTOR shall not use state park reservation related databases for any other purpose than to administer the DIVISION's central reservation program or related services approved by the DIVISION.

25. Taxes, Permits and Licenses:

The CONTRACTOR shall pay all State and Federal taxes and/or contract fees which may be imposed or legally chargeable, and obtain all necessary permits and licenses including but not limited to Delaware Business License and other necessary permits and licenses to carryout and complete the work herein stated at its own cost and expense in compliance with any and all state laws and county and local ordinance regulation and codes.

The State of Delaware is exempt from Federal, excise, State and local taxes, and such taxes shall not be included in the contract fee for this service.

26. Insurance:

CONTRACTOR recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the CONTRACTOR's negligent performance under this contract and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the CONTRACTOR in their negligent performance under this contract.

The CONTRACTOR shall maintain such insurance as will protect against claims under Workers Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The CONTRACTOR is an independent contractor and is not an employee of the State of Delaware.

During the term of this Contract, the CONTRACTOR shall, at its own expense, carry the following minimum insurance limits:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

If the contractual service requires the transportation of departmental clients or staff, the CONTRACTOR shall, in addition to the above coverage, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
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b.	Automotive Property Damage (to others)	\$25,000
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The CONTRACTOR shall provide a certificate of insurance as proof that the CONTRACTOR has the required insurance.

27. Performance Bond Requirement:

The CONTRACTOR shall furnish and keep in full force and effect, during the term of the Contract, a performance guarantee made payable to the DIVISION, in the amount of \$400,000 conditioned for the full performance of all terms and conditions contained in the contract. The performance guarantee shall either be a cash deposit surety bond, certificate of deposit, passbook savings account, automatically renewable irrevocable letter of credit, or another form acceptable to the DIVISION. Said amount is not subject to increase but shall remain constant throughout the terms of the contract.

28. Collusion or Fraud:

Any evidence of agreement or collusion among CONTRACTOR(s) and prospective CONTRACTOR(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price or otherwise will render the agreements of such CONTRACTOR(s) void.

29. Responsible for Damage and Care of Property:

The CONTRACTOR shall be held financially responsible for any damage to the grounds, buildings, equipment, intellectual property or other work product caused by the negligent act or omission of the CONTRACTOR, their subcontractors or employees or other persons engaged in the performance of the Contract.

Every reasonable effort shall be made by the CONTRACTOR to proceed with the work as described herein in a manner accepted in trade circles.

30. Indemnification:

The CONTRACTOR agrees that it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims together with all costs, expenses for attorney's fees arising out of the CONTRACTOR's actions, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

31. Proprietary Rights Requirement:

CONTRACTOR shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State shall promptly notify the CONTRACTOR in writing and CONTRACTOR shall defend such claim, suit or action at CONTRACTOR's expense and CONTRACTOR shall

indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the CONTRACTOR (collectively "Products") is or in CONTRACTOR's reasonable judgment is likely to be held to constitute an infringing product, CONTRACTOR shall at its expense and option either:

- A. Procure the right for the State of Delaware to continue using the Product(s);
- B. Replace the Product(s) with a non-infringing equivalent that satisfies all the requirements of the contract; or
- C. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the contract or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.
- D. If, A, B or C are not readily available after using reasonable commercial efforts or, if none of the foregoing options is commercially reasonable, refund a pro-rata portion of the fees paid by the State of Delaware based on its lost use and terminate the Contract. CONTRACTOR shall not be obligated to defend, settle or pay damages for any claims solely based on:
 - 1) any State of Delaware or third party intellectual property or software incorporated in or combined with the Products where in the absence of such incorporated or combined item, there would not have been infringement, but excluding any third party software or intellectual property incorporated into the Products at CONTRACTOR's discretion;
 - 2) Products that have been altered or modified by State of Delaware, by any third party or by CONTRACTOR at the request of State of Delaware (where CONTRACTOR had no discretion as to the implementation of modifications to the Products or documentation directed by State of Delaware), where in the absence of such alteration or modification the Products would not be infringing;
 - 3) or use of any version of the Products with respect to which CONTRACTOR has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch or fix where the State of Delaware had no discretion as to the implementation of non-infringing updated, revised or repaired subsequent version or applicable updated, patch or fix.
- E. The State of Delaware agrees; not to modify any software provided by the CONTRACTOR or third party; and, that the CONTRACTOR shall be the DIVISION's exclusive software provider for this system.

32. Sub-Contracting

The CONTRACTOR shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting

assignments; however, CONTRACTOR assumes all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a sub-contractor. Any sub-contractors must be approved by State of Delaware.

33. Assignability:

Assignment of any portion of the contract without permission is prohibited except that CONTRACTOR may assign this Contract to one of its affiliates or in connection with any sale or security interest involving all or substantially all of its assets or any other transactions in which more than fifty percent of its voting securities are transferred. The DIVISION requires notification and reserves the right to terminate the contract if the sale or assignment is not in the best interest of the State of Delaware.

34. Insolvency:

In the event that the CONTRACTOR should become insolvent for any reason whatsoever, or make an assignment for the benefit of creditors, or have a receiver appointed, or should it be declared bankrupt under the laws of the United States, or Canada, or should a petition of reorganization or rearrangement be filed under the bankruptcy laws, the DIVISION shall have the exclusive option of continuing with the CONTRACTOR or its successors or assigns or trustee in bankruptcy under the terms and conditions of the contract for the full remaining term of the contract, or continuing with the CONTRACTOR or its successors or assigns or trustee in bankruptcy under the terms and conditions of the contract until such period of time as is necessary to replace the hardware, software, products, materials, reports, studies, or computer programs, or immediately terminating the contract.

35. Compliance with Applicable Laws and Regulations:

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The CONTRACTOR consents to jurisdiction and venue in the State of Delaware.

CONTRACTOR certifies that they comply with all federal, state and local laws applicable to its activities and obligations including:

- A. The laws of the State of Delaware;
- B. The applicable portion of the Federal Civil Rights Act of 1964;
- C. The Equal Employment Opportunity Act and the regulations issued there under by the federal government; and
- D. Those programs, services and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

CONTRACTOR shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes adopted during its performance of the work.

If the CONTRACTOR fails to comply with A – D of this paragraph, the State of Delaware reserves the right to terminate the contract, or consider the CONTRACTOR in default.

36. No Discrimination:

The CONTRACTOR expressly agrees, under penalty of summary cancellation of the contract, to operate in a manner not to discriminate as to age, race, religion, national origin, sex, sexual preference, or disability in accordance with all State and Federal laws and regulations and in compliance with the provisions set forth in the Civil Rights Act of 1964, American with Disabilities Act and the laws of the State of Delaware.

37. Covenant Against Contingent Fees:

The CONTRACTOR shall warrant that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage or contingent fee.

38. Termination for Cause:

If, for any reason, or through any cause, CONTRACTOR fails to fulfill in timely or proper manner its obligations under this Contract, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, DIVISION shall then have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the effective date, at least thirty (30) days before the effective date of such termination.

In the event that the Contract terminates as aforesaid, any property of the CONTRACTOR under control of the DIVISION may be held by the DIVISION until all indebtedness of the CONTRACTOR hereunder at any time of termination of the Contract is paid in full.

39. Termination for Convenience:

The State of Delaware may terminate the Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Contract is terminated by the State of Delaware as so provided, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONTRACTOR as covered by the Contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the Contract have been performed upon the effective date of termination, the CONTRACTOR shall be reimbursed (in addition to the above payment) for that portion of actual documented out-of-pocket expenses (not otherwise reimbursed under the contract) incurred by the CONTRACTOR during the contract period which are directly attributable to the incomplete portion of the services covered by the contract.

40. Lobbying and Gratuities:

Lobbying or providing gratuities shall be strictly prohibited. CONTRACTORS found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this Contract shall have their Contract immediately terminated.

The CONTRACTOR shall warrant that no person or selling agency has been employed or retained to solicit or secure a Contract resulting from this agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any Contract resulting from this breach without liability or at its discretion recover the full amount of the performance bond.

All contact with State of Delaware employees, CONTRACTOR or agents of the State of Delaware concerning this Contract shall be conducted in strict accordance with the manner, forum and conditions set forth in this Contract.

41. Solicitation of State Employees:

CONTRACTOR shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employment in order to accept employment with the CONTRACTOR, its affiliates, actual or prospective CONTRACTOR or any person acting in concert with the CONTRACTOR, without prior approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a CONTRACTOR may result in termination of this Contract.

This paragraph does not prevent the employment by a CONTRACTOR of a State of Delaware employee who has initiated contact with the CONTRACTOR. However, State of Delaware employees may be legally prohibited from accepting employment with the CONTRACTOR or sub- CONTRACTOR under certain circumstances. CONTRACTOR may not knowingly employ a person who cannot legally accept employment under state or federal law. If a CONTRACTOR discovers that they have done so, they must terminate that employment immediately.

42. Liquidated Damages:

This Contract has been established to provide a centralized reservation system to customers who wish to purchase products and services from Delaware State Parks. The CONTRACTOR's failure to comply with various provisions of the contract that cause untimely delays and/or significant inconveniences to customers as well as to the DIVISION or if the CONTRACTOR fails to comply with the provisions of this contract specified herein, the CONTRACTOR shall pay to the DIVISION the Liquidated Damages as indicated in Exhibit 6, upon notice by the DIVISION's Contract Administrator.

This system of damages is not intended to be in lieu of the CONTRACTOR performing according to the Contract provisions. Multiple violations may be grounds for immediate termination of the contract by the DIVISION. Also, extreme violations shall be cause for the DIVISION to terminate the contract immediately. The DIVISION reserves the right to waive penalties.

43. Revocation:

In addition to the rights of revocation otherwise specifically provided in this contract, the DIVISION shall have the right to revoke this Contract at any time on thirty (30) days written notice to the CONTRACTOR if: (1) the CONTRACTOR files a petition in bankruptcy, has adjudicated a bankruptcy, makes an assignment for the benefit of creditors or has a receiver appointed for it; or (2) the CONTRACTOR fails to observe or perform all of the terms and conditions and agreements on its part to be observed or performed pursuant to this Contract after notice specifying the details of such breach shall have been given to the CONTRACTOR by the DIVISION, provided, however, that if such breach cannot be remedied within such thirty (30) day period, the CONTRACTOR shall be deemed to have cured the same if it undertakes to remedy the same within such thirty (30) day period and then diligently pursues such remedy to completion.

In the event the CONTRACTOR should change ownership for any reason whatsoever, the DIVISION shall have the exclusive option of continuing under the terms and conditions of the contract with the CONTRACTOR or its successors or assigns for such period of time as is necessary to replace materials, programs or services immediately terminating the Contract.

44. Dispute Resolution:

In the event that after effective date, CONTRACTOR breaches any of its obligations, representations or warranties hereunder, the DIVISION shall give CONTRACTOR notice thereof, specifying in reasonable detail the conduct or circumstance that the DIVISION believes constitutes a breach. CONTRACTOR will promptly commence to cure such breach and shall cure the same within thirty (30) days or such longer period as is reasonably required, in all events not exceeding three (3) months provided that such three (3) month period shall be extended for so long as the CONTRACTOR is diligently pursuing a remedy and such remedy can be achieved within a reasonable time. If CONTRACTOR disputes whether a breach has occurred, and such dispute is not resolved in good faith negotiations within thirty (30) days of the date notice is given to the CONTRACTOR, then the matter shall be referred to the chief executive officer of CONTRACTOR and the Director of the DIVISION, who shall in good faith attempt to resolve the disputed issue within thirty (30) days from the date of referral. If pursuant to the foregoing procedures it is determined that a breach has occurred, then the CONTRACTOR shall commence to cure the breach and cure the same within like time periods as referenced above. Each party shall have the right to pursue any and all legal remedies available to them in the Courts of the State of Delaware, in the event that the negotiations described above do not lead to a resolution of the dispute within the time provided.

45. Intentional Breach:

Upon failure of the CONTRACTOR to intentionally provide adequate service to the public or fulfill the terms of the contract in a satisfactory manner, as determined by the DIVISION, or to intentionally comply with any of the provisions or conditions of the Contract, federal, state or local laws or any rule, regulation, or order of the DIVISION, intentionally affecting the contract, then, after thirty (30) days of written notice to the CONTRACTOR, the Contract may be terminated or suspended at the option of the DIVISION, such termination or suspension to immediately become effective in the mailing thereof. Any Contract fees accrued and earned at the date of termination shall

immediately become due and payable. The minimum fee shall not be due and payable under these circumstances.

46. Force Majeure:

Neither the CONTRACTOR nor the DIVISION shall be held liable for non-performance under the terms and conditions of this Contract due, but not limited to, government restriction, strike, flood, fire or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Contract.

47. Changes; Fragmentation Prohibition:

DIVISION may, from time to time, require changes in the Scope of Services of the CONTRACTOR to be performed under this Contract in DIVISION's sole discretion, provided, however, if such changes include any decrease in the amount of CONTRACTOR's compensation, then such changes must be mutually agreed upon by DIVISION and CONTRACTOR, and shall be incorporated in written amendments to this Contract. The parties represent and agree that this Contract is not a fragmentation of a project, and that this Contract is not part of or a continuation of an ongoing project. The parties understand that any intentional fragmentation of a project, in order to make a professional services contract subjects a violator to a fine of not less than one thousand (\$1,000) dollars nor more than two thousand (\$2,000) dollars, and to imprisonment for not more than one year, pursuant to 29 Del. C. §6903.

48. Interest of CONTRACTOR:

CONTRACTOR 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 services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

49. Contract Documents:

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and CONTRACTOR shall constitute the contract between the State of Delaware and CONTRACTOR. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, agent's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the CONTRACTOR.

50. DIVISION's Responsibilities:

DIVISION shall:

Examine and review in detail all letters, reports, illustrations and other documents presented by CONTRACTOR to DIVISION and render to CONTRACTOR in writing findings and decisions pertaining thereto within a reasonable time so as not to delay the services of CONTRACTOR.

Give prompt written notice to CONTRACTOR whenever DIVISION observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR's services.

51. Other General Conditions

- A. Current Version – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- B. Current Manufacture – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- C. Product Substitution - All items during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the contract unless specific approval is given by the DIVISION of Parks and Recreation to do otherwise.

Substitution may require the submission of written specifications and product evaluation prior to any approvals being granted. These items will include equipment, supplies, promotional literature and any other products contracted between Delaware State Parks and successful vendors.

- D. Status Reporting – CONTRACTOR shall lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- E. Marketing and Promotions – Advertising and promotions are an important aspect of sustaining and increasing park visitation. CONTRACTOR shall work in partnership with the DIVISION to promote marketing efforts to increase visitation in the park and campgrounds. These efforts shall include but are not limited to; agents knowledge of promotions and special offers, coop advertising and fee adjustment for discounts.
- F. Regulations – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- G. Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.

The Parties Agree:

The laws of the State of Delaware shall apply to the production and operation of this Contract.

This contract is the entire agreement between the CONTRACTOR and the DIVISION and supersedes any prior agreement, whether oral or written, between the CONTRACTOR or any predecessor of the CONTRACTOR and the DIVISION. It may be altered only by a written agreement signed by the

CONTRACTOR and the DIVISION. The CONTRACTOR's rights and obligations under this agreement will be binding on the CONTRACTOR's successors and assigns.

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in it, without the prior written consent of the DIVISION.

IN WITNESS WHEREOF, the parties have executed this instrument, the day and year above-written.

DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

Stephanie M Bower
Witness

Collin P. O'Mara
Collin P. O'Mara, Secretary

Pat R
Witness

Charles A. Salkin
Charles A. Salkin, Director
DIVISION of Parks and Recreation

^{David S. Small, Acting}
I hereby certify that ~~Collin P. O'Mara~~ Secretary of the Department of Natural Resources and Environmental Control of the State of Delaware and Charles A. Salkin, Director of the DIVISION of Parks and Recreation, personally appeared before me, and acknowledged that they signed and delivered the aforesaid instrument as their own free and voluntary act of said agency, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of August, 2013.



Vicki E. Ward
Notary Public

My commission expires: 6-21-14

STATE OF DELAWARE)
) SS.
COUNTY OF Kent)

ACKNOWLEDGMENT

State of California
County of San Diego)

On November 6, 2013 before me, Anusheh M. Chavez, Notary Public
(insert name and title of the officer)

personally appeared Jon Belmonte,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Anusheh M. Chavez (Seal)

EXHIBIT NO. 1

Delaware State Parks Computing Environment and Standard Operational Reservation Procedures

Exhibit No. 1 includes the following:

- I. Computing Environment**
- II. Standard Operational Reservation Procedures**
- III. Campground Business Rules**
- IV. Walk-in/Non-Registration Ticket Sales Business Rules**

The State Park System includes 16 state parks, 5 of which have campgrounds. Campsites, cottages, cabins, camping cabins and yurts presently total approximately 626. Three (3) of our parks are open year round which include the campground and cabins at Killens Pond, campground and yurts at Lums Pond and the cottages at Delaware Seashore State Park. Delaware Seashore State Park also has sites that can accommodate self-contained units year round.

Major bridge construction at the Indian River Inlet closed camp sites at Delaware Seashore State Park for the past 9 years. With bridge construction completed, these sites will be totally renovated with new amenities and services as part of an overall improvement project to the park and are projected to reopen in late Spring 2014. Design and amenities of the newly reconstructed campground and details are available upon request. These additional sites are targeted to open for reservations in late 2013 for occupancy in May or June of 2014.

Advanced ticket sales are available through the reservation system for historic Civil War living history tours, ferry shuttle service and other scheduled events at Fort Delaware State Park.

The Division desires to have an integrated revenue collection (Point of Sale) and reservation system, also known as a revenue management system, for all revenue collected for amenities, activities, camping and retail merchandise in the Central Reservation System. The addition of picnic pavilion reservations shall be activated in the CRS in late 2013. This system shall provide the platform for collecting transactional, statistical and historical records.

The project phases for the Central Reservation System will be completed as follows:

- a. Phase 1 - Install and ramp-up Call Center, Camping Parks and Fort Delaware State Park for campground, cottage and ticket reservations. May 1, 2013.
- b. Phase 2 – Add POS module for Lums Pond State Park and Fort Delaware State Park no later than May 1, 2013.
- c. Phase 3 – Expand reservation system to include pavilion reservations in all parks no later than October 2013.
- d. Phase 4 – Transition from a 7 month reservation window to one year window effective in 2014.
- e. Phase 5-Continue to assess the POS system through 2013 for implementation in other parks.

I. The current Delaware State Parks' computing environment consists of the following:

1. The State of Delaware maintains a LAN/WAN environment consisting of varied software and technologies.
2. The State of Delaware develops and maintains applications on various computer platforms. Mature, statewide applications are predominately run on the mainframe. Agency-level applications and database development reside on mid-range and desktop computers. Personal computers are also utilized for client-centered tasks, work-group services, and office tasks such as word processing, spreadsheets, electronic mail, terminal emulation, and small data-management tasks.
3. Delaware State Parks shares server resources with its parent, the Department of Natural Resources and Environmental Control (DNREC).
4. The DNREC Office of Information Technology staff supports Microsoft Network (Windows 2008), SQL, MS Office and other proprietary programs and platforms.
5. Park Offices at Delaware State Parks have desktop personal computers of Pentium or newer technology and laser or ink jet printers. Park Entrance Booths do not presently have computers or printers.
6. The CRS project shall exist outside the State Parks/DNREC/State of Delaware LAN/WAN but must have ports to exchange data between systems.
7. Current Division owned computer inventory by park office:

All computers are desktop units used by administrative staff. The Dover Office and ranger stations are not listed. All computers are Dell Optiplex with the exception of (1) AT&T 486 at Lums Pond SP.

A. CAMPING PARKS

1. Cape Henlopen State Park
 - a. Office – PII, PIII, HPLJ6L w/peer to peer
 - b. Biden Center – PII, HPLJ5P
 - c. Nature Center – PIII, HPLJ and HP Inkjet
2. Delaware Seashore State Park
 - a. Office – PII, HPLJ6L w/peer to peer
 - b. Marina – PII, HPLJ5L
3. Killens Pond State Park
 - a. Office – Pentium, PIII Epson Inkjet, HPLJ w/peer to peer
 - b. Waterpark – PII
4. Lums Pond State Park
 - a. 486, PII, HPDJ2500, W95 w/HUB
5. Trap Pond State Park

- a. Office – PII, HPDJ
- 6. Delaware Seashore State Park
 - a. Lifesaving Station-

B. NON-CAMPING PARKS

- 1. Bellevue State Park
 - a. Office – 486, Pentium, PII w/peer to peer
 - b. Mansion – PIII, Epson 800 Inkjet
- 2. Brandywine Creek State Park
 - a. Office – PIII
- 3. Fenwick Island State Park
 - a. No equipment – admin under Holts Landing
- 4. Fort Delaware State Park
 - a. Office – PIII, HPLJ6L
 - b. Gift Shop – PII
- 5. Fort DuPont State Park
 - a. No equipment – admin. under Ft. Delaware
- 6. Fox Point State Park
 - a. No equipment – admin under Bellevue
- 7. Holts Landing State Park
 - a. Office – PII, Epson Inkjet
- 8. White Clay Creek State Park
 - a. Office – PII, HPLJ
- 9. Wilmington State Parks
 - a. Office – (2)486, PII (2)HPLJ w/peer to peer
 - b. Zoo – 486, Pentium, PII, (2)printers, w/peer to peer

II. Standard Operational Reservation Procedures – See Addendum A Delaware State Parks CRS Procedures

III. Campground Business Rules

A. Registration

- 1. A per-night camping fee will be charged to camp in a state park campground.
- 2. Campers must be at least 18 years old to register for campsites, cabins, camping cabins or yurts and at least 21 years old to register for cottages.
- 3. Sites must be used for camping and a camping unit or equipment must be in place within 24 hours of scheduled arrival time.
- 4. A Camping Unit is defined as a tent, vehicle or equipment that is specifically designed for camping and offers privacy to the occupants. By definition, a boat is not a camping unit. Likewise, work trucks and vehicles designed for functions other than recreation are not camping units. Park management reserves the right to use discretion regarding this policy.
- 5. Camping Season:

- a. Cape Henlopen and Trap Pond State Park – March 1 to November 30
 - b. Killens Pond and Lums Pond State Park – Year Round
 - c. Delaware Seashore State Park – Year round for self-contained units, others March 1 to November 30.
6. Camping check-in time is 1 p.m. Campers registering before 6 a.m. will be charged for the previous night.
7. Camping check-out time is 12 noon.
8. Cottage check-in time is 3:00 p.m.
9. Cottage check-out is 10:00 a.m.
10. Delayed Arrivals: In the case of a delayed arrival the Park Office must be notified in advance to avoid cancellation.
11. The park reserves the right to hold reserved sites until check-out time the day following the scheduled arrival date before cancelling the reservation.
12. Minimum stay: One night unless otherwise specified.
13. Maximum stay: Between Memorial Day and Labor Day, camping is permitted for a maximum of 14 nights each 21-night period per park. Other limits are at the discretion of park management.
14. By definition, Delaware State Park campgrounds are family campgrounds. Group camping (where the number of campers exceeds the maximum capacity of two family campsites) is prohibited in family campgrounds during prime season. Individuals are limited to two sites at any time unless group camping is approved by park management.
15. Handicapped Sites may only be occupied by the handicapped camper and his/her guests. If no other campsites are available, vacant handicapped sites may be occupied by non-handicapped campers.

B. Site Occupancy

1. One camper must be at least 18 years old at each campsite. For cottages, there must be one occupant who is at least 21 years old.
2. The campsite fee covers four campers. An additional fee will be charged per person per night for each additional campers over four. The maximum number of campers per site is eight.
3. Two camping units are permitted per suite. This may consist of a mobile camping unit and one tent; one pop-up and one tent; or two tents (with a maximum of 300 sq. ft. floor space) per site.

4. One vehicle may be parked at each campsite. Additional vehicles may be parked in the visitor parking lot.
5. If a "walk-up camper" (camper who has not made a reservation) occupies a previously reserved site, the party with the reservation will have preference, regardless of who arrives first. The walk-up camper will be moved to a vacant site, if one is available.
6. Visitors are welcome in the campgrounds between 7 a.m. and 10 p.m. Visitors must pay the daily park entrance fee when applicable.
7. The Division of Parks and Recreation is not responsible for lost or stolen items or for damage to vehicles or equipment.
8. Use of generators is discouraged. Use of generators is prohibited at Cape Henlopen State Park. If there are noise complaints, generators will be used at the discretion of park management.
9. Quiet Time is from 10 p.m. to 7 a.m. QUIET TIME IS STRICTLY ENFORCED. Use of generators is prohibited during Quiet Time.

C. Pets

Pets are permitted in Delaware State Park campgrounds but must be leashed and attended at all times. Pets are not allowed in cottages, cabins, camping cabins or yurts. Each park may have specific policies about pets.

D. Alcohol

Alcoholic beverages are prohibited at Lums Pond. Keg beer, party balls or beer balls are prohibited in all parks. Laws of the State of Delaware apply.

E. Fires:

Fires are permitted in fire rings only. Charcoal fires are permitted in charcoal grills. All fires may be prohibited due to weather conditions at the discretion of park management. Open fires are prohibited at all times at Delaware Seashore State Park.

F. Trees:

Chopping, cutting or damage to trees is prohibited. Downed limbs or wood may not be gathered and burned.

G. Firewood:

The transport of firewood by campers from state to state has contributed to the spread of Emerald Ash Borer and other invasive forest insect pests. These insects are transported on or inside dead wood as adults, larvae or eggs. These insects are capable of destroying forest trees and damaging our park landscapes.

All firewood must be acquired locally. Leave firewood at home when you travel. Buy wood where you burn it OR buy kiln dried firewood. Kiln-dried firewood is acceptable as this process kills insects.

All firewood that is brought to the campground must be burned. Do not leave firewood for the next camper. This ensures that any infested wood brought to the park is destroyed as quickly as possible.

Collection of firewood from park forests is prohibited. Down and decaying wood is important to the health of our forests.

H. Property and Environmental Damage

Any intentional actions resulting in damage to property or the environment will be prosecuted to the fullest extent of the law.

I. Trash

A dumpster is provided for trash disposal. The burning of trash and excess litter is prohibited.

J. Dump Station

- a. A specified fee will be collected to non-registered campers utilizing the dump station at the campground.

K. Wastewater

- a. Dumping or disposal of dish/bath waters, septic wastes or other effluents on the ground is prohibited.

IV. Ticket Sales Walk-in/Non-Registration Business Rules

1. The call center for Fort Delaware will share resources with and have the same hours of operation as the existing camping reservation system. Access will be via the toll-free number 1-877-987-2757. Weekend hours are available April 30th through September 30th from 8:00 a.m. to 3:00 p.m. on both days.
2. Online reservations will be open 24 hours per day, 7 days per week except for agreed upon maintenance.
3. The call center and website will not make same day reservations. Due to the call center's fluctuating hours of operation, tickets not sold by the call center at the close of business on the day prior shall be made available by internet and walk-up customers to Fort Delaware. The cutoff time for internet reservations is midnight for next day visits.
4. A confirmation number will be provided to visitors reserving tickets in advance along with instructions to bring their confirmation number and proof of identification to the ticket counter in the gift shop upon arrival.
5. All visitors must purchase or receive a complimentary ferry/admission ticket.

6. There are no refunds for cancellations or no-shows. Ticket fees are non-refundable except for park-initiated closures. Park staff must coordinate emergency closures with the contractor's CRS project manager or other authorized vendor representative.
7. There is no limit to the number of ticket reservations an individual can make. The individual may make multiple reservations in the same name.
8. Partial cancellations (removal of individuals from timeslots) will be charged a \$5 fee and are allowed if no less than 7 days away from the tour date.
9. Changes in dates or times are permitted a one-time change at no charge. Subsequent changes will be charged a fee.
10. A base coupon system will also be integrated into the new system. These coupons would be available to use through all three sales channels and will be percent and/or flat-rate based.
11. A percentage based discount system shall be created for POS sales (i.e. 10%, 50%)
12. Visitors will be instructed to visit the ticket counter at least 30 minutes prior to the tour/event time. Tickets not claimed 30 minutes prior to the scheduled tour/event time will be released for walk-up visitors.
13. Group sales will not be available via the Internet.
14. A group will consist of a party of 20 or more.
 - a. Adult Group is an organized group of 20 or more people aged 18 or over.
 - b. School Group or Organized Youth Group is a group of 20 or more with the majority under 18 years of age.
 - c. Bus group will also include a tour guide, driver and any escorts.
15. Groups may reserve a maximum of 45 tickets for the Paranormal Ghost Tours. As other tours are added, groups will typically be permitted to reserve a maximum number of tickets that is 10 tickets below the maximum limit for the particular tour. Please note that maximum number of tickets may vary according to program type.
16. Multiple group reservations may be made with one telephone call. A separate confirmation number will be provided for each group reservation.
17. Tour companies – when a tour company makes a reservation, the reservation specialist will obtain the tour operator license number and the State in which they are licensed. Any bus group/tour company requiring “bundled tickets” (i.e. lunch at a local restaurant, hotel reservations, special programming) will be handled by the Park Office.

18. For groups that do not have a tour operator's license (i.e. Boy Scouts, Girl Scouts, schools), the reservation specialist will obtain the organization or school and proof of identification of the tour leader. The individual picking up the tickets must have letterhead or some other identification associating them with the group. Although the call center may make the reservation, the tour leader should be directed to call the Park Office to set up their program.
19. There will be no fee waivers for school or non-profit groups.
20. Groups must arrive 30 minutes prior to their scheduled tour/event time. Tickets not claimed 30 minutes prior to the scheduled tour/event time will be released for walk-up visitors.
21. Tour leaders must bring their confirmation number and proof of identification to claim their tickets.
22. Walk-up tickets may be purchased by groups or individuals for any available tour/event scheduled that day.
23. There will be no waiting list for unclaimed advance reservations.
24. Walk-up tickets will be processed for the day of the visit only.
25. Park personnel may cancel any tour or event and may revoke any ticket or cancel any reservation due to security or safety issues or violations of any park regulations.

EXHIBIT NO 2

DETAILED REQUIREMENTS

Mandatory Requirements and Desirable Features

As a condition of the agreement, the DIVISION will not incur any advanced costs for the system. The DIVISION expects that the CONTRACTOR will recover all costs and realize a fair profit through a transaction charge to the DIVISION.

The CONTRACTOR shall, in meeting the terms of the contract, provide the following products and services:

1. Training:

CONTRACTOR will provide a training plan acceptable to the DIVISION as part of the proposal to ensure satisfactory and efficient operation of the System by all users.

- a) Call Center Staff Training: Call center staff receive initial, updated and refresher training. Shall contain all pertinent information regarding products and services in Delaware State Parks, including campground data, activities, amenities, manuals, instruction guides and content. As the CONTRACTOR will be acting as the DIVISION's representatives, the training shall include customer relations, interview and sales techniques, and will emphasize the need to provide efficient, knowledgeable, and quality customer service. It would be desirable to have call center staff tour all or some of the applicable state parks to acquire firsthand knowledge of the facilities and services. It shall be mandatory for all call center supervisory staff working on the DIVISION's contract to tour all of the state park areas within six (6) months of execution of the contract or within six (6) months of employment at no cost to the DIVISION.
- b) State Employee Training: state employee training by the CONTRACTOR shall include all the necessary materials, manuals, and hands-on training at a site(s) and at times to be mutually agreed upon at no cost to the DIVISION. Training will be for management, fiscal, and facility level personnel and must include preventive maintenance procedures. Training shall ensure the following:
 - Navigate easily through the reservation system
 - Ability to make a sale, reservation and registration
 - Handle ticket sales and POS transactions
 - Process cancellations and changes in reservations and registrations
 - Ability to pull multiple and complex operating and management reports
 - Interpret reports so determination can be made if service and satisfaction levels, and needs are being met.

An annual schedule to train/update Seasonal Employees by CONTRACTOR shall be mutually agreed upon by both parties.

- c) All training and associated materials must be updated annually and/or as needed and may include, but not be limited to, tutorials, practice, and/or video sessions. Effectiveness of training must be continually evaluated and monitored to ensure optimum operation of the System.

2. Reservation Service and Hours:

- a) The CONTRACTOR shall install and maintain a Telephone Call Center for the purpose of accommodating reservation requests and resolving customer service issues. The DIVISION will have access to the Call Center for purposes of monitoring, training, and promotion for DIVISION employees and guests.
- b) The System will accommodate reservation requests by telephone and by Internet and none shall be given preference. Telephone requests for all reservation and customer service transactions are to be accomplished through a toll-free line maintained by the Vendor. The toll-free number 877-98-PARKS (877-987-2757) is reserved for use by the Delaware CRS, and shall be transferred to the CONTRACTOR's use. Rights to the phone number shall be retained by the DIVISION. TTY service is a MANDATORY feature of any system proposed.
- c) At a minimum, business hours of the CRS Call Center shall be:

Jan 1st - Mar 31st and Oct 1st – Dec 31st-Open 10a.m. - 6:00 p.m. Mon-Fri, closed weekends.

Apr 1 – Apr 29th- Open 10:00 a.m.- 8:00 p.m., Mon-Fri, 8:00 a.m.-12:00 p.m. Sat, closed Sun.

April 30th- Sept 30th- Open 8:00 a.m.-8:00 p.m., Mon-Fri, 8:00 a.m. - 3:00 pm Sat and Sun.

All hours are United States Eastern Time Zone

Closed Thanksgiving, Christmas, New Years' Eve and New Years' Day

- d) The CONTRACTOR shall provide adequate staff to ensure that minimally 90% of calls are answered within 30 seconds and the customer reaches a live Reservation Agent in no more than one minute. The CONTRACTOR shall monitor, record, and report call volume, hold times, busy signals, call lengths, call follow-up work time, and other statistics regarding Customer and Staff calls.
- e) When all Reservation Agents are busy, callers shall be placed in a queue with appropriate recorded messages to be approved by the DIVISION. It is a goal of the DIVISION to maintain the wait in queue at one minute or less. The CONTRACTOR shall have a business plan to predict variable and peak

call volume. The CONTRACTOR is expected to provide adequate staffing, including peak times, frequent and thorough training, and continual monitoring and reviews of staffing levels and call statistics to assure standards are being met.

- f) The system shall provide expanded customer service and include information such as but not limited to campsites and destinations either in the same campground or nearby based on information provided to the CONTRACTOR by the DIVISION. The System's shall do searches and/or queries for dates, activities, tickets and attractions, such as hiking, fishing, hunting, boating, shopping, etc. This information will be as comprehensive as possible in order to answer customer questions and encourage quick customer decisions. Additionally, the system shall track and report instances where the customer's first choice cannot be filled.
- g) **The system must remain operational for 24 hours per day/7 days a week.** Campground offices in Cape Henlopen State Park and Delaware Seashore State Park are open 24 hours per day (continuously) during peak summer season and may register walk-up campers at any time. Lums Pond and Killens Pond are open year round with limited amenities. The only exclusion would be due to a park closure. Routine maintenance on the system shall only be scheduled outside the Prime Season and park office hours so as not to interrupt service to park visitors.

3. Parks Business Rules and Procedures (See Attachment NO. 1 – BACKGROUND INFORMATION)

4. Hardware and Software:

The CONTRACTOR will provide System hardware with costs averaged over the life of the contract for all campground offices and Fort Delaware State Park. Locations will be specified by the DIVISION (Refer to Exhibit No. 7). Note that, it is the desire of the DIVISION to use existing hardware in State Park Offices to reduce fees and minimize clutter. Park locations listed in Exhibit No. 8 may require infrastructure enhancements. The DIVISION acknowledges that the Contract will address registrations, reservations and ticket sales through Internet call center and walkup for family and group campsites, cottages, cabins and yurts for designated parks.

- a) Computer hardware shall consist of a minimum: server(s), call center workstations, remote workstations, printers, supporting network and datacom hardware, appropriate backup hardware and UPS. Sharing of any resources with other CONTRACTOR clients may only be done with the approval of the DIVISION. Any resource sharing should be reflected in the rate structure.
- b) Computer hardware located in the campground offices are the property of the vendor and shall be replaced every five (5) years at a minimum or when needed to ensure the CRS system is fully functional.

- c) Computer hardware located in the field and Dover offices are the property of the DIVISION and shall be replaced by the agency according to the agency's replacement cycle.
- d) Computer software shall consist of the elements necessary to provide the functionality required for operation and maintenance of a complete reservation, registration, point of sale and ticket/confirmation service for campsites, cabins, pavilions and other facilities, events and services for Delaware State Parks.
- e) The data including inventory will reside in a location that meets all PCI security standards and be accessible by all sales channels including park offices, Internet and Call Center on a real time basis.
- f) The DIVISION has multiple retail outlets for the sale of products and services available in State Parks; therefore, POS functionality shall be a mandatory feature of the software.
- g) Telephone hardware and software shall be of digital design and will consist of Switch, Base, Handsets, Headsets, Manager Station and UPS for Call Center. TTY service is a mandatory feature of this system proposed. Remote sites may use existing hardware where appropriate. For purposes of this RFP, credit card swipe devices, cash drawers, and other POS devices are grouped with Telecommunications Hardware. Hardware shall support ACD (automatic call distribution) and IVR (interactive voice response). MIS software shall be included. System shall be capable of expansion to CTI as the technology matures and needs dictate. Sharing of resources with other CONTRACTOR clients may be done with the approval of the DIVISION. Any resource sharing should be reflected in the rate structure.
- h) Hardware and software installed in the state parks by Contractor as defined in Exhibit 7 shall comply where applicable with State of Delaware standards and policies found at <http://dti.delaware.gov/information/standards-policies.shtml>.

5. Software Configuration

- a) The CONTRACTOR is required to install and configure all software to include all operating systems, reservation software, utility programs and any custom program modifications.
- b) Any new releases or upgrade to the software shall be made available to Delaware State Parks. These shall be covered as normal maintenance items. Major upgrades shall only be released during low a peak period or upon approval by the DIVISION.
- c) The CONTRACTOR is responsible for the replacement of any software when needed to ensure the CRS system is fully functional.

6. Software Testing

- a) The CONTRACTOR shall fully test all elements of the System software, including enhancements or "debugging" before it is released.
- b) Requested changes must not adversely alter or affect other elements of the program.
- c) The CONTRACTOR shall possess a comprehensive test/acceptance environment. That environment shall mirror the structure and functions of the production environment and operate with no effect on the production environment (e.g., data, processes, response time).

7. Software Warranty and Maintenance

- a) The Software must be warranted to perform as advertised, demonstrated and presented.
- b) Any software "bugs" which appear in normal operation will be corrected at the sole expense of the CONTRACTOR.
- c) Any modifications to the source code must be covered by the warranty and maintenance agreements.
- d) Maintenance should include CONTRACTOR creation of up to five additional DIVISION specified report formats on an annual basis at no additional charge to the DIVISION (standard reports are listed in Exhibit No. 4).
- e) Please list CONTRACTOR response time to software related failures in the System. Response time may vary depending upon season.

8. Hardware Installation

- a) The CONTRACTOR shall be responsible for the replacement and installation of all hardware.
- b) Hardware includes computer and telecommunications devices.
- c) Any subcontractors used must be approved by the DIVISION.

9. Hardware Warranty and Maintenance

- a) The CONTRACTOR shall warrant any hardware provided under the Contract to perform as specified in the Contract.
- b) The responsibility of maintaining and replacing the hardware shall remain with the CONTRACTOR.
- d) Hardware includes computer and telecommunications devices.

10. Upgrades to Infrastructure

- a) Infrastructure improvements to any DIVISION facilities are the responsibility of the CONTRACTOR and must be downward compatible to any technology already in place including wiring and cabling additions or upgrades.
- b) Any subcontractors used must be approved by the DIVISION.

11. Computer Hardware Specification and Location

- a) Hardware shall consist of industry standard components subscribing to Intel and Microsoft Windows standards.
- b) Hardware shall use open architecture design standards.
- c) Server(s) shall be certified to use Network Operating System (NOS), Disk Operating System (DOS), Relational Database Management Software (RDBMS) and application software proposed. Demonstrated compatibility may be accepted in lieu of certification with DIVISION approval. Processors, memory, and drive capacity will be adequate to efficiently (with minimal degradation under load) carry out all functions associated with the software/operating environment.
- d) CONTRACTOR shall establish an auxiliary server beyond 150 miles from the main server as part of a disaster recovery system required by DTI. This includes a full reservation system and Call Center in the event of a main system failure.
- e) Operating platform shall be the latest Windows server. Use of any other platform will require justification by the CONTRACTOR and approval by the DIVISION.
- f) LAN/WAN hardware and peripherals shall support the latest technologies.
- g) Call Center workstations may be personal computers or terminals. They will be of sufficient capacity to efficiently (with minimal degradation under load) carry out all software functions associated with the Software and operating environment.
- h) Remote workstations will be used in offices and registration booths and will be personal computer based. They may be exposed to severe environmental fluctuations including temperature, humidity, and air quality (sand and dust). Limited space is another factor in the registration booths. Ruggedness and small footprints are desirable features of the remote workstations.
- i) Hardware should be expandable/upgradable to permit processing and storage for additional locations, inventory, users, and history and as phases of the project are executed and the system matures.
- j) Printers will be of adequate construction and performance standards (HP or equal) to print all required documents and reports.

- k) Cash drawers shall be included at remote registration sites and POS workstations.
- l) **DESIRABLE:** Space, environmental conditions, and security are issues in registration booths. CONTRACTOR should explore the newest technologies and cost effectiveness when designing workstations (i.e. laptops, LCD monitors, BOCA or equal ticket printers, etc.).

12. Software Specification, Design and Operation

The Software must:

- a) CONTRACTOR must maintain the data base management system in compliance with all state and federal guidelines.
- b) Operate from a single database (for the purpose of operating in "real-time").
- c) Contain fields adequate to search customers by name, phone number (home, work, cell), email address and home address and shall include campsite descriptions, restrictions and cautionary statements, and campground rules, driving directions, and local attractions.
- d) Permit the use of "aliases," or name substitutions, when searching for parks (i.e. Lewes would mean Cape Henlopen State Park, Indian River Marina would mean Delaware Seashore State Park).
- e) Permit up to 50 additional sites to act as "temporary" campgrounds or loops.
- f) Update the database in a "real time" mode so that queries are accurate and double bookings prohibited.
- g) Allow multiple users to read the same record simultaneously.
- h) Utilize record locking when a record is being changed.
- i) Make use of design features that minimize keystrokes required for a task (i.e. function keys, pull-down menus, graphical user interfaces).
- j) Provide users with on-line help/prompts to make the Software user-friendly.
- k) Provide error messages that state the reasons an entry is unacceptable to the system.
- l) Provide the mandatory data fields described in Exhibit No. 3.
- m) Support a cash drawer interface.
- n) Provide the reports described in Exhibit No. 4.

- o) Reports should be printable to CRT, printer, telecom port or disk or other storage medium.
- p) Provide for searches of the database by multiple keys including, but not limited to:
 - 1) Customer name
 - 2) Customer ID number
 - 3) Customer Phone number
 - 4) Reservation number
 - 5) Transaction number
 - 6) Date
 - 7) Campground/ticket type/service or product purchased
 - 8) Email address
- q) Provide functionality to permit a secure "single entry" of credit card information for credit card authorizations and transactions with immediate credit card verification.
- r) Permit the interface of Internet mapping as described in Exhibit No. 9.
- s) A few of the state parks utilize buildings that serve as Campground Registration, Entrance Fee, and camp stores. The systems in these buildings handle reservation/registration transactions as specified, POS and entrance fee (cumulative totals only) transactions. An entrance fee will currently be one of 12 possible fees.
- t) Provide functionality for the sale of campsites, cabins, activities, services, merchandise and ticket sales at multiple and remote locations utilizing a single data source.
- u) Inventory is a requirement for all sales, products and entrance fees and must have the capability for sequential numbered tickets and receipts. Periodic reports of transaction totals by type and grand total is a requirement.
- v) Maintain a license that demonstrates ownership for the Software (i.e. registered license) appropriate for DIVISION use.
- w) Maintain any database management software and utilities not already in the DIVISION's software inventory that are required to run the system.
- x) Report any constraints or limitations of the Software such as the number of records or hardware dependencies.

13. Software Specification, Inventory Features

The Software must:

- a) Maintain inventory to be grouped in the categories in Exhibit No. 3.

- b) Maintain multi-level security.
- c) Provide screens enabling properly authorized staff to:
 - 1) Add categories/inventory
 - 2) Delete categories/inventory
 - 3) Change categories/inventory
- d) All overnight venues shall be classified in up to 20 categories, based on:
 - 1) Types of equipment allowed
 - 2) Amenities available to customers
 - 3) Park location
- e) Permit inventory categories for overnight venues to be defined for:
 - 1) A park
 - 2) A campground within a park
 - 3) A loop within a campground
 - 4) A specific campsite
- f) Permit inventory categories for ticket sales to be defined for:
 - 1) A park
 - 2) Time/date
 - 3) Type
 - 4) Activity
- g) Permit inventory categories for POS merchandise to be defined for:
 - 1) A park/location
 - 2) A department
 - 3) An Item
- h) Permit inventory categories for Amenities/Activities to be defined for:
 - 1) A park
 - 2) An amenity/activity type
 - 3) Time/Date
- i) Assign each item of inventory a unique code that identifies:
 - 1) The park where the item is located
 - 2) The campground the item is in
 - 3) A "prime" or "standard" classification for overnight venues
 - 4) The specific item (site, cabin, yurt, activity, amenity, product or other)
 - 5) A handicapped accessible item.

14. Software Specification, Reservation Features

The Software Shall:

- a) Have an inquiry mode to report the availability of the various types of inventory items.

- b) Have an inquiry mode to report the availability of the various types of camping sites, cabins, camping cabins, cottages, yurts, tickets, amenities and activities based on up to 10 search strings.
- c) Allow reservations to be made for a specific camping site, cabins, camping cabins, cottages, yurts, tickets, amenities and activities (site specific).
- d) Allow reservations to be made for a campground, category, cabins, camping cabins, cottages, yurts, tickets, amenities, activities.
- e) Restrict double-bookings.
- f) Allow inquiries regarding reserved inventory items.
- g) Allow the DIVISION to define multiple reservation windows where a customer may make a reservation under the same name at the same time for family camping.
- h) Allow the DIVISION to define the number of reservations a customer may make under the same name at the same time for Group camping.
- i) Prevent CONTRACTOR from making reservations outside the maximum reservation window.
- j) Prevent CONTRACTOR from making reservations inside the minimum reservation window.
- k) Prevent CONTRACTOR from making reservations that violate length of stay restrictions of Camping Sites, cabins, camping cabins, cottages, yurts, tickets, amenities and activities. Management overrides the length of stay.
- l) Rate adjustments shall only be permitted as authorized by the DIVISION.
- m) Provide an on-screen message(s) detailing reasons for denying a reservation.
- n) Permit a CONTRACTOR and Agents to reserve multiple sites by:
 - 1) Entering customer number, name, address, and phone number (history) only one time.
 - 2) Entering Camp Site, cabin, camping cabin, cottage, yurt, ticket, amenity and activity information and arrival and departure dates for each reservation.
- o) Provide a comments field of adequate size (please state number of characters) on the reservation screen.
- p) Automatically generate a unique identification number for each reservation.

15. Customer Service:

- a) A Complaint Tracking System shall be maintained by the CONTRACTOR that will manage and track customer issues and report to the DIVISION biweekly including support services to campground and park offices.
- b) Using existing survey tools to randomly conduct customer service surveys.
- c) Compensate the DIVISION or the customer for CONTRACTOR errors, such as double bookings. (i.e. credits to DIVISION, apologies to customer, refunds, etc.)
- d) Ability to report and notify customers of emergency situations such as major weather events and any other limitations.

16. Telecommunications Hardware and Software Specification

- a) CONTRACTOR shall have a digital phone system with expansion capabilities, sized for present and future volume requirements.
- b) Phone system will have Automatic Call Distribution (ACD) capability.
- c) Phone system will have an ACD management (MIS) tool to measure and report system performance.
- d) Phone system shall have Voice Mail Auto Attendant feature.
- e) CONTRACTOR shall use the toll-free phone number specified by Delaware State Parks for the main reservation line.
- f) CONTRACTOR shall have an adequate number of feeder lines in place to process anticipated call volumes.
- g) Phone system shall have Interactive Voice Response (IVR) capability to permit calls to be referred to parks before contacting CRS. Purpose of IVR is to direct customers to the proper parks for park specific information, thus reducing callbacks to CRS and helping minimize CRS time per call.
- h) TTY capability is Mandatory.

EXHIBIT NO 3

DELAWARE STATE PARKS MANDATORY and DESIRED DATA ELEMENTS

This EXHIBIT outlines the minimum data requirements for the reservation application. Unless otherwise noted, the data elements listed here are required. All items listed are considered mandatory unless noted.

1. Transaction Information
 - Transaction type
 - Reservation associated with the transaction
 - Operator/Contractor id or user id
 - Transaction date
 - Transaction time
 - Transaction location
 - Amount
 - Cross reference to other transactions

2. Park Details
 - Region id #
 - Park id #
 - Park name
 - Street address
 - City
 - State
 - Zip code
 - Phone number
 - Mobile Number
 - Fax number
 - Dates park facilities are open
 - Fee structure in effect
 - Services and amenities available in the park

3. Special Events and Activities (DESIRABLE)
 - Special events taking place in the park
 - Special events taking place within the region
 - Activities taking place within the park

4. Venue Details
 - Region id #
 - Park id #
 - Venue id #
 - Venue name
 - Inventory of sites reservable by site type

Inventory of amenities and services available for rental or purchase by type

5. Venue Type Details

- Region id #
- Park id #
- Venue id #
- Venue open date
- Venue close date
- Availability
- Maximum consecutive nights a customer may stay
- Minimum number of nights a customer must leave before they can re-register.
- Maximum booking window
- Minimum booking window

6. Venue Site Details

- Region id #
- Park id #
- Venue id #
- Cabin, cottage yurt, or campsite, amenity, activity id #
- Site/Amenity/Activity type – (water/electric)
- Rate
- Acceptable equipment
- Maximum number of people
- Maximum number of vehicles
- Maximum vehicle length
- Physical and Environmental Description of the site
- Parking surface

7. Operator Alerts and Notes

The system shall have the capacity to assign informational notes and cautionary statements that display for the Operator/Agent/Park Staff or customer during reservation process. Notes may be weather or maintenance related, may concern events in or near the park, reminder notes regarding procedures, etc.

8. Confirmation letter customization

The Software must be able to include instance specific clauses in the reservation confirmation letter. Customization may involve standard rule and information, special rules and information regarding specific venues, and special rules and information for certain time periods.

Additionally, letter should include reservation number, name, address, dates of reservation, location, venue (if appropriate) and payment information.

9. Customer Information

- Customer number
- Customer name
- Street address
- City
- State/province/country (must support foreign address)
- Zip/postal code
- Home/Primary phone
- Mobile Phone
- Work phone
- Email address
- Discount group
- Case Number
- Comments field to be used for history or alerts

10. Reservation Details

- Unique reservation number
- Client identification
- Park identification
- Venue identification (cabin or campsite id # / type)
- Method of reservation (telephone, Internet, walk-ups)
- Number of sites/amenities/activities reserved
- Start date of stay
- Number of nights
- End date of stay
- Amenity/Activity Date
- Cancellation Date
- Transaction or cancellation fee
- Initial reservation fee
- Discount amount
- Other costs
- Total cost
- Amount paid
- Method of payment
- Number in party
- Name of person making transaction
- Names of people in party
- Equipment type
- Vehicle tag number
- Pet information
- Flag confirming that a confirmation letter/information was sent to the customer.
- Date of reservation transaction
- Operator accepting reservation
- Note field

EXHIBIT NO 4

DELAWARE STATE PARKS REQUIRED/REQUESTED CRS REPORTS

1. Park Reports-Operations

- 1.1. Daily Reservation Report
 - 1.1.1. Site – registrations and those due in
 - 1.1.2. Last name – same sorted by name
 - 1.1.3. Ability to sort Daily Reservation Report by site and last name interchangeably
- 1.2. Daily Arrival Report
 - 1.2.1. Names and number in parties
 - 1.2.2. Name, address, phone, comments
 - 1.2.3. To aid in registration
- 1.3. Campers Report
- 1.4. 7-Day Campers Report
- 1.5. Daily Registration Report
 - 1.5.1. Site – those actually in the park
 - 1.5.2. Last name – same sorted by name
 - 1.5.3. Security by site – includes home address, names of others on site, and date due out for ranger patrol
- 1.6. Daily Exit Report (Due Out List)
 - 1.6.1. Sort 1st level by date due out, 2nd level by site, 3rd level by name
- 1.7. Daily Cancellation Report
 - 1.7.1. Lists each registration canceled and identifies staff (Call Center or park employee) responsible for processing the cancellation transaction.
- 1.8. Site Availability Report
 - 1.8.1. Summary of blocks of time (two weeks, month, etc.)
 - 1.8.2. Detail by site by blocks of time (two weeks, month, etc.)
- 1.9. Registration info – by site, site type and by park/campground
 - 1.9.1. Camping card for site post
 - 1.9.2. Receipt
 - 1.9.3. Reprint receipts
- 1.8 Inventory Report
 - 1.8.1 Multiple levels of reporting inventory

2. Park Reports - Revenue

- 2.1. A Numbered Controlled Receipt
 - 2.1.1. Confirmation notification of receipt and reservation to be sent to customer following each transaction or sale
- 2.2. Daily Revenue Report (POS)
 - 2.2.1. Summarizes transactions for each LOGON (user)
 - 2.2.2. Lists sales by revenue type, refunds, cash, credits, upgrades, changes, net income, transaction numbers, voids and no sales
- 2.3. Daily Closeout Report
 - 2.3.1. Lists sales, credits, net sales by revenue code (Report of Receipts)
 - 2.3.2. Tickets by category, ticket type, description, voids, no sales and net income
- 2.4. Weekly/ Selectable Revenue Reports
 - 2.4.1. Summarizes the above by selectable blocks of time by park then by revenue type

2.5. Journal Activity Log

2.5.1 Displays all transactions, who, where, when. Supervisor report

2.6. Error Log

2.6.1. List errors and error codes at park level for failed transactions. May be used to troubleshoot

2.7. Cashier Settlement Reports

2.7.1. End of shift and end of day

2.8. Daily Revenue Reports for reconciliation

2.8.1. Per drawer

2.8.2. Revenue Reports (cancellations, etc.)

2.8.3. All bank deposit information by revenue type, i.e. credit, check and credit card

2.8.4. Identification of payment type – checks, credit card, debit card, etc.

2.9. Exception or Error Reports to identify out-of-balance/discrepancies

2.10. Bad Check and Bad Credit Card Report

2.11. Gift Certificate Reconciliation Reports

2.12. All permits, gift certificates, rain checks, authorizations, discounts and other documents generated by the system and evidencing payment or confirmation must have control reports

2.13. Discount Reports

2.13.1. Discount

2.13.2. Park

2.13.3. Full range of dates

2.13.4. Site type

3. Park Reports - Management

3.1. Activity Report

3.1.1. Attendance figures and revenue by inventory item, park and site type, selectable block of time

3.2. Summary Report

3.2.1. Consolidation of attendance and revenue, selectable block of time

3.3. Attendance Report

3.3.1.1. Number of camper nights

3.3.1.2. Tickets sold

3.3.1.3. Number of registered participants

3.3.1.4. Time period

3.3.1.5. Site

3.3.1.6. Park or location

3.3.1.7. Event or activity

3.4. Types of units/equipment sold

3.4.1. Park

3.4.2. Campground

3.4.3. Time period

3.5. Site statistics

3.5.1. Number of nights sites rented

3.5.2. Number of nights held aside for maintenance/other

3.6. Percent of occupancy/participation/sales

4. Call Center Reports – Operations

4.1. Weather Emergency Reports

- 4.1.1. Reservation contact list
- 4.1.2. Rain check list
- 4.1.3. Summary reports

5. Call Center Reports - Revenue

- 5.1. A Numbered Controlled Receipt
 - 5.1.1. Confirmation notification of receipt and reservation to be sent to customer following each transaction or sale
- 5.2. Daily Revenue Report (POS)
 - 5.2.1. Summarizes transactions for each LOGON (user)
 - 5.2.2. Lists sales, refunds, cash, credits, upgrades, changes, transaction numbers, voids, no sales and net income
- 5.3. Daily Closeout Report
 - 5.3.1. Lists sales, credits, net sales by revenue code (Report of Receipts)
 - 5.3.2. Tickets by category, ticket type, description, voids, no sales and net income
- 5.4. Weekly/ Selectable Revenue Reports
 - 5.4.1. Summarizes the above by selectable blocks of time
- 5.5. Journal Activity Log
 - 5.5.1. Displays all transactions, who, where, when. Supervisor report
- 5.6. Error Log
 - 5.6.1. List errors and error codes at park level for failed transactions. May be used to troubleshoot
- 5.7. Cashier Settlement Reports
 - 5.7.1. End of shift and end of day
- 5.8. Daily Revenue Reports for reconciliation
 - 5.8.1. Per drawer
 - 5.8.2. Revenue Reports (cancellations, etc.)
 - 5.8.3. All bank deposit information by revenue type, i.e. credit, check and credit card
 - 5.8.4. Identification of payment type – checks, credit card, debit card, etc.
- 5.9. Exception or Error Reports to identify out-of-balance/discrepancies
- 5.10. Bad Check and Bad Credit Card Report
- 5.11. Gift Certificate Reconciliation Reports
- 5.12. All permits, gift certificates, rain checks, authorizations, discounts and other documents generated by the system and evidencing payment or confirmation must have control reports
- 5.13. Discount Reports
 - 5.13.1. Discount
 - 5.13.2. Park
 - 5.13.3. Full range of dates
 - 5.13.4. Site type

6. Call Center Reports-Management

- 6.1. Mailing List
- 6.2. Call Center reports
 - 6.2.1. Stats on the number of busy-outs
 - 6.2.2. Length of wait
 - 6.2.3. Average time to make a reservation

7. Accounting Reports-Revenue

7.1. Cashier Settlement Reports

7.1.1. End of shift

7.2. Daily Revenue (cash drawer) Reports for reconciliation

7.2.1. All bank deposit information by revenue type, i.e. credit, check and credit card

7.2.2. Identification of payment type – checks, credit card, debit card, etc.

7.3. Revenue and Remittance Reports

7.3.1. All bank deposit information by revenue type, i.e. credit, check and credit card

7.3.2. Identification of payment type – checks, credit card, debit card, etc.

7.3.3. Cancellation and Refunds- checks, credit card, debit card, etc.

7.4. Exception or Error Reports to identify out-of-balance or other discrepancies

7.5. Bad Check and Bad Credit Card Report

7.6. Gift Certificate Reconciliation Reports

7.6.1. All permits, gift certificates, rain checks, authorizations, discounts and other documents generated by the system and evidencing payment or confirmation must have control reports.

7.7. Discount Report

7.7.1. Discount

7.7.2. Park

7.7.3. Full range of dates

7.7.4. Site type

7.8. All permits, gift certificates, rain checks, authorizations, discounts and other documents generated by the system and evidencing payment or confirmation must have control reports.

7.9. Electronically transmit revenue transmittal (Report of Receipts) to the Accounting Office

8. Administrative Reports-Management

8.1. Mailing list and email list

8.2. Reservations vs. registrations

8.3. Demographic Reports

8.3.1. Selectable blocks of time

8.3.2. Campground selectable

8.3.3. Zip code

8.3.4. Average group size

8.3.5. Average length of stay

8.3.5.1. Park

8.3.5.2. Type

8.3.5.3. Site type

8.4. Call center reports

8.4.1. Venue

8.4.2. Site/amenity/activity

8.4.3. Stats on the number of busy outs

8.4.4. Length of wait

8.4.5. Average time to make a reservation

8.5. Report by campgrounds

8.5.1. Venue

8.5.2. Site/amenity/activity

8.5.3. Revenue

8.5.4. Demographics

8.5.5. Site types

8.6. Reservation/Registration Reports

8.6.1. Sales outlet

8.7. Sales Report

8.7.1. Sales outlet

8.8. Ad hoc reporting

8.9. List of reports

8.9.1. Yearend review

8.10. Transaction Report

8.10.1. Type of payment

8.10.2. Number of reservations/registrations, items or activity sold

8.11. Cash Management Reports

9. General

9.1. Provide reports at the park, region, and program levels

9.2. Marketing Reports

9.2.1. Demographics data

9.2.2. Email lists

9.2.3. Sales volume

9.2.4. Occupancy

10. Data Dump

10.1 Capture all data for the purpose of creating custom reports.

11. System Operation Reports

11.1. Monitor system performance and response time

11.1.1. Internet

11.1.2. Call Center

11.1.3. Walkup

11.2. Test plans for programs

11.2.1. Debugging and quality assurance of all appliances

11.3. Manual processes

11.3.1. Tracking promotions

11.4. Data conversion confirmation and monitoring for accuracy

11.5. Detail report for each customer

11.6. Commission report for vendor payment

12. An Adhoc reporting capability

EXHIBIT NO. 5

**Delaware Department of Technology & Information
Terms and Conditions for Cloud and Offsite Hosting**

No.	Doc.	Item
1	T&C	<p>Ownership of Information The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract.</p>
2	T&C	<p>Privacy of Information Protection of personal privacy must be an integral part of the business activities of the Contractor to ensure that there is no inappropriate use of State of Delaware information at any time. To this end, the Contractor shall comply with the following conditions: Personal information obtained by the Contractor will become and remain property of the State of Delaware. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State of Delaware, except that Contractor may use the information if contractually committed to do so to (i) fulfill the terms of the contract, including, without limitation, those terms governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card Industry Data Security Standards (PCI DSS); and (iii) Contractor's privacy policy as published on its website. The Contractor may not use any personal information collected in connection with the service issued from this proposal for any purpose other than (i) fulfilling the service or providing technical support to the State of Delaware or its end users; (ii) communicate with the State of Delaware's end users who have initiated a request for information from Contractor as part of their services; (iii) in non-personal, aggregated form for internal and external evaluation purposes (e.g. for the analysis of its products and services); (iv) distribute for use by the State of Delaware's contracted third parties and vendors that provide additional products and services that are required to be delivered under this Agreement or as are requested by the State of Delaware or its end users; and (v) use, display, distribute or transmit where the individual has consented to such use.</p>
3	T&C	<p>When requested by the State of Delaware, the Contractor must destroy all requested data in all of its forms, disk, CD / DVD, tape, paper, for examples. Data shall be destroyed according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction must be provided to the State of Delaware, provided however, that the Contractor shall only retain sales transaction data for no more than 4 years for legal and regulatory purposes so long as all personally identifiable information is destroyed upon termination of the contract or at the request of the State of Delaware.</p> <p>NIST Standards shall be followed in the destruction of data as specified herein.</p>
4	T&C	<p>The Contractor shall not store or transfer State of Delaware data outside of the United States or Canada. Canada is the back-up site only. Canada will be kept</p>

		in a Tier 3 or higher secure facility stored using NIST Standards.
5	T&C	The Contractor must inform the State of Delaware of any security breach or detection of any suspicious intrusion that is or has occurred that jeopardizes the State of Delaware data or processes. This notice must be given to the State of Delaware within 24 hours of its discovery. Full disclosure of the assets that might have been jeopardized must be made. In addition, the Contractor must inform the State of Delaware of the actions it is taking or will take to reduce the risk of further loss to the State. If the breach requires public notification, all communication shall be coordinated with the State of Delaware.
6	T&C	The Contractor must encrypt all non-public data in transit to the cloud. In addition, the Contractor will comply with the Payment Card Industry Standards (PCI) and NIST.
7	T&C	The Contractor shall disclose to the State of Delaware a description of their roles and responsibilities related to electronic discovery, litigation holds, discovery searches, and expert testimonies. The provider shall disclose its process for responding to subpoenas, service of process, and other legal requests.
8	T&C	<p>In the event of termination of the contract, the Contractor shall implement an orderly return of State of Delaware assets and the subsequent secure disposal of State of Delaware assets.</p> <p>Suspension of Services: During any period of suspension, the Contractor will not take any action to intentionally erase any State of Delaware Data.</p> <p>Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the Contractor will not take any action to intentionally erase any State of Delaware Data for a period of 90 days after the effective date of the termination. After such 90 day period, the Contractor shall have no obligation to maintain or provide any State of Delaware Data and shall thereafter, unless legally prohibited, delete all State of Delaware Data in its systems or otherwise in its possession or under its control provided that Contractor will maintain a copy of the State of Delaware data for legal, regulatory and archival purposes.</p> <p>Post-Termination Assistance: The State of Delaware shall be entitled to any reasonable post-termination assistance generally made available with respect to the Services at a mutually agreed rate not to exceed industry standards.</p>
9	T&C	<p>The Contractor shall:</p> <ol style="list-style-type: none"> 1. Ensure that State information is protected with reasonable security measures, 2. Promote and maintain among the Contractor's employees and contractor an awareness of the security needs of the State's information, 3. Safeguard the confidentiality, integrity, and availability of State information, 4. Ensure that appropriate security measures are put in place to protect the Contractor's internal systems from intrusions and other attacks, including

		compliance with the State of Delaware's strong password standard (http://dpi.delaware.gov/pdfs/pp/StrongPasswordStandard.pdf).
10	T&C	The Contractor shall not utilize any staff (including sub-contractors) to fulfill the obligations of the contract who has been convicted of a felony or class A misdemeanor.
11	T&C	The Contractor will make the State of Delaware's data and processes available to third parties only with the express written permission of the State.
12	T&C	The Contractor will not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues or (iii) at State of Delaware's written request.
13	T&C	The Contractor shall not replicate Delaware's data in real time to the backup site in Toronto, Canada or any other location outside the United States. Delaware's data may be replicated in real time once the backup site is opened in Los Vegas.
Statement of Work		
1	SOW	The State of Delaware shall allow the Contractor to audit conformance to the contract terms and test for vulnerabilities through a third party who conducts vulnerability testing. After completion of this testing, the Contractor must provide DTI with the executive summary of the annual internal penetration and vulnerability testing.
2	SOW	Three (3) months advance notice must be given to the State of Delaware of any major upgrades or system changes that the Contractor will be performing with exception to a critical security issue.
3	SOW	The Contractor shall disclose its security processes and technical limitations to the State of Delaware such that adequate protection and flexibility can be attained between the State of Delaware's and the Contractor. An example might be virus checking and port sniffing – the State of Delaware and the Contractor must understand each other's roles and responsibilities.
5	SOW	The Contractor shall have robust compartmentalization of job duties, perform background checks, require/enforce non-disclosure agreements, and limit staff knowledge of customer data to that which is absolutely needed to perform job duties.
6	SOW	The Contractor will provide documentation of internal and external security controls, and their compliance level to industry standards.
7	SOW	The State of Delaware and the provider shall identify a collaborative governance structure as part of the design and development of service delivery and service agreements.
8	SOW	The Contractor will be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Contractor. The environment and/or applications must be available on 24 hours per day, 365 days per year basis, except for scheduled maintenance, providing around-the-clock service to

		customers as defined in this RFP.
9	SOW	The web portal hosting site environment shall include redundant power, fire suppression, and 24 hours per day, 365 days per year on-site security. The hosting environment shall include redundant Internet connectivity, redundant firewalls, Virtual Private Network (VPN) services, secured remote access methods, fault tolerant internal network with gigabit Ethernet backbone, clustered central file and database servers, load balanced, application, and web servers, hardware, accelerator, three tier development environment, nightly backups, and 24x365 monitoring of all services and servers.
10	SOW	The Contractor shall identify all of its strategic business partners who will be involved in any application development and/or operations.
11	SOW	The State shall have the right at any time to require that the Contractor remove from interaction with State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.
12	SOW	<p>The Contractor shall ensure the State of Delaware's Recovery Time Objective (RTOs) of four (4) hours for data to be restored to the Disaster Recovery location. Overall RTO for Delaware's CRS system shall be no more than 4 hours in the event of an outage at the Contractor's Production Data Center.</p> <p>To enable failover in the event of a disaster, the State of Delaware agrees to Contractor replicating Delaware data to the Disaster Recovery location in Toronto, Canada until the Los Vegas Disaster Recovery location is operational as set forth in Section 4. Terms and Conditions of this agreement</p> <p>Data transferred to Toronto, will be kept in a Tier 3 or higher secure facility stored using NIST Standards. Data shall be destroyed according to NIST Standards and as specified in T&C #3.</p>
13	SOW	The Contractor shall ensure the State of Delaware's RPO (Recovery Point Objective) for the CRS system is rated as a DR1 which requires at a minimum a daily system backups, offsite storage and recovery site outside a 150 mile radius from the data center.
13	SOW	The Contractor will provide evidence that their Business Continuity Program is certified and mapped to the international BS 259999 standard.
14	SOW	The Contractor shall ensure that State of Delaware production data is not commingled with other cloud service customer data.
15	SOW	<p>SLA/SOW - Return of Customer Data/Unique Post Termination:</p> <p>The Contractor shall make available to the State all Customer Data in a mutually agreed format based on vendor and state platforms including: database, O/S and physical media along with attachments in their native format.</p>

16	SOW	Contractor shall comply with and adhere to all applicable State IT Security Policy and Standards prior to contract signing and agree in totality upon activation of the contract. These policies and standards are available at http://dti.delaware.gov/information/standards-policies.shtml . Any future updates to the above standards that apply to this contract shall be mutually agreed on between both parties and documented via a contract addendum as needed.
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EXHIBIT NO. 6

Ref No.	Material Term	Performance Measure	Standard	Liquidated Damages
Contract No.8	The Contractor will make available through the Finance Manager application and Resource Manager reports necessary for Division to reconcile their bank account.	The Contractor will provide access to credit card batch settlements and a park revenue report for documentation of deposits into the Division owned bank account on an as needed basis.	The Contractor shall provide access for specified Division staff to system reports necessary to reconcile Division's bank account.	\$50 per instance if standard is not met.
Contract No.9	The Contractor shall install and maintain rates and charges information in the system.	The Contractor shall ensure data of all fees established by the Division and available to the public are accurate.	The fees in the system shall be 100% accurate.	\$250 per incident
Exhibit No.2.1a	Contractor shall train Call Center Sales Agents	Contractor shall ensure all Sales Agents are fully trained as representatives of the Division with mandatory tours by call center management staff. Agents will be trained in accordance with Division guidelines as defined in Exhibit No. 2.	Contractor management staff shall visit all state parks within 6 months of execution of the contract or within 6 months of employment. Division shall annually schedule times and dates for employees to remotely monitor real time calls received by operators.	\$1,000 every six months until training is completed. \$50 per incident may be charged for incorrect information given by call center operator that causes a customer complaint.
Exhibit No.2.1.b	The Contractor shall be responsible for training management, fiscal and facility level personnel from the Division and Dept. in the functions of the CRS system.	Contractor shall provide the necessary materials, manuals and hands-on training to process all steps in the completion of a transaction, daily reconciliation, navigate the system and pull complex and multiple reports.	Contractor shall provide daylong on-site training annually at their own expense to State of Delaware Employees at a minimum. New applications for the system shall require additional hands-on training until employees are knowledgeable to operate the system independently and without assistance.	\$7,500 for any on-site training not held in accordance with the standards.
Exhibit No.2.2	Reservation Call Center Hours	Contractor shall ensure that the Call Center operates at the required days and hours as set forth in the Contract.	Contractor shall be operational except for pre-emptive maintenance mutually agreed to by both parties or a Natural Disaster or State of Emergency in Delaware	\$15 for each hour or partial hour that the standard is not met may be assessed monthly.
Exhibit No.2.2g	The Contractor shall be responsible for maintaining the system 24/7 with varying loads of transactions throughout the year.	The Contractor shall provide access to all points of entry (internet, call center, field applications) during the times accessible to customers and staff as set forth in the schedule.	The system shall operate year round at 99.9% uptime with the exception for mutually agreed upon routine maintenance, Delaware's State of Emergency and in case of a natural disaster.	\$100 an hour for outages in excess of the standard, solely attributable to the action or inaction of the Contractor occurring between December 1st and Feb. 28th and \$250 an hour for outages in excess of the standard, solely attributable to the action or inaction of the Contractor, occurring all other times of the year.
Exhibit 5SOW 12SOW 13SOW	The Contractor shall maintain and update the plan for recovery time from a system failure. The plan must be executable and include all procedures and information necessary to fully perform, test and/or restore services at the recovery site. The Division reserves the right to review and approve recovery plans.	The Contractor shall provide a copy of the Attestation of Compliance report within 10 days or receipt from the third party conducting the test (not to exceed 30 days).	For failure to conduct the annual internal penetration and vulnerability test or providing the Attestation of Compliance report or notifying the Division and DTI of the compliance status.	\$500 per day for non-compliance with PCI audit requirements within timeframe approved by DTI and Division.
Exhibit 5SOW	The Contractor shall conduct an annual internal penetration and vulnerability test through a third party as part of the PCI Certification Compliance requirements.	The Contractor shall provide a report of the testing within 10 business days of completion to DTI and the Division. If any issues are encountered during testing the Contractor shall notify the Division and DTI of each individual failure and the remediation plan with 24 hours of the test.	For failure to provide the required annual testing as prescribed and for failure to properly notify the Division and DTI of unsatisfactory testing issues.	\$5,000 per missed test and for failure to notify the Division of unsuccessful tests within the time limits. \$1,000 per day for failure to develop and submit a remediation plan.
Contract No. 20	The Contractor shall notify the Division and DTI within one hour of determination of a disaster occurrence.	The Contractor shall provide notification to the Division and DTI through telephone and e-mail with information including, but not limited to: date/time of the disaster, severity of the issue, cause of the issue, proposed solution to the issue.	For failure to provide the required disaster condition report to Division and DTI.	\$500 per late reporting of failure and \$1,000 per unreported disaster condition.
Exhibit 5SOW 12SOW	The Contractor shall ensure full restoration of the System operation within 7 days should a Disaster occur.	The Contractor shall provide a follow-up notification to the Division and DTI upon the resolution of the Disaster including but, not limited to the following information: date/time of resolution, remedy to the issue, total lost time.	For failure to restore the System to operational capability within 7 days of a Disaster.	After 7 days, \$10,000 per day until restored.

Attach 1	At a minimum, the Help Desk shall provide support during the hours each park campground office is open.	The Contractor shall provide a weekly report between Memorial Day and Labor Day and bimonthly reports all other times of the year documenting support level of services by park, time and date.	Help Desk shall be operating for all hours the campground and park offices are open unless mutually agreed upon.	\$50/ hr each hour not meeting the minimum.
Exhibit No.2.15	The Contractor shall describe the issue resolution and escalation process used by its Help Desk and resolve issues in a timely manner.	The Contractor shall provide a weekly report from Memorial Day to Labor Day and bimonthly all other times of the year documenting the Help Desk calls including but not limited to the following: date/time of the call, category of the issue, severity of the issue, resolution of/resolution plan for the issue, and timeframe.	The Contractor shall provide an issue resolution plan (including actions, schedule, and responsible parties) by the next business day.	\$70/day in excess of the standard.
Exhibit No.2.4	Contractor shall provide system hardware with costs averaged over the life of the Contract to all locations as designated in the contract	Contractor shall ensure hardware components necessary to fully operate the system is installed and functioning soundly.	The hardware shall be inspected by an Active technician at each site where a system is scheduled to operate and conduct routine diagnostic repairs to ensure the system is 100% operational for employees to effectively utilize the system	\$500 a day per location if system is not fully functional by March 30th of each year.
Contract No. 22 I	Contractor must warrant that the software performs for the digital system as specified in the Contract.	The Contractor shall provide a weekly report documenting on a daily basis the following: calls offered, calls answered, calls handled within 30 seconds, call handled within 60 seconds, call handled within 90 seconds, calls handled greater than 90 seconds.	90 % of calls shall be answered within 30 seconds.100% of calls shall be answered within 60 seconds	\$100 per weekly period or part thereof that any of these standards is not met.
Contract No. 22 I	Contractor must warrant that the software performs for the digital system as specified in the Contract.	The Contractor shall provide a weekly report documenting on a daily basis the following: calls offered, calls answered, calls abandoned, average queue time, average wait before abandoned, and longest wait before abandoned.	Less than 5% of all calls offered shall be abandoned after 120 seconds.	\$200 per weekly period or part thereof that standard is not met.
Exhibit No.3	The Contractor shall perform the Data entry for all transactions with a 98% or better accuracy rate, to include Reservations, Cancellations, and Reservation Modifications.	The Contractor shall provide a biweekly report from Memorial Day to Labor Day and monthly all other times of the year of the number of agent Data entry errors affecting the ability of the Customer to use their Reservation based on investigation of Customer complaints and/or discovery during internal quality monitoring effort.	Documented and verified agent errors and omission, misinformation, inappropriate Reservations, and data entry of no more than 2 per 100 Reservations.	\$50 per error in excess of total allowed by the standard.
Exhibit No. 2.6	The System availability; defined here as the end-to-end composite consisting of the network, firewall(s), communication server(s), application server(s), database server(s), and all components necessary for the System to be fully operational; shall be at 99.9% or greater. (Downtime of 9 hours per year).	The Contractor shall provide a monthly report of all System and component outages for review by the Division.	The end-to-end composite System shall have less than 9 hours of downtime per any 12 month period.	\$250/hr in excess of the standard.
Exhibit No. 2.2	The Call Center System components; defined here as all the components necessary for the completion of Reservations and transactions at the Call Center or Delaware's home-based agents; shall be inoperable for no more than 30 minutes per bi-weekly period.	The Contractor shall provide a bi-weekly report of all Call Center System and component outages for review by the Division.	The Call Center composite System shall have less than 30 minutes of downtime per biweekly period.	\$10/minute in excess of the standard.
Contract No.3	The Internet Reservation application and its supporting components; defined here as all the components necessary for the completion of Reservations, ticket sales and transactions via the Internet Reservation application; shall be inoperable for no more than 60 minutes per biweekly period. If the application is unexpectedly out of service, the Contractor shall immediately contact the Division detailing the issue and resolution. If an immediate resolution is not possible, the Contractor will submit a resolution plan to the Division within 24-hours. Scheduled, planned downtime should beat night.	The Contractor shall provide a bi-weekly report of all Internet application and supporting system component outages for review by the Division.	The Internet application and support system components shall have less than 60 minutes of downtime per biweekly period.	\$10/minute in excess of the standard and \$500 per unreported, unexpected down time.
Exhibit No.3	The AWO system, defined here as all the components necessary for the completion of Reservations, Customer Registrations, and performance of Facility operational management functions; shall be inoperable for no more than 60 minutes per bi-weekly period.	The Contractor shall provide a bi-weekly report of all Reservation/Registration/ticketing/management and supporting system component outages for review by the Division.	The AWO reservation/registration/ticketing/management and support system components shall have less than 60 minutes of downtime per biweekly period.	\$2/minute in excess of the standard for each affected Facility.

Exhibit No.2.15	The Contractor shall provide biweekly reports of all Customer complaints to verify service level compliance. These reports shall contain resolutions to complaints and proposed resolutions if the issue could not be immediately rectified.	The Contractor shall provide biweekly reports of all customer complaints that shall include, but limited to the following: Customer name, the type of complaint, the method of reporting (i.e., copies of letters, emails or a completed form), resolution, and proposed resolution.	The biweekly service level report is provided within five (5) business days of the end of the biweekly performance period.	\$100/day for each day the report is late.
Exhibit No.1	The Contractor shall implement the transition plan from a seven (7) month window for reservations to a one (1) year window detailing how it will implement the change for the 2014 season.	The Contractor shall implement the transition plan detailing at a minimum staff training, customer notification, and reservation benefits/impact.	For failure to provide the necessary time to minimize the impact on park visitors.	\$100 per customer complaint leading to a loss of a reservation
Exhibit No.2	The Contractor shall provide full System training for Agency personnel annually at the start of each season.	The Contractor shall provide full System training on an annual basis to Agency personnel in accordance with an approved plan.	For failure to provide a full System training on an annual basis within prescribed time.	\$2500 per week to be prorated until Authorized Users are trained.
Exhibit No.2.5	The Contractor shall deploy annual upgrades to the System no later than January 30 of each year or as agreed upon by the Division. Upgrades shall not occur during the camping season.	The Contractor shall deploy upgrades 2 months prior to the camping season or as agreed upon by the Division.	For failure to deploy upgrades within the prescribed time.	\$4,000 each week until upgrades are delayed.
Contract No.4	The Contractor shall be responsible for cooperating in the transition to a new Contractor in case of revocation, insolvency, termination or change in Contractors. This cooperation shall include, but is not limited to: * Providing full access to all databases, systems, and facilities necessary for the transfer of all data. * Copies of the Reservation application and database, and all necessary technical information necessary for the transition shall be made available within a mutually agreed time or six (6) months prior to the expiration date of the Contract.	The parties agree to an orderly transition of delivery of services in the event of early termination or at the conclusion of the Contract term. All parties shall agree to a coordinated, collaborative and timely execution of these activities, to commence no later than six (6) months before the Contract completion date or at the time of a written notice of termination.	100% compliance	\$500 per day until transition is completed.

EXHIBIT NO. 7

**DELAWARE STATE PARKS CRS
LOCATIONS OF SPECIFIED HARDWARE
AND SOFTWARE REQUIRED**

ALL CAMPING PARKS

- ❖ Computer, report printer, phone line, high speed connectivity to be approved by the Division, receipt printer and cash drawer.

TICKETING OFFICES

- ❖ Fort Delaware State Park - required equipment listed above and BOCA or equal ticket printer

AMENITIES/ACTIVITIES

- ❖ All required equipment listed above with some shared equipment.

EXHIBIT NO. 8

DELAWARE STATE PARK LOCATIONS

CAMPING PARKS

- a. Cape Henlopen State Park, Lewes, Sussex County
- b. Delaware Seashore State Park, Rehoboth Beach, Sussex County
- c. Indian River Marina, Rehoboth Beach, Sussex County
- d. Killens Pond State Park, Felton, Kent County
- e. Lums Pond State Park, Bear, New Castle County
- f. Trap Pond State Park, Laurel, Sussex County

NON-CAMPING PARKS

- g. Alapocas Run State Park, Wilmington, New Castle County
- h. Bellevue State Park, Wilmington, New Castle County
- i. Brandywine Creek State Park, Wilmington, New Castle County
- j. Fenwick Island State Park, Fenwick Island, Sussex County
- k. First State Heritage Park, Dover, Kent County
- l. Fort Delaware State Park, Delaware City, New Castle County
- m. Fort Dupont State Park, Delaware City, New Castle County
- n. Fox Point State Park, Wilmington, New Castle County
- o. Holts Landing State Park, Millville, Sussex County
- p. White Clay Creek State Park, Newark, New Castle County
- q. Wilmington State Parks, Wilmington, New Castle County

EXHIBIT NO. 9

DELAWARE STATE PARKS CRS INTERNET MAPS

As a portion of the Central Reservation System, Delaware State Parks has campground maps in PDF format available to the public on the internet through the Delaware State Park portal. The maps are used as a tool for customers to check location, amenities and availability of campsites when using the Internet-based portion of the CRS.

The Contractor will utilize these internet based maps to function as follows:

- They will be accessible from the Division website or the CRS (Contractor) website.
- The user will be able to access a State of Delaware map displaying park locations for details on each park. If the user would like to go directly to a familiar campground park, they will be able to directly access that park location.
- After displaying park information, the user will be able to access a Delaware map location in order to display detail of the campground (or loop within the campground).
- The campground maps will display campsite locations (with icons and numbers) as well as showers, restrooms, pavilions, and other facilities.
- The user will be able to click on each campsite in order to get a detailed description of amenities on the site.
- It would be beneficial if the user could check availability from this screen either via a link or other means.
- The mapping information may be stored on a Delaware State Parks server or on a CRS vendor server.

Examples of desired functionality of this system:

The reservation, park amenities and activity dates shall be available by accessing internet based maps of the campground. The process from making and completing a reservation from this site shall have minimal steps to complete a transaction.

The system should be easily adaptable to the latest technological advancements to improve customer convenience (i.e. applications for smartphones and tablets).

