

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
STATE PARK RESERVATIONS, POINT OF SALE, TICKETING, REGISTRATION, LICENSING, AND
PROGRAM MANAGEMENT
ISSUED BY DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
CONTRACT NUMBER NAT19001_PARK RESERVATION**

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I. Overview

The State of Delaware Department of Natural Resources and Environmental Control, Division of Parks and Recreation (“DNREC”), seeks professional services to obtain sealed proposals for State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management as stated herein. It is the goal of this Request for Proposal (RFP) to identify Vendor(s) who (i) meet park requirements and the business and legal criteria set forth herein; (ii) are capable of executing a contract within the timeline provided; and (iii) can provide for, operate, manage and support State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management as stated in

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Vendor(s) submitted proposal. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: December 27, 2019
Deadline for Questions	Date: January 22, 2020
Response to Questions Posted by:	Date: February 7, 2020
Deadline for Receipt of Proposals	Date: February 27, 2020 at 1:00 PM (Local Time)
Estimated Notification of Award	Date: April 10, 2020

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, **that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States**. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements. Acceptance of the State’s terms and conditions and excessive exceptions taken by any Vendor shall be included in the scoring tabulation.

MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting **has not** been established for this Request for Proposal.

II. Scope of Services

A. Overview

Vendor(s) shall provide all equipment with exception to providing DNREC on-site hardware (computers, connectivity devices, printers and credit card machines), materials, software, technology, support, and labor to supplement the State of Delaware’s need for **State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management** as described herein. The contract will require the Vendor(s) to cooperate with DNREC to ensure the State receives the most current state-of-the-art material and/or services.

B. Background

DNREC currently contracts for a central reservation system, which includes campground/site reservations, point of sale (“POS”) and retail functions, ticketing, licensing/permitting, and call center operations. DNREC will continue to issue payments and contract with the current vendor through expiration of the current contract. It is possible that the contract may be extended pending award of this RFP. DNREC is interested in providing these services through a new long term contract.

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Additionally, DNREC is interested in the addition of programming reservations/tracking, youth camper reservations/tracking, event venue reservations, POS store-front, distribution, marina management software, robust reporting options, and parking management. Some of these may be value added options by the Vendor and are not mandatory under the terms of this RFP; however, special consideration may be given to a Vendor that can provide maximum services.

C. Statement of Needs

Vendors shall furnish all equipment, materials, software, technology, support, and labor necessary to operate State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management per the terms and conditions as described herein. DNREC is interested in procuring services with an emphasis on excellent customer service, operations/management knowledge and capabilities in providing park reservations, point of sale, ticketing, registration, licensing, and program management in accordance with the specifications listed herein.

D. Detailed Requirements

The technical requirements of this RFP are stated in Appendix B. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix C. All required Attachments and Forms must be completed, including the Detailed Requirements Evaluation.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

The proposal response should contain at a minimum the following information:

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish DNREC with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities required herein.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to DNREC prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, item 8, subsection g (insurance).
5. Brief history of the organization, including accreditation status, if applicable.

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6. Vendor's experience providing similar services. Include references on Attachment 6.
 - a. Include how the State of Delaware will be prioritized to provide superb service with other Vendor client responsibilities and contractual obligations.
7. For multi-partner solutions, a Joint Venture or Business Association Agreement clearly describing the responsibilities of the partners, if applicable.
8. Detailed description of any sub-contracted activity and Vendors being utilized for services under this Contract.
9. Describe the methodology/approach used for State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management included in proposal to DNREC. Include the following:
 - a. Plan of Actions and Milestones for **implementation (Full Phase Approach - actions and milestones reflecting the entirety of the implementation project)**.
 - b. Well-defined **ACTION PLAN** that will describe the Vendor's organization and method for providing State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management as specified herein
 - c. Approach to launching and managing system and programs
 - i. Describe software/system update schedules and implementations
 - d. Business plan, customer billing and payment processes; PCI and tokenization processes with customer data security
 - e. Disaster Recovery Plan
 - f. Customer service plan for external customers
 - g. Customer service plan for DNREC and Agents (telephone support, embedded Vendor liaison, text, chat, etc.)
 - i. Describe the qualifications and experience of the persons to be assigned to the project. Availability of project team. Number of technicians to meet the State of Delaware needs for scheduled and emergency services (note: peak operations for Delaware State Parks occur on weekends and Vendor(s) must provide services and support) and all other customer services. Ability to meet response timelines.
 - h. Advertising and marketing plans
 - i. Employee and external Sales Agent training procedures (webinar, web support and on-site)
 - j. Conflict resolution processes

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k. Industry analysis (detail the market in which you are competing, how large it is and what trends are affecting it) and customer analysis (what customers you are targeting) for your proposed solution.

10. Vendor shall submit a separately identified ACA Safe Harbor Additional Fee on Appendix C. Additionally, Vendor's proposal shall provide **HOW** the ACA Safe Harbor Fee is charged (i.e. by frequency, including by invoice, by hour, by employee, etc.), **AND** Vendor shall provide a Lifecycle Cost Analysis showing cost to the State for the first term of the contract and further show any potential contract extension cost impacts.

11. Vendor Emergency Contact Data as required in this Proposal

Note: Vendors offering a technology solution understand that acceptance of the technology is not guaranteed and additional terms and conditions may be required by DNREC prior to acceptance of technology solution offered.

B. Cover Letter

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with DNREC.

C. Table of Contents

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

D. Description of Services and Qualifications

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

If the Vendor does not have the ability to provide a service/capability specified in the RFP, their proposal may include outsourced service/capability through a subcontractor(s). The Vendor is responsible for all aspects of subcontractors performance and cost. DNREC reserves the right to require additional information about the subcontractor such as but not limited to experience, personnel, and financial strength during the bid evaluation process or during performance of the contract.

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

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2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**State of Delaware/DNREC
Division of Parks and Recreation/ Attn: Rebecca Lovin
89 Kings Highway
Dover, DE 19901
Email: Rebecca.Lovin@delaware.gov**

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

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8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - i. Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **eight (8)** paper copies and **two (2)** electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

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All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time)** on **Thursday, February 27, 2020**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware/DNREC
Division of Parks and Recreation/Office of Business Services
89 Kings Highway
Dover, DE 19901**

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. NAT19001_PARK RESERVATION” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery and any costs for returned proposals. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor’s conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the first term of the contract. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

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7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

DNREC will conduct a review of proposals and complete a public log of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq.](#) ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any

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person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors shall be advised that as a publicly bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any

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way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any subcontractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

14. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

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15. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **Wednesday, January 22, 2020**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **Friday, February 7, 2020**. Vendor names will be removed from questions in the responses released. **Questions should be submitted in the following format. Deviations from this format will not be accepted.**

- **Section number**
- **Paragraph number**
- **Page number**
- **Text of passage being questioned**

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

16. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

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This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors DNREC makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

DNREC's current contract expires November 30, 2020 and may be extended to accommodate the bid/award process of this RFP. It is estimated that the awarded vendor(s) will have contracts initiate on or before May 8, 2020 to allow for development of new system/services and preparation of system launch. Vendor(s) will be required to provide full public access to the system/services no later than December 1, 2020.

20. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

21. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

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22. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

23. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

24. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

25. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

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26. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence.**

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the DNREC Secretary, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.

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- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:
 - Vendor(s) ability to meet all requirements provided in this RFP, one or more service requirements or included as a value added option, or in the best interest of the State.

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

EVALUATION CRITERIA		
		POINTS
1.	Background and experience (e.g. similar ventures), company history, qualifications and experience of the employees and the organization in State Park or National Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management.	40
2.	Financial stability/resources, past performance, financials, and references.	20
3.	Vendor's action plan (methodology and/or approach) for operating and managing State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management. Includes implementation, content management system including dashboard functions, daily functionality, required reporting, and project team availability for both implementation and daily operations. Ease of use of system for both customers and Division/Agents. Ability to adhere to business rules, fast and flexible promotional processes, photo uploads, rule changes, fee changes, etc. Customer billing and payment processes; PCI and tokenization processes with customer data security; Disaster Recovery Plan	60
4.	Ability to provide and operate a high volume Call Center adhering to business rule standards and performance measures	40
5.	Quality and ability of POS (robust structure that is leading the industry in technology and options; ability to add and archive products as needed; bar code printing and inventory management scan technology; inventory reporting to include ad hoc, inventory valuation, sales reports, etc.)	50
6.	Quality and options for Customer support (call center, chat, online, text)	20
7.	Quality and options for Division and Agent support (call, online, chat, text, <i>embedded liaison</i> ; daily and scheduled maintenance of system)	40
8.	Ability and process to print passes and permits on-demand	25
9.	Training plan and options for call center staff, Division staff, Agents (plan should include webinar, online training modules, written	25

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	manuals for Subject Matter Expert Users and daily staff and Agent users, and in person training as needed/required to meet operational demands)	
10.	Marketing Plan and options to best market Delaware State Parks Camping and Retail Operations	10
11.	Ability to provide and quality of any Value Added Options: online retail store, online order fulfillment, parking system/ meters/park entrance management, camp registration and tracking/reporting, event registration and tracking/reporting, marina management system, and program registration and tracking/reporting.	20
12.	The value of Vendor's proposal to Delaware Parks (e.g. fees and charges for products and services offered; includes any annual and start-up fees).	60
13.	Ability to provide all services requested (via the Vendor or through partner subcontractors)	20
14.	Extent to which the offeror agrees to the State's terms, conditions, and specifications without taking exception. Thoroughness and completeness of the proposal relative to the requirements.	10
15.	ACA Safe Harbor Additional Fee*	10
	TOTAL SCORE	450

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

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The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. As a Service Subscription

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

4. General Information

- a. The term of the contract between the successful bidder and the State shall be for **five (5) years** with **two (2) optional extensions for a period of three (3) years for each extension.**
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in

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accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.

- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
- h. Vendors are not restricted from offering lower pricing at any time during the contract term.

5. Collusion or Fraud

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

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

6. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors 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 RFP or the award of a contract resulting from

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this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon 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 RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

7. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

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

8. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement 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.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

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b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

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d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

e. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**State of Delaware/DNREC
Division of Parks and Recreation/Office of Business Services
NAT19001_PARK RESERVATION
89 Kings Highway
Dover, DE 19901**

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, 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 vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

Vendor 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 of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim,

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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 vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor 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 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.

g. Insurance

1. Vendor 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 vendor'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 vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. As a part of the contract requirements, the vendor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All vendors must carry the following coverage:
 - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - iii. Miscellaneous Errors and Omissions

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\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

- iv. Product Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate
- v. Cyber Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate

Cyber Liability shall include the following: Liability for security or privacy breaches, including loss or unauthorized access to DNREC data, whether by Vendor or any of Subcontractor or cloud service provider used by Vendor.

Costs associated with a privacy breach, including consumer notification, customer support/crisis management, and costs of providing credit monitoring services; expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; costs of restoring, updating or replacing DNREC data; and privacy liability losses connected to network security, privacy, and media liability.

- b. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 - i. \$1,000,000 combined single limit each accident, for bodily injury;
 - ii. \$250,000 for property damage to others;
 - iii. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - iv. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
 - v. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.
4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to DNREC contact prior to any work being completed by the awarded vendor(s).
5. **The State of Delaware shall not be named as an additional insured.**
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

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7. Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.
8. To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

h. Performance Requirements

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

i. Bid Bond

There is no Bid Bond Requirement.

j. Performance Bond

Vendors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section [6927](#), to the State of Delaware for the benefit of DNREC with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using Attachment 10 in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

k. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

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I. Warranty

The Vendor shall warrant each deliverable negotiated for the life of the contract. During the warranty period, the Vendor shall be responsible for correcting any defects causing any portion of the system to be inoperable or any defects resulting in inaccurate results produced by the system or the system performing contrary to contract requirements or design documentation, when the system is used in accordance with the product documentation provided by the Vendor and without extraordinary actions on the part of DNREC or its users. Such defects shall be localized and reproducible upon demand and, if found to be contained in the system delivered by the Vendor, shall be corrected to the satisfaction of DNREC at no additional cost to DNREC.

The Vendor shall warrant that the functions contained in the software platform and any modifications shall meet documented mutually agreed upon requirements and that they provide uninterrupted service during the term of the contract.

The Vendor warrants that the services and modifications shall be performed by qualified personnel consistent with industry standards. It shall use industry best practices to fulfill its obligations and any deliverables shall operate within the performance standards set forth in the Requirements.

The Vendor warrants that, unless authorized in writing by DNREC, the service provided contains no hidden files, viruses, or illicit code that could capture, alter, or erase data without the control of a human operating the computing equipment on which it resides. The Vendor further warrants that no other entity except DNREC personnel and the Vendor shall have access to DNREC owned data for the purpose of developing and testing this service.

m. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

n. Non-Performance

1. Vendor shall be responsible for the performance of any contractual obligations that may result from an award based on this solicitation and shall not be relieved due to non-performance of any or all Subcontractor(s). By submitting a proposal, the Vendor commits to providing the goods and services required in this solicitation. The successful Vendor will be required to abide by DNREC policies, procedures, standards and guidelines relevant to the execution of this contract.

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2. DNREC will measure and evaluate the Vendor and/or Subcontractor's performance under the contract. If the Vendor or Subcontractor(s) fails to meet their responsibilities as outlined in the contract, DNREC may avail itself of remedies.
3. In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item titled as "TERMINATION OF INDIVIDUAL PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.
4. DNREC shall apply liquidated damages provisions for non-performance of contract terms and conditions or failure to adhere to performance standards as determined through key performance indicators and contract performance reporting. Liquidated damages are included in Appendix F of this RFP. DNREC reserves the right to apply liquidated damages from Vendor invoicing after notifying the Vendor in writing of applicable performance deficiencies.
5. Vendor shall ensure accuracy for all services, applications and solutions included herein. In the event of a Vendor and/or their system error, the Vendor shall be responsible for reimbursement to DNREC, third party agents and its customers. This shall be in addition to any applicable liquidated damages.

o. Force Majeure

Neither the vendor nor DNREC 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.

p. Deliverable Schedule and Liquidated Damages

1. This contract has been established to provide services to DNREC and to customers who wish to purchase products and services from Delaware State Parks. The State of Delaware requires timely responsiveness to deliverables. The Vendor's failure to comply with various provisions of the contract that cause untimely delays and/or significant inconveniences to customers as well as to DNREC or if the Vendor fails to comply with the provisions of this contract specified herein, the Vendor shall be liable to DNREC, not as a penalty, but as liquidated damages included herein. The Vendor shall report and deduct (credit the invoice) liquidated damages on a monthly basis as applicable. In the event that the Vendor does not report and deduct (credit the invoice) damages, DNREC shall deduct liquidated damages from any monies due the Vendor.

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2. This system of damages is not intended to be in lieu of the Vendor performing according to the Contract provisions. Multiple violations may be grounds for actions by DNREC up to and including immediate termination of the contract. Also, extreme violations shall be cause for DNREC to terminate the contract immediately. DNREC reserves the right to waive penalties.
3. Providing products or materials which do not meet all specification requirements does not constitute delivery. Delivery does not occur until the Vendor delivers products or materials in full compliance with the specifications, unless delivery is specifically accepted, in whole or in part, by DNREC. DNREC reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. In the event that the awarded Vendor cannot provide services/materials meeting specification and/or contract requirements, DNREC also reserves the right to acquire services and/or software from an alternate Vendor and the awarded Vendor of this contract shall be billed for that service. Under no circumstances shall DNREC bill Vendor for more than the service cost.

q. Dispute Resolution

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, DNREC elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. DNREC reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

r. Remedies

Except as otherwise provided in this solicitation, including but not limited to Section 8.o above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

s. Termination of Contract

The contract resulting from this RFP may be terminated as follows by DNREC.

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1. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

3. Termination for Non-Appropriations

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 agreement 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. This is not a termination for convenience and will not be converted to such.

t. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall

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comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

u. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor 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, brokerage or contingent fee.

v. Vendor Activity

Vendor shall ensure timely responsiveness to inquiries and the ability to have a physical presence in Delaware. Division requirements such as system support, face to face meetings, training, and/or other relevant activity determined by the Division shall apply. Vendor's subcontractors shall also adhere to this Activity guideline.

w. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of DNREC.

x. Schedule for Performance of Work

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work or provide work product/services in a reasonable amount of time, they will be notified that if they fail to begin the work or provide work product/services immediately, the contract may be terminated and/or the State may forthwith proceed to collect for nonperformance of work. Liquidated Damages, Loss or Revenue and other billable Damages may apply.

y. Subcontracts

1. Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 6) and agreed to in writing by the State or as are specifically authorized in writing by DNREC during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

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2. The vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

z. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

aa. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

bb. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. DNREC's decision to allow or deny access to any individual identified on a registry database is final and at DNREC's sole discretion.

By DNREC request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

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Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to DNREC's contract.

cc. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

dd. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. 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, Vendor'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 vendor.

ee. Applicable Law

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

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. The laws of the State of Delaware;
2. The applicable portion of the Federal Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. That programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

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The selected vendor 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, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

ff. Agency's Responsibilities

DNREC shall:

1. Give prompt written notice to the Vendor whenever DNREC observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.
2. When DNREC first experiences a relatively minor problem or difficulty with a Vendor, DNREC will contact the Vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise/services received. DNREC should stress to Vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
3. DNREC has several remedies available to resolve non-performance issues with the Vendor. DNREC should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, DNREC should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, DNREC cannot expect the Vendor to perform outside the agreement. If the issue is a part of the contract, DNREC must then contact the Vendor, discuss the reasons surrounding the default and establish a date when the Vendor will resolve the non-performance issue. DNREC reserves the right to determine reasonable promptness and dates.
4. DNREC reserves the right to apply Liquidated Damages, Loss or Revenue and other billable Damages off of Vendor invoice payment for failure to meet terms and conditions of the contract.

gg. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

hh. Dispute Resolution

1. At the option of, and in the manner prescribed by DNREC, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly

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by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, DNREC elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by DNREC, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of DNREC, for final and binding arbitration. DNREC reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

ii. Suspension.

1. Delaware may suspend performance by Vendor under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Vendor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Agreement after the effective date of suspension. Vendor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.
2. In the event Delaware suspends performance by Vendor for any cause other than the error or omission of the Vendor, for an aggregate period in excess of 30 days, Vendor shall be entitled to an equitable adjustment of the compensation payable to Vendor under this Agreement to reimburse Vendor for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

jj. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or

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reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

kk. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

ll. Changes

1. DNREC may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of DNREC. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.
2. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

mm. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

nn. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent 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

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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.

oo. IRS 1075 Publication (If Applicable)

Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to DNREC and, upon request, to the IRS reviewing office.

DNREC will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon

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conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to DNREC records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands DNREC's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the DNREC's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

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Inspection

The IRS and DNREC, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

pp. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**State of Delaware/DNREC
Division of Parks and Recreation/Office of Business Services
NAT19001_PARK RESERVATION
89 Kings Highway
Dover, DE 19901**

qq. Other General Conditions

1. **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.
2. **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.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to 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.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.

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7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the DNREC. This includes changes of business status such as “Inc.” to “LLC.” or “dba”.
8. **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.
9. **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **W-9** - The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.
12. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **NAT19001_PARK RESERVATION** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
13. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
14. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political

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subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Media

At no time shall the awarded Vendor(s) post or advertise negative or controversial information that could be damaging to DNREC or the State of Delaware.

3. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

4. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

VII. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – Performance Bond
- Attachment 11 – Bid Bond (*Waived*)
- Attachment 12 – Company and Capability Form
- Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS
- Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS
- Appendix C - PRICING AND DETAILED REQUIREMENTS EVALUATION
- Appendix D - DETAILED DESCRIPTION OF CURRENT OPERATIONS - (Includes Business Rules, Current Fees and Charges and Campground Maps)
- Appendix E - DELAWARE STATE PARKS CURRENT CONTRACT AND BUSINESS DATA
- Appendix F - KEY PERFORMANCE MEASURES AND LIQUIDATED DAMAGES
- Appendix G - FINANCIAL INTERFACE AND INFORMATION
- Appendix H - SUPPLEMENTAL INFORMATION ABOUT DELAWARE STATE PARKS SYSTEM

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- Appendix I - DTI TERMS AND CONDITIONS AND AGREEMENT AND PCI ATTESTATION OF COMPLIANCE CERTIFICATE
- Appendix J - REPORTING

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

Vendor shall work with the Division to create a report that provides accurate contract usage data. For standard State of Delaware contracts, a complete and accurate Usage Report (Attachment 8) shall be furnished in an Excel format (unless otherwise agreed to in writing by the Division) and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to Parks_OBS@delaware.gov, with a copy going to contract management staff identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31), **contain accurate descriptions of the products, reservations, goods or services procured/sold/provided, quantities procured and prices paid (key performance indicators are also required), and any training accomplished.** Reports are required monthly, including those with “no spend”. The Division is open to being sent “Dashboard Reports” and other Vendor software reporting in an Excel format to show contract performance and billables. Vendor shall have Division approval in writing for any reports that will be approved for mandatory reporting. If Vendor has reporting to provide as samples, please include in Vendor(s) proposal.

Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

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Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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NO PROPOSAL REPLY FORM

Contract No.: **NAT19001_PARK RESERVATION**

Contract Title: **State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

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Attachment 2

CONTRACT NO.: NAT19001_PARK RESERVATION

TITLE: State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management

DEADLINE TO RESPOND: Thursday, February 27, 2020 at 1:00 PM (local time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources, Division of Parks and Recreation.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources, Division of Parks and Recreation.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
 (COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
 YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 5

Contract No.: **NAT19001_PARK RESERVATION**

Contract Title: **State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management**

BUSINESS REFERENCES FORM

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list the contract(s).

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. NAT19001_PARK RESERVATION	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required			Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@delaware.gov



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:

<https://gss.omb.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:

OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:

<http://directory.osd.gss.omb.delaware.gov/self-registration.shtml>

New Address for OSD:

Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://gss.omb.delaware.gov/osd/>

Dover address for the Division of Small Business

Local applicants may drop off applications here:

Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

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Attachment 10

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") (***Department of Natural Resources and Environmental Control, Division of Parks and Recreation***), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

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IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Witness

Name

Title

Date

Company Name

Company Address

SURETY

Witness

Name

Title

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Attachment 11

Bid Bond

BID BOND HAS BEEN WAIVED

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Attachment 12

Contract No.: **NAT19001_PARK RESERVATION**

Contract Title: State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management

COMPANY PROFILE & CAPABILITIES FORM

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	
	Describe your background and experience (e.g. similar ventures), company history, qualifications and experience of the employees and the organization in State Park or National Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management. Include the company's resources that qualify it to develop, implement, operate, manage, scale and create new solutions for best-in-class customer service for State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program & Event Management.

2.	
	Describe how your staff/employees will be structured to support DNREC and how they will operate in providing State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management; provide an organizational chart that includes president through client manager through service manager, through development, etc. Describe how each entity operates and interacts with each other; provide anticipated timelines associated with each group's standard functions.

3.	
	Describe your Business Plan and Action Plan (methodology and/or approach) for operating and managing State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management. Include implementation plan (<u>Full Phased Approach which includes, but is not limited to timeline, activities, development, implementation and first year of operations</u>), content management system functions, daily functionality, and project team availability for both implementation and daily operations. Describe ease of use of system for both customers and DNREC /Agents. Include how you will adhere to business rules, fast and flexible promotional processes, photo uploads, rule changes, fee changes, etc. Describe how your system operates off-line for a period of time (loss of connectivity) with seamless synchronization/refreshment of system when connectivity is restored. Describe how customizable dashboards for various levels of management will be comprehensive and available on demand.

4.	
	Describe your Call Center functionality. Include how you provide and operate a high volume Call Center adhering to business rule standards and performance measures. Include number of personnel that will be assigned to DNREC and if any of those personnel will

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	<p>be utilized for other Vendor clients. Include how you will 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. Describe the process of how the system will be sized in order to meet these performance levels, including start-up. Describe the System's capability to 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. Describe how customizable dashboards for various levels of management will be comprehensive and available on demand.</p>
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5.	<p>Describe the quality and ability of the POS. Include how POS is competitive with leading industry capabilities; include options such as ease of use, ability to archive and add/archive products as needed, bar code printing and inventory management scan technology; include full description of inventory management functions to include, but not limited to inventory valuation, sales reports, ad hoc reporting, etc. Describe how customizable dashboards for various levels of management will be comprehensive and available on demand.</p>
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6.	<p>Describe Customer (Park Patrons) support options and processes to include, but not limited to: call center, chat, text, electronic "robo-calls", and online.</p>
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7.	<p>Describe DNREC and Agent support options and processes to include, but not limited to: call center, online, chat, text, embedded liaison; daily and scheduled maintenance of system; Describe the qualifications and experience of the persons to be assigned to the project. Availability of project team. Number of technicians to meet the State of Delaware needs for scheduled and emergency services (note: peak operations for Delaware State Parks occur on weekends and Vendor(s) must provide services and support) and all other customer services. Ability to meet response timelines.</p>
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8.	<p>Describe ability and process to print passes and permits on-demand to the specifications stipulated in this RFP.</p>
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9.	<p>Describe training plan and options for call center staff, DNREC staff and Agents. Plan to include, but not limited to: webinar, online training modules, written manuals for Subject Matter Expert Users and daily staff and Agent users, and in person training as needed/required to meet operational demands.</p>
----	---

10.	<p>Describe marketing plan and options to best market Delaware State Parks Camping and Retail Operations. This shall include cross promotion of retail products and services.</p>
-----	---

11.	<p>Describe your systems ability (for all REQUIRED services) to include information such as but not limited to campsites and destinations either in the same campground or other Delaware State Park reservable sites and Delaware State Parks near an activity or event; the system's ability to do searches and/or queries for dates, activities, tickets and attractions, such as hiking, fishing, hunting, boating, shopping, etc. This information will be</p>
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	as comprehensive as possible in order to answer customer questions and encourage quick customer decisions and provide information for nearby options of amenities and activities; how is your system able to track and report instances where the customer's first choice cannot be filled.
--	---

12.	
	Describe ability to provide (and quality thereof) any Value Added Options: online retail store (and fulfillment), online passes/permits (fulfillment) , parking system/meters/park entrance management, youth camp registration and tracking/reporting, event registration and tracking/reporting, marina management system, and program registration and tracking/reporting.

13.	
	Describe software/system update schedules and implementations, to include updating the software system as well as version releases (both major and minor).

14.	
	Describe customer billing process, how security is managed (PCI compliance/tokenization/credit card systems and security) and payment processes/options for all functions included in proposal. <i>Note – additional PCI security questions will be asked below.</i>

15.	
	Describe standard conflict resolution process.

16.	
	Provide industry analysis (detail the market in which you are competing, how large it is and what trends are affecting it) and customer analysis (what customers you are targeting) for your proposed solution. DNREC would like to see Vendor's specific experience and analysis for Delaware (Mid-Atlantic customer base).

17.	
	Describe any awards or recognition in last three years.

18.	
	Describe any reliance on 3rd party relationships to deliver services or products.

19.	
	Describe and explain any business activities that have resulted in your re-naming, re-branding, change of ownership or change of tax filing status in the past five (5) years. Include any planned changes in ownership over the next three (3) years.

20.	
	Describe Vendor's employee training and certification processes and requirements.

21.	
	Has Vendor ever filed bankruptcy? If so, provide details.

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22.	<p>a) List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the past five (5) years and identify any awarded contracts or sales agreements your company has terminated as a result of litigation or dispute. For any applicable occurrence, list the company's name and the term of the Contract. For occurrences resulting in Contract termination, provide an explanation as to why the Contract was terminated.</p> <p>b) List any liquidated damages applied relating to service failures described herein with which your company has been involved within the past three (3) years. Provide an explanation as to how this challenged your business and/or how it improved your service offerings.</p>
23.	Describe any violations by any state and/or federal regulatory agencies. Describe the impact this had on your business platform.
24.	Describe the company's capital investment and research and development program which are likely to provide future improvements to service delivery under this proposal.
25.	Describe your Disaster Recovery Plan and Functions.
26.	Describe your deficiencies for all REQUIRED specifications of this RFP and how they can be developed, alternate solutions would be provided or if functions would not be available.
27.	Does your solution/product securely capture and transmit payment card information?
28.	Does your product/solution store payment card information in our systems (for example, those in my store/shop locations, with my web application, or with our e-commerce website). If so, how does that product/solution protect the data?
29.	Does your product/solution protect payment card data during transmission with strong encryption?
30.	Is your solution/product required to be integrated with our other systems – for example, with our payment terminals, accounts receivable, or other systems that contain cardholder data?

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31.	
	Will you be installing a payment application or system in our environment? If so, are you a PCI Qualified Integrator or Reseller (QIR)? If you do not install the payment application or system, is DNREC expected to install it?
32.	
	Regardless of whether you are a QIR, if you are installing a payment application or system, do you support DNREC during installation and ensure installation is done securely? Do you provide an implantation guide to help DNREC set up the application securely?
33.	
	Do you provide support during installation or set-up of the product/solution to help DNREC change vendor-supplied default passwords?
34.	
	To understand patches (software security “fixes”) and updates for the product/solution: <ul style="list-style-type: none"> • What support and guidance do you provide to DNREC during the patching/updating process? • Is DNREC expected to obtain and install those patches/updates? • How do you notify DNREC when patches/updates are available or have been automatically applied? • For hosted e-commerce websites, web application, or payment applications, do you take responsibility for patching/updating the solution you provide to DNREC?
35.	
	Do you require remote access into our payment application or system to support the vendor product or solution? <ul style="list-style-type: none"> • Do you require remote access to be always active? • What steps do you take to secure remote access? • Do you use the same or a different password for each of your customers?
36.	
	Is the solution/product run from systems owned and maintained (hosted) by your company? Are you a service provider? <ul style="list-style-type: none"> • Is the solution/product environment PCI DSS Compliant? • Does your PCI DSS assessment cover the specific services the service provider is offering DNREC?
37.	
	Are you prepared to engage in a contract with DNREC and maintain PCI DSS compliance for your service (or become PCI DSS validated)?

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38.	
	<p>If there is a data breach and your product/solution is involved:</p> <ul style="list-style-type: none">• What monitoring for data breaches and suspicious activities do you provide?• How and when do you notify DNREC if there is a breach?• If DNREC experiences fines/penalties, do you offer support/protection?
39.	
	<p>Do you assist with notification of DNREC customers in the event of a data breach when your product/solution is the cause?</p> <ul style="list-style-type: none">• To what degree do you assist with notification?<ul style="list-style-type: none">○ Do you cover cost?○ Send the notifications?○ Provide credit monitoring for the customers impacted?

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Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

MINIMUM MANDATORY SUBMISSION REQUIREMENTS CHECKLIST
{MUST BE COMPLETED AND RETURNED WITH BID PACKAGE}

Item No.	Description	Included?? (check yes or no)
1.	Brief Vendor Cover Letter including Vendor's experience, if any, providing similar services. The letter shall be signed by a representative who has the legal capacity to enter.	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.	Table of Contents clearly identifying the structure of the proposal and showing page numbers for each of the required components.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.	Eight (8) paper copies of the Vendor's proposal, One (1) copy shall be marked "Master Copy" and will contain original signatures in ALL locations. <u>This includes all Appendix C Tabs printed and all Forms required in the RFP.</u> Brochures are also required. DO NOT PUT SUBMISSION DOCUMENTS INTO SHEET PROTECTORS. The Appendix C – Pricing Spreadsheet is available at the following website: www.bids.delaware.gov Vendor MUST provide copies of all pricing spreadsheet tabs.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	Two (2) electronic copies of the complete Vendor's bid package (submitted on USB flash drive). This means two (2) separate USB's must be submitted. If the paper copy of the proposal includes a printed catalog or brochure, an electronic version of the catalog or brochure must be included on the CD's. (If catalogs are not available in electronic version, then two (2) additional copies of the paper catalog must be provided). All copies must have completed Appendix C in <u>active EXCEL format</u>, Vendor's Proposal and Forms required in this proposal. Include Vendor brochures in pdf. Format on each USB. VERIFY ALL USB's WORK CORRECTLY FROM SEVERAL SOURCES PRIOR TO SUBMISSION. All documents in Vendor's proposal USB, excluding Appendix C EXCEL version , should be scanned and saved as one PDF file. Please avoid saving individual pdf. pages of your proposal.	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.	(Attachment 2) One (1) complete signed and notarized copy of the Non-Collusion agreement MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.	Yes <input type="checkbox"/> No <input type="checkbox"/>
6.	(Attachment 3) One (1) completed RFP Exception form – please check box if no information. Form must be included. NOTE: NON-CONFORMING EXCEPTIONS TAKEN IN THE VENDORS PROPOSAL WITHOUT USING THE EXCEPTION FORM SHALL NOT BE CONSIDERED.	Yes <input type="checkbox"/> No <input type="checkbox"/>
7.	(Attachment 4) One (1) completed Company Profile (including Emergency Contacts) and Capabilities form.	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.	(Attachment 5) One (1) completed Confidential and Proprietary form – please check box if no information provided will be considered confidential or proprietary. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>

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9.	(Attachment 6) One (1) completed Business Reference form – please provide references other than State of Delaware contacts. Form must be included.	Yes <input type="checkbox"/> No <input type="checkbox"/>
10.	(Attachment 7) One (1) complete and signed copy of the Subcontractor Information Form for each subcontractor – only provide if applicable. Click on N/A if not using subcontractor. For multi-partner solutions, a Joint Venture or Business Association Agreement must also be submitted.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
11.	(Attachment 10) One (1) complete OSD application (<i>see link on Attachment 10</i>) – only provide if applicable.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
12.	(Attachment 12) One (1) completed copy of this checklist filled out by the Vendor.	Yes <input type="checkbox"/> No <input type="checkbox"/>
13.	One (1) copy of Financial Statements (balance sheets and income statements) for the past three (3) years .	Yes <input type="checkbox"/> <input type="checkbox"/>
14.	One (1) certificate of insurance. Please ensure you have the correct insurance levels as specified in this RFP. DO NOT LIST THE STATE OF DELAWARE AS AN ADDITIONAL INSURED.	Yes <input type="checkbox"/> No <input type="checkbox"/>
15.	Vendor’s Background and Experience Response	Yes <input type="checkbox"/> No <input type="checkbox"/>
16.	Vendor’s Action Plan Response	Yes <input type="checkbox"/> No <input type="checkbox"/>
17.	Vendor’s Call Center Response	Yes <input type="checkbox"/> No <input type="checkbox"/>
18.	Vendor’s POS Response	Yes <input type="checkbox"/> No <input type="checkbox"/>
19.	Vendor’s Support Response (customer and DNREC /Agent)	Yes <input type="checkbox"/> No <input type="checkbox"/>
20.	Vendor’s On Demand Printing Response	Yes <input type="checkbox"/> No <input type="checkbox"/>
21.	Vendor’s Training Plan and Options Response	Yes <input type="checkbox"/> No <input type="checkbox"/>

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22.	Vendor's Marketing Plan and Options Response	Yes <input type="checkbox"/>	<input type="checkbox"/>
		No <input type="checkbox"/>	<input type="checkbox"/>
23.	Vendor's Value Added Options Response	Yes <input type="checkbox"/>	<input type="checkbox"/>
		No <input type="checkbox"/>	<input type="checkbox"/>
24.	Vendor's Fee Package – Note: all fee's billed by Vendor to DNREC shall be included in their submitted Appendix C	Yes <input type="checkbox"/>	<input type="checkbox"/>
		No <input type="checkbox"/>	<input type="checkbox"/>
25.	DTI Terms and Conditions Agreements and PCI ATTESTATION OF COMPLIANCE CERTIFICATE included in Appendix I	Yes <input type="checkbox"/>	<input type="checkbox"/>
		No <input type="checkbox"/>	<input type="checkbox"/>

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Appendix B – SCOPE OF WORK AND TECHNICAL REQUIREMENTS

I. MINIMUM REQUIREMENTS

A. INTRODUCTION:

The Department of Natural Resources and Environmental Control, Division of Parks and Recreation (“**DNREC**”) is issuing this Request for Proposal (“RFP”) inviting Vendors to submit sealed proposals for State Park Reservations, Point of Sale, Ticketing, Registration, Licensing, and Program Management as stated herein.

Primarily a self-funded operation, DNREC is seeking industry leading cloud-based solutions and support functions to integrate all park products into a statewide comprehensive management platform. The system shall include, but not be limited to: Campground Reservation Management, Point of Sale for office and retail operations, ticketing for activities and events, licensing (includes on-demand printing of annual passes and surf fishing permits), a high volume call center, and program management. The solution should also support a content management system, robust reporting with **customizable dashboards** for various levels of management (both canned and ad hoc reporting), adherence to business rules, ease of use functionality, customer/DNREC/Agent support functions, bundling of sales services (annual passes, POS and reservations), customer billing and payment processes (to include PCI compliance and tokenization processes), robust online and webinar training, an embedded support liaison to assist in the daily operations of the system, and marketing (a comprehensive marketing plan that will integrate with DNREC as a whole).

DNREC is also seeking “Value Added” options such as: online retail store functions, program registration, online order fulfillment, parking system/meters/park entrance management, event registration, and marina management.

Any change in Vendor employee structure/organization impacting the performance of services provided herein shall be identified to Delaware within 48 hours of the change.

The product solution and functions must be flexible, intuitive and expandable with the ability for continuous enhancements as technology advances.

The awarded Vendor will be granted a Contract herein for providing services included in this RFP. **This Contract shall commence May 8, 2020 for development and testing. Full integration and revenue functions (“Go Live”) will commence December 1, 2020.**

B. BACKGROUND:

Currently, DNREC contracts with:

Parkeon provides solar parking meters (cash/credit for daily entrance where applicable) in low volume areas to replace iron ranger boxes. High volume daily entrance fees are sold by a fee booth attendant with daily tickets.

RA Outdoors, LLC dba Aspira provides hardware, software, connectivity, call center and support services for the following:

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- Reservations for state park day use areas and overnight reservations including pavilions, picnic areas, advance and same day ticket sales, campgrounds, cabins, camping cabins, cottages and yurts made online, through a call center, and in-person
- Point of Sale in all State Parks at camp stores, gift shops, Park offices, and Third Party Agents for permits and passes, products, services, recreational activities, and boat rentals
- Revenue collection for online sales (credit card), Point of Sale locations (cash, credit card and check) and call center (credit card)
- Advance and same day ticket sales (including but not limited to: Killens Pond waterpark and Fort Delaware ferry transportation)
- Reporting, tracking and financial accounting

Vendor shall provide these services and all others as specified herein with exception to providing DNREC hardware (computers, connectivity devices, printers and credit card machines). New cloud based solution shall provide software built in and shall be compatible with standard operating systems. **The Vendor shall be solely responsible for their own capital investments and technology funding.**

While DNREC requires a state-of-the-art cloud based internet solution, connectivity within the Delaware State Parks system can be minimal at times due to the remote locations of the parks; therefore Vendor solution shall operate on a wide range of connectivity platforms (i.e. fiber, satellite, hot-spot, and dial-up). The Operational Standard for Delaware State Parks is .1% downtime annually (no more than 9 hours annually).

"Downtime and Outages" are defined as system/solution users or customers being unable to perform customary functions within the system (such as, but not limited to: making reservations, processing transactions, cash drawer management, checking facility availability, managing facility or site holds, looking up park information, setting up vendors or products, changing product prices, performing product inventory management tasks, researching customer and financial information, reviewing/processing system or ad hoc reports, etc.) Failure for users or customers being able to perform functions in the system/solution shall be tracked and reported in the Vendor's monthly invoicing. Damages shall be clearly identified on the invoice and shown as deductions off of invoice billing. Vendor shall process a Key Performance Indicator Metrics (KPM) and Damages report and submit to DNREC monthly (along with Invoicing) to identify KPM performance, instances of KPM failures, timeline of failures, resolutions, and liquidated damages amount calculation with time and dollar value. Downtime that is not attributable to the Vendor's system/solution action or inaction (i.e. DNREC equipment or network failure) is excluded. Downtime attributed to an approved maintenance update or upgrade outside of operational hours is excluded (i.e. facility closed in the evening). Downtime and Outages lasting longer than two (2) hours require immediate DNREC management team notification from the Vendor. Repetitive "off-line" or Downtime which requires lengthy or repetitive sync when the system becomes available are considered applicable to damages, at the discretion of DNREC. Individual facility outages shall only be billed for hours in which the facility operated on the date of the outage.

Vendor shall ensure accuracy for all services, applications and solutions included herein. In the event of a Vendor and/or their system error, the Vendor shall be responsible for reimbursement

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to DNREC, third party agents and its customers. This shall be in addition to any applicable liquidated damages.

The product solution and functions must be flexible, intuitive and expandable with the ability for continuous enhancements as technology advances. **Vendor shall provide the most up-to-date software options available by their company.**

C. DELAWARE STATE PARKS STRUCTURE (Note: not all Parks utilize current system support):

Park Name	“x” Indicates Campground Operations	“x” Indicates Retail Operations (single or multiple stores)	“x” Indicates Standard POS Operations	“x” Indicates Ticketing Operations
Auburn Valley			x	
Alapocas Run			x	
Bellevue		x	x	
Brandywine Creek		x	x	
Cape Henlopen	x	x	x	
Delaware Seashore	x	x	x	
Fenwick Island			x	
First State Heritage				
Fort Delaware		x	x	x
Fort DuPont			x	
Fox Point				
Holts Landing				
Killens Pond	x	x	x	x
Lums Pond	X	x	x	
Trap Pond	x	x	x	
White Clay Creek		x	x	
Wilmington State Parks			x	
Central Office			x	
Agents (currently 5)			x	
Mobile Retail Airstream		x	x	

Vendor shall provide services, at a minimum, as described herein. Vendor shall accommodate and provide services for any new park system brought on-line within Delaware State Parks, in addition to any new sites brought on-line within existing Delaware State Parks or a third party Agent. Increase or decrease of system use access points/functions is based on business needs of DNREC. Vendor shall not charge additional fees for access points/functions after contract is initiated.

D. CURRENT WEBSITE POINTS (links to engage Delaware State Parks services)

Delaware State Parks website is a key element in marketing and communication with our visitors, potential visitors and the community. The web link to the Delaware State Parks website is: <https://www.destateparks.com/>

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Delaware State Parks current online reservation, ticketing, permitting and passes platform can be found at: <https://delawarestateparks.reserveamerica.com/>
Reserve America access can be found at: <https://www.reserveamerica.com/>

Vendor(s) shall be familiar with the operation of the sites and current Delaware State Parks customer-viewable functions.

E. CONTRACT FEES AND REPORTING:

1. Vendor agrees to bill contract fees for services provided based on DNREC approved fee structure. Vendor shall submit monthly invoice, support documents and KPM reporting to: Parks_OBS@delaware.gov. Reporting is due monthly by the 15th of every month, including previous month's data.
 - a. Vendor Invoice (prepared in accordance with standard invoicing practices and submitted to DNREC on the 15th day of each month shall include the following for any type of transactional or flat fees as applicable):
 1. Transactional fees such as: total booked nights, tickets, POS sales and other future services and products accepted into the system for the previous calendar month. Any monthly flat fees shall be included.
 2. The amount billed in each invoice shall be calculated as set forth in the Contract Fee section and shall not exceed the total revenue collected for all sales outlets and cancellations, refunds and charges for any given billing month.
 3. Vendor shall include in the monthly invoice any applicable cancellation fees, change fees and refunds in accordance with standard cancellation and change procedures and approved refunds authorized by DNREC.
 4. Vendor shall be responsible for any mathematical calculation errors involved in the reservation system, i.e. the DNREC shall only be obligated to pay for the correct amount under this agreement.
 5. Invoices are due and payable by DNREC 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 DNREC. Both parties shall provide supporting documentation pertaining to the disputed invoice and meet to resolve differences. This does not include liquidated damages, which may be withheld from Vendor's invoice at DNREC's determination to apply the damages (if not already applied by the Vendor).
2. Contract fees for new activities or services incorporated into the system within the contract period shall be negotiated prior to incorporation into the solution/system. Every effort will be made to offer the best pricing for like services currently charged.
3. Revenue generated from the Contract shall be dispersed (See FUNDS COLLECTED/RECEIVED) into the State of Delaware's First State Financial System by appropriation code as designated by DNREC. Vendor shall adhere to requests from DNREC resulting from the State of Delaware changing systems or change requirements/disbursement functions.

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4. Vendor Fees and Structure shall be included in Appendix C, Pricing Spreadsheet.

- a. DNREC prefers to have simplified pricing structure as part of this contract. Avoiding Startup Cost fees and Post Implementation fees are ideal. Vendor shall describe costs as follows **(as applicable)**:

1. Startup Cost (If applicable; if not applicable, identify that in Appendix C)

- All costs billable directly by Vendor to DNREC with an estimated time-line of when these costs will be billed to DNREC
- A billing rate for agreed-to change orders identified between contract award and go-live date (*if applicable*)

2. Annual Operating Cost

- The recurring annual costs for operating the proposed system billable by the Vendor to DNREC
- Vendor may propose a billing system based on a fixed fee schedule, transactional fee schedule or a combination of fixed and transactional fees; if transactional fees are proposed, **the annual cost estimate will be based on the fiscal year 2018 business data provided in Appendix E.**

3. Post Implementation fee schedule for work that was not specified in the contract or RFP (if applicable; if not applicable, identify that in Appendix C)

- All costs billable directly by Vendor to DNREC with an estimated time-line of when these costs will be billed to DNREC

- 4. “Value Added” Options.** If the vendor chooses to include a proposal for value added options as described herein (i.e. online retail store functions, online order fulfillment, parking system/meters/park entrance management, event registration, and/or marina management) a planning quality cost estimate should be submitted that includes Startup Cost, Annual Operating Cost and Post Implementation Cost as applicable. **If “Value Added” Options are included in the Vendor’s submitted proposal and no additional cost estimates are provided as stated, then DNREC shall consider these Options as *inclusive in Vendor’s original pricing proposal.* Vendors are scored based on best Value Added options provided; minimal pricing increases will benefit vendor scoring.**

F. SCOPE OF SERVICES REQUIRED:

Vendor shall provide industry leading cloud-based solution and support functions to integrate all park products into a statewide comprehensive platform. The system shall include, but not be limited to: Campground Reservation Management, Point of Sale for office and retail operations, ticketing for activities and events, licensing, a high volume call center, and program management. The solution should also support a content management system, robust reporting with customizable dashboards for various levels of management (both canned and ad hoc reporting), adherence to business rules, ease of use functionality, customer/DNREC/Agent support functions, customer billing and payment processes (to include PCI compliance and tokenization),

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on demand printing for licenses and permitting, robust online and webinar training, an embedded support liaison, and marketing.

Vendor's Implementation Plan shall adhere to the following:

- DNREC personnel will participate in the design, implementation, testing, and training on the new system. The Vendor will make a good-faith effort to identify the types and quantities of human resources that the State should plan to commit to support the Vendor's implementation plan.
- All actions required by the Vendor-DNREC team to achieve the level of service and capabilities envisioned by the RFP from contract award through the first full year of operations (or longer if there is a designed phase-in of any services/capabilities).
- Any cost payable by DNREC to other vendors for services and material required to implement the proposed system but not provided by the proposing vendor (i.e. connectivity, hardware, etc.). This will be a good-faith estimate based on the Vendor's expertise in system implementation and the information provided by the State regarding its expected capabilities and equipment at start of implementation. The Vendor will provide a time-line of when these materials and services must be in place in order to support the Vendor's implementation schedule.

Vendor shall also provide "Value Added" options as agreed and negotiated between the Vendor and DNREC. "Value-Added" options may include, but are not limited to: online retail store functions, program registration, online order fulfillment, parking system/meters/park entrance management, event registration, and marina management.

Vendor's product solution and functions must be flexible, intuitive and expandable with the ability for continuous enhancements as technology advances. The customer must perceive their experience with Delaware State Parks as a seamless, customer-focused, efficient, and responsive organization whether in person, on the phone, on a mobile device or home computer. Android, iOS and other technology must be able to fully utilize the solution/system. Similarly, Division personnel should feel as though they are managing and operating a single integrated system rather than several separate loosely connected systems.

All outlets access the same data through internet connection using the cloud technology.

The process of making and completing reservations, purchases or other functions from the Vendor's solution shall have minimal steps to complete a transaction and should promote "ease of use" for DNREC staff, Agents and customers.

The solution must be easily adaptable to the latest technological advancements to improve customer convenience (i.e. applications for smartphones, tablets or other new technology as made available). The Vendor shall provide all of the elements necessary for full functionality required for operations and maintenance. Vendor shall identify their updating and version release policy/process in their proposal. **Vendor shall ensure DNREC continues to have the most current release available through the life of the contract.**

Vendor shall ensure that solution is fully compatible to Department of Technology (DTI) updates, operating systems and browsers.

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Vendor should note that DNREC utilizes a combination of State-owned fiber and wireless infrastructure in addition to Transparent LAN services, local leased Mobile Private Networks and other commodity wired and non-wired services to provide network connectivity across the State Parks. The rural nature of the State Parks mean some intra-Park locations remain underserved for broadband or experience poor and inconsistent connectivity due to capacity limitations or path loss. Respondents should consider these limitations within their proposal and outline, where possible, the minimum and the preferred connectivity for all service locations.

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

Vendor shall ensure system data accuracy for all applications. In the event that data is not correct, through error of the Vendor and/or their system, the Vendor shall be responsible for reimbursement to DNREC, third party agents and its customers. Liquidated Damages shall apply.

1. REQUIRED SERVICES (includes but not limited to):

a. Campground Reservation Management:

DNREC requires a web-based reservation system that includes, but is not limited to, camping reservations of several site types: cabins, cottages, yurts, RVs, tents, picnic areas, pavilions, public meeting facilities, etc. The reservation system shall have multiple sales channels such as Online, Call Center and State Park Field locations.

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All aspects of providing cloud based reservation and management services include, but are not limited to: internet and on-site campground reservations, real time data, multi-park/site management (inventory tracking, adding/deleting/blocking, adding and editing site attributes, site level/park level notification for all sales channels, creating seasons and associated rates, etc.), SMS and text alert messaging, mobile optimization for all device platforms, flexible payment processing (to include mobile device payment options – similar to card scan/drive thru technology), detailed interactive campground mapping, individual site images, customer surveys, express check-in, after-hour check-in, coded check-in information (secure for no sharing), “robo” (call, email, text/SMS) messaging for emergencies or reservation updates, minimization of multiple user accounts, industry current software with updates to latest versions, etc. Mobile platform (for use by staff with tablets in the field) is also requested.

Vendor shall specify specific equipment recommended for platform offered. **DNREC is responsible for on-site equipment and on-site connectivity only**, not software or Vendor cloud platform.

Vendor shall assist with transition management from current software/system. Current contract is held by RA Outdoors, LLC dba Aspira.

Additional minimum requirements are as follows:

1. System/solution configuration management shall allow for scalability, technology refreshment and a robust test environment.
2. System/solution shall have the ability to integrate and/or exchange data with other Vendors in the event that all desired capabilities cannot be provided by the primary Vendor.
3. Allow for fast and flexible updates to the system to include promotional codes, discounts, business rule changes, site blocking, photo and media updates, etc. through the means of a content management system. The content management system shall allow the on-site embedded liaison and DNREC staff to input these functions directly and easily.
4. Include roles and permissions levels with the ability to create and edit user roles as needed.
5. Vendor added/updated fees and charges for customers applicable in the system.
6. Captcha to be used to validate all customer logins to system.
7. Include Training Environment that is comprehensive and interactive with personnel. The training "Environment" shall include all applications, processes, data and functional updates. Environment shall be available 24/7, 365 days per year. Vendor shall update the Training Environment to always have a functional copy of the production environment at the time functional changes to the Production environment are made.

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8. Allow DNREC personnel (with permissions) the ability to update online pages with messaging to customers.
9. Contain fields adequate to “easily” search customers by name, phone number (home, work, and mobile), driver’s license, email address and home address. System shall include campsite descriptions, restrictions and cautionary statements, campground rules, driving directions, and local attractions.
10. Technology shall minimize/eliminate duplicate accounts in the system/solution.
11. 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).
12. Allow for Location based searches. Vendor shall include geographical location based searches in which a customer will search a town or city and results will identify Parks within ## miles from the search location.
13. Allow for a waiting list service and email notification for specific sites, dates and/or parks. System will generate a text/SMS message and email notification to customer who has requested to be placed on waiting list. Email will inform customer that they have xx hours to log in to make reservation or the vacancy will be offered to next person on the waiting list.
14. Allow for site comparisons in a single session. Two or Three sites shall be able to be compared for customer to determine best option.
15. Permit sites to act as “host” or other types of sites (auxiliary, temporary, etc.). These sites are reserved for DNREC use only.
16. Update the database in a “real time” mode so that queries are accurate and double bookings prohibited.
17. Allow for on-site registration through the system via multiple media platforms (phone, tablet, computer, etc.). Customers shall be able to self-check-in at park kiosk, or via mobile phone from campsite using site number or QR code.
18. Allow multiple users to read the same record simultaneously.
19. Allow for bulk edit of sites to support global changes in service, information, etc. - an efficient means of editing multiple camp sites when a large number of changes are required. Also includes bulk creation of sites.
20. Division able to establish and edit fee structure for campsites or other reservable sites by site, park, site-type, time-periods (seasons) etc.
21. Utilize record locking when a record is being changed to avoid duplicate bookings/entries. Vendor shall ensure that person locking the record is identified and provide a tool to unlock records through administrative permissions.

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22. Make use of design features that minimize keystrokes required for a task (i.e. function keys, pull-down menus, graphical user interfaces).
23. Provide users with on-line help/prompts to make the Software user-friendly. Chat and SMS options are preferable.
24. Provide error messages that state the reasons an entry is unacceptable to the system. Error messages should be **clear and concise** so that the customer does not have to look for why the transaction has not completed. Pop-up messaging is required.
25. Provide email reminder of upcoming reservation at state park campground or reservable site sent at a selectable number of days in advance of the arrival date; shall include standard information to customers such as directions, campground map, events & activities, campground rules and courtesy shortly before arrival date; email shall include links to common regulations such as hunting and fishing licenses and boat ramp usage.
26. Provide mandatory data fields.
27. Support cash drawer/credit card processing, tablet and mobile interface for transactions. All tablet and mobile interface proposals shall have a solution for processing both cash and credit card (please note there are limitations of mobile operations and managing cash. Vendor shall have proposed solution.)
28. Required reports should be exportable to csv. or excel files (most current version available for MS Excel shall be utilized by the Vendor) and be printable to pdf, printer, telecom port, disk or other storage medium. Reports shall be comprehensive and not limiting (i.e. should not restrict to only 7 days of data to be processed).
29. Provide for searches of the database by multiple keys including, but not limited to:
 - a. Customer name
 - b. Customer Mailing and Physical Address
 - c. Customer Email Address
 - d. Customer ID number
 - e. Customer Phone number(s)
 - f. Driver's License Number (***technology with driver's license scanning feature preferred***)
 - g. Reservation number
 - h. Transaction number
 - i. Date of Arrival

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- j. Site Number
 - k. Campground
 - l. Name of Company or Non-Profit (i.e. Lions or Rotary Club, Reunion Name, etc.)
30. Provide functionality to permit a secure “single entry” of credit card information for credit card authorizations and transactions with immediate credit card verification.
31. System/Solution shall support parks that provide multiple services at a site such as campground registration, print on demand entrance fee/annual pass and permit sales, ticketing, retail, and camp stores.
32. Provide functionality for the registration of campsites, cabins, activities, ticket sales, firewood sales, ice sales, programs, and print on demand annual pass and permit sales at multiple and remote locations utilizing a single data source (“bundling”).
33. Inventory management is a requirement for all sales, products and entrance fees (passes and permits) and the solution/system must have the capability to generate sequential numbered tickets and receipts. Periodic and on-demand reports of transaction totals by date, type and grand total is a requirement. **Specifically for the sale of passes and permits, DNREC is requesting functionality to print a permit type code and the vehicle license plate on the decals, along with variable data permit information on a printed sheet.**
34. Provide licensing for the Software (i.e. registered license) appropriate for DNREC use without additional fees.
35. Provide any database management software not already in DNREC's software inventory that are required to run the system without additional fees.
36. Specific Software Specifications and Inventory Features:
- a. Allow inventory to be grouped in the categories.
 - b. Provide multi-level security.
 - c. Provide screens/content management system enabling properly authorized staff to:
 - i. Add categories/inventory
 - ii. Archive categories/inventory
 - iii. Change categories/inventory
 - iv. Add photos to categories/inventory
 - v. Add site attributes to sites
 - vi. Edit site attributes to sites
 - vii. Add site/loop/park level notifications
 - viii. Edit site/loop/park level notifications
 - d. Allow all reservations to be classified in categories, based on:

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- i.** Types of equipment allowed
 - ii.** Amenities available to customers
 - iii.** Park location
 - iv.** Site types
 - v.** Order dates
 - vi.** Arrival dates
 - vii.** Departure dates
- e.** Allow inventory categories for reservations to be defined for:
 - i.** A park
 - ii.** A campground within a park
 - iii.** A loop within a campground
 - iv.** A specific campsite
 - v.** Site types
- f.** Permit inventory categories for ticket sales to be defined for:
 - i.** A park
 - ii.** Time/date
 - iii.** Type
 - iv.** Activity
- g.** Permit inventory categories for POS merchandise to be defined for:
 - i.** A park/location
 - ii.** A department
 - iii.** An Item
- h.** Permit inventory categories for Amenities/Activities to be defined for:
 - i.** A park
 - ii.** An amenity/activity type
 - iii.** Time/Date
- i.** Assign each item of inventory a unique code that identifies:
 - i.** The park where the item is located
 - ii.** The campground the item is in
 - iii.** A “prime” or “standard” classification for overnight venues
 - iv.** The specific item (site, cabin, yurt, activity, amenity, product or other)
 - v.** A handicapped accessible item

37. Software Specification, Reservation Features:

- a.** Have an inquiry mode to report the availability of the various types of camping sites, cabins, camping cabins, cottages, yurts, ticketed services, programs, amenities/facilities and activities.
- b.** Allow reservations to be made for a specific camping site, cabins, camping cabins, cottages, yurts, ticketed services, programs, amenities/facilities and activities.
- c.** Prohibit double-bookings.
- d.** Allow management to override all booking/business rules as applicable.

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- e. Allow inquiries regarding reserved inventory items.
- f. Allow DNREC to define multiple reservation windows where a customer may make a reservation under the same name at the same time.
- g. Allow DNREC to define the number of reservations a customer may make under the same name at the same time.
- h. Prevent making reservations outside the maximum reservation window (follow business rules). Vendor shall provide a corrective action plan to DNREC within twenty-four (24) hours, unless otherwise agreed to in writing by DNREC, of the occurrence of any business rules violation.
- i. Prevent making reservations inside the minimum reservation window (follow business rules). Vendor shall provide a corrective action plan to DNREC within twenty-four (24) hours, unless otherwise agreed to in writing by DNREC, of the occurrence of any business rules violation.
- j. Prevent making reservations that violate length of stay restrictions of camping sites, cabins, camping cabins, cottages, yurts, ticketed services, amenities and activities (follow business rules). Vendor shall provide a corrective action plan to DNREC within twenty-four (24) hours, unless otherwise agreed to in writing by DNREC, of the occurrence of any business rules violation.
- k. Rate adjustments shall only be permitted as authorized by DNREC.
- l. Provide an on-screen message(s) detailing reasons for denying a reservation. Error messages should be **clear and concise** so that the customer does not have to look for why the transaction has not completed. Pop-up messaging is required.
- m. Allow reserving of multiple sites by:
 - i. Entering customer number, name, address, and phone number.
 - ii. Entering camp site, cabin, camping cabin, cottage, yurt, ticketed services, amenity and activity information and arrival and departure dates for each reservation.
- n. Provide a comments field of adequate size (please state number of characters) on the reservation screen.
- o. Automatically generate a unique identification number for each reservation.
- p. A Customer Complaint Tracking System will be maintained by the Vendor that will manage and track customer issues. Vendor shall provide a daily report to DNREC for all customer complaints, in addition to resolution actions. System shall allow download into excel or csv. formats. Surveys shall also be utilized.
- q. Use survey tools to conduct customer service surveys as determined by DNREC. Routine and ad hoc surveys shall be applicable.

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- r. Compensate DNREC or the customer for Vendor errors, such as double bookings. (i.e. credits to Division, apologies to customer, refunds, etc.)
- s. Ability to report and notify customers of emergency situations such as major weather events and any reservation updates. "Robo-Call", SMS, text and email notifications are required.
- t. Ability to provide access codes for cabins, cottages and yurts and send to customers in reservation confirmation as well as text information; customer received a second email 72 hours prior with arrival date and campsite/cabin/reservation information.
- u. Field auto-fill functionality shall be incorporated wherever it will increase speed of service without causing undue restrictions on functionality or complexity in operation (i.e. when completing a new customer record starting with the zip code should allow the state and town to be auto-filled).
- v. Transaction Information
 - i. Transaction type
 - ii. Reservation associated with the transaction
 - iii. Operator/Contractor id or user id
 - iv. Transaction date
 - v. Transaction time
 - vi. Transaction location
 - vii. Amount
 - viii. Payment type
 - ix. Cross reference to other transactions
- w. Park Details
 - i. Park id #
 - ii. Park name
 - iii. Street address
 - iv. City
 - v. State
 - vi. Zip code
 - vii. GPS Coordinates
 - viii. Phone number
 - ix. Mobile Number
 - x. Fax number
 - xi. Dates park facilities are open
 - xii. Fee structure in effect
 - xiii. Services and amenities available in the park
- x. Activities and Programs taking place within the park
- y. Reservation Type
 - i. Park id #
 - ii. Park name
 - iii. Reservation id #
 - iv. Reservation open date
 - v. Reservation close date
 - vi. Availability

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- vii.** Maximum consecutive nights a customer may stay
 - viii.** Minimum number of nights a customer must leave before they can re-register.
 - ix.** Maximum booking window
 - x.** Minimum booking window
 - xi.** Inventory of sites reservable by site type
- z.** Reservation Site Details
- i.** Park id #
 - ii.** Park name
 - iii.** Reservation id #
 - iv.** Cabin, cottage yurt, or campsite, amenity, activity id #
 - v.** Site/Amenity/Activity type – (water/electric)
 - vi.** Rate
 - vii.** Acceptable equipment
 - viii.** Maximum number of people
 - ix.** Maximum number of vehicles
 - x.** Maximum vehicle length
 - xi.** Physical and Environmental Description of the site
 - xii.** Parking surface
- aa.** Customer Information
- i.** Customer number
 - ii.** Customer name
 - iii.** Street address
 - iv.** City
 - v.** State/province/country (must support foreign address)
 - vi.** Zip/postal code
 - vii.** Home/Primary phone
 - viii.** Mobile Phone
 - ix.** Work phone
 - x.** Email address
 - xi.** Vehicle State
 - xii.** Vehicle License Plate Number
 - xiii.** Discount group
 - xiv.** Promotional code
 - xv.** Comments field to be used for history or alerts
- bb.** Reservation Details
- i.** Unique reservation number
 - ii.** Customer number
 - iii.** Customer name
 - iv.** Park identification
 - v.** Reservation identification (cabin or campsite id # / type)
 - vi.** Method of reservation (telephone, Internet, walk-ups)
 - vii.** Number of sites/amenities/activities reserved
 - viii.** Start date of stay
 - ix.** Number of nights
 - x.** End date of stay
 - xi.** Amenity/Activity Date
 - xii.** Cancellation Date

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- xiii. Transaction or cancellation fee
- xiv. Initial reservation fee
- xv. Discount amount
- xvi. Discount group
- xvii. Promotional code
- xviii. Other costs
- xix. Total cost
- xx. Amount paid
- xxi. Method of payment
- xxii. Number in party
- xxiii. Name of person making transaction
- xxiv. Names of people in party
- xxv. Equipment type
- xxvi. Vehicle State
- xxvii. Vehicle tag/plate number
- xxviii. Pet information
- xxix. Flag confirming that a confirmation letter/information was sent to the customer
- xxx. Date of reservation transaction
- xxxi. Operator accepting reservation
- xxxii. **Reservation change history with reason, notes and operator**
- xxxiii. Note field

cc. The system shall have the capability to allow “bundling” of sales types within each transaction. This shall include, but not be limited to: reservations, permit purchases, tour/rental purchases, and retail item purchases.

dd. 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. *Assignment/Change or Deletion of notes shall be functional for both the Vendor and DNREC as needed. This shall be a function of the Content Management System and “ease of use” that notes shall be simple to add/upload to the system as instances occur vs. putting service tickets in to the Vendor.*

ee. Electronic Confirmations

The Software must be able to include instance specific clauses in the reservation for electronic confirmation. Additional services such as check boxes forcing the customer to “agree” to a statement or “must read” language prior to allowing completion of a transaction are also required. Additional customization may involve standard rule and information, terms and conditions, special rules and information regarding specific reservations.

Additionally, electronic confirmation should include reservation number, name, address, dates of reservation, location, accommodation (if appropriate) and

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payment information. Electronic confirmation shall also allow for the ability to cross-promote products, services or programming.

b. Point Of Sale (for office and retail operations):

1. DNREC requires a web-based solution that includes, but is not limited to, a business module dedicated to a statewide fully integrated retail point of sale system that is capable of maintaining a statewide inventory, sales transactions, standard retail reporting, etc. for campground stores, third party sales agents, gift shops, online sales, and park offices.
2. Cloud based system management and function of merchandise sales (including retail items, licensing and permits), rentals (canoes, kayaks, etc.), and simple programs (i.e. seining, fishing, guided bird watching, art classes) at park offices, stores and nature centers. Includes, but is not limited to:
 - a. sales function for thousands of retail items
 - b. staff roles and permissions
 - c. round up charitable donation functions and regular donations
 - i. payments and refunds, full inventory management (tracking and reporting to include stock replenishment), customer information/profiles management (purchase history), discounts, dashboards (customizable for various levels of management) and real-time sales reporting by employee, items types, location, inventory levels, item descriptions by different modifiers, sizes and SKU's, manage on any device, reports on current inventory and update quantities in bulk, ability to archive inventory items, receive daily stock alerts via email and reports for low inventory items, fast downloads to csv./Excel spreadsheets, easy add/adjustments of inventory from any device, multi-location inventory management, cost of goods sold and projections reporting, purchase order information, passcodes for employees, fast customer check-out, create and print bar code labels, create item product codes, inventory history, employee sales, labor vs. sales, gross sales, inventory by category, sales by category, margin reporting, and projected profit estimates and margins. Mobile platform (for use by staff with tablets in the field – functionality from any location) is requested.
3. System will utilize bar code scanner, receipt printer and cash drawer. Vendor shall specify specific equipment recommended for platform offered. Vendor shall provide flexible payment processing (to include mobile device payment options – similar to card scan/drive thru technology). **DNREC is responsible for on-site equipment and DNREC network connectivity only**, not software or Vendor platform.
4. Additional capabilities shall include, but not be limited to: ability to add and archive POS items, quick keys and/or product lookup (customizable per location if needed), multiple payment methods/split payments, returns, refunds, promotional sales that can be easily created/turned-on/turned-off and store credit features, user accounts and permissions, mobile registers, customer facing display, bulk product

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imports, product variants and composites, barcodes, stock and auto-filled orders, inventory counts, stock transfers, promotions, searchable customer database, customer history is attached to each profile, custom profiles, loyalty program, dashboard reporting, product reports, employee reporting (includes, but not limited to, employee use/sales tracking), customer reports, and Ad Hoc reports (including hour-by-hour, units sold per transaction, average ticket total, sales totals by item/type, total sales revenue, total shrinkage, etc.).

5. The system shall have the capability to allow “bundling” of sales types within each transaction. This shall include, but not be limited to: reservations, permit purchases, tour/rental purchases, and retail item purchases.
6. System security shall include employee login after every transaction. Login must be designed for speedy login and ease of use.
7. System shall include inventory functions that allow for an inventory control system (handheld inventory scanner such as corded and cordless styles with laser, linear imager, or 2D area imager scan engines.)
8. System shall be capable of allowing sales information to show on a customer (front facing) screen and potentially allowing a customer to swipe their credit card and show customer information for update, such as email and customer address.
 - a. Vendor shall recommend best options for equipment that works well with their operating software.
9. Vendor shall ensure accuracy for all services, applications and solutions included herein. In the event of a Vendor and/or their system error, the Vendor shall be responsible for reimbursement to DNREC, third party agents and its customers. This shall be in addition to any applicable liquidated damages.

c. Ticketing for Activities and Events

DNREC requires a web-based solution for the sale of advance and onsite tickets to enter attractions, activities and events in state parks. Currently Fort Delaware State Park and Killens Pond Water Park allow for the purchase of both advance and on-site ticket sales to enter the attraction. The solution must be expandable to accommodate new attractions, multiple pricing structures, customer information, revenue collection, etc.

On-line ticketing services for activities and events held at Delaware State Parks shall include, but is not limited to: multi-platform tickets sales (with mobile optimization), a content management system, ease of use, automated responses to requests, event or activity website or platform for sales, ability to email or do marketing outreach/event promotions, social sharing, payment processing, discounts, post purchase messaging, social sharing, waivers, minimization of multiple user accounts, multiple ticket types, cloning tools for similar events, refunds, and reporting for events (detailed reports of ticket inventory sold/remaining, customer data reporting/tracking, gross sales, etc.).

Mobile platform (for use by staff with tablets in the field or from customer mobile devices) is requested.

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Vendor shall specify specific equipment recommended for platform offered. Vendor shall provide flexible payment processing (to include mobile device payment options – similar to card scan/drive thru technology). **DNREC is responsible for on-site equipment and connectivity only**, not software or Vendor platform.

1. Software requested to include easy event set-up, ease of use (i.e. show customer wait or peak times), flexible pricing tiers (i.e. pre-sales, early sales, last minute sales), social media promotion (i.e. purchase and share from Facebook), increased conversions (i.e. limit login requirements for faster/easier use by customers while still tracking customer data), accommodation mapping showing tickets remaining for the activity or event, multiple delivery options for patrons (i.e. email, print at home, mobile device text or application), subscription ticketing service, consignment sales, group sales, dashboard reporting, Ad Hoc reporting, automatic email reports, on-site fast credit card swipe options, fast ticket scanning to minimize wait times (i.e. wireless and tethered).
2. The system shall have the capability to allow “bundling” of sales types within each transaction. This shall include, but not be limited to: reservations, permit purchases, tour/rental purchases, and retail item purchases.
3. Currently DNREC does not include park programming in its ticketing package. This is a “value added” option that we would like included and ticketing is an appropriate area to add reservable tickets for park programs.
4. The systems shall accommodate daily or event maximum capacities.
5. Ability to create a roster or participant report/listing for all events and activities.
6. Allow for a waiting list service and email notification for events/activities. System will generate a text/SMS message and email notification to customer who has requested to be placed on waiting list. Email will inform customer that they have xx hours to purchase or the vacancy will be offered to next person on the waiting list.
7. Vendor shall ensure accuracy for all services, applications and solutions included herein. In the event of a Vendor and/or their system error, the Vendor shall be responsible for reimbursement to DNREC, third party agents and its customers. This shall be in addition to any applicable liquidated damages.

d. Licensing, Passes and Permits

DNREC requires online “e-commerce” and on-site licensing and permit sales. DNREC has multiple permits for purchase by the general public and industry related agencies, businesses and non-profit groups. Types of licenses/permits sold currently are Surf Fishing, Annual Entrance, and Hunting. The current system supports Surf Fishing and Annual only. DNREC utilizes physical decals ordered from a third-party printer. These printed decals are numbered and are sold to customers. For Surf Fishing, in addition to decals, the customer receives a paper permit and a specialty license plate. The Surf Fishing decals are affixed to the plate prior to being given to the customer. Decals are sold and inventoried via the current Point of Sale System.

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DNREC is physically selling Surf Fishing and Annual Entrance at park locations, through third party Agents and through online “e-commerce”. Mail fulfillment for “e-commerce” is accomplished by DNREC staff manually. Sales reports and receipts are printed daily and each order is physically organized and fulfilled.

DNREC requires a solution that will allow for sales of multiple permit and license types (at different fee structures) that may be serially managed and will be issued state-wide through the system (including all sales points of “e-commerce”, at parks and Agents).

DNREC requires PRINT ON DEMAND functionality that can process/print passes and permits on-site across all sales points. DNREC will work with the Vendor to create a printed document that includes both pass/permit and decal “all-in-one” for the customer to peel the weather-proof decal off and affix to their vehicle, as well as keep the remainder for their proof of purchase and license.

DNREC requires VENDOR FULFILLMENT services for all “e-commerce” on-line orders. Vendor shall include plan and postage cost/process in their proposal. Postage pre-sort discounts shall apply.

1. Vendor shall provide a solution that issues the permits/licenses with an identifier configuration as determined by DNREC.
2. Specifically for the sale of passes and permits, DNREC is requesting functionality to print a permit type code and the vehicle license plate on the decals, along with variable data permit information on a printed sheet.
3. System shall count total Annual Passes and Surf Fishing Permits Sold. System shall be configured to allow limits to be sold across all sales platforms (i.e. 17,000 total new surf permit decals shall be issued per sales season, not including replacements; once 17,000 has been achieved throughout all sales points, no additional new sales will be allowed with exception of replacements).
4. Duplication of identifier configuration is not allowed for any one type of pass/permit with exception to a replacement.
5. Permit/License types will process through a “drop-down” choice option in the POS system. The choice will result in an alternate color decal printing or some type of color identifier to show 1yr vs. 2yr permits, or in-state/out-of-state passes. Currently DNREC offers 1yr and 2yr surf permits. Example: Surf Permit for 1yr would be blue, have approved logo or picture, and would state “2021” and have the configured numbering convention; Surf Permit for 2yr would be red, have approved logo or picture, and would state “2022” and have the configured numbering convention.
6. A bar code may be required on each decal. Rangers and park staff will utilize to scan and look up customer information on-site (i.e. license plate, address, owner, etc.). System shall allow for scanning of the bar code to bring up customer data on POS devices to include mobile platforms.
7. Refund and Return functions must be able to be processed in the system.

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8. Transfers of permits/passes must be able to be processed in the system.
9. Permit/Pass shall allow for folding to fit a #10 envelope for simplicity of mailing. Orders requiring a Surf Plate will go into an envelope designated to fit a standard license plate size.
10. DNREC will drop-ship Surf Plates to VENDOR FULFILLMENT location for fulfillment. Vendor shall notify DNREC at least ninety (90) days prior for restocking needs.
11. VENDOR FULFILLMENT shall ensure that as “e-commerce” on-line orders are processed through the system, there is a mechanism for printing mass permits for fulfillment daily. All online orders shall be received, fulfilled and mailed within 2-3 business days. Reporting shall be provided to show all transactions and shipment dates. Vendor must utilize pre-sort cost savings methods for all shipping.
12. VENDOR FULFILLMENT shall ensure returns and inquiries are processed timely. Customers shall utilize a VENDOR provided contact number (that should be listed on the permit/license and on receipts) for inquiries related to lost in the mail, damage in transit, replacements, etc. Vendor shall be responsible for correspondence with customer for all VENDOR FULFILLMENT orders.
13. The system shall have the capability to allow “bundling” of sales types within each transaction. This shall include, but not be limited to: reservations, permit purchases, tour/rental purchases, and retail item purchases.
14. Vendor shall ensure accuracy for all services, applications and solutions included herein. In the event of a Vendor and/or their system error, the Vendor shall be responsible for reimbursement to DNREC, third party agents and its customers. This shall be in addition to any applicable liquidated damages.

e. Call Center

DNREC requires a state-of-the-art high volume Call Center to respond to direct customer requests (i.e. reservations, ticketing, sales). The Call Center shall be fully integrated into the System to ensure full services are provided to customers. The Call Center shall strictly adhere to DNREC Business Rules and Key Performance Measures set by DNREC. Failure to adhere to standards will result in the application of liquidated damages. Vendor shall provide a corrective action plan to DNREC within twenty-four (24) hours, unless otherwise agreed to in writing by DNREC, of the occurrence of any business rules violation.

All equipment and personnel costs and procurement required for full service Call Center operations shall be the responsibility of the Vendor. Equipment/hardware shall perform at the highest level speed and functionality that the solution/system requires.

1. Vendor must have in place or acquire through lease or purchase a digital phone system with expansion capabilities, sized for present and future volume requirements.
2. Phone system shall have Automatic Call Distribution (ACD) capability.

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3. Phone system shall have ACD management tool to measure and report system performance that adhere to Performance Measures set by DNREC.
4. Phone system shall have Voice Mail Auto Attendant feature.
5. Vendor shall use the toll-free phone number specified by DNREC for the main reservation line.
6. Vendor shall have an adequate telecommunication infrastructure in place to process anticipated and non-anticipated call volumes.
7. Phone system shall have Interactive Voice Response (IVR) capability to permit calls to be referred to parks before contacting a Call Center agent. Purpose of IVR is to direct customers to the proper parks for park specific information, thus reducing callbacks to the Call Center and helping minimize Call Center time per call.
8. TTY capability is required.
9. Vendor must allow for a sufficient number of toll-free telephone lines for the public to contact the Call Center.
10. DNREC estimates there will be periods that the Vendor will need additional agents to process calls during peak periods and periodic spikes for popular periods of time. Vendor shall anticipate these spikes in call activity based on historical data and ensure adequate coverage is provided to stay within the allotted time for answering calls as specified in Performance Measures/Standards.
11. DNREC shall be permitted full access to the ACD reporting system and all Call Center related reports. The Vendor must mail, email or fax such reports to the DNREC at no cost to the DNREC on a weekly basis. DNREC staff must also be permitted to review the reports at the Vendor's Call Center during normal business hours.
12. The Vendor will provide DNREC 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.
13. Vendor shall provide DNREC a weekly report that shows call center metrics that include, but are not limited to: calls received, length of calls, time of calls, abandoned calls, busy outs, and queue times.
14. All Key Performance Measures included refer to customer connecting to a "live agent".
15. The Vendor 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 60 seconds. For callers awaiting the next available operator a system generated message indicating expected hold time and providing DNREC scripted information is preferable. No caller should be told to hang up and call back later.

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All calls shall be answered in the order received. Exceeding these standards shall result in liquidated damages included herein.

- 16.** Average weekly (Sunday through Saturday) wait time for an agent shall not exceed 60 seconds. It is a goal of DNREC to maintain the wait in queue at 60 seconds or less. No caller shall be in the queue for more than 180 seconds without being connected to an operator who must process the customer request and/or information needs. Exceeding these standards shall result in liquidated damages included herein.
- 17.** All calls should be concluded within a maximum of 15 minutes, including the amount of time that a caller is placed on hold. DNREC reserves the right to review the reservation results of all calls. Special attention will be paid to any calls that exceed 15 minutes in length. Exceeding these standards shall result in liquidated damages included herein.
- 18.** Vendor shall adhere to 0% busy outs. Exceeding this standard shall result in liquidated damages included herein.
- 19.** Average weekly abandoned call rate shall not exceed 5%. Exceeding these standards shall result in liquidated damages included herein.
- 20.** The Vendor's phone system shall be capable of expansion or reduction in operator personnel and equipment, as needed, as demand changes due to call volume fluctuations.
- 21.** DNREC estimates there will be periods of time when customers must receive notifications to announce emergency closures at the park and campground (also known as "Robo-Calls"). The Vendor shall ensure a reverse calling system is available and fully functional to notify customers should DNREC enforce an emergency closure at any park location. This system shall include text/SMS messaging to customers (also known as "Robo-Text").
 - a.** DNREC shall have the ability to utilize the system to send text/SMS and emails as well from easy to use data reports (reflecting campgrounds impacted and/or specific park events).
- 22.** Call Center Service and Hours:
 - a.** The Vendor shall install and maintain a Telephone Call Center for the purpose of accommodating customer requests and resolving customer service issues and requests for information. DNREC will have access to the Call Center for purposes of monitoring, training, and promotions.
 - b.** The System will accommodate reservation requests by telephone, email, facsimile, and by internet. None shall be given preference. Telephone requests for all 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 Call Center, and shall be transferred to the Vendor's use. Rights to the phone number shall be retained by DNREC. TTY service is a MANDATORY feature of any system proposed.

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c. At a **minimum**, business hours of the Call Center shall be:

- November 1 through March 31 open 10:00 a.m. - 6:00 p.m. Mon-Fri, closed weekends
- April 1 through April 29 open 10:00 a.m. - 8:00 p.m. Mon-Fri, 8:00 a.m. - 12:00 p.m. Sat, closed Sun
- April 30 through October 31 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 Year's Eve and New Year's Day

d. When all Reservation Agents are busy, callers shall be placed in a queue with appropriate recorded messages to be approved by DNREC. Wait times shall not exceed 60 seconds. Vendor shall provide a business plan to predict variable and peak call volumes. Vendor shall 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. Exceeding this standard shall result in liquidated damages included herein.

e. Vendor shall provide DNREC the ability to monitor calls for customer service satisfaction and compliance with call center requirements. 100% of all calls shall be recorded and archived/stored for no less than 90 days.

23. Vendor shall ensure accuracy for all services, applications and solutions included herein. In the event of a Vendor and/or their system error, the Vendor shall be responsible for reimbursement to DNREC, third party agents and its customers. This shall be in addition to any applicable liquidated damages.

f. Entrance Fees and Rules

Vendors software and service solution shall have the flexibility to expand and alter fees and business rules associated with all service platforms provided. Vendor shall provide a corrective action plan to DNREC within twenty-four (24) hours, unless otherwise agreed to in writing by DNREC, of the occurrence of any business rules violation.

Vendor shall ensure accuracy for all services, applications and solutions included herein. In the event of a Vendor and/or their system error, the Vendor shall be responsible for reimbursement to DNREC, third party agents and its customers. This shall be in addition to any applicable liquidated damages.

g. Enforcement:

DNREC requires a web-based solution that includes but is not limited to Park enforcement officers ability to quickly search and view reservations, customer profiles and/or occupants and owner information for surf fishing vehicle permits. The system shall allow for entering and viewing rule violations and notices to alert staff of any potential problem with a park visitor. System shall allow for blocking a customer due to enforcement issues as determined by DNREC.

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h. Training:

The Vendor shall provide a training plan acceptable to DNREC as part of the proposal to ensure satisfactory and efficient operation of the System by all users.

1. Call Center Staff Training:

- a.** Training shall contain all pertinent information regarding products and services in Delaware State Parks, including campground data, maps, activities, amenities, ticketing, passes and permits, manuals, instruction guides, business rules, content and hours of training, as well as provisions for update and refresher training.
- b.** Call Center Agents act as DNREC's representatives. This shall be seamless to the customer. Training shall include customer relations, interview and sales techniques, and will emphasize the need to provide efficient, knowledgeable, and provide quality customer service to DNREC clients.
- c.** Call center staff shall tour all or some of Delaware State Park's facilities annually (at no cost to DNREC), including at least one (1) campground. It shall be mandatory for all new hires to tour all or some of Delaware State Park's facilities, including at least one (1) campground within six (6) months of employment at no cost to DNREC.
- d.** Vendor shall provide full list of personnel assigned to support DNREC (including start date) and shall include accomplished training dates (including touring DE State Parks) with monthly reporting.

2. State Employee and Third Party Agent Training:

- a.** Training shall include all the necessary materials, manuals, videos and hands-on interactive environment training via online training modules and webinars at no cost to DNREC. Vendor shall provide a Training "Environment", replication of the Production Environment, which allows trainees to practice skills learned from Vendor provided training materials without the risk of corrupting the live production environment. The Training Environment shall be current with all of DNREC's campgrounds and services provided. The Environment shall include all applications, processes, data and functional updates. The Environment shall be available 24/7, 365 days per year. Vendor shall update the Training Environment to always have a functional copy of the production environment at the time functional changes to the Production environment are made. While it is rare, DNREC may require on-site (in Delaware) training at no cost to DNREC. DNREC's goal is to provide a superb on-line training program so that employees and Agents can train from remote locations.
- b.** Training will be for management, fiscal, facility level personnel, third party Agents, and must include preventive maintenance procedures. Training shall include, but not be limited to:

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- i. Subject Matter Expert (“SME”) training for managers and long term staff to cover the advanced functionality of the system – these staff will provide on-the-job training to seasonal, new staff and Agents
 - ii. Seasonal, new staff and Agent training
 - iii. Navigate easily through the reservation system
 - iv. Open/Close/Re-establishing Sessions (and any restrictions)
 - v. Process a sale, reservation and registration
 - vi. Open/close/block sites
 - vii. Add photo’s to reservation system for sites
 - viii. Ability to process refunds/returns
 - ix. Process ticket sales and event transactions
 - x. Process cancellations and changes in reservations and registrations
 - xi. Process license/permitting
 - xii. Process POS/Retail Operation sales transactions, refunds, returns
 - xiii. Process POS/Retail Operations inventory management (adding product id’s, hiding product id’s, deactivating product id’s, inventory adjustments, etc.)
 - xiv. Process and interpretation of operating, management and inventory reports
 - xv. Process and functionality for Ad Hoc reports
 - xvi. Utilization and personalization of dashboards and standard reporting
 - xvii. Utilization of marketing data such as Google analytics
 - xviii. Performance Measure reporting and interpretation
- c. All Vendor training and associated materials shall be updated annually and/or as needed and may include, but not be limited to, tutorials, practice, modules, webinars, and/or video sessions. Effectiveness of training must be continually evaluated and monitored to ensure optimum operation of the System.
- d. Training environment shall be available 24/7, 365 days per year.

i. Content Management System and ease of use functionality

DNREC requires a robust Content Management System to utilize in creating and managing digital content within the Vendor’s solution. DNREC shall be offered bundled options to allow design and customization of templates that show performance based analytical data, robust reports and Ad Hoc features, marketing campaign tools, applications, web/blog support functions such as widgets and plugins, smart email lists and communication tools, customer driven data functions, metrics and other information without merging and exporting data. This information shall be utilized to assist in management of DNREC’s business platform.

The Content Management System shall provide ease of use for all of management, park sites and Agents to better manage daily operations and support productivity and revenue goals for Delaware State Parks.

j. Reporting

DNREC requires a comprehensive data collection, warehousing, analysis and reporting system that will seamlessly support day-to-day operations, enable decision support analysis, integrate (financial data) with the State’s accounting system and

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DNREC Management Team shall be provided on-call support twenty-four (24) hours a day, seven (7) days a week through direct connect patching to mobile phones, email and text. DNREC will be provided a contact list applicable to support.

Vendor shall provide a current Organizational Structure Chart to DNREC. This chart shall be up-to-date at all times. Any change in Vendor employee structure/organization impacting the performance of services provided herein shall be identified to DNREC within forty-eight (48) hours of the change.

SMS Chat and Text Support are also required.

1. Vendor shall assist DNREC staff and Agents to resolve problems that may arise. Help desk support shall include, but is not limited to: assisting employees to correct a problem, correcting incorrect information posted, reports provided by Vendor and any other issue that arises in the system that impedes DNREC employees or third party Agents from their job responsibilities or servicing its customers.
2. DNREC and Agents shall be able to reset their passwords through an email type request (i.e. "I forgot my password") to create a better service option for field staff.
3. Vendor shall use the latest technology and support function to include, but not be limited to phone support, email, SMS and texting.
4. Vendor shall provide and maintain an Information Technology Problem and Change Management System (PMS), or some type of similar system, to record, manage, monitor and report on all calls/emails/text, etc. received by the Help Desk. Vendor shall provide a weekly report that documents daily PMS statistics. Report shall include, but not be limited to: name of requestor, # of support requests, call times, length of calls, dropped calls, issue, resolution, status, and # of days "ticket" is open until resolution.
5. Vendor 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 DNREC staff will have access to view all DNREC cases via a web interface and reporting.
6. Vendor 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.
7. For all issues, systems failures or incidents identified by the Vendor, DNREC shall be notified on a DNREC approved standardized incident reporting form or method as to what services are affected by the incident and an estimated time for incident resolution. Vendor shall provide updates to DNREC at least once each hour unless relieved of this requirement by DNREC in writing on a case by case basis.
8. For all issues involving downtime, the Vendor shall perform a root cause analysis and, within ten (10) business days after resolution of the problem or other time frame as agreed to in writing by DNREC, provide a Business Disruption Report

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(BDR) to DNREC. "Resolution" is defined as the moment when DNREC is notified that the issue has been resolved. At a minimum the BDR shall include the date, start time, end time and total duration (in minutes) of the business disruption (downtime); a general summary in non-technical language of the event; the known impact of the event; timeline of actions taken during the event; root cause of the business disruption; and, in non-technical language, a summary of actions taken or that will be taken (including projected time line for all future actions) to resolve the root cause and minimize the likelihood that a business disruption will occur again due to the same cause.

9. "Downtime and Outages" are defined as system/solution users or customers being unable to perform customary functions within the system (such as, but not limited to: making reservations, processing transactions, cash drawer management, checking facility availability, managing facility or site holds, looking up park information, setting up vendors or products, changing product prices, performing product inventory management tasks, researching customer and financial information, reviewing/processing system or ad hoc reports, etc.) Failure for users or customers being able to perform functions in the system/solution shall be tracked and reported by the Vendor monthly invoicing. Damages as stated below shall be clearly identified on the invoice and shown as deductions off of invoice billing. Vendor shall process a Damages report and submit to DNREC monthly to identify instances of KPM failures, timeline of the failure, resolution, liquidated damages amount calculation with time and dollar value. Downtime that is not attributable to the Vendor's system/solution action or inaction (i.e. DNREC equipment or network failure) is excluded. Downtime attributed to an approved maintenance update or upgrade is excluded unless approved timeline is exceeded. Downtime and Outages lasting longer than two (2) hours require DNREC management team notification from the Vendor. Cumulatively, Downtime and Outages shall not exceed nine (9) hours annually (based on contract start date). Repetitive "off-line" or Downtime which requires lengthy or repetitive sync when the system becomes available are considered applicable to damages, at the discretion of DNREC. Individual facility outages shall only be billed for hours in which the facility operated on the date of the outage.
10. Vendor shall ensure accuracy for all services, applications and solutions included herein. In the event of a Vendor and/or their system error, the Vendor shall be responsible for reimbursement to DNREC, third party agents and its customers. This shall be in addition to any applicable liquidated damages.

I. Embedded Support Liaison

Vendor shall provide an Embedded Support Liaison ("Liaison"). The Liaison shall perform the role of assisting DNREC and Agents with on-site functions to include, but not be limited to:

1. Serve as primary point of contact between DNREC/Agents and the Vendor.
2. Provide system operations and performance updates to DNREC on a weekly basis and as requested.
3. Assist with creation of specialized reports and data mining requests.

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4. Assist with creation and modification of management dashboards.
5. Coordinate implementation of software/system updates and additions.
6. Create promotion codes and test for functionality.
7. Manage and advocate the resolution of service tickets and process problems between DNREC and Vendor.
8. Provide guidance for system issues on-site, in the field (park level) and with Agents.
9. Report processing.
10. Assist in replacement or loading of mapping, pricing, inventory and other features as needed by DNREC for new or updated business functions.
11. Assist DNREC with solution/system updates, upgrades, testing and function; Work with staff on system updates and new technology roll-out.
12. Work with field staff and Agents state-wide for on-site, web-based training and support initiatives; travel to park locations will be required; Assist DNREC management team to develop training curriculum for all user levels and to make all training material available online for DNREC staff.
13. Assist in creating and updating site attribute information, creating site level, loop level and park level notifications, etc.
14. Provide first point of contact for field staff and Agent inquiries related to system functions and processes.
15. Provide guidance on top-notch customer service initiatives.
16. Create, update and test Business Rules, inventory, calendars and other required deliverables to ensure the system is updated for customer ease of use and system accuracy.
17. Assist with Content Management System Development.

This critical role shall be based out of DNREC's Central Office and shall provide daily support to DNREC staff. The Liaison shall be embedded to ensure that a system/solution subject matter expert is on-hand to ensure superb customer service and quick resolution to system issues and needs. Liaison shall be very qualified to handle day-to-day inquiries related to the system. Liaison is "Embedded", but will clearly be an employee of the Vendor and at no time shall the Liaison be considered an employee of the State of Delaware. Liaison is an independent contractor and Vendor is fully responsible as stated in this Request for Proposal under Section V. Contract Terms and Conditions, "Independent Contractor". **The Liaison shall be dedicated to support the State of Delaware's contract only.**

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Liaison shall be on-site during business hours and Vendor shall provide a secondary Liaison (trained on Delaware processes and procedures) support person for vacations exceeding five (5) business days or long term sick leave/absence exceeding five (5) business days. In the event of staffing transitions, at no time shall a dedicated trained Liaison be unavailable or off-site for more than five (5) business days. All Liaison's shall adhere to the standards included in this RFP. Exceeding this standard shall result in Liquidated Damages *in addition* to hourly reimbursement of DNREC staff required to fulfill the Liaison role during the absence period. Billing for Liaison shall be included in Vendor's proposal and submitted pricing. Payments shall be paid to awarded Vendor, not direct to any Independent Contractor.

m. Marketing Functions

DNREC requires Vendor marketing initiatives that support cross-promotion of products and services; this can be through individual Vendor website channels; however DNREC requires a robust cloud based solution that has state of the art branding and exciting look and feel through graphics, photos and ease of use for users.

Advertising and promotions are an important aspect of sustaining and increasing park visitation. Vendor shall work in partnership with DNREC to promote marketing efforts to increase visitation in the parks and campgrounds. These efforts shall include but are not limited to: knowledge of promotions and special offers, co-op advertising, programs, events, and discount application.

Vendor shall work directly with DNREC on analytics analysis, demographics, social media, blogs, and target opportunities/goals to increase visitation and revenue for the State of Delaware.

2. VALUE ADDED OPTIONS (not mandatory under the terms of this RFP; however, special consideration may be given to a vendor that can provide maximum services/solutions; Vendor shall include pricing for any solutions offered)

a. Unmanned/remote system capability and mobile device system capability

- Daily Entrance/Parking fee collection
 - DNREC currently uses fee attendants, automated Parkeon collection machines and iron rangers for fee collection
 - DNREC is seeking a solution for daily vehicle entrance payment (does not include annual passes or surf permitting) to reduce long lines and provides speed of payment processing while in the line. Vendor shall provide flexible payment processing (to include mobile device payment options – similar to card scan/drive thru technology with portable printed tickets).
- Access Codes for cabins, cottages and yurts
- License plate number recognition software

b. Cross Promotion of Services and Amenities

The system shall have the capability of providing expanded customer service/cross promotion and include information such as, but not limited to: campsites and destinations either in the same campground or nearby based on information provided. System shall be able to do searches and/or queries for dates, activities, tickets and attractions, such

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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.

c. Third Party Reservation Service Partnership

Vendor shall partner with third party reservation services such as Travelocity, Bookings, and Trivago booking and discount services in conjunction with software provided.

d. Dynamic Pricing

Surge pricing, demand pricing, or time-based pricing to set flexible prices for reservations and/or POS functions based on market demands.

e. Electronic Data Entry Forms and Registration

DNREC is interested in a web-based solution that includes but not limited to easily integrating existing and new forms essential for the collection of information for products, services and amenities. Ideally, the system can maintain a customer profile to efficiently, securely and conveniently allow transactions of multiple products, services and amenities. In some instances an output will be produced. An example of this type of service would be **Summer Camp Registration, Pet Forms (includes rabies vaccinations) Special Event or Outfitter Permit forms**. Also requesting electronic signatures and check-boxes for acceptance (such as a waiver).

f. Address Validation for all POS Shippable Products

DNREC is interested for any storefront or mandatory shipments of passes or permits that address validation be part of the software package. The ability to verify if addresses are correct is critical to ensuring efficiency of shipments and reducing customer requests for incorrect addressing input into the system.

g. Camps/Robust Programming Registration/Reservations and Tracking

DNREC provides multiple and diverse programs, events and day camps statewide several times a year for school age children. Extensive documentation is required for each day camp registration. A customer direct web-based portal shall include, but not limited to providing day camp registration on-line and in the park offices.

Customers shall have the ability to register for singular and multiple activities for one person or a group. The integration of all other products and services available through multiple sales channels (online, call center and State Park field locations) is encouraged. The solution shall have the ability to create discounts, vouchers, issue refunds, and should receive/process and track redemptions.

DNREC is interested in programming software for robust programming offered within Delaware State Parks (i.e. tours, lessons, interpretation offerings, etc.). DNREC would like to increase participation in overall programs offered within Delaware State Parks, as well as have reliable and enhanced tracking/reporting. DNREC would provide schedule information to Vendor so that on-line reservations would be made available.

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Tracking/reporting for this function should be robust to provide customer data, capacity data (showing full classes or remaining openings), special needs (i.e. ADA), age and other specific information related to the camper or customer/group, or other available tracking and reporting information that would benefit and increase programming participation.

Vendor's submitted option should include payment processing and invoicing as stated herein.

Vendor shall ensure data security are the highest Personally Identifiable Information (PII) standards for securing sensitive information on youth. Features shall include the ability to communicate with camper parents and people registered for events.

All Programming solutions should allow combining "bundling" of registration with other purchases as one transaction such as a program registration with a camping reservation.

Additionally, communications with registrants via email, text, "Robo" call for updates, cancellations, emergencies, and/or post-stay surveys would be required.

h. Point of Sale Retail Storefront (On-Line Store)

DNREC is very interested in its Retail Operations competing in the online marketplace. Online sales and tracking would be required as included in the POS Retail section of this RFP, as well as payment and billing requirements and security measures. Included services would be online ordering similar to Amazon or other online retail providers. DNREC would also like fulfillment for all online services to be provided by the Vendor or their third-party subcontractor.

i. Driver's License Scan and Information Technology

DNREC is interested in driver's license scan technology and/or driver's license number "look-up" to increase speed of customer information being input into the system. Data from driver's licenses should be able to populate system fields.

j. Campground and Day Use Area Security Management

DNREC is interested in improved security options for Campground and Day Use Areas that are affiliated with the Campground Reservation and Park Entrance software solution. Examples include, but are not limited to:

- Security Arm with code, scan technology (barcode) or overhead license plate recognition
- License Plate recognition software to be utilized by Enforcement staff to ensure annual pass and surf permits being utilized are valid

The concept is for the vendor to integrate new technology into the overall system.

k. Marina Management System

DNREC owns two marinas. Summit North Marina, in Bear, Delaware, is operated by a private business under a long-term operating contract. Indian River Marina, in Rehoboth

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Beach, Delaware within Delaware Seashore State Park, is operated by DNREC utilizing software from MarinaOffice and QuickBooks. DNREC would prefer to operate all of its facilities and programs under a single integrated management system. While the Indian River Marina operation is not part of the mandatory requirements, DNREC is interested in the vendor's proposal to provide marina operations management as part of the integrated park management solution.

The Indian River Marina offers: in-water boat slips, dry-stack storage with scheduled in/out service, transient slips, fuel services (diesel and gas), a small ship's store, and winter storage (land and dry-stack). An integrated solution would include reservation management, dock utility management, launch/haul scheduling, boat yard service/maintenance, billing, payment collection, occupancy tracking, fuel management, and government enterprise fund accounting with data link to the State general ledger account records. The Marina may be interested in the software "Marina Office by Scribble", or an equivalent.

Modules utilized in the marinaoffice.net system are: Marina Office, Pure Retail, Launch Office, Pure User, and Map Designer.

G. ADDITIONAL SPECIFICATIONS AND TERMS REQUIRED:

1. FUNDS COLLECTED/RECEIVED:

DNREC requires a web-based solution that includes but is not limited to processing credit card, cash, checks, gift cards, deposits, coding for operation units, programs, funding sources and an interface with the State of Delaware's financial system (PeopleSoft), integrate across functions, chart of accounts matching state system, transaction audit capability and compliance with Government Accounting and Standards Board pronouncement.

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

- a. Vendor will deposit all revenues collected from all fees daily; including but not limited to camping cancellation fees, camping, ticket sales and other services and activities into an account specified by DNREC. Deposit information will be available through the system on a daily, weekly and monthly basis for DNREC reconciliation. The Vendor will track revenue by identification number, by individual, park and by DNREC revenue code for reporting to the DNREC accounting clontact.
 1. Vendor shall provide reports necessary for DNREC to reconcile their bank account and provide access to credit card batch settlements/park revenue reports for documentation of deposits into the DNREC owned bank account as needed/requested.
- b. All checks received by the Vendor 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.

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- c. All credit card transactions made by both the Vendor and DNREC staff 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, DNREC's central office, call center and internet. The Vendor will utilize the bank and account and the credit card processing company identified by DNREC and State Treasurer for all credit card verifications, deposit and transaction services.

VENDOR SHALL ADHERE TO State of Delaware Merchant Services Agreement for Credit Card Processing (currently found at:

http://contracts.delaware.gov/contracts_detail.asp?i=3682)

- d. DNREC 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 Vendor will accept, as payment, personal checks drawn on U.S. accounts, Canadian checks made payable in "U.S. Funds", travelers' checks, money orders, and certified checks. Promotional coupons and discount offers are also utilized by DNREC and must be accepted through Internet, field staff and call center.
 - 2. CREDIT and DEBIT 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 Vendor'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 Vendor 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 Vendor 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 Vendor's system, the Vendor will be responsible for calling customers with credit card declines at no cost to DNREC. If the failure of online verification is caused by reasons other than the failure of the Vendor's systems, DNREC will pay for the costs of calling customers with declined credit cards.
 - a. The State of Delaware reserves the right to select or remove brands of credit cards accessible for customers to purchase park products and services available in the system.
 - b. 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.
- f. PAYMENT INFORMATION: The Vendor must ensure that its employees accept only properly and fully completed information for all methods of payment. Full and complete

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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 Vendor.

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

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 Vendor has no control, then the losses shall not be the responsibility of the Vendor. DNREC 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 Vendor will constitute "payment" for the reservation and the reservation will be confirmed. The Vendor will not be liable for non-sufficient funds (NSF) checks. DNREC 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 Vendor 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.

- g. BANKING:** All customer checks received by the Vendor 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 Vendor should contact DNREC before processing the reservation. All checks should be inspected for accuracy, batched and deposited in the appropriate bank account.

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

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

Report of Receipts: The Vendor 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 DNREC.

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

- h. Additional financial requirements and information** Financial Appendix G – FINANCIAL INTERFACE AND INFORMATION

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2. REFUND ACCOUNT:

- a. Vendor shall maintain a checking account to issue refunds from payments made by check. The Vendor shall issue refunds in accordance with DNREC policies and procedures upon receipt of written approval from DNREC. The Vendor will periodically invoice DNREC to replenish this account. Documentation of refunds must be submitted prior to approval by DNREC and payment by Vendor. Documentation shall contain name, address, date of cancellation, amount to be refunded, reservation ID number and a brief explanation.
- b. Refunds made by credit card shall be processed in accordance with credit card processing procedures and DNREC policy and procedures on refunds. Credit card refunds will be issued from the DNREC account as established in Funds Collected/Received section as stated herein.

3. ACCOUNTING PRINCIPLE:

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

4. INTEREST PAYMENTS:

Any payments which become due from the Vendor to DNREC and which are not paid on or before the due date shall be subject to an interest penalty of twelve (12) percent per annum until paid, computed from the due date. When a late payment is received, the Vendor shall be billed the amount of interest owed. This provision is in no way a waiver of the Vendor's obligation to make payments when they are due.

5. SOLUTION/SYSTEM UPDATES, UPGRADES, TESTING AND FUNCTION:

- a. Solution shall be HTML5 or higher based system.
- b. Vendor shall immediately notify DNREC of "link" changes on their web sites, including after updates are accomplished. Example would be to create 301 redirects to cover the overlap between Vendor change and the time that DNREC can apply update changes to their website.
- c. Any new releases or minor upgrades to the software should be made available to Delaware State Parks. These shall be covered as normal maintenance items.
- d. Major upgrades shall only be released during a low peak period or upon approval by DNREC. For purposes of this Contract, DNREC shall solely classify a major vs. minor upgrade. Vendor shall ensure that Delaware approves how charges are applied, implementation of updates/enhancements and legacy compliance (contract fees for new activities or services incorporated into the system within the contract period shall be negotiated prior to incorporation into the solution/system; every effort will be made to offer the best pricing for like services currently charged.)
- e. Scheduled maintenance resulting in downtime can occur no more than two (2) times monthly with a minimum of 48 hours' notice and scheduled between 12:00 AM and 5:00 AM Eastern time unless otherwise agreed to in writing by DNREC. Scheduled

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maintenance that conforms to this standard shall not be counted as downtime. All maintenance (routine or otherwise) must be scheduled and approved with DNREC prior to initiating. Online messaging shall be displayed for customers utilizing the system of the downtime and estimated time of bringing the system back on-line. Maintenance that falls outside of the standard above shall be applicable to Liquidated Damages included herein.

- f. Emergency maintenance resulting in downtime can occur no more than once monthly with notice (DNREC shall be notified by the Vendor before such maintenance occurs) and shall not exceed a total of two (2) hours in duration. Emergency maintenance that conforms to the performance standard shall not be counted as downtime.
- g. All System/Solution backups shall occur nightly. Vendor shall provide an automated confirmation in non-technical language that the backup occurred successfully and provide a backup job log.
- h. The Vendor shall fully test all elements of the System software, including enhancements or “debugging” before it is released. Requested changes must not adversely alter or affect other elements of the solution/system. The Vendor shall possess a comprehensive test/acceptance environment (“UAT”) that mirrors the structure and functions of the production environment and operate with no effect on the production environment (e.g., data, processes, response time). Test Environment (“UAT”) shall include all applications and processes in that environment. Downtime shall only be calculated when formally in UAT (time period mutually agreed upon between Vendor and DNREC). Vendor shall update UAT's configuration data with production data. Configuration data and functional updates are performed prior to any testing period.
- i. The Solution/Software must be warranted to perform as advertised, demonstrated and presented.
- j. Systems and resources shall be monitored by the Vendor to ensure they will be available when needed. Monitoring reports (consisting of measures agreed upon in writing) shall be provided to DNREC by 7:30 AM Eastern Time each day unless otherwise agreed to in writing by DNREC.
- a. Any software “bugs” which appear in normal operation will be corrected at the sole expense of the Vendor. Any modifications to the source code are the responsibility of the Vendor. Liquidated damages shall apply for system downtime, outages or failures. "Downtime and Outages" are defined as system/solution users or customers being unable to perform customary functions within the system (such as, but not limited to: making reservations, processing transactions, cash drawer management, checking facility availability, managing facility or site holds, looking up park information, setting up vendors or products, changing product prices, performing product inventory management tasks, researching customer and financial information, reviewing/processing system or ad hoc reports, etc.) Failure for users or customers being able to perform functions in the system/solution shall be tracked and reported by the Vendor monthly invoicing. Damages as stated below shall be clearly identified on the invoice and shown as deductions off of invoice billing. Vendor shall process a Damages report and submit to DNREC monthly to identify instances of KPM failures, timeline of the failure, resolution, liquidated damages amount calculation with time and

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dollar value. Downtime that is not attributable to the Vendor's system/solution action or inaction (i.e. DNREC equipment or network failure) is excluded. Downtime attributed to an approved maintenance update or upgrade is excluded unless approved timeline is exceeded. Downtime and Outages lasting longer than two (2) hours require DNREC management team notification from the Vendor. Repetitive "off-line" or Downtime which requires lengthy or repetitive sync when the system becomes available are considered applicable to damages, at the discretion of DNREC. Individual facility outages shall only be billed for hours in which the facility operated on the date of the outage.

- b. Vendor shall ensure accuracy for all services, applications and solutions included herein. In the event of a Vendor and/or their system error, the Vendor shall be responsible for reimbursement to DNREC, third party agents and its customers. This shall be in addition to any applicable liquidated damages.

6. INTERNET MAPPING:

As a portion of the system, Delaware State Parks has campground maps in PDF format available to the public on the internet through the Delaware State Park portal. Vendor shall provide maps as a tool for customers to check location, amenities and availability of campsites when using the Internet-based reservation system.

The Vendor will utilize these internet based maps (or work with DNREC to create new state-of-the-art mapping, preferably using ESRI GIS or compatible software) to function as follows:

- a. DNREC currently utilizes ESRI GIS, so Vendor shall offer the same or compatible solution.
- b. They will be accessible from DNREC website and the Vendor's website (if applicable).
- c. 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.
- d. 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).
- e. The campground maps will display campsite locations (with icons and numbers) as well as showers, restrooms, pavilions, and other facilities.
- f. The user will be able to click on each campsite in order to get a detailed description of amenities on the site. These detailed descriptions shall allow for multiple photo options of each site.
- g. User will be able to check availability from this screen either via a link or other means.
- h. Mapping updates to the system shall be easily accomplished and "quick-turn" for customer and park staff ease of use.

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- i. Allow for interactive mapping that allows customer to search/filter inventory by multiple criteria; maps shall display site specific data and site photographs

7. SYSTEM DATA USE:

System 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.

8. TAXES AND PERMITS:

The Vendor shall pay all State and Federal taxes and/or license fees which may be imposed or legally chargeable, and, obtain all necessary permits and licenses at its own cost and expense as a result of operating as part of the services. 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.

9. SECURITY AND BACKUP:

- a. Vendor shall be responsible for security of its equipment, software and any credit card services while contracting with DNREC.
- b. Vendor shall provide documentation of internal and external security controls, and their compliance level to industry standards annually.
- c. Vendor shall ensure that 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. CLOUD AND EXTERNAL HOSTING:

- a. Vendor shall follow the non-negotiable terms and conditions and Statement of Work as directed by the Department of Technology and Information (DTI) included herein.
- b. The Vendor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The Vendor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The Vendor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI) published at:
<http://dti.delaware.gov/information/standards-policies.shtml>.

If any service, product or deliverable furnished by a Vendor(s) does not conform to State policies, standards or general practices, the Vendor(s) shall, at its expense and

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option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

- c. The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Vendor is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT, attached, and made a part of this RFP. Vendor employees, individually, may be required to sign the statement prior to beginning any work.

- d. As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the Vendor is guaranteeing that any system or software meets or exceeds the Top 20 Critical Security controls located at: <http://www.sans.org/critical-security-controls/>.
- e. It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.
- f. Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.
- g. Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.
- h. All vendors shall be responsible for complying with the Terms and Conditions for Cloud Providers and External Hosting listed in Appendix I. Vendors must complete and submit Terms and Conditions Agreements with their response.

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11. TRANSITION PLAN:

Both the Vendor and DNREC recognize the eventual contract conclusion, whether by early termination or by expiration of the contract term. Both parties shall agree to an orderly and timely transition of the delivery of services. Vendor shall submit a Transition Plan (within fifteen (15) business days upon request) to clearly define and detail the transition of the system data and DNREC assets. The plan shall include all necessary actions and their associated timelines:

- At the appropriate times, per the transition plan, the Vendor shall execute the activities defined in the transition plan, seek and accept coordination from DNREC regarding transition efforts and provide regular status to DNREC on the transition to a new Vendor. DNREC will provide a timely review of each deliverable from the transition plan to ensure it fulfills the requirements.
- The plan shall include the following activities and all parties shall agree to a coordinated, collaborative and timely execution of these activities, to commence no later than agreed upon period of time before the contract completion date or at the time of a written notice of termination:
 - Inventory of DNREC's Assets and Services
 - Inventory of Custom Materials
 - Inventory of Contracted and Sub-Contracted Services
 - Transfer of Data (all customer, sales and reservation data)
 - Software Inventory
 - Hardware Inventory
 - Disaster Recovery Procedures
 - Disposition of Documentation
 - Deactivation of System
- Failure of the Vendor to perform a timely transition shall result in liquidated damages as described herein.

12. TRAVEL

All travel and per diem shall be included in the contract pricing. DNREC shall not be responsible for Vendor's travel expenses.

13. VENDOR PRESENCE IN DELAWARE:

Vendor shall ensure timely responsiveness to inquiries and the ability to have a physical presence in Delaware. Division requirements such as system support, face to face meetings, training, and/or other relevant activity determined by the Division shall apply. Vendor's subcontractors shall also adhere to this Activity guideline.

14. DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN:

Vendor shall provide a Disaster Recovery Plan and Center. For catastrophic events that may shut down or impact Vendor's operations, all solutions and support functions shall be transferred to an alternate site to bring services back on-line. In the event of a disaster or catastrophic event, services shall be down for no longer than twenty-four (24) hours.

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Vendor shall transfer all operations to the Disaster Recovery Center and follow their Disaster Recovery Plan. The Disaster Recovery Center shall provide the same service platform and functions as the Vendors standard operations and shall meet all terms and conditions described herein. Vendor shall notify DNREC within one (1) hour of determination of a disaster occurrence.

Vendor shall develop a Disaster Recovery and Business Continuity Plan in accordance with agreed upon specifications. The Plan shall be submitted prior to "Go Live" of the system/solution/services and shall be updated and submitted annually or more often if needed. A test of the Disaster Recovery Plan shall be conducted annually and the test results shall be included in the annual plan update.

15. SOFTWARE AND SYSTEMS VERSION:

Vendor shall provide DNREC the most up-to-date and current version available for software and system provided under this Contract. At no time shall DNREC's system become antiquated or dated as that is not in line with DNREC's goal of competing in industry leading standards.

16. DATABASE AND DATA OWNERSHIP:

- a. Vendor's application source code and documentation, together with all updates revisions, and any other intellectual property necessary for system use by DNREC, shall remain the intellectual and tangible property of the Vendor.
- b. DNREC shall retain title to and all ownership rights to DNREC data but grants Vendor the right to access and use DNREC data for the purpose of complying with its obligations under the contract.
- c. Unless otherwise specified in the contract, all materials, deliverables, or any other work developed by Vendor pursuant to the contract ("Work Product") shall be owned by DNREC. DNREC shall have all rights, title, and interest including ownership of copyright, in and to the Work Product and all copies and derivatives of the Work Product. To the extent such Work Product is not considered a "work for hire," Vendor hereby assigns to DNREC, for no additional consideration, all independent Contractor's rights, including copyrights, in all Work Product prepared by Vendor pursuant to the contract. At no cost to DNREC, Vendor shall (a) deliver to DNREC, upon DNREC's request during the term of the contract, or at the expiration or termination of all or part of Vendor's performance under the contract, a current copy of all Work Product in the form and on the media in use as of the date of DNREC's request, or as of such expiration or termination, as the case may be; and (b) upon the expiration or termination of the contract, destroy or erase all other copies of Work Product in Vendor's possession.
- d. Vendor shall give DNREC 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 Vendor and DNREC 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 DNREC. No files shall be purged without the written approval of DNREC. Vendor shall not use state park reservation related databases for any other purpose than to

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administer DNREC's contracted solution system or related services approved by DNREC. Vendor shall provide capability of bulk data transfer as requested in csv. or other type of file that can be exported to MS Excel (current industry version) or other common use system for review and use. Data extract shall be provided via secure transport or secure interface connection and in a standard data transfer format that will allow import into a supported State hosted data management system. The Vendor shall retain DNREC data stored for 180 days after expiration or termination of the Contract so that DNREC may extract the data. At the end of the 180 day retention period, Vendor shall in accordance with the State Data Usage Policy located here: <https://webfiles.dti.delaware.gov/pdfs/pp/Delaware%20Data%20Usage%20Terms%20and%20Conditions%20Agreement.pdf>

17. INSOLVENCY:

In the event that the Vendor should become insolvent for any reason whatsoever, or make an assignment for the benefit of creditors (as allowed by DNREC), or have a receiver appointed, or should it be declared bankrupt under the laws of the United States or should a petition of or reorganization or rearrangement be filed under the bankruptcy laws, DNREC shall have the exclusive option of continuing with the Vendor 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 Vendor or its successors or assigns (as allowed by DNREC) or trustee in bankruptcy under the terms and conditions of the contract until such period of time as is necessary to replace the software, products, materials, reports, services, or immediately terminating the contract.

18. ACCOUNTING AND REPORTS:

Vendor shall maintain proper and complete books and records of accounts of its operation under the Contract granted. Internal control procedures implemented by the Vendor shall be adequate to ensure that all revenue is accounted for and recorded. All receipts of any nature from the operation of this Contract provided by the Vendor shall be immediately and properly recorded. Vendor shall permit DNREC or its authorized representatives to examine and audit financial records relative to this Contract at any reasonable time during normal business hours, after giving the Vendor two (2) weeks' notice of the date and time of such examination and audit. Vendor shall retain these financial records for a period of five (5) years beyond the termination of this Contract, unless earlier disposal is approved by DNREC in writing.

19. OPERATING SCHEDULE:

Delaware State Parks and Agents operate year round (peak summer, summer, shoulder and off-season). Some campgrounds and retail operations have restrictions and site closures in the off season, however most are open in some capacity. Vendor solution and support functions (unless otherwise specified herein) shall be required and available all year, twenty-four (24) hours a day, seven (7) days a week.

20. EMERGENCIES:

The Vendor and DNREC or their designated agent(s) shall be available by phone twenty-four (24) hours a day, seven (7) days a week for emergencies during the entire term of

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the Contract. Information on how to contact the Vendor or their designee is to be provided as part of Vendor's proposal (Attachment 4).

21. DAMAGE TO PARK FACILITIES:

In the event State property or facilities are damaged in any way whatsoever by reason of any act or omission of Vendor or its employees, Vendor shall repair at its own cost and expense the facility or property so damaged. Upon the failure of Vendor to make such repairs within five (5) working days or a reasonable time period agreed upon by DNREC and Vendor, DNREC will repair such damage at the cost and expense of Vendor and deliver a detailed invoice to Vendor which will be due and payable within thirty (30) days of the date of the invoice.

22. PAYMENT CREDIT CARD INDUSTRY (PCI) REQUIREMENTS :

The Vendor agrees that it is their responsibility to become PCI compliant and maintain compliance. For more information related to PCI Security Standards, the following link is provided: https://www.pcisecuritystandards.org/security_standards/index.php

Credit Card processing through Vendor's system shall utilize state of the art security methods to protect customers from identity theft, such as secure cloud tokenization.

Vendor shall provide that their most recent Payment Card Industry Data Security Standard PCI DSS Attestation of Compliance (sample included in Appendix I). DNREC requires that Vendor adhered to PCI Security Standards Council guidelines and recommendation as listed at: <https://www.pcisecuritystandards.org/>

23. QUALITY AND PRICING:

Vendor warrants that all products and services offered by it to the public shall be of the highest quality and consistent with quality specifications provided herein.

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Appendix C – PRICING AND DETAILED REQUIREMENTS EVALUATION

Refer to the Appendix C Pricing Spreadsheet included in this RFP posting available at
<http://bids.delaware.gov/>

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Appendix D – DETAILED DESCRIPTION OF CURRENT OPERATIONS

(Includes Business Rules, Current Fees and Charges and Campground Maps)

Delaware State Parks Minimum Stay Business Rules for 2020:

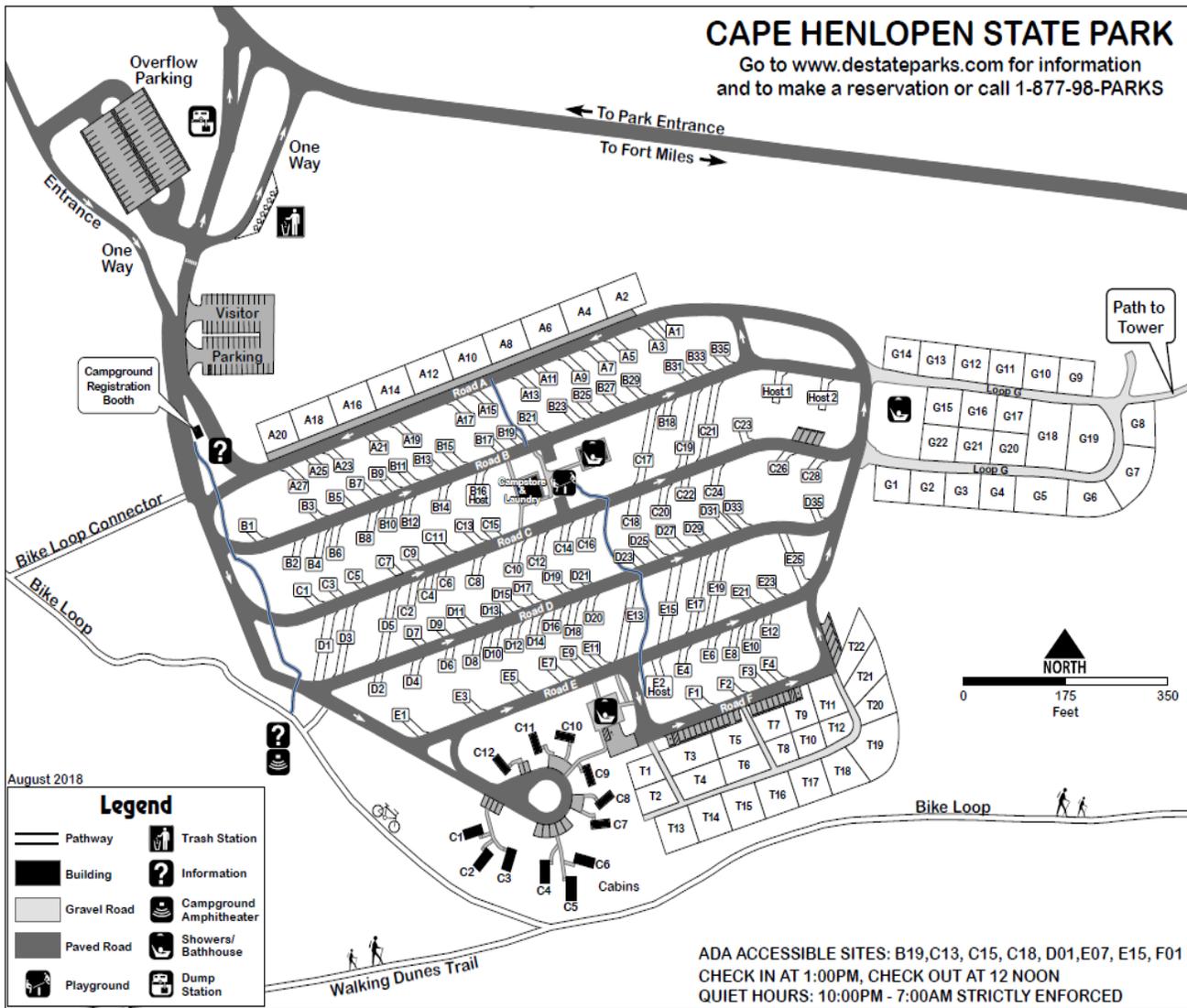
1/1/2020-12/31/2020		http://www.calendar-365.com/2019-calendar.html		DNR Statewide				CHSP	DSSP	IRM	KPSP	LPSP	TPSP								
2020 Stay Restrictions & Seasons Start and End Dates	Season	Setup Notes/sch. #	Start Date	End Date (Last Night)	Campsites	Cabins	Yurts	Cottages	Campsites	Cabins	Campsites	Cottages Sat-Sat	Cottages Sun-Sun	Campsites	Cabins	Campsites	Yurts	Campsites	Cabins	Yurts	
					2 day Min Stay Weekends Fri/Sat	All				X											
2 day Min Stay	All					X			Y	Y	Y			Y						Y	Y
3 day Min Stay Holiday- Christmas Only for IRM Cottages			12/24/2020	12/26/2020				X			Y	Y									
3 day Min stay Holiday - New Years Day Only for IRM Cottages			12/31/2020	1/2/2021				X			Y	Y									
3 day Min stay Holiday - Easter			4/10/2020	4/12/2020	X	X	X	X													
3 day Min stay Holiday - Memorial Day			5/22/2020	5/24/2020	X	X	X	X													
3 day Min stay Holiday - July 4th (no minimum required during mid week; Tues, Wed, Thurs)			7/3/2020	7/5/2020			X														
3 day Min stay Holiday - Labor Day			9/4/2020	9/6/2020	X	X	X	X													
3 day Min stay Holiday - Thanksgiving			11/25/2020	11/27/2020	X	X	X	X													
3-day min stay Firefly festival (Fri, Sat, Sun)			6/19/2020	6/21/2020									Y	Y							
3 day min stay - Race weekend			5/1/2020	5/3/2020									Y	Y							
3 day min stay - Race weekend			8/21/2020	8/23/2020									Y	Y							
7 day min stay - Fri/Fri	Peak Summer		6/12/2020	8/13/2020	X									Y						Y	Y
7 day min stay - Fri/Fri	Memorial-Labor		5/22/2020	9/7/2020					Y												
7 day min stay - Sat/Sat	Peak Summer		6/13/2020	8/13/2020							Y										
7 day min stay - Sun/Sun	Peak Summer		6/14/2020	8/13/2020								Y									
Specified Stay Start (Friday Arrivals)	Peak Summer		6/12/2020	NA-Specified Arrival rule	X									Y						Y	Y
Specified Stay Start (Friday Arrivals)	Memorial-Labor		5/22/2020	NA-Specified Arrival rule					Y												
Specified Stay Start (Saturday Arrivals)	Peak Summer	The last End Date extends into Late Summer season	6/13/2020	NA-Specified Arrival rule							Y										
Specified Stay Start (Sunday Arrivals)	Peak Summer	The last End Date extends into Late Summer season	6/14/2020	NA-Specified Arrival rule							Y										
Specified Stay Start (Blocked Arrival)	New Years Day		1/1/2020	NA-Blocked Arrival rule	X	X	X														
Specified Stay Start (Blocked Arrival)	MLK Jr		1/21/2020	NA-Blocked Arrival rule	X	X															
Specified Stay Start (Blocked Arrival)	Veterans Day		11/11/2020	NA-Blocked Arrival rule	X	X															
Specified Stay Start (Blocked Arrival)	Thanksgiving		11/26/2020	NA-Blocked Arrival rule	X	X	X														
Specified Stay Start (Blocked Arrival)	Christmas Day		12/25/2020	NA-Blocked Arrival rule	X	X	X														
Rolling 1 day min stays within 14 days of arrival	All				X												Y				
Rolling 2 day min within 14 days of arrival	All				X		X		Y		Y	Y		Y						Y	Y

Delaware State Parks Current Fees and Charges can be found at:

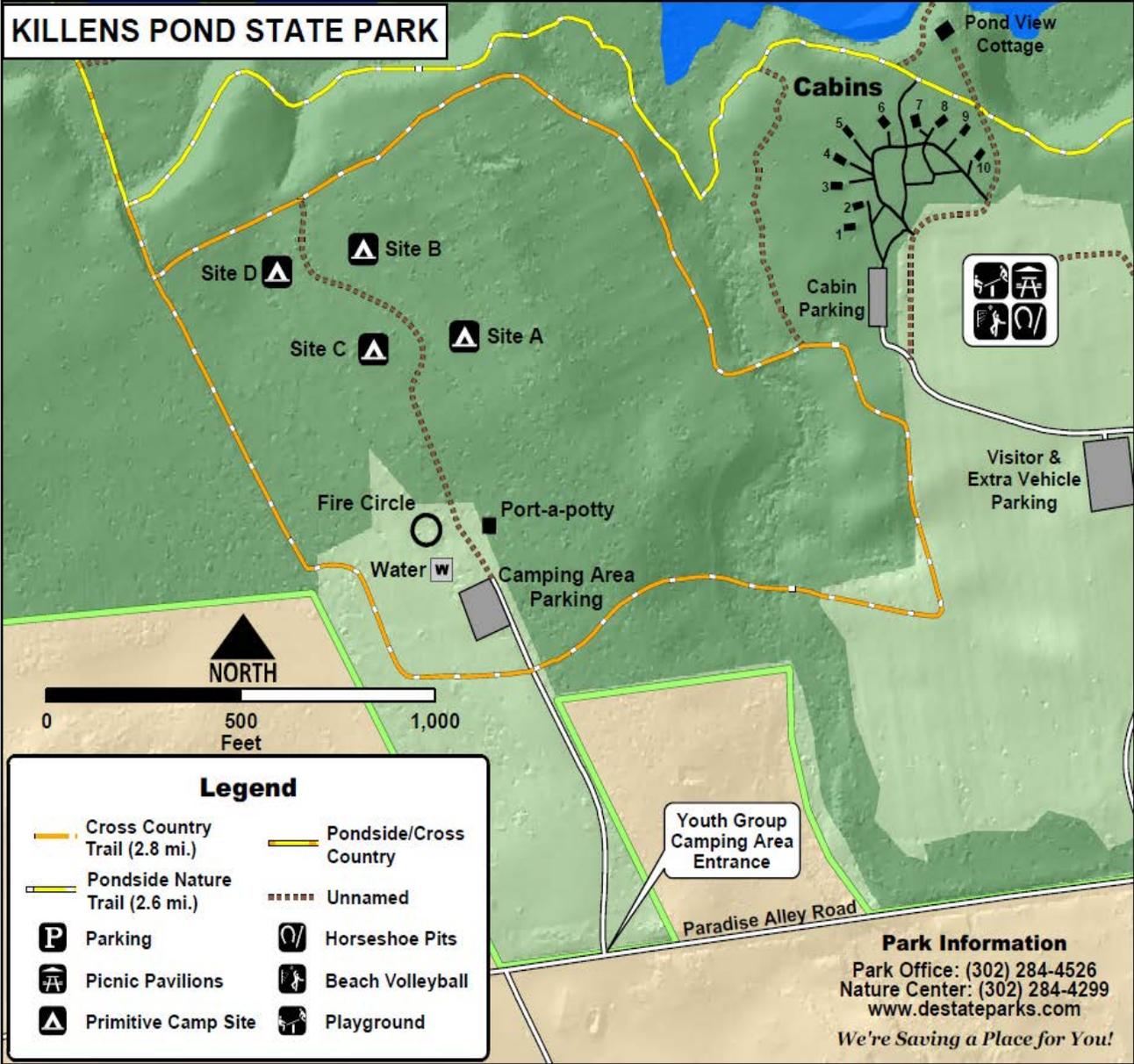
<https://destateparks.com/Know/PassesTagsFees>

Delaware State Parks Campground Maps and Marina Slips

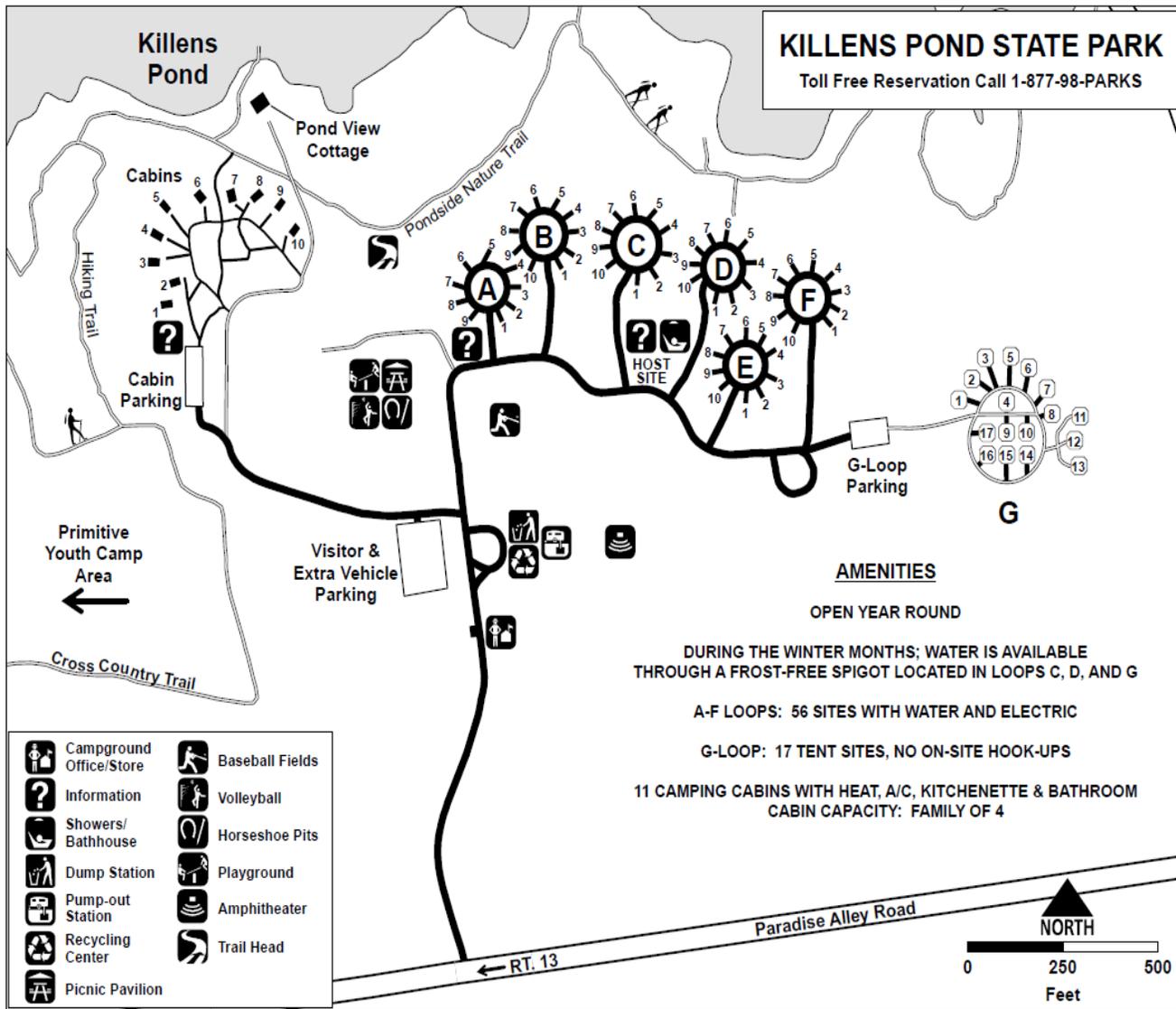
CAPE HENLOPEN STATE PARK



KILLENS POND STATE PARK (Primitive and Main Campgrounds)

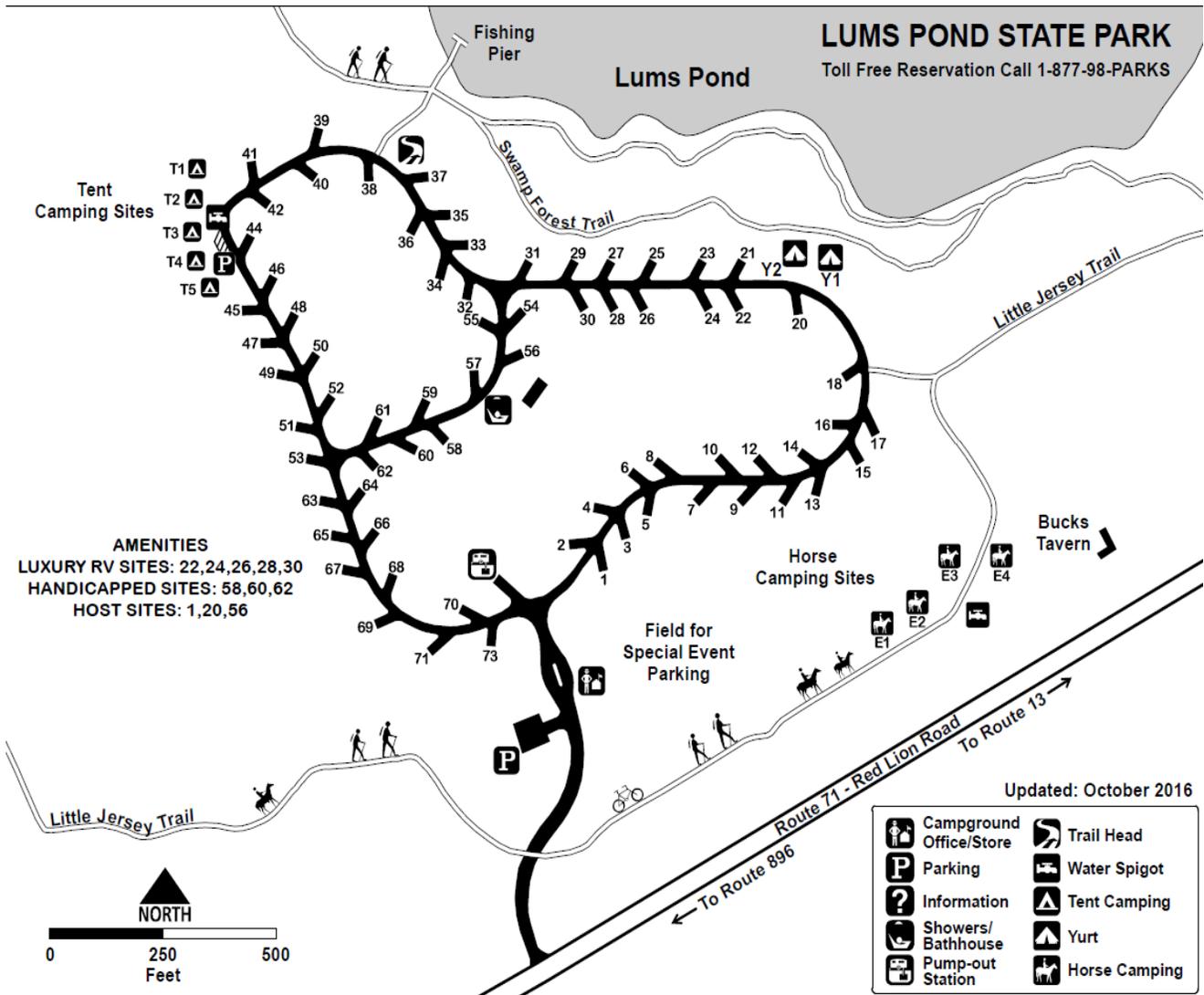


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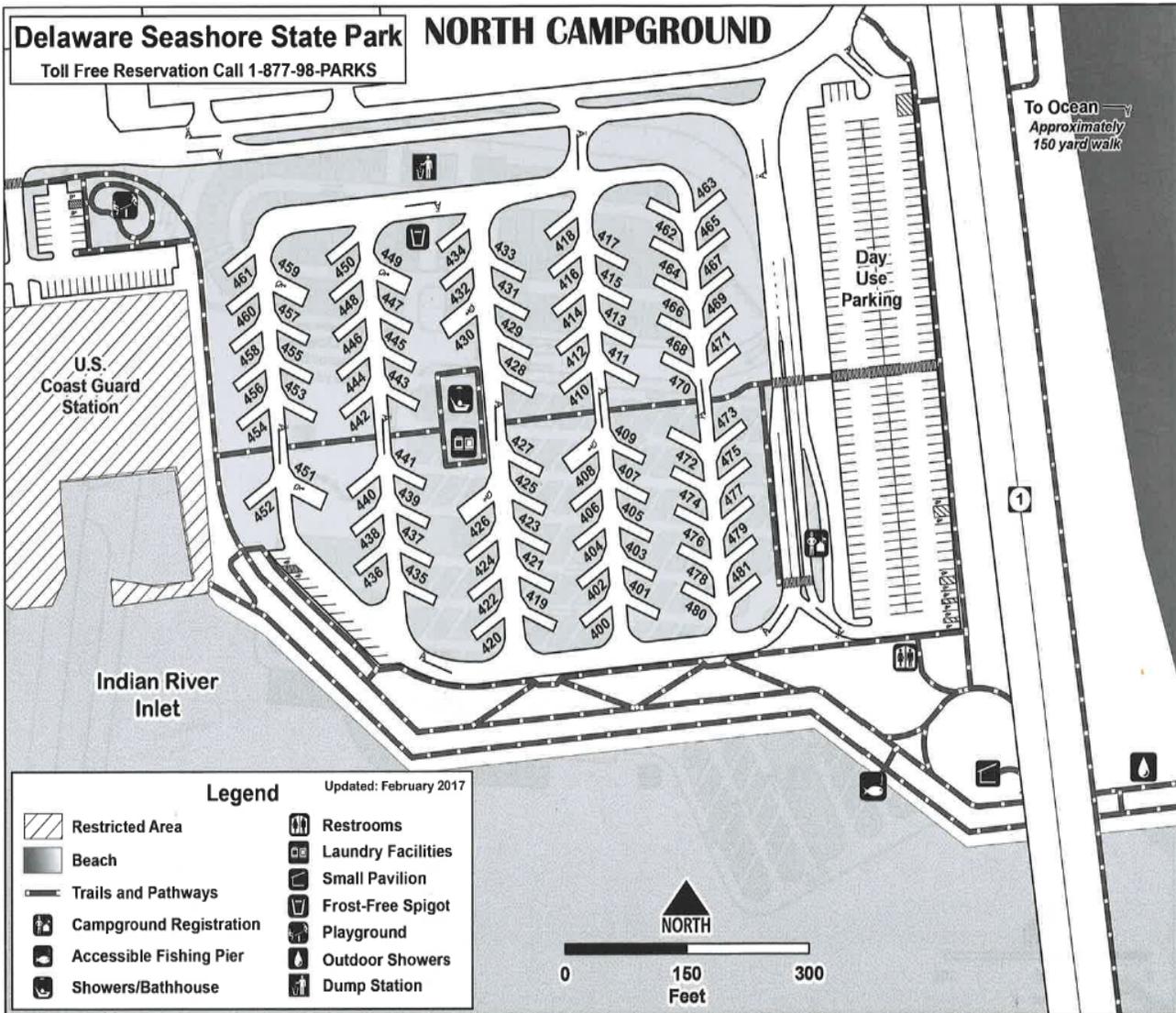
STATE OF DELAWARE
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LUMS POND STATE PARK



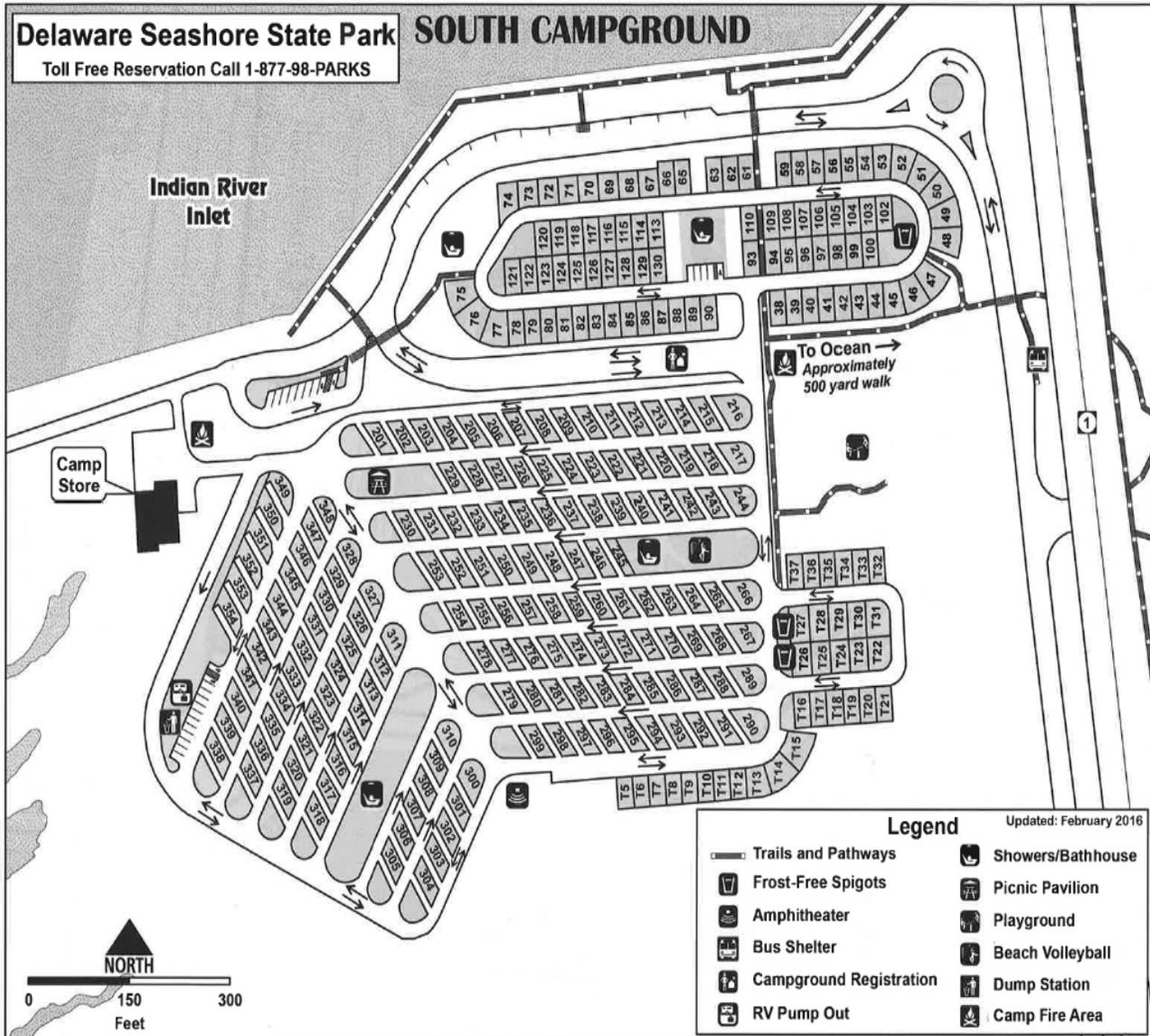
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DELAWARE SEASHORE STATE PARK – NORTH INLET CAMPGROUND



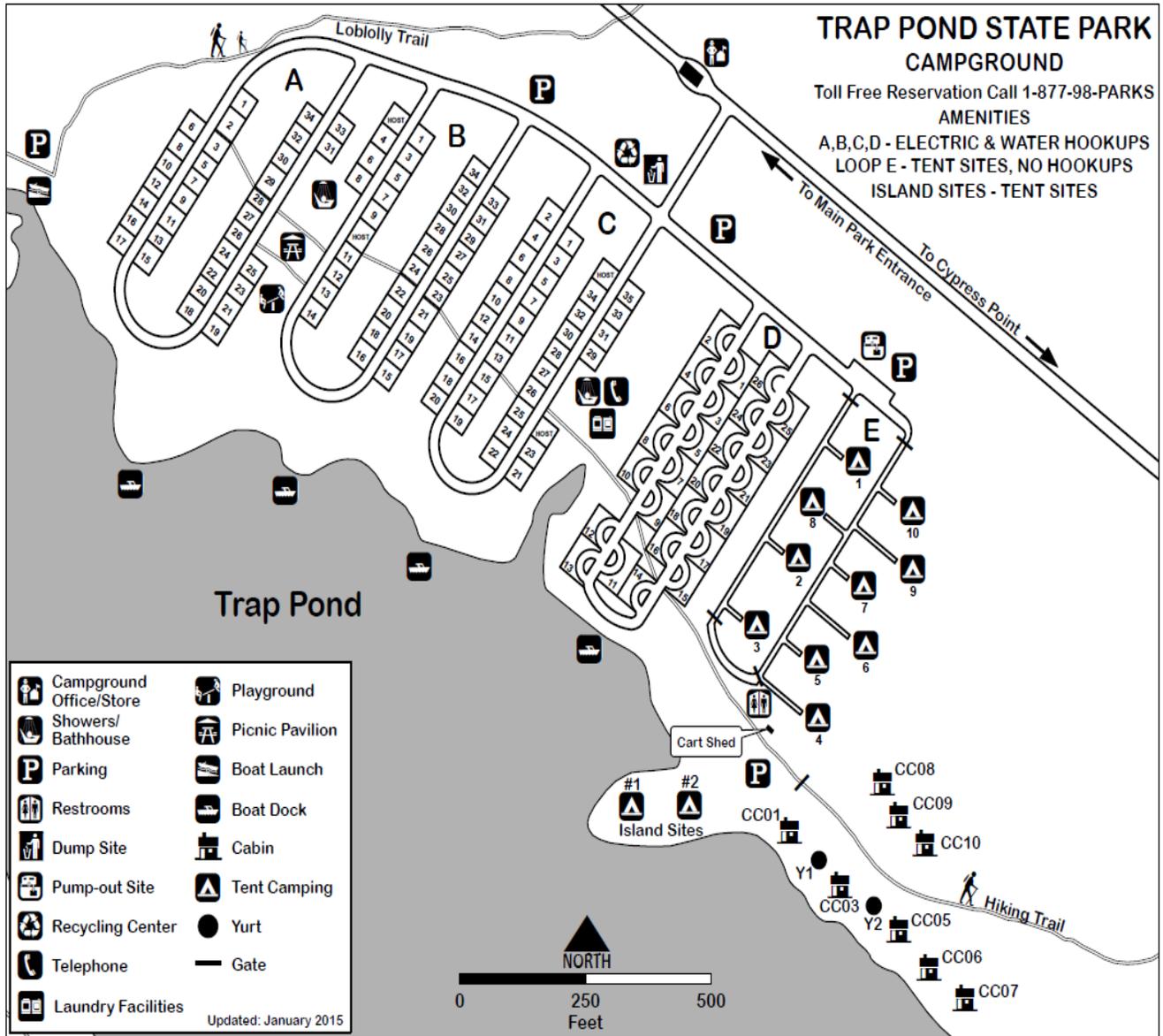
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DELAWARE SEASHORE STATE PARK - SOUTH INLET CAMPGROUND



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TRAP POND STATE PARK

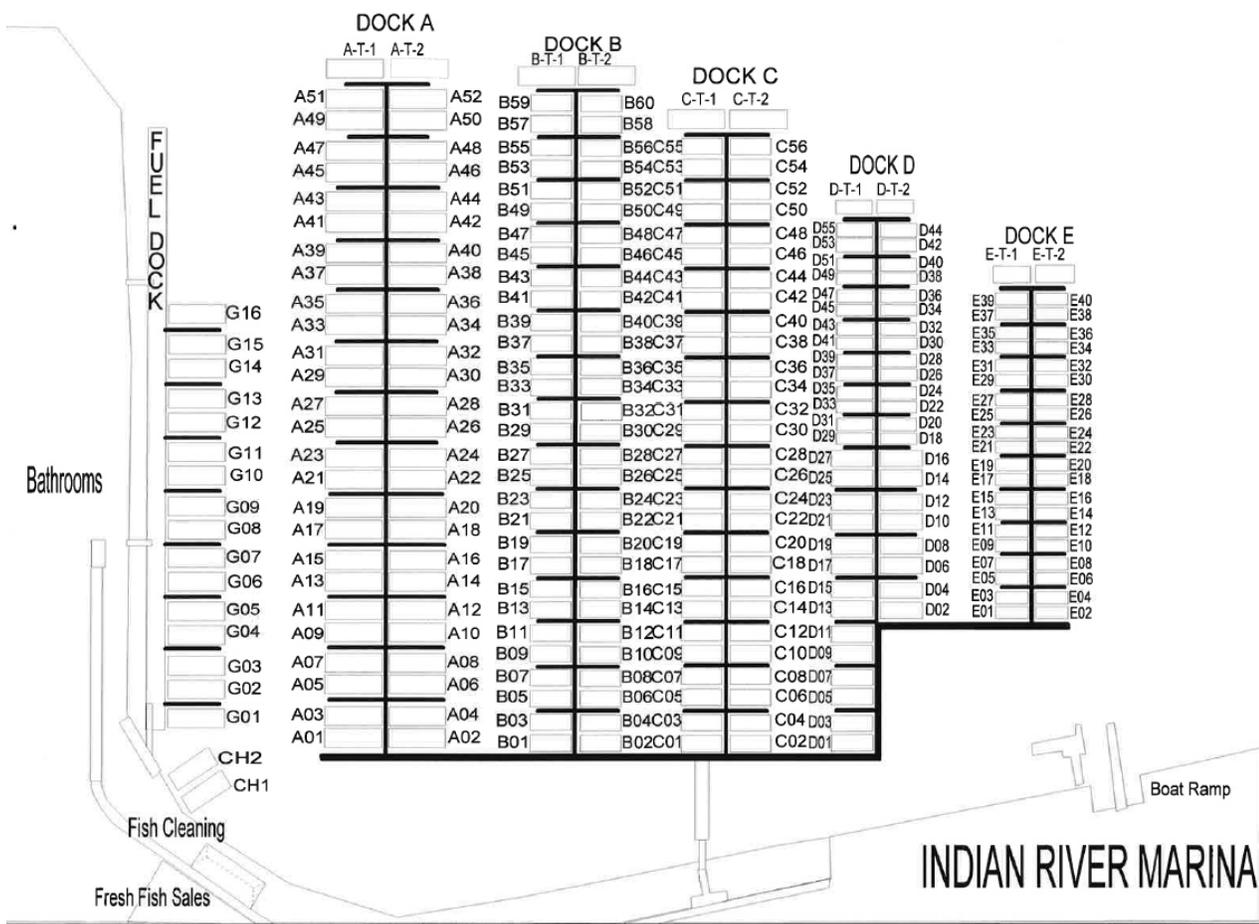


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INDIAN RIVER MARINA SLIP AND MARINA LAYOUT



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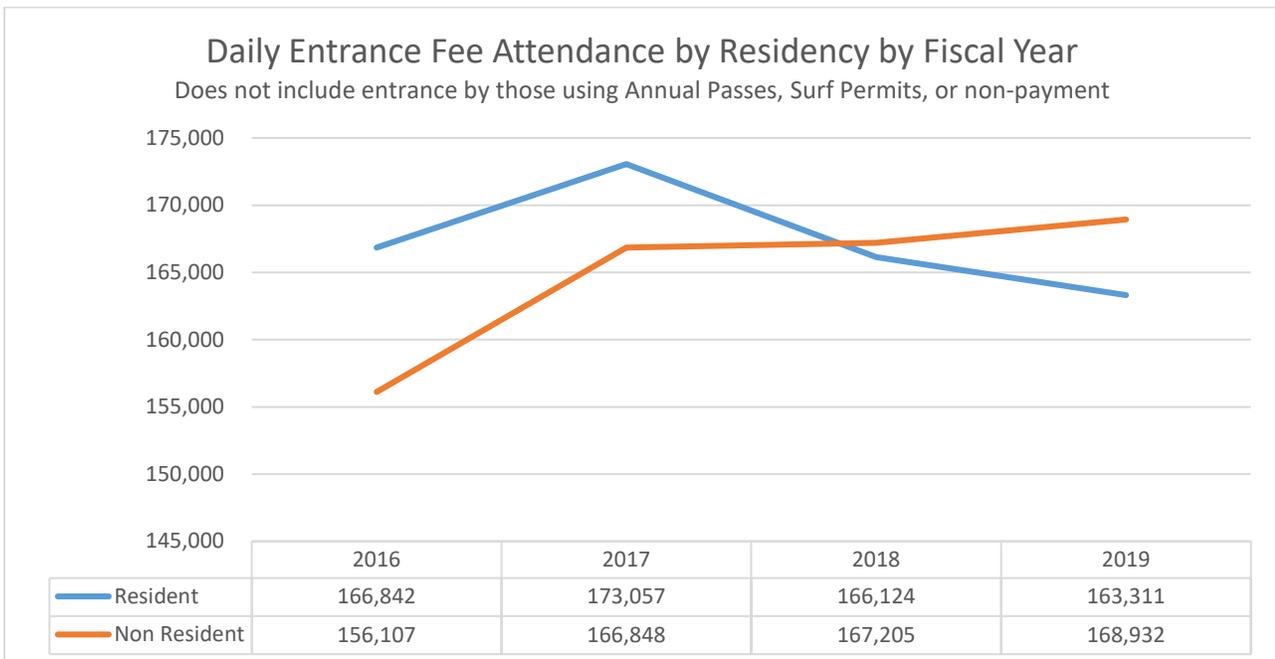
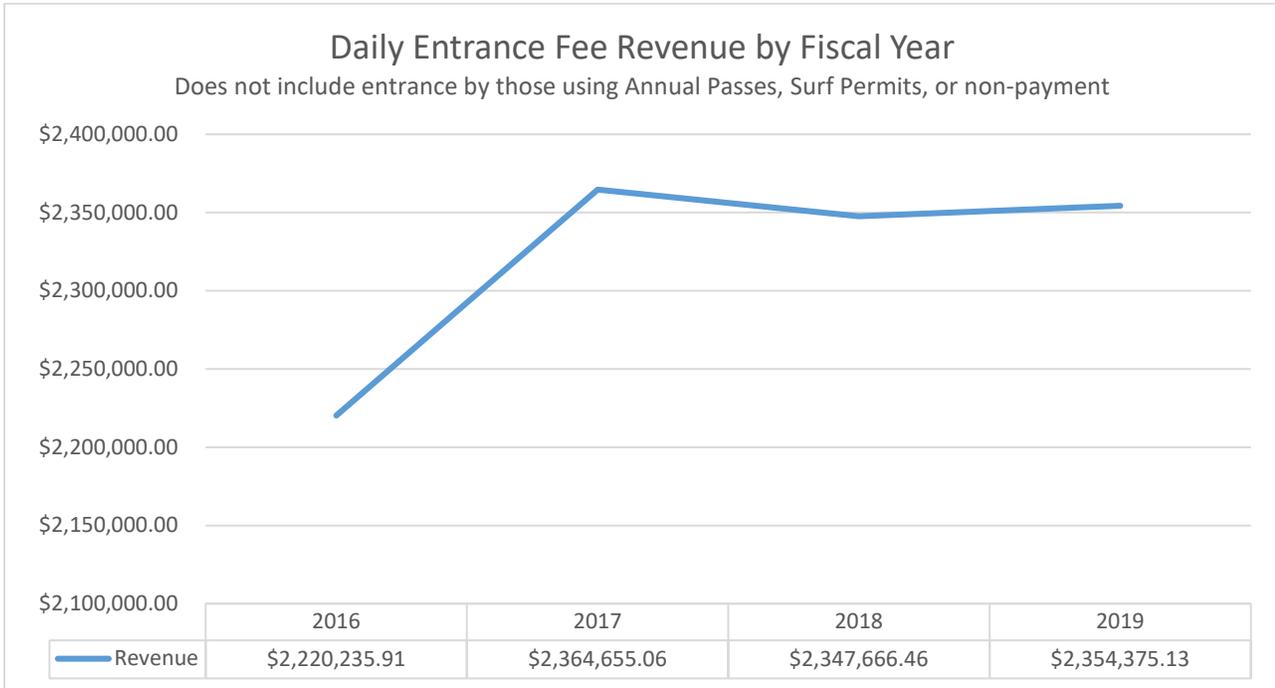


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Appendix E – DELAWARE STATE PARKS CURRENT CONTRACTS AND BUSINESS DATA

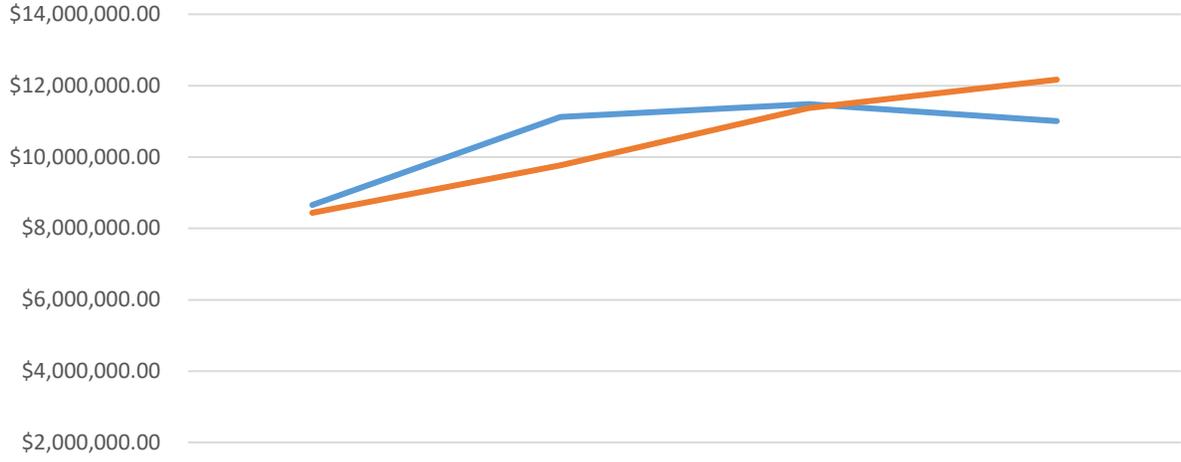
Refer to the Appendix E for Current Contracts included in this RFP posting available at <http://bids.delaware.gov/>

CURRENT BUSINESS DATA



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Total Revenue through Campground Reservation System
 Calendar Year 2019 runs 1/1 to 9/30

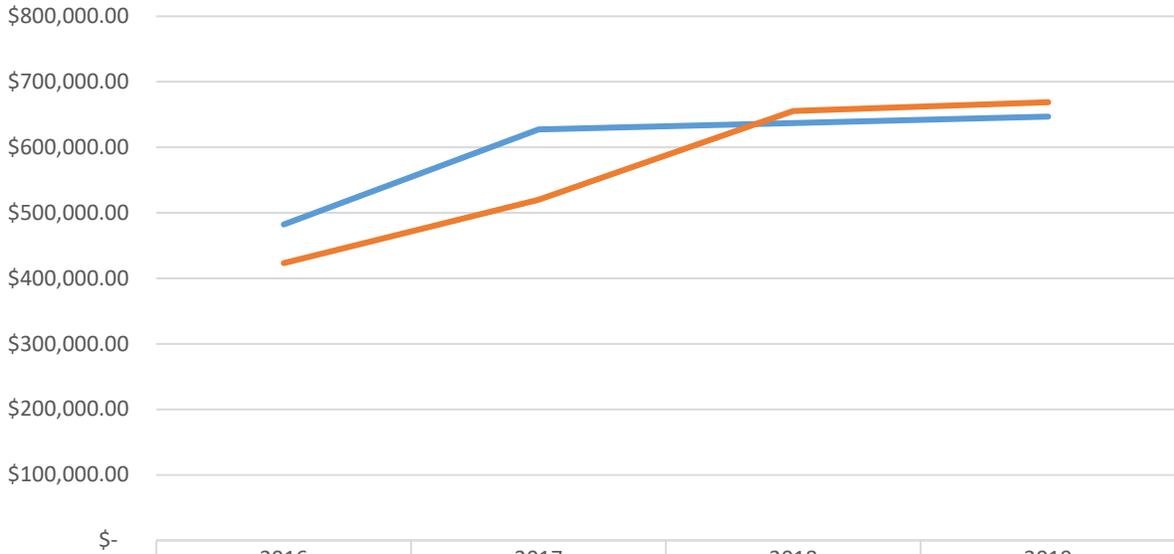


\$-	2016	2017	2018	2019
— Calendar Year	\$8,656,551.64	\$11,126,516.84	\$11,481,852.24	\$11,009,416.18
— Fiscal Year	\$8,437,312.60	\$9,764,307.59	\$11,369,495.09	\$12,169,135.82

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POS Resale Revenue

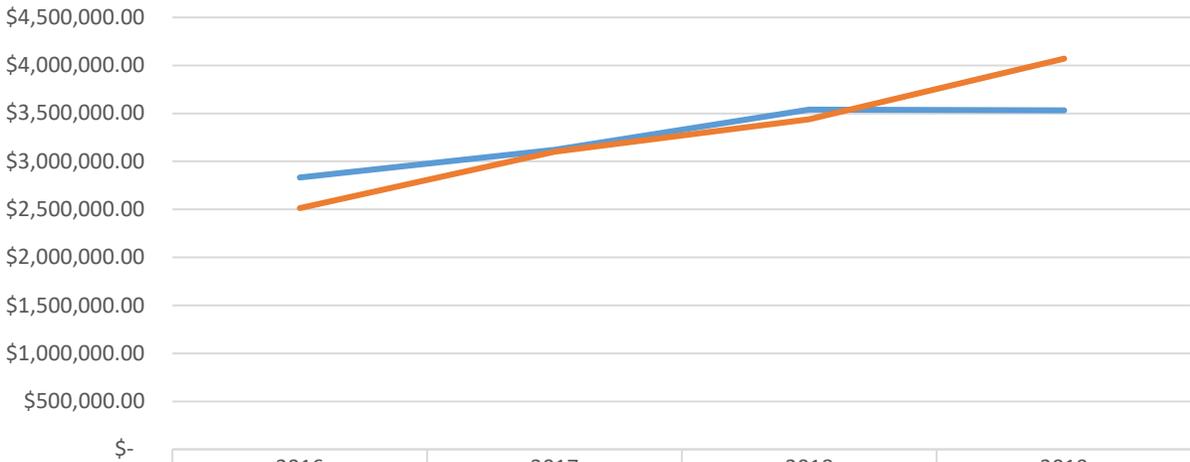
Calendar Year 2019 runs 1/1 to 9/30



	2016	2017	2018	2019
Calendar Year	\$482,256.67	\$627,516.57	\$636,819.94	\$646,902.79
Fiscal Year	\$423,214.42	\$519,916.10	\$655,661.03	\$668,833.44

Annual Pass and Surf Permit Revenue

Calendar Year 2019 runs 1/1 to 9/30



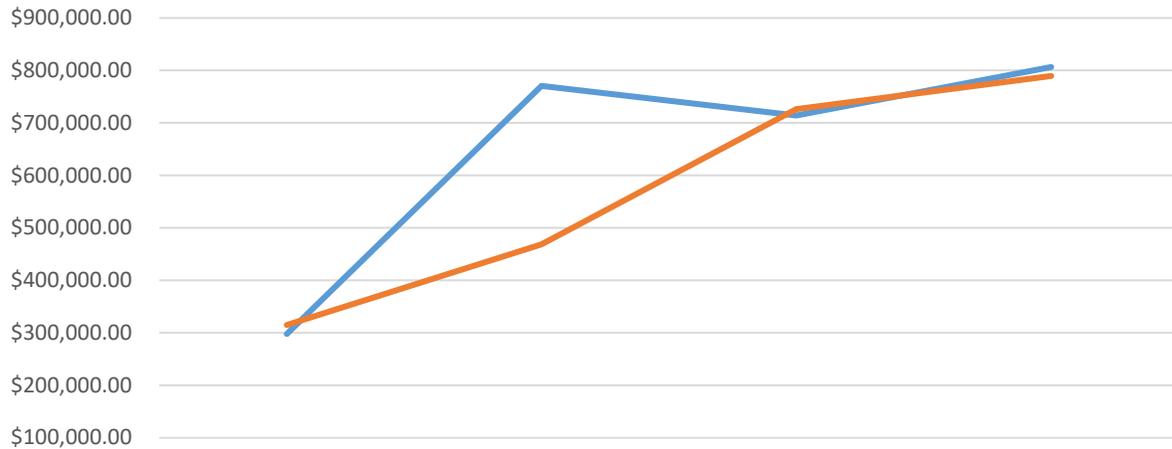
	2016	2017	2018	2019
Calendar Year	\$2,832,060.50	\$3,120,830.75	\$3,539,572.25	\$3,530,823.25
Fiscal Year	\$2,512,918.25	\$3,099,395.00	\$3,439,499.25	\$4,070,619.50

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Daily Entrance / Coupon Books / Waterpark Admission / Fort
 Delaware Ticket Revenue through CRS

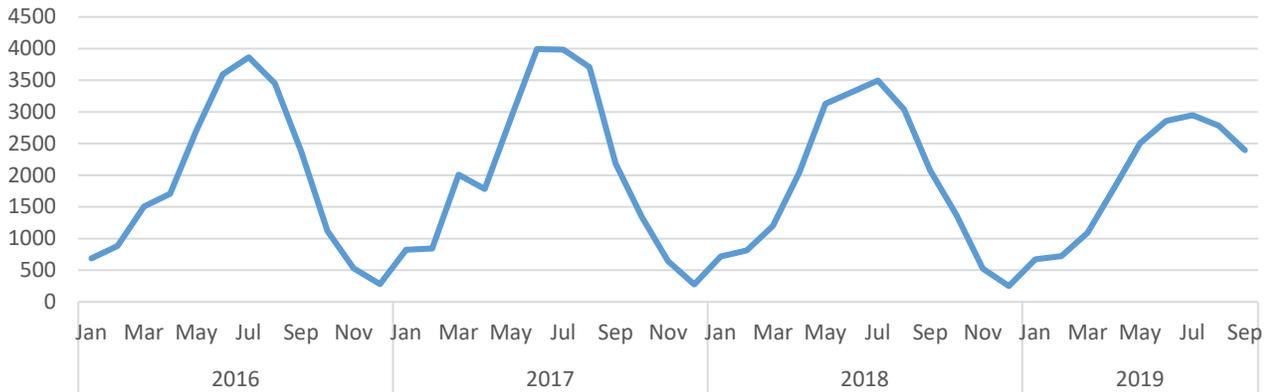
Calendar Year 2019 runs 1/1 to 9/30

Does not include daily entrances not entered into CRS

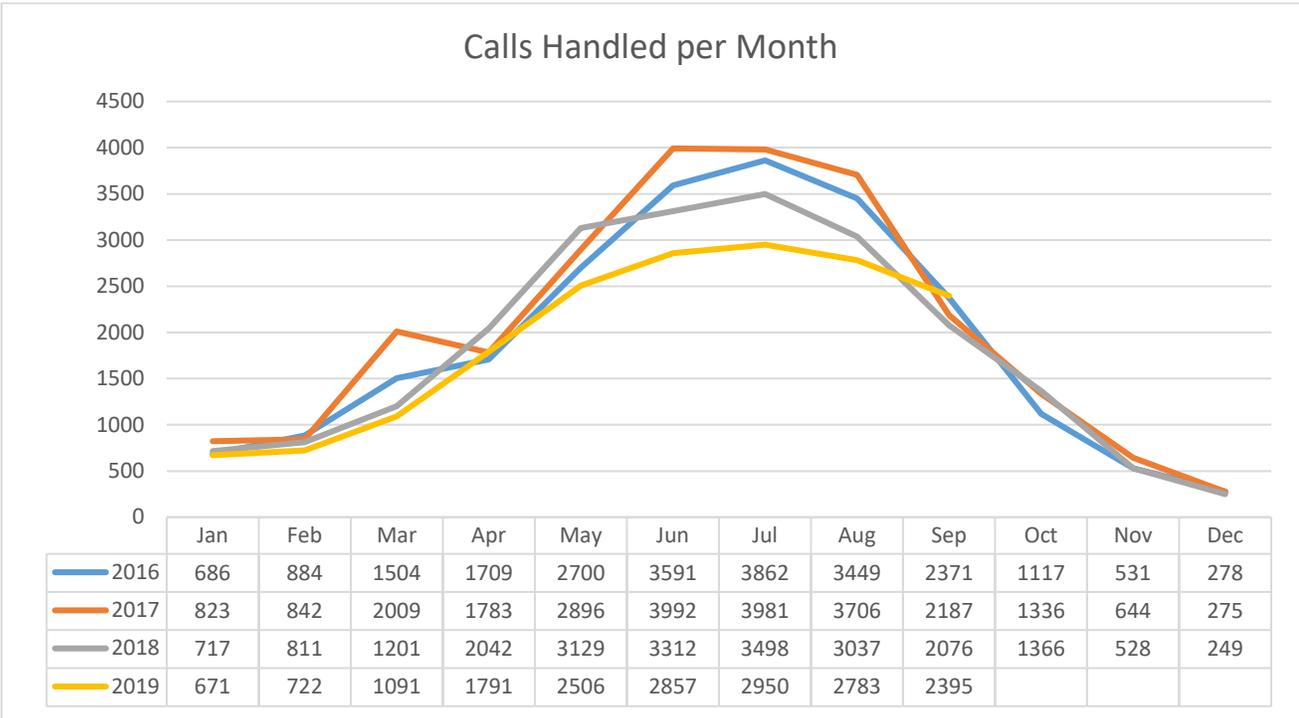
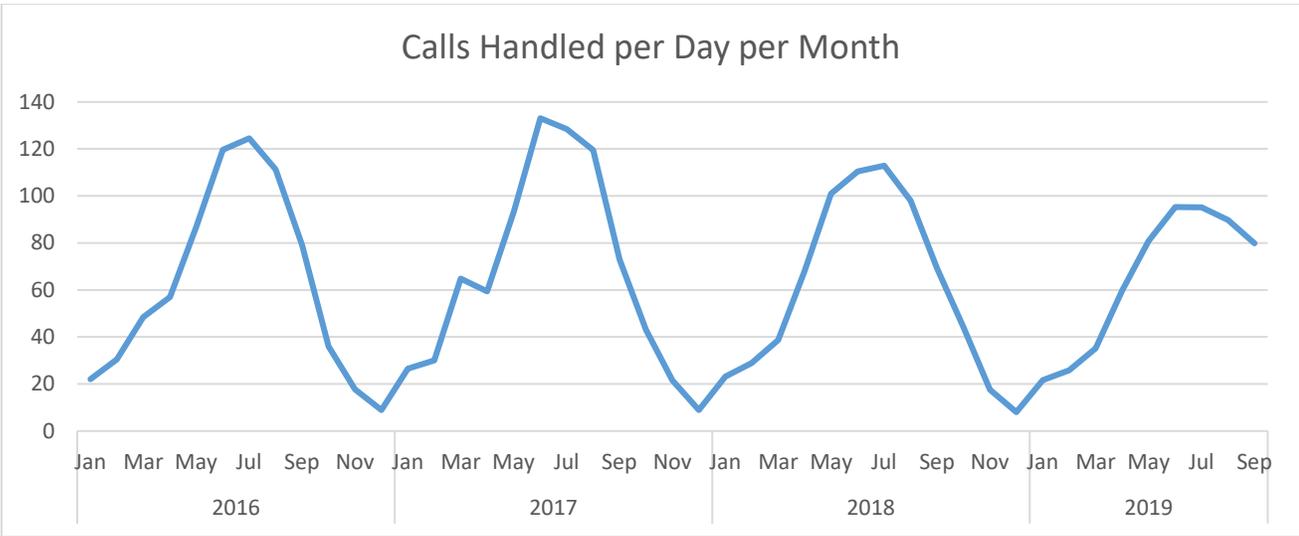


	2016	2017	2018	2019
Calendar Year	\$297,778.20	\$770,559.70	\$714,345.00	\$806,513.50
Fiscal Year	\$314,885.55	\$468,297.40	\$726,224.50	\$789,463.00

Calls Handled per Month

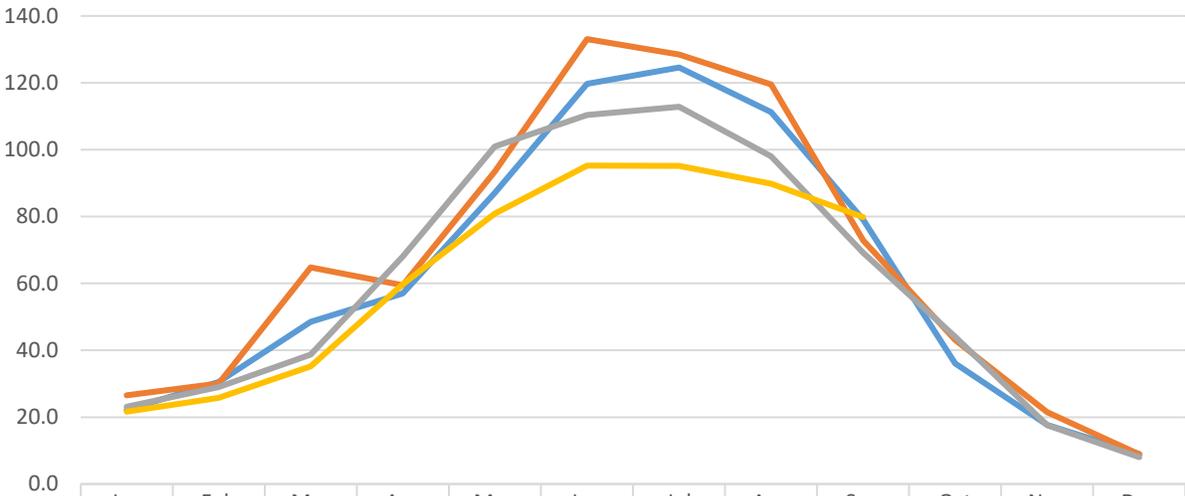


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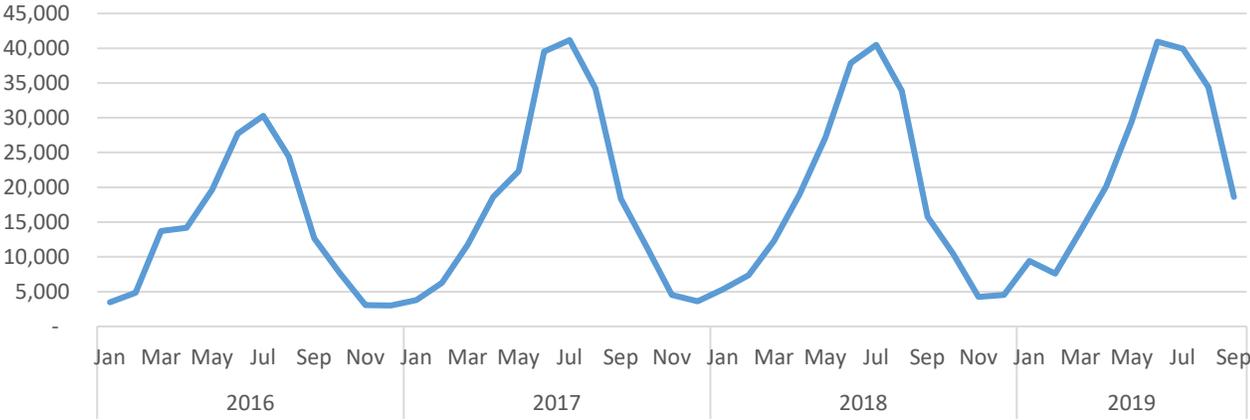
Calls Handled per Day per Month



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	22.1	30.5	48.5	57.0	87.1	119.7	124.6	111.3	79.0	36.0	17.7	9.0
2017	26.5	30.1	64.8	59.4	93.4	133.1	128.4	119.5	72.9	43.1	21.5	8.9
2018	23.1	29.0	38.7	68.1	100.9	110.4	112.8	98.0	69.2	44.1	17.6	8.0
2019	21.6	25.8	35.2	59.7	80.8	95.2	95.2	89.8	79.8			

Transactions through Campground Reservation System

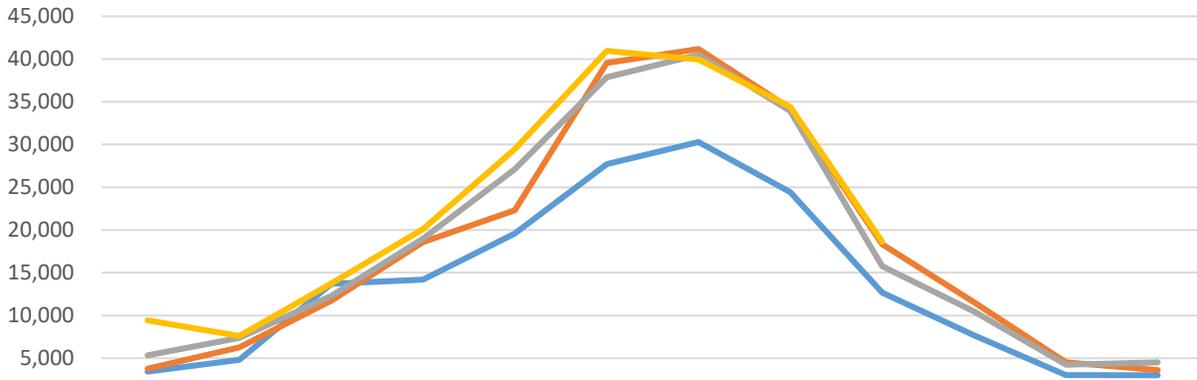
Does not include \$0 transactions



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Transactions through Campground Reservation System

Does not include \$0 transactions



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2016	3,450	4,825	13,700	14,187	19,608	27,713	30,290	24,419	12,681	7,689	3,035	3,008
2017	3,770	6,270	11,737	18,597	22,314	39,540	41,174	34,213	18,336	11,538	4,505	3,615
2018	5,340	7,368	12,315	18,998	27,116	37,883	40,506	33,914	15,764	10,469	4,243	4,529
2019	9,432	7,603	13,764	20,115	29,440	40,954	39,956	34,401	18,630			

Transaction Count by Park/Sales Channel

2016													
Park	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Alapocas Run State Park		38	71	418	324	198	180	81	98	40	15	14	155
Bellevue State Park		127	473	1,336	1,090	877	861	506	361	235	232	70	225
Bethany-Fenwick													
Brandywine Creek State Park		99	172	646	501	321	298	232	200	167	194	104	116
Cabela's													
Cape Henlopen Seaside Nature Center		111	118	303	317	635	995	1,382	1,373	534	413	6	5
Cape Henlopen State Park		328	487	2,205	2,631	3,683	5,282	5,093	3,938	949	45		3
Cape Henlopen State Park Camp Office													
DE Airstream													
DE Central Office		35	58	1	1	2	1						
Delaware Seashore State Park		18	20	50	112	432	619	525	423	395	261	170	93
Delaware Seashore State Park Camp Store					60	798	2,469	4,374	4,176	1,164	314		
Eastern Marine													
Fenwick Island State Park							614	527	272	12			
Fish and Wildlife Sales Desk						4							
Fort Delaware State Park		2	2	15	306	1,143	1,435	1,968	1,691	1,020	908	2	1
Fort Dupont State Park													
Fox Point State Park						1							
Indian River Life Saving Station		400	453	1,305	1,571	2,540	2,335	1,903	1,364	622	497	259	507
Indian River Marina		14	6	9	6	4	11	1	7	13	9	5	3
Killens Pond State Park		77	111	376	664	863	1,330	1,624	1,127	658	464	107	76
Lums Pond State Park		97	193	749	941	1,517	3,244	3,827	2,666	1,442	536	242	182
State of Delaware		206	225	328	346	458	554	619	551	409	228	141	73
Trap Pond State Park		117	123	789	1,249	1,700	2,337	2,646	2,037	1,578	1,456	719	181
White Clay Creek State Park		82	156	561	281	190	228	126	107	189	200	71	133
Wilmington State Park							1						
(blank)													
Call Center		214	428	562	637	867	1,158	1,198	1,064	995	489	232	116
Online		1,485	1,729	4,047	3,149	3,375	3,762	3,658	2,964	2,259	1,428	893	1,139
Grand Total		3,450	4,825	13,700	14,187	19,608	27,713	30,290	24,419	12,681	7,689	3,035	3,008

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2017													
Park	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Alapocas Run State Park	62	183	368	462	222	233	102	96	48	14	14	118	
Bellevue State Park	114	561	708	1,258	858	872	437	395	260	194	64	218	
Bethany-Fenwick													
Brandywine Creek State Park	84	218	303	611	357	369	286	253	173	247	96	93	
Cabela's													
Cape Henlopen Seaside Nature Center	4	3	27	67	523	1,066	1,483	1,593	700	416	223	132	
Cape Henlopen State Park		482	1,094	3,742	3,147	3,489	2,241	1,130	643	455	227	343	
Cape Henlopen State Park Camp Office					711	4,962	5,662	5,631	3,319	2,044	258	16	
DE Airstream													
DE Central Office						7						2	
Delaware Seashore State Park	83	94	78	180	574	799	765	470	301	240	118	54	
Delaware Seashore State Park Camp Store				58	803	2,698	4,353	3,490	1,235	360			
Eastern Marine													
Fenwick Island State Park					248	711	475	188	14				
Fish and Wildlife Sales Desk					146	178	74	35	9	4	4	91	
Fort Delaware State Park	1	1	5	391	1,380	1,531	1,873	2,186	1,130	576		7	
Fort Dupont State Park													
Fox Point State Park													
Indian River Life Saving Station	559	804	865	2,324	2,586	3,033	2,008	1,342	687	490	180	301	
Indian River Marina	5	7	4	7	11		3	3	3	2	4	4	
Killens Pond State Park	61	164	251	774	1,255	6,075	6,682	4,744	1,401	633	85	97	
Lums Pond State Park	136	356	464	1,257	1,506	3,234	3,519	2,924	1,566	781	383	174	
State of Delaware	231	219	678	493	624	782	845	801	548	442	243	157	
Trap Pond State Park	113	241	433	1,821	1,913	2,917	3,065	2,949	2,255	1,597	844	141	
White Clay Creek State Park	158	218	341	318	247	273	149	148	189	228	76	117	
Wilmington State Park													
(blank)													
Call Center	297	320	774	701	1,045	1,255	1,235	1,274	884	611	282	120	
Online	1,862	2,399	5,344	4,133	4,158	5,056	5,917	4,561	2,971	2,204	1,402	1,432	
Grand Total	3,770	6,270	11,737	18,597	22,314	39,540	41,174	34,213	18,336	11,538	4,505	3,615	

2018													
Park	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Alapocas Run State Park	63	140	397	355	294	235	136	85	29	9	15	152	
Bellevue State Park	143	500	791	1,150	949	863	441	307	238	159	55	228	
Bethany-Fenwick		1	18	45	57	52	21	4		1	2	3	
Brandywine Creek State Park	77	171	540	459	353	347	216	216	197	209	62	88	
Cabela's		2	12	17	14	21	9	27	3	4		40	
Cape Henlopen Seaside Nature Center	86	101	290	408	682	1,138	1,496	1,512	582	355	210	193	
Cape Henlopen State Park	417	772	1,615	3,178	4,014	3,409	2,156	1,107	535	405	204	466	
Cape Henlopen State Park Camp Office		4	131	567	1,590	5,255	5,566	5,867	2,298	1,337	269	13	
DE Airstream													
DE Central Office													
Delaware Seashore State Park	48	65	278	289	828	954	748	504	287	278	131	102	
Delaware Seashore State Park Camp Store					763	2,627	3,872	3,873	853	144			
Eastern Marine		144	377	462	614	499	265	67	5	4	10	162	
Fenwick Island State Park					224	482	489	234	11				
Fish and Wildlife Sales Desk	55	85	144	164	213	181	106	27	9	7	6	116	
Fort Delaware State Park	2	4	13	262	945	1,110	1,551	1,654	686	903	5	5	
Fort Dupont State Park													
Fox Point State Park						1							
Indian River Life Saving Station	398	584	885	2,014	2,994	2,702	2,049	1,338	539	445	141	369	
Indian River Marina	14	7	6	5	3	8	4	3	2	3	4	5	
Killens Pond State Park	64	149	302	513	1,236	4,553	6,597	4,906	1,400	481	274	93	
Lums Pond State Park	116	309	417	1,100	1,704	2,959	3,117	2,322	1,203	453	185	146	
State of Delaware	390	348	490	638	843	862	940	1,059	951	635	299	255	
Trap Pond State Park	91	202	718	1,643	2,427	2,820	3,375	2,998	1,949	1,596	729	171	
White Clay Creek State Park	134	192	331	289	261	244	138	163	191	164	56	122	
Wilmington State Park													
(blank)													
Call Center	358	364	527	852	1,167	1,181	1,286	1,084	889	655	273	99	
Online	2,884	3,224	4,033	4,588	4,941	5,380	5,928	4,557	2,907	2,222	1,313	1,701	
Grand Total	5,340	7,368	12,315	18,998	27,116	37,883	40,506	33,914	15,764	10,469	4,243	4,529	

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2019									
Park	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Alapocas Run State Park	123	125	555	435	316	266	131	113	44
Bellevue State Park	236	399	984	1,017	826	1,061	416	286	182
Bethany-Fenwick	7	14	50	55	150	68	41	4	2
Brandywine Creek State Park	122	164	371	534	364	355	202	201	181
Cabela's	153	84	177	149	180	65	43	20	3
Cape Henlopen Seaside Nature Center	112	155	295	522	586	1,210	1,503	1,520	718
Cape Henlopen State Park	1,108	815	1,336	3,400	3,928	3,440	1,807	917	608
Cape Henlopen State Park Camp Office			277	1,342	2,411	5,160	6,048	6,218	3,516
DE Airstream							641	5	
DE Central Office									
Delaware Seashore State Park	149	106	211	360	974	802	609	389	409
Delaware Seashore State Park Camp Store					1,000	2,768	3,663	3,444	1,076
Eastern Marine	461	197	425	327	365	151	40	28	7
Fenwick Island State Park					315	481	408	202	9
Fish and Wildlife Sales Desk	175	97	152	149	196	279	74	27	10
Fort Delaware State Park	3	4	12	114	1,081	1,270	1,030	1,697	724
Fort Dupont State Park								1	
Fox Point State Park									
Indian River Life Saving Station	922	546	1,099	1,837	2,817	2,643	1,617	1,159	562
Indian River Marina	15	4	2	2	3	2	3	8	5
Killens Pond State Park	141	142	259	618	2,026	6,299	7,224	4,763	1,168
Lums Pond State Park	354	237	563	1,070	1,918	3,370	2,737	2,610	1,393
State of Delaware	553	479	561	636	874	969	1,031	913	837
Trap Pond State Park	200	175	654	1,878	2,675	3,428	3,267	3,619	2,444
White Clay Creek State Park	129	222	391	415	293	279	160	150	169
Wilmington State Park									
(blank)									
Call Center	415	336	472	762	1,002	1,027	1,145	1,106	1,037
Online	4,054	3,302	4,918	4,493	5,140	5,561	6,116	5,001	3,526
Grand Total	9,432	7,603	13,764	20,115	29,440	40,954	39,956	34,401	18,630

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Appendix F – KEY PERFORMANCE MEASURES AND LIQUIDATED DAMAGES

Refer to the Key Performance Measures and Liquidated Damages Sheet included in this RFP posting available at <http://bids.delaware.gov/>

Appendix G – FINANCIAL INTERFACE AND INFORMATION

FIRST STATE FINANCIALS FIT SESSIONS



**Accounts Receivable:
Cash Receipts
Interface**



Session Agenda



FSF Accounts Receivables Interface

- What is required for AR Interface
- How it works
 - Accounts Receivable Payment ID
 - Deposit Mapping Table
 - Inbound file example
- Direct Journal distribution after file received
- Questions



What is required for AR Interface

- To utilize the AR Interface you must have:
 - Legacy system that has State of Delaware Chartfields for AR Distribution
 - Ability to send HTML file from legacy system to secured server
 - Ability to retrieve log files
 - A separate file for each deposit type, i.e., Cash Receipts, ACH, Credit Card
- Once file is processed, the deposit still has to be offset/completed and Budget Checked manually.

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How it works – Payment Id

- The banks supply files with deposit transactions; in the file, each deposit includes the Bank Reference Number which is called the Payment ID in FSF.
- The Payment ID is used to create the deposits in FSF and is used to identify the owner of deposits.
- The Payment ID is the key field for AR Interfaces.
- The Payment ID is the Deposit Slip Serial Number, Merchant ID Number, ACH Number, Remote Deposit, etc.

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- A custom process is used to create deposits in FSF AR. A mapping table is used to hold the Bank, Bank Account, Business Unit, DeptID, Payment ID and what type of deposit is being created, i.e., Customer Payment or Miscellaneous.
- The mapping table also does this:
 - Captures contact information
 - Flag to specify if High Volume (ZBCR)
 - Flag to specify inbound AR Interface file

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Payment ID	Department	Operating Unit	Bank Account #	Branch Ref ID	Status	Description	Contact Name
01000001	44000001	04	01000001040	04	Active	DE FISH	Carla Cassell Carter, Pamela Swanson
01000002	44000001	04	01000001040	04	Active	F&W Central Lic Front Desk	Carla Cassell Carter, Pamela Swanson

Auto Deposit	Direct Journal Default	Journal Distribution	Direct Journal Load	Long Description	Speed Type Key
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DE FISH & WILDLIFE 111	ARMSCODEF
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	F&W CENTRAL LIC FRONT DESK	ARMSCODEF

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- The 4 flags in the table determine how the deposit is created in FSF. Customer or Direct Journal; determines if it is High Volume; and if there is an AR Interface.

Auto Deposit	Direct Journal Default	Journal Distribution	Direct Journal Load	Long Description	Speed Type Key
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DE FISH & WILDLIFE 111	ARMSCODEF
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	FBI CENTRAL LC FRONT DESK	ARMSCODEF

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- Because this Payment ID (4033201) is checked as High Volume in FSF the customized process generates a each and every deposit for that Payment Id and then creates a ZBCR.

Search Results

Deposit Unit	Deposit ID	Payment Sequence	Payment ID/Key ID	Assigned Operator ID	Payment Status	Accounting Date	Entered Date	Payment Type	Payment Predictor
40000	162816	1	40033201	ESFSCHEDULE	ESFSCHEDULE	Journalled	02/09/2017	02/09/2017	Payment N
40000	162817	1	40033201	ESFSCHEDULE	ESFSCHEDULE	Journalled	02/09/2017	02/09/2017	Payment N
40000	162817	2	40033201	ESFSCHEDULE	ESFSCHEDULE	Journalled	02/09/2017	02/09/2017	Payment N
40000	162906	1	40033201	ESFSCHEDULE	ESFSCHEDULE	Journalled	02/13/2017	02/13/2017	Payment N
40000	162907	1	40033201	ESFSCHEDULE	ESFSCHEDULE	Journalled	02/13/2017	02/13/2017	Payment N
40000	162908	1	40033201	ESFSCHEDULE	ESFSCHEDULE	Journalled	02/13/2017	02/13/2017	Payment N
40000	162908	2	40033201	ESFSCHEDULE	ESFSCHEDULE	Journalled	02/13/2017	02/13/2017	Payment N

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 **How it works Deposit Mapping TBL** 

- The ZBCR uses the Speedtype set up in the mapping table which defaults the summed amount of deposits for that Payment ID for that date to a default appropriation and account (00088, 49115). This is Payment Seq. 1 of ZBCR.



DL Unit	Debit Amount	Credit Amount	Line Amount	Foreign Currency	Bus Ref	Fund Code	Dept	Oper Unit	Appropriation	Account
STATE	-500.00		500.00	USD		100			10000	
STATE			-500.00	USD	2017	100	400101		00088	49115

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 **Inbound File Example** 

- Sample of inbound AR Interface File

```

<?xml version="1.0" ?>
<DATA>
  <DE_AR_DST_STG>
    <PAYMENT_ID>40032218</PAYMENT_ID>
    <ACCOUNTING_DT>11/23/2015</ACCOUNTING_DT>
    <DST_SEQ_NUM>1</DST_SEQ_NUM>
    <ACCOUNT>43481</ACCOUNT>
    <DEPTID>400302</DEPTID>
    <OPERATING_UNIT></OPERATING_UNIT>
    <FUND_CODE>100</FUND_CODE>
    <CLASS_FLD>73501</CLASS_FLD>
    <PROGRAM_CODE></PROGRAM_CODE>
    <BUDGET_REF>2015</BUDGET_REF>
    <CHARTFIELD1></CHARTFIELD1>
    <OPEN_ITEM_KEY></OPEN_ITEM_KEY>
    <BUSINESS_UNIT_PC></BUSINESS_UNIT_PC>
    <PROJECT_ID></PROJECT_ID>
    <ACTIVITY_ID></ACTIVITY_ID>
    <FOREIGN_AMOUNT>-500.00</FOREIGN_AMOUNT>
  </DE_AR_DST_STG>
  <DE_AR_DST_STG>
    <PAYMENT_ID>40032218</PAYMENT_ID>
    <ACCOUNTING_DT>11/23/2015</ACCOUNTING_DT>
    <DST_SEQ_NUM>2</DST_SEQ_NUM>
    <ACCOUNT>46031</ACCOUNT>
    <DEPTID>400302</DEPTID>
    <OPERATING_UNIT></OPERATING_UNIT>
    <FUND_CODE>100</FUND_CODE>
    <CLASS_FLD>73501</CLASS_FLD>
    <PROGRAM_CODE></PROGRAM_CODE>
    <OPEN_ITEM_KEY></OPEN_ITEM_KEY>
  </DE_AR_DST_STG>

```

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- Payment Seq 2 of the ZBCR is where the AR Interface Distribution is sent.

Accounting Entries: Deposit Control

Unit: 4000 Deposit ID: 16343 Payment: 4003218 Seq: 2

Amount: 1,120.95 USD

Complete Entry Desc: []

Budget Status:

Distribution Lines

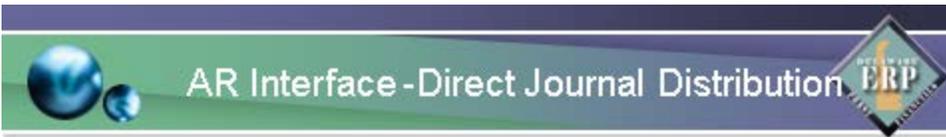
Distribution Sequence	GL Unit	Speed Type	Line Amount	Currency	Bud. Ref	Fund	Dept	Oper. Unit	Approp	Account	Program	Sub
1	1 STATE	Speed Type	-7.00	USD	2017	100	400302	40032218	73501	43481		
2	2 STATE	Speed Type	-15.00	USD	2017	100	400302	40032218	73501	46031		
3	3 STATE	Speed Type	-12.00	USD	2017	100	400302	40032218	73501	46122		

Total

Lines: 14 Total Debits: 0.00 Currency: USD Total Credits: 601.95 Currency: USD Net: -601.95

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- The End User goes in and Clicks the Lightning Bolt, Checks the Complete Box and Budget Checks or lets the system Budget Check during daily schedule.

Accounting Entries: Deposit Control

Unit: 4000 Deposit ID: 16343 Payment: 4003218 Seq: 2

Amount: 1,120.95 USD

Complete Entry Desc: []

Budget Status:

Distribution Lines

Distribution Sequence	GL Unit	Speed Type	Line Amount	Currency	Bud. Ref	Fund	Dept	Oper. Unit	Approp	Account	Program	Sub
1	1 STATE	Speed Type	-7.00	USD	2017	100	400302	40032218	73501	43481		
2	2 STATE	Speed Type	-15.00	USD	2017	100	400302	40032218	73501	46031		
3	3 STATE	Speed Type	-12.00	USD	2017	100	400302	40032218	73501	46122		

Total

Lines: 14 Total Debits: 0.00 Currency: USD Total Credits: 601.95 Currency: USD Net: -601.95

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First State Financials Accounts Receivable Interface File Types and Log File Layout

AR Interface File Types

The AR Interface file names can be up to 15 digits long after the prefix. The file name must contain a valid Payment ID for each of the file types submitted. It is recommended to use the same Payment ID for both regular deposits and Non Sufficient Fund/Charge Back files for same banks. As example if you are sending a file for Remote Deposit distribution you will need two files, i.e.,

DAR001CR800004888 – Regular Deposits

DAR001CB800004888 – Returned Check Deposits

The file extension (xml) should always be lower case.

1. DAR001ACHxxxxxxxxxxxxxxxx.xml - File is used to load regular deposit distribution to ECC Bank of New York (BONY) ACH and PNC Bank ACH deposits.

Example: DAR001ACH6250000021310 (ECC BONY)

Example: DAR001ACH95021310 (Mellon)

2. DAR001CBxxxxxxxxxxxxxxxx.xml – File is used to load Returned Check or Non Sufficient Fund Checks(ACH) distribution to Mellon Bank ACH, Mellon Bank Remote Deposits and PNC Bank Credit Card Charge Backs (sign will always be positive in amount field)

Example: DAR001CB95021310 (Mellon)

Example: DAR001CB430135235002101 (PNC)

Example: DAR001CB800004888 (Mellon)

Note: There is no Returned Checks (NSF) for ECC BONY ACH Deposits

3. DAR001CCxxxxxxxxxxxxxxxx.xml – File is used to load regular credit card distribution to PNC Credit Card Deposits (sign will always be negative in amount field)

Example: DAR001CC430135235002101

4. DAR001CRxxxxxxxxxxxxxxxx.xml – File is used to load regular Citizens Bank miscellaneous cash deposits and Mellon Bank Remote Deposit distribution. (sign will always be negative in amount field)

Example: DAR001CR21310

Example: DAR001CR800004888

5. DAR001NSFxxxxxxxxxxxxxxxx.xml – File is used to load Returned Check or Non Sufficient Fund distribution to Citizens cash deposits. (sign will always be positive in amount field)

Example: DAR1NSF21310

Simplified Grid of AR Interface File Types

Number	File Name	Bank(s)	Deposit Type	Amount Field Sign
1.	DAR001ACHxxxxxxxxxxxxxxxx.xml	ECC Bony and Mellon	ACH	Negative
2.	DAR001CBxxxxxxxxxxxxxxxx.xml	Mellon Bank PNC Bank	Returned ACH Deposit,	Positive

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			Returned Remote Deposit, Charged Back Credit Card Deposit	
3.	DAR001CCxxxxxxxxxxxxxxxx.xml	PNC	Credit Card	Negative
4.	DAR001CRxxxxxxxxxxxxxxxx.xml	Citizens Mellon	Cash Deposits, Remote Deposits	Negative
5.	DAR001NSFxxxxxxxxxxxxxxxx.xml	Citizens	Returned Checks (NSF)	Positive

Log File Layout

1. The log file header contains the file name found. If not found it will state "file not found".
 Begin

Looking for File /app01/erp/fn91/fn91pd/data/inbound/DAR001CR21310.xml
 File /app01/erp/fn91/fn91pd/data/inbound/DAR001CR21310.xml found

2. The log file contains the lines saved.

Business Unit = 02000
 Department = 021310
 Payment ID = 20810
 Deposit ID = 114798
 Accounting Dt = 2013-09-23
 Distrib Amount = -4562.33
 Payment Amount = 4562.33

3. The log file displays deposits found with same Payment ID but no distribution was found in interface file for deposit(s).

Payment ID = 21310
 Deposit ID = 116022
 Accounting Dt = 2013-10-04
 Distrib Amount = 0
 Payment Amount = 29764.14
 Can not Distribute the Accounting Entries. Distribution Amount is equals to 0 for the Payment ID 21310, Deposit ID = 116022 and Accounting Dt = 2013-10-04

4. The log file displays the number of Rows Read (deposits in FSF), the number of Rows Cancelled (the number of deposits found in FSF for same Payment ID that no distribution was sent) and the Rows Saved (number of deposit found and distribution was saved to).

Rows Read :14
 Rows Cancelled :4
 Rows Saved:10

End

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**Appendix H – SUPPLEMENTAL INFORMATION ABOUT DELAWARE STATE PARKS
SYSTEM**

Delaware State Parks Website

<https://destateparks.com/>

Delaware State Parks Publications

<https://destateparks.com/Know/Publications>

This includes Delaware State Parks documents such as annual reports, economic impact reports and welcome maps.

2018-2023 Statewide Comprehensive Outdoor Recreation Plan

<https://www.destateparks.com/wwwroot/downloads/SCORP/SCORP%202018.pdf>

State Park Maps can be found at:

<https://www.destateparks.com/FindPark>

State of Delaware Merchant Agreement

http://bidcondocs.delaware.gov/TRE/TRE_1602-Merch_AN.pdf

http://bidcondocs.delaware.gov/TRE/TRE_1602MerchServ_QA.pdf

Division of Parks and Recreation Summer Camp Information

https://destateparks.com/Programs/SummerCamps?utm_source=orange%20card

Delaware State Parks Guide

<https://destateparks.com/Programs>

Delaware State Parks Facebook

https://www.facebook.com/DEStateParks/?ref=page_internal

Delaware State Parks Instagram

<https://www.instagram.com/destateparks/?hl=en>

Delaware State Parks Twitter

https://twitter.com/DEStateParks?ref_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor

State of Delaware Merchant Services Agreement for Credit Card Processing

http://contracts.delaware.gov/contracts_detail.asp?i=3682

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**APPENDIX I – DTI TERMS AND CONDITIONS AND AGREEMENT AND PCI ATTESTATION
OF COMPLIANCE CERTIFICATE**

**Delaware Department of Technology & Information
Terms and Conditions**

Vendor 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.

Vendor shall pay special attention to the following Policies and complete the Terms and Conditions Agreements.

1. [Terms & Conditions Governing Cloud Services Policy](#) – 09/27/2019
[Delaware Cloud Services Terms & Conditions Agreement](#) – 09/28/2018
2. [Terms & Conditions Governing State Data Usage Policy](#) – 09/27/2019
[Delaware Data Usage Terms & Conditions Agreement](#) – 06/18/2018

**Attestation of Compliance – Payment Card Industry (PCI) Data Security Standard
(sample on following page)**

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Attestation of Compliance – Payment Card Industry (PCI) Data Security Standard

Instructions for Submission

This document must be completed by a Qualified Security Assessor (QSA) or merchant (if merchant internal audit performs validation) as a declaration of the merchant's compliance status with the Payment Card Industry Data Security Standard (PCI DSS). Complete all applicable sections and submit to the acquirer or requesting payment brand.

Part 1. Merchant and Qualified Security Assessor Information

Merchant Organization Information

Company Name:		DBA(s):	
Contact Name:		Title:	
Telephone:		E-mail:	
Business Address:		City:	
State/Province:		Country:	Zip:
URL:			

Qualified Security Assessor Company Information

Company Name:			
Lead QSA Contact Name:		Title:	
Telephone:		E-mail:	
Business Address:		City:	
State/Province:		Country:	Zip:
URL:			

Part 2 Type of Merchant Business (check all that apply)

- Retailer Telecommunication Grocery and Supermarkets
 Petroleum E-Commerce Mail/Telephone-Order
 Travel & Entertainment Others (please specify):

List facilities and locations included in PCI DSS review:

Part 2b. Relationships

Does your company have a relationship with one or more third-party agents (for example, gateways, web-hosting companies, airline booking agents, loyalty program agents, etc.)? Yes No

Does your company have a relationship with more than one acquirer? Yes No

Part 2c. Transaction Processing

How and in what capacity does your business store, process and/or transmit cardholder data?

Payment Application in Use	Version Number	Last Validated according to PABP/PA-DSS

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Part 3. PCI DSS Validation

Based on the results noted in the Report on Compliance (“ROC”) dated *(date of ROC)*, *(QSA Name/Merchant Name)* asserts the following compliance status for the entity identified in Part 2 of this document as of *(date)* (check one):

- Compliant:** All requirements in the ROC are marked “in place¹,” and a passing scan has been completed by the PCI SSC Approved Scanning Vendor (*ASV Name*) thereby *(Merchant Company Name)* has demonstrated full compliance with the PCI DSS *(insert version number)*.
- Non-Compliant:** Some requirements in the ROC are marked “not in place,” resulting in an overall **NON-COMPLIANT** rating, **or** a passing scan has not been completed by a PCI SSC Approved Scanning Vendor, thereby *(Merchant Company Name)* has not demonstrated full compliance with the PCI DSS.

Target Date for Compliance:

An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with your acquirer or the payment brand(s) before completing Part 4, since not all payment brands require this section.*

Part 3a. Confirmation of Compliant Status

QSA/Merchant confirms:

- The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures, Version (insert version number)*, and was completed according to the instructions therein.
- All information within the above-referenced ROC and in this attestation fairly represents the results of the assessment in all material respects.
- The merchant has confirmed with the payment application vendor that their payment application does not store sensitive authentication data after authorization.
- The merchant has read the PCI DSS and recognizes that they must maintain full PCI DSS compliance at all times.
- No evidence of magnetic stripe (that is, track) data², CAV2, CVC2, CID, or CVV2 data³, or PIN data⁴ storage after transaction authorization was found on ANY systems reviewed during this assessment.

Part 3b. QSA and Merchant Acknowledgments

<i>Signature of Merchant Executive Officer</i> ↑	<i>Date:</i>
<i>Merchant Executive Officer Name:</i>	<i>Title:</i>

<i>Signature of Lead QSA</i> ↑	<i>Date:</i>
<i>Lead QSA Name :</i>	<i>Title:</i>

¹ “In place” results should include compensating controls reviewed by the QSA/merchant Internal Audit. If compensating controls are determined to sufficiently mitigate the risk associated with the requirement, the QSA should mark the requirement as “in place.”

² Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full magnetic stripe data after transaction authorization. The only elements of track data that may be retained are account number, expiration date, and name.

³ The three- or four-digit value printed on the signature panel or face of a payment card used to verify card-not-present transactions.

⁴ Personal Identification Number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

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Part 4. Action Plan for Non-Compliant Status

Please select the appropriate “Compliance Status” for each requirement. If you answer “No” to any of the requirements, you are required to provide the date Company will be compliant with the requirement and a brief description of the actions being taken to meet the requirement. *Check with your acquirer or the payment brand(s) before completing Part 4 since not all payment brands require this section.*

PCI Requirement	Description	Compliance Status (Select One)	Remediation Date and Actions (if Compliance Status is “No”)
1	Install and maintain a firewall configuration to protect cardholder data.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Do not use vendor-supplied defaults for system passwords and other security parameters.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Protect stored cardholder data.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4	Encrypt transmission of cardholder data across open, public networks.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Use and regularly update anti-virus software.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	Develop and maintain secure systems and applications.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	Restrict access to cardholder data by business need to know.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	Assign a unique ID to each person with computer access.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9	Restrict physical access to cardholder data.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10	Track and monitor all access to network resources and cardholder data.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11	Regularly test security systems and processes.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12	Maintain a policy that addresses information security.	<input type="checkbox"/> Yes <input type="checkbox"/> No	



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Appendix J – REPORTING

This appendix provides a **sampling** of reports desired and presently used by Delaware State Parks. Condensed and anonymized sample reports attached for review. All highlighted reports are those not existing in the present CRS used by Delaware State Parks.

1. Campground and Day Use Reservations
 - a. 7 day camper report
 - b. Campers report
 - c. Compare occupancy on day(s) across years
 - d. Daily arrival report
 - e. Facility utilization detail report
 - f. Facility utilization summary report
 - g. Generation of site markers for campsite posts
 - h. Inventory summary by site type
 - i. Marketing demographics report
 - j. Past and future occupancy by site or site type
 - k. Reservation contact list
 - l. Reservation detail report
 - m. Reservation listing report
 - n. Reservation methods report
 - o. Reservation wait list
 - p. Site availability report
 - q. Ticket sales (Killens Pond Waterpark and Fort Delaware Ferry)
 - r. Visitor attendance report
 - s. Yield management by site
 - t. Yield management report
2. Financial Management
 - a. Check refund
 - b. Credit card batch detail report
 - c. Credit card batch summary report
 - d. Deposit detail report
 - e. Deposit summary report
 - f. Discount detail report
 - g. Field deposit report
 - h. Financial session summary report
 - i. Invoice remittance report
 - j. Park revenue consolidated report
 - k. Park revenue detail report
 - l. Park revenue report
 - m. Refund reports
 - i. Approved refund report
 - ii. Issued refund report
 - iii. Refund request reason report
 - n. Unearned revenue summary report
 - o. Unearned revenue detail report
3. POS Sales
 - a. Inventory loss/damage report
 - b. Monthly and daily permit sales report
 - c. POS product details
 - d. POS product sold detail report
 - e. Retail inventory report

- i. Inventory tracking report
- ii. On hand inventory report

f. Sales summary

Other features desired are:

- **Management Dashboard**
 - Department Secretary, Division Director, and all levels of management shall have a dashboard display of customizable data tables and graphs which enables drill down to source data elements.
- **Report Scheduler**
 - Select users shall be able to schedule one or more reports to be delivered on a selectable periodic basis.
- **Data Integration**
 - The vendor's data warehouse and reporting system shall support data exchange and with external applications for functionality, e.g. marketing campaign tools, web/blog widgets/plugins, smart email lists, and other communication tools.
- **Programs and Events**
 - Park programming should be able to be input into the system, including any applicable payments for the program. In this case, it would be necessary to generate reports on attendance, payments, etc. associated with these programs. It should also be possible to send out and return results of a post-program survey.

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Report # / Name	Purpose	Existing	Notes
1a – 7 Day Camper Report	Provide tabular graphic display of next 7 day look ahead of arriving customers by day and site	Yes	Could be replaced by live view of site schedule on mobile device or PC
1b – Campers Report	Provide list of daily camper activity, selectable by either incoming, outgoing, on-site, or cancelled	Yes	Could be replaced by live view of site schedule on mobile device or PC
1c – Compare Occupancy on Day(s) Across Years	Comparison of occupancy rates for specific site(s) at the same point of time across different years	No, but data exist	Example: Occupancy at Cape Henlopen on July 4th weekend for past 3 years
1d – Daily Arrival Report	Provide tabular list of arrivals by site for two weeks into the future	Yes	Could be replaced by live view of site schedule on mobile device or PC
1e – Facility Utilization Detail Report	Show occupancy (weekdays vs. weekends), average length of stay, and revenue by site	Yes	Should be modified to be run for multiple parks and an unlimited time period (presently limited to 365 days per request)
1f – Facility Utilization Summary Report	Provide summary of occupancy rate by year or month, park, and site type	Yes	Should be modified to select multiple site types (e.g. cabins <i>and</i> yurts only)
1g – Generation of Site Markers for Campsite Posts	Generate site marker labels to identify camper reservation for sites which would be placed on the site post	Yes	Contains name, stay date, and vehicle registration number
1h – Inventory Summary by Site Type	Provide count of sites carried in system at each park by site type as of report date	Yes	New system should accumulate changes to inventory so

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Report # / Name	Purpose	Existing	Notes
			calculations on previous data (prior to site/inv. changes) remain correct
1i – Marketing Demographics Report	Provide geographic and customer demographic data from camping, event, and ticket reservations for marketing	Yes	
1j – Past and Future Occupancy by Site/Site Type	Selectable report by park and date range showing past or future occupancy by site or site type	Yes	Should be modified to be run for multiple site types (e.g. cabins <i>and</i> yurts only)
1k – Reservation Contact List	Identify customers who have authorized use of email to contact them for advertising or marketing	No, but data exist	The present reservation listing report shows customer emails but doesn't show if they consented to marketing emails
1l – Reservation Detail Report	Provide campground, picnic, and pavilion managers with list of expected customers who have reserved a site	Yes	Present report <i>1l</i> has fewer fields than the present report <i>1m</i>
1m – Reservation Listing Report	Provide detailed list of all reservations at a specific park for up to 365 days	Yes	Should be modified to run for multiple parks Also include an option to show active, cancelled, and no-show reservations (<i>order status</i> field in sample report)
1n – Reservation Methods Report	Summary analysis of how reservations were made, how many, and the fees collected	Yes	Also features breakdown by in-state and out-of-state customers
1o – Reservation Wait List	Allow OBS, Parks, and Call Center to view list of people who are waiting for a campsite to open on a particular day	No	
1p – Site Availability Report	Provide a 31-day look-ahead for campsite utilization/status by site	Yes	Present coding used shown in row

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Report # / Name	Purpose	Existing	Notes
			9 of the sample report
1q – Ticket Sales Report	Selectable report by park and date range showing entrance ticket sales	Yes	Examples: Killens Pond Waterpark and Fort Delaware Ferry
1r – Visitor Attendance Report	Provide number of visitors by park, site type, and date range	Yes	
1s – Yield Management by Site	Analysis of occupancy and revenue by site by park and date range	Yes	
1t – Yield Management Report	Analysis of occupancy and revenue comparing years over date range and park selected	Yes	
2b – Check Refund Report	Monitor occurrences and status of customer purchases	Yes	Present report allows for selection of pending, approved, or issued refunds
2c – Credit Card Batch Detail Report	List of all credit card transactions by batch number	Yes	
2d – Credit Card Batch Summary Report	Summary of credit card batches with status by card type	Yes	
2e – Deposit Detail Report	Provide how much deposit should be for day's transactions (for field) and provide report of revenue (for accounting)	Yes	
2f – Deposit Summary Report	Summary of deposit made by park	Yes	
2h – Discount Detail Report	List of each instance of a discount being used over time	Yes	This report should be modified to include region, park, trans #, and customer name on the same line as the rest of the data
2i – Field Deposit Report	List of all individual transactions from the field	Yes	
2j – Financial Session Summary Report	Track cash-credit-checks processed and recorded in POS and compare against physical counts (field) and prepare revenue report to accounting as record for day's activity	Yes	
2k – Invoice Remittance Report	Summary of volume of business by sales channel and fee structure to form basis of monthly payment by DNREC to current vendor	Yes	Selected vendor shall provide an appropriate report, by contract terms

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Report # / Name	Purpose	Existing	Notes
2l – Park Revenue Consolidated Report	Summary of revenue by account, location, and payment type selectable by date range; separated by payment station	Yes	
2m – Park Revenue Detail Report	List of revenue generated by each customer order, shows state account numbers for each transaction for accounting	Yes	
2n – Park Revenue Report	Provide a diagnostic for accounting so funds received for different CRS activities are tracked to the correct state account number; also shows how much revenue was processed through CRS	Yes	
2o(i), 2o(ii) – Approved and Issued Refund Report	List of refunds approved and refunds issued	Yes	
2o(iii) – Refund Request Reason Report	Summary of refunds by general reason for request	Yes	While data would be useful, it does not appear to be used at this time
2p – Unearned Revenue Summary Report	Provide summary of unearned revenue for reservation payments received prior to arrival date	Yes	
2q – Unearned Revenue Detail Report	Provides detail of unearned revenue for each reservation	Yes	
3a – POS Inventory Loss/Damage Report	Selectable report showing transactions resulting in write-off of inventory	No	
3b – Monthly/Daily Permit Sales Report	Special report identifying park entrance products sold (annual passes and surf permits)	Yes, by request	This report should be available on-demand
3c – POS Product Details	Selectable report showing all attributes of retail products	No, but data exist	
3d – POS Product Sold Detail Report	List of all POS products sold	Yes	Also provide a summary version of this report, showing how many of a certain item was sold at a particular location
3e(i) – Inventory Tracking Report	Show inventory beginning balance, transactions, and closing balance by quantity and extended dollar value for date range	Yes, but cumbersome	
3e(ii) – On Hand Inventory Report	Show how many items of a particular type should be on hand at a particular location	Yes	
3f – Sales Summary	View summary of retail sales by park and date range in the form of a profit/loss statement	No, but data exist	