



Request for Proposal (RFP) for

**ONLINE RESERVATIONS AND POINT OF SALE SYSTEM
TO INCLUDE PROPERTY MANAGEMENT AND HOSPITALITY SERVICES
FOR CAMPGROUND, LODGING, CABINS, AND DAY-USE FACILITIES.**

RFP Number: ASP-CRS-9-22

RELEASE DATE:

SEPTEMBER 30, 2022

PROPOSALS DUE:

NOVEMBER 18, 2022, AT 2:00PM CENTRAL TIME

Alabama Department of Conservation & Natural Resources
Alabama State Parks Division
Attention: Toni Hart
64 North Union Street, Room 538
Montgomery, AL 36130
toni.hart@dcnr.alabama.gov

I. INTRODUCTION

The Alabama State Parks (ASP) is a division of the Alabama Department of Conservation and Natural Resources (ADCNR) and maintains 21 state parks encompassing nearly 50,000 acres of land and water in Alabama. The Parks range in landscape from the beautiful Gulf Coast beaches to the breathtaking Appalachian Mountains. To further enhance our guests' experiences, the ASP Division provides a wide variety of recreational and professional opportunities to our visitors, from day-use and camping activities to resort-style convention lodging, restaurants, marinas, and golfing areas. Our State Parks average five million guests annually; however, in the Fiscal Year 2019-2020, our system served a record 6.2 million guest occurrences.

II. PURPOSE AND SUMMARY OF SCOPE OF SERVICES

The ASP Division is seeking an online, centralized, comprehensive, and fully integrated reservation and point-of-sale system to meet the business needs of the Parks and its guests. The VENDOR shall host the comprehensive system and shall timely provide Parks staff with training, technical support, maintenance, upgrades, and licenses for the system. These services should include, at a minimum, state-of-the-art user-friendly platforms that support:

- Campground, cabins, cottages, and day-use reservation system to support advanced reservations on a 24/7 basis, made online, through a call center, or on-site at Parks. The system must include property management features and be capable of handling group sales and conference services.
- A fully compatible and integrated Point of Sale (POS), Golf Course Management, and Marina Management System.
- Thorough accrual accounting capabilities and associated reporting to include facility use and occupancy.
- See Attachment Section 9 for more details as it relates to system recommendations.

Due to the complex nature of the scope of services, ADCNR anticipates a collaborative solution between a prime contractor and its subcontractors to be reflected in each proposal. If the VENDOR intends to use subcontractors for ADCNR's consideration and approval as provided herein, its response to this RFP must identify the proposed subcontractor(s), reflect their express assent to being proposed as a subcontractor, and designate the portion of the work that each entity will perform.

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SECTION 1: RFP SPECIFICATIONS AND GENERAL TERMS AND CONDITIONS

1.1 COMPLIANCE WITH SPECIFICATIONS

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

- Section 1 contains the general RFP specifications and the terms and conditions of the VENDOR
- Section 2 contains the Schedule of Events
- Section 3 contains the Proposal Format and Content
- Section 4 contains the Qualifications and Experience required
- Section 5 contains the Mandatory Components: System Requirements
- Section 6 contains Optional Components
- Section 7 contains the Cost Proposal
- Section 8 contains the Evaluation and VENDOR Selection
- Section 9 contains Required Terms

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

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

The use of the term “may” in the RFP constitutes something that is not “required” or “mandatory” but is up to the VENDOR’s discretion whether they have the capability to submit or

comply with what is asked. Not answering something that is stated with “may” will not be considered non-responsive.

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

If the VENDOR cannot respond with “ACKNOWLEDGE AND COMPLY,” then the VENDOR must respond with “EXCEPTION.” (See Section 3.9 for additional instructions regarding exceptions.)

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

1.2 RFP NAME

The Alabama Department of Conservation and Natural Resources (ADCNR) has assigned the following RFP identification name -- it must be referenced in all communications regarding the RFP:

**REQUEST FOR PROPOSALS
FOR
ONLINE RESERVATIONS AND POINT OF SALE SYSTEM
TO INCLUDE PROPERTY MANAGEMENT AND HOSPITALITY SERVICES
FOR CAMPGROUND, LODGING, CABINS, AND DAY-USE FACILITIES.**

RFP Number: ASP-CRS-9-22

1.3 PROPOSAL DEADLINE

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

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

1.4 COMMUNICATIONS REGARDING THE RFP

1.4.1 Contact with ASP Staff

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

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

1.4.2 RFP Coordinator

The Coordinator for this RFP will be:

Toni Hart
64 North Union Street, Room 538
Montgomery, AL 36130
Toni.Hart@DCNR.Alabama.gov

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

<https://www.outdooralabama.com/request-Proposals;>

[Construction Permits, Easement and Research Applications | Alapark](#)

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

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

<https://www.outdooralabama.com/request-Proposals;>

[Construction Permits, Easement and Research Applications | Alapark](#)

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

1.4.5 Letter of Intent

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

Submittal of a response to the Letter of Intent is not a prerequisite for submitting a Proposal.

1.4.6 VENDOR Questions

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

Toni.Hart@dcnr.alabama.gov

Submitted questions and requests for clarification must:

- Reference the subject as RFP #: ASP-CRS-9-22
- list the section number in question as applicable, and
- list the RFP page number as applicable.

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

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

1.4.7 Addendum

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

1.5 STATE PARKS DIVISION HEADQUARTERS

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

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

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

1.6 DATA DISCLAIMER

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

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

1.7 GENERAL TERMS AND CONDITIONS OF VENDOR

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

1.7.1 COMMENCEMENT

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

1.7.2 SECURITY AND RELEASE OF INFORMATION

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

1.7.3 CONTRACT A PUBLIC RECORD

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

1.7.4 TERMINATION FOR DEFAULT

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

1.7.5 TERMINATION FOR UNAVAILABILITY OF FUNDS

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

1.7.6 TERMINATION FOR CONVENIENCE

The ADCNR may terminate the performance of work under the Contract in whole or in part whenever, for any reason, the ADCNR, in its sole discretion determines that such termination is

in the best interest of ADCNR or the State. In the event that the ADCNR elects to terminate the Contract pursuant to this provision, it shall so notify the VENDOR in writing. The termination shall be effective as of the date specified in the notice. In such an event, the VENDOR will be entitled only to pay for all work satisfactorily completed and for reasonable, documented costs incurred in good faith for work in progress. The VENDOR will not be entitled to payment for uncompleted work, anticipated profit, unabsorbed overhead, or any other costs.

1.7.7 RECORDS RETENTION AND STORAGE

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

1.7.8 INSPECTION OF RECORDS

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

1.7.9 PAYMENT

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

1.7.10 NON-ASSIGNMENT

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

1.7.11 PRIMARY VENDOR & SUBCONTRACTS

The VENDOR may propose, for ADCNR's consideration, subcontracting for services necessary to the completion and maintenance of the Scope of Services by articulating the same in its Response to the RFP. VENDORS may establish partnership relationships to fully provide all requirements

defined by the RFP. VENDORS engaged in a partnership relationship shall submit a single Proposal in response to this RFP. Partnership relationships shall be clearly defined by Proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. It is expected that any item in the Proposal response guidelines that related to an individual vendor's capabilities shall be responded to for each vendor in the partnership relationship. The VENDOR must identify its proposed subcontractors and identify the responsibilities of each entity. The ADCNR reserves the right to provide prior written approval for any proposed segregation of duties as well as the subcontracted function and the subcontractor. VENDOR's identified subcontractors will be deemed approved by ADCNR unless ADCNR expressly disapproves of the proposed subcontractor or personnel.

After the award of a contract, the VENDOR may only substitute an approved subcontractor at the discretion of ADCNR and with ADCNR's prior written approval.

ADCNR reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any assignment, or personnel of the prime contractor or of the subcontractor. Furthermore, ADCNR reserves the right to withdraw or revoke its prior approval of any subcontractor or its personnel. ADCNR will document in writing the reason(s) for rejection of personnel.

For the purpose of this RFP, organizations may be subcontracted on multiple Proposal submittals, and the same organization can submit a Proposal as the primary VENDOR or as a SUBCONTRACTOR. Subcontractors include those whose services shall be purchased, or software licensed by the VENDOR, and any business partnerships between the VENDOR and others. Subcontractors shall demonstrate the capability to perform the function to be subcontracted at a level equal to or superior to that of the VENDOR. All subcontracts shall be in writing, with the subcontractor functions and duties clearly identified, and shall require the subcontractor to comply with all applicable provisions of this RFP. The VENDOR shall at all times remain responsible for the performance of any subcontractors approved by the ADCNR. The VENDOR's responsibility for damages shall apply whether performance or nonperformance was by the VENDOR or one of its subcontractors. The ADCNR shall not release the VENDOR from any claims or defaults of this Contract that are predicated upon any action or inaction or default by any subcontractor of the VENDOR, even if such subcontractor was approved by the ADCNR. The VENDOR shall give the ADCNR notice in writing by certified or registered mail of any action or suit filed against it by any subcontractor and prompt notice of any claim made against the VENDOR by any subcontractor or the VENDOR, which in the opinion of the VENDOR may result in litigation related in any way to this Contract with the ADCNR or the State of Alabama.

The ADCNR reserves the right to separate the performance of the Scope of Services and award to multiple vendors all services or for any part of services in consideration of the best interests of the State of Alabama.

1.7.12 TERMINATION CLAIMS

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

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

At the Contract price(s) for completed deliverables and services delivered to and accepted by the ADCNR

At a price mutually agreed by the VENDOR and ADCNR for partially completed deliverables

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

1.7.13 CONFLICT OF INTEREST

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

1.7.14 RETROSPECTIVE ADJUSTMENTS FOR PERFORMANCE LEVEL

VENDOR UNDERSTANDS AND ACKNOWLEDGES THAT MONTHLY ADJUSTMENTS WILL BE MADE FOR DEFICIENCIES IN PERFORMANCE AND UNSATISFACTORY EXECUTION, PER THE CRITERIA OUTLINED IN THE TERMS OF THE AWARDED CONTRACT. No performance-deficiency adjustments will be made until written notice has been issued to the VENDOR.

Examples of deficiencies that would trigger the application of retroactive adjustments include, but are not limited to:

- Failure to deliver requirements before go-live deadline;
- Critical errors preventing system use;
- Failure of system requirement;

- Other instances of failures.

Repeated instances of failure to perform in a satisfactory manner or to promptly correct deficiencies may result in an imposition of penalties as specified below, or of a determination of breach of contract.

1.7.15 LIQUIDATED DAMAGES

The purpose of liquidated damages is to ensure adherence to the performance requirements in these Contracts. It is agreed by the ADCNR and the VENDOR that, in the event of unsatisfactory performance or a failure to meet Contract requirements, damage shall be sustained by the ADCNR. It is further agreed by the VENDOR that it is and shall be impractical or extremely difficult to ascertain and determine the actual damages which the ADCNR shall sustain in the event of, or by reason of, such failure. It is therefore agreed that the VENDOR shall pay the ADCNR for such failures, at the sole discretion of the ADCNR, the amount of up to two thousand, five hundred dollars (\$2,500) per day per each documented violation or instance of unsatisfactory performance in accordance with a schedule of damages to be provided by the ADCNR. The ADCNR shall first notify the VENDOR of the applicable deficiency(ies) in writing and the appropriate deduction will be made in the following monthly payment and in accordance with a schedule of damages to be provided by the ADCNR. The ADCNR may, in its sole discretion, waive an assessment of liquidated damages for a specific occurrence of non-compliance.

The VENDOR shall develop, deliver, and maintain a Failure Report listing all failures to deliver any function of any paragraphs in the Contract. This report must include a description of each failure; the date and time each failure began; the plan of action for each failure; the current status of each failure; and the VENDOR representative, including contact information, responsible for the resolution of each failure. This report must be provided to designated ADCNR staff no later than 10:00 am each day, following the day of the failure(s).

1.8 ADDITIONAL REQUIREMENTS OF VENDOR

1.8.1 Licensure

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

Should a foreign corporation be selected to provide professional services in accordance with this RFP, it must be qualified to transact business in the State of Alabama in accordance with Section 10-2B-15.01, et seq., Code of Alabama (1975), and possess a Certificate of Authority issued by the Secretary of State at the time a professional services Contract is executed. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324,

www.sos.state.al.us. The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the Proposal.

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

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

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

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

- 1.8.3 Compliance with Anti-Boycott Clause

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

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

- 1.8.4 Contract Manager

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

- 1.8.5 Workdays and Hours

It is anticipated that the ADCNR and VENDOR(s) team members will work on a Monday through Friday schedule, with a normal workday beginning at 8:00 a.m. and ending at 5:00 p.m. Central time. ADCNR's team will also have some holidays which might be in addition to those provided by the VENDOR's own policies. VENDOR must ensure sufficient, onsite coverage during 90% of ADCNR's normal business hours to facilitate the management of the project and expeditious resolution of issues, unless otherwise approved in advance by the ADCNR.

While ADCNR acknowledges that observance of the ADCNR's normal workday schedule may not always be possible, the VENDOR should prepare its Proposal with the expectation that ADCNR's team will primarily work according to the normal workday schedule. ADCNR assigned staff will be permitted to take state leave days in accordance with approved standard leave and holiday

schedules. The VENDOR should take ADCNR assigned staff's expected schedule into consideration when planning the staffing model for the VENDOR's consultants.

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

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

These hours do not pertain to VENDOR support requirements which are outlined separately in the Scope of Work.

1.8.6 General Liability Insurance

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

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

SECTION 2: SCHEDULE OF EVENTS

2.1 RFP SCHEDULE OF EVENTS

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

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

Event	Date
Issuance of RFP (PDF) via Construction Permits, Easement and Research Applications Alapark Request for Proposals and Qualifications Outdoor Alabama.	Sept. 30, 2022
Deadline for Submission of Letter of Interest	Oct. 14, 2022
Deadline for Submitting Written Questions by 4:00 PM Central Time	Oct. 28, 2022
Anticipated Responses to VENDOR’s Questions	Nov. 4, 2022
Deadline for Submitting Proposals to the ADCNR by 2:00 PM Central Time	Nov. 18, 2022
Anticipated General Review for Compliance & Initial Review Committee – Evaluation Period for Proposal	Dec. 9, 2022
Anticipated notification to VENDOR to set up In-person Presentations/Interviews	Week of Dec. 12th
Mandatory (anticipated) in-person Presentations/Interviews <i>(ADCNR may ask that vendors provide access to their training mode/sandbox/dry run of their software)</i>	Week of Jan. 16th
Anticipated Full Review Committee - Evaluation Period for Proposal	Jan. 31, 2023

Anticipated Review Committee's Recommendation and Contract Negotiation with potential VENDOR	February 2023
Anticipated ADCNR Approval	March 2023
Anticipated Contract Start	TBD

There are no exceptions provided to deadlines for VENDORS. However, ADCNR reserves the right to change dates/times at its sole discretion.

SECTION 3: PROPOSAL FORMAT AND CONTENT

3.1 GENERAL FORMAT

VENDORS must respond to this RFP with a Proposal divided into introductory items and four (4) major sections:

- Transmittal/Cover Letter
- Table of Contents
- VENDOR Qualifications and Experience – See Section 4
- Mandatory System Requirements (Scope of Work) – See Section 5
- Optional - See Section 6
- Cost Proposal – See Section 7

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

The VENDOR must structure its response in the same sequence, using the same labeling and numbering that appears in the RFP section in question. For example, the Proposal would have a major section entitled “VENDOR Qualifications and Experience.” Within this Section, the VENDOR would include their response, addressing each of the numbered sections in sequence, as they appear in the RFP:

i.e. 4.2.1, 4.2.2, 4.2.3, and so on. The response to each section must be preceded by the section text of the RFP followed by the VENDOR’S response.

3.2 TRANSMITTAL/COVER LETTER

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

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

3.2.2 The Proposal Transmittal Letter must be an offer from the VENDOR. The Proposal Transmittal Letter must reference and respond to the following subsections in sequence. Following the cover sheet and table of contents, the Transmittal Letter must be on the first page of the Proposal.

3.2.3 The letter must state that the Proposal remains valid for at least one hundred and twenty (120) days subsequent to the Deadline for Submitting Proposals (Section 2, RFP Schedule of Events) and thereafter in accordance with any resulting Contract between the VENDOR and ADCNR. A Proposal may not be modified, withdrawn, or canceled by the VENDOR for a 120-day period following the deadline for Proposal submission as defined in the Schedule of Events, or receipt of

the best and final offer if required, and VENDOR so agrees in submitting the Proposal.

- 3.2.4 The letter must provide the complete legal entity name, the form of business (e.g. LLC, Inc., etc.), and Federal Employer Identification Number (FEIN) of the firm submitting the Proposal.
- 3.2.5 The letter must state whether the VENDOR or any individual who will perform work under the Contract has a possible conflict of interest (i.e. employment by the State of Alabama, State Parks Division (SPD), or ADCNR) and if so, must state the nature of that conflict. The ADCNR reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offer. Such determination regarding any questions of conflict of interest must be solely within the discretion of the ADCNR.
- 3.2.6 The Letter must state an unequivocal understanding of the general information presented in all sections and agree with all requirements/conditions listed in the RFP. Any and all exceptions to mandatory requirements of the RFP must be defined in (Attachment 1) VENDOR Exceptions.
- 3.2.7 No reference is to be made to any pricing information or elements of the dollar amount in the Transmittal Letter. If any element of the dollar amount is referred to in the Transmittal Letter, the VENDOR may be disqualified.

3.3 SECTION COVERSHEET

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

3.3.1 Table of Contents

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

3.4 USE OF ELECTRONIC VERSIONS OF THIS RFP

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

3.5 SUBMISSION

Proposals must be prepared on standard 8 ½" x 11" paper and each major section must be bound separately. All Proposal pages must be numbered unless specified otherwise. Foldouts containing

charts, spreadsheets, and oversize exhibits are permissible. All Proposals, as well as any reference material presented, must be written in English.

3.6 LOCATION

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

AL Dept of Conservation & Natural Resources
Alabama State Parks Division - BIDS
Attn: Toni Hart
64 North Union Street, Room 538
Montgomery, AL 36130

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

3.7 MULTIPLE PROPOSALS

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

3.8 JOINT VENTURES

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

3.9 SUBCONTRACTOR DEFINITION

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

3.10 PROPOSAL SUBMITTAL

VENDORS must submit seven (7) signed original hardcopy Proposal and one (1) electric copy USB flash drive of the entire Proposal to the RFP Coordinator in a sealed package and clearly marked:

“Proposal in Response to ASPRS Online Reservations and Point of Sale System RFP – Alabama State Parks RFP # ASP-CRS-9-22 - Do Not Open”

The USB flash drive version of the Proposal must contain the following:

One (1) complete copy of the Proposal and attachments without redaction of all confidential and/or proprietary information in Acrobat PDF format. VENDOR may notate any confidential and/or proprietary information.

One (1) complete copy of the Proposal and attachments with redaction of all confidential and/or proprietary information in Acrobat PDF format.

All required videos as listed in the n Scope of Work. Videos should be in MP4 format. Individual videos should be no more than 10 minutes each, and the maximum file size is 500MB per video.

3.11 EXCEPTIONS

If a VENDOR cannot comply with a requirement of the RFP, the VENDOR must complete (Attachment I) VENDOR Exceptions and include it as an attachment to the VENDOR Qualifications and Experience Proposal. The VENDOR must fill out a separate sheet for each exception. ADCNR understands that a reservation system is complex and if a VENDOR has a requirement partially complete or does not fully meet the requirements outlined in the ATTACHMENTS Section the VENDOR must complete Attachment I.

3.12 NON-RESPONSIVENESS

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

3.13 REQUIRED REVIEW AND WAIVER OF OBJECTIONS BY VENDOR

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

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

Any question or objection will be considered waived and invalid if not brought to the attention of the RFP Coordinator, in writing, by the Deadline for Written Questions as defined in Section 2.

3.14 RELEASE OF CLAIMS

By submitting a response to this RFP, VENDOR agrees that it will not bring any claim, protest, or cause of action of any type against the ADCNR based on any misunderstanding concerning the information

provided in the RFP or concerning ADCNR's purported failure to provide the VENDOR with pertinent information regarding this RFP.

3.15 PROPOSAL PREPARATION AND PRESENTATION COSTS

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

3.16 PROPOSAL WITHDRAWAL

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

3.17 PROPOSAL AMENDMENT

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

3.18 PROPOSAL ERRORS

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

3.19 INCORRECT PROPOSAL INFORMATION

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

3.20 PROPOSAL CLARIFICATIONS AND DISCUSSIONS

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

The ADCNR will not be liable for any costs associated with such clarifications. The purpose of any such clarifications will be to ensure a full understanding of the Proposal.

Clarifications will be limited to specific sections of the Proposal identified by the ADCNR. If clarifications are requested, the VENDOR must put such clarifications in writing within the time frame specified by the ADCNR in the request.

3.21 RIGHT OF REJECTION

- 3.19.1 After consultation, the ADCNR reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in its entirety.
- 3.19.2 Any Proposal received which does not meet the requirements of this RFP, may be considered to be non-responsive, and the Proposal may be rejected. The VENDOR must comply with all of the terms of this RFP and all applicable State laws and regulations. The ADCNR will reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 3.19.3 The ADCNR reserves the unilateral right to amend this RFP in writing at any time. The ADCNR also reserves the right to cancel or reissue the RFP at its sole discretion. The VENDOR must respond to the final written RFP and any exhibits, attachments, and amendments.

3.22 DISCLOSURE OF PROPOSAL CONTENTS

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

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

If ADCNR does not disclose information pursuant to an open records request, the VENDOR agrees to intervene in and defend any lawsuit brought against ADCNR for its refusal to provide VENDOR's

alleged confidential and/or proprietary information to a requesting party. ADCNR will provide VENDOR written notice of any such lawsuit promptly after receipt of service by ADCNR. VENDOR must intervene timely and promptly or will be deemed to have waived any and all claims that information contained in the Proposal is confidential and/or proprietary and any and all claims against ADCNR for disclosure of VENDOR'S alleged confidential and/or proprietary information.

3.23 COPYRIGHT PERMISSION

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

3.24 OWNERSHIP OF DATA

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

SECTION 4: QUALIFICATIONS AND EXPERIENCE

4.1 SECTION SUBMISSION

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

1. Section Cover Sheet
2. VENDOR's Mandatory Required Documentation
3. VENDOR's General Qualifications and Experience
4. References
5. Staffing

4.2 VENDOR'S MANDATORY REQUIRED DOCUMENTATION

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

- 4.2.1 The VENDOR must provide written confirmation that they comply with the provisions of this RFP, without exceptions unless otherwise noted. If VENDOR fails to provide such confirmation, the ADCNR, at its sole discretion, will determine the Proposal to be non-responsive, and if deemed non-responsive the Proposal will be rejected.
- 4.2.2 Act 2001-955 requires an Alabama Disclosure Statement to be completed and filed with all Proposals, bids, Contracts, or grant Proposals to the State of Alabama in excess of \$5,000. VENDORS must go to the URL: [Disclosure Statement \(alapark.com\)](http://Disclosure Statement (alapark.com)) to download a copy of the Alabama Disclosure Statement. The Alabama Disclosure Statement must be filled out and must be submitted with the Proposal and attached to the VENDOR Qualifications and Experience Section.
- 4.2.3 The VENDOR must provide an "acknowledge and comply" statement that the VENDOR has a continuing obligation to disclose any change of circumstances that will affect its qualifications as a VENDOR.
- 4.2.4 The VENDOR must provide an "acknowledge and comply" statement that the proposed solution will be implemented no later than the date shown in Section 2, RFP Schedule of Events. Completion includes successful implementation and roll-out of the system to all locations statewide.

4.3 VENDOR'S GENERAL QUALIFICATIONS AND EXPERIENCE

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

The VENDOR must provide the following:

- 4.3.1 A brief, descriptive statement indicating the VENDOR'S credentials to deliver the services sought under this RFP;
- 4.3.2 A brief description of the VENDOR'S background and organizational history;
- 4.3.3 Number of years in business;
- 4.3.4 A summary to include the location of the VENDOR'S headquarters and the number of branch locations within the State of Alabama, if applicable;
- 4.3.5 A brief statement of how long the VENDOR has been performing the services required by this RFP;
- 4.3.6 A detailed description of relevant online reservation software as a service (SaaS) implementation and maintenance experience within the last five (5) years. The narrative in response to this Section must thoroughly describe the VENDOR'S experience with providing the services sought under this RFP. In this Section, the VENDOR is encouraged to provide sample documents describing the VENDOR'S experience.
- 4.3.7 A description of the number of employees and client base;
- 4.3.8 Whether there have been any mergers, acquisitions, sales, or reorganization of the VENDOR company within the last five (5) years (and if so, an explanation providing relevant details);
- 4.3.9 A statement as to whether any VENDOR employees that will be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony; and if so, an explanation providing relevant details;
- 4.3.10 A statement as to whether there is pending or current litigation that would impair VENDOR'S performance in a Contract under this RFP;
- 4.3.11 A statement as to whether, in the last ten years, the VENDOR has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 4.3.12 A statement as to whether the VENDOR has ever been disqualified from competition for government Contracts; and if so, an explanation providing details;
- 4.3.13 A statement as to whether the VENDOR has ever been dismissed from a government Contract because of unsatisfactory performance; and if so, an explanation providing relevant details;
- 4.3.14 A statement as to whether the VENDOR has ever been dismissed from a non-government Contract because of unsatisfactory performance; and if so, an explanation providing relevant details;
- 4.3.15 Form of business (e.g. LLC, Inc., etc.);
- 4.3.16 A statement to identify the name of any subcontractor the VENDOR is planning on using for this project
- 4.3.17 A statement as to whether any Subcontractor employees to be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony; and if so, an explanation providing relevant details;

- 4.3.18 A statement as to whether there is any pending litigation against the Subcontractor; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Subcontractor's performance in a Contract under this RFP;
- 4.3.19 A statement as to whether, in the last ten years, the Subcontractor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 4.3.20 A statement as to whether the Subcontractor has ever been disqualified from competition for government Contracts; and if so, an explanation providing details;
- 4.3.21 A statement as to whether the Subcontractor has ever been dismissed from a government Contract because of unsatisfactory performance; and if so, an explanation providing relevant details;
- 4.3.22 A statement as to whether the Subcontractor has ever been dismissed from a non-government Contract because of unsatisfactory performance; and if so, an explanation providing relevant details.
- 4.3.23 A statement as to demonstrate the integration (products, reporting, financials, interfaces, and overall system) between the primary VENDOR and their proposed subcontractors.

4.4 REFERENCES

The VENDOR must provide at least three (3) references of online reservation systems and related services.

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

- 4.4.1 Client name;
- 4.4.2 Description of service provided;
- 4.4.3 A description of the VENDOR'S roles and responsibilities;
- 4.4.4 Maximum number of staff on-site with the client (over the entire period of client service);
- 4.4.5 Time period of the project and/or Contract must be stated in the form of "from-to" dates (e.g., "Jan. 09 -- March 11"). Do not state this as a length of time (e.g., "two years"), without start and end dates;
- 4.4.6 Has/Did the client renew services with VENDOR(S)?
- 4.4.7 Client's contact reference name, E-mail address, and telephone number; provide a primary and secondary contact for each client. The VENDOR must verify the accuracy of this information (names, E-mail addresses, and telephone numbers) within thirty (30) days prior to the "Deadline

for Submitting a Proposal" date. If the ADCNR is unable to contact a reference after a reasonable effort, the evaluation will proceed as if the reference were unfavorable; and

- 4.4.8 Label the reference responses as follows: "VENDOR Reference # 1," followed by specific responses to 4.4.1 through 4.4.7; etc.

4.5 STAFFING

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

- 4.5.1 VENDOR must provide a dedicated business analyst and/or project manager to be the point person for the Contract and aid in the implementation and ongoing updates and product development.
 - a. Vendor must identify who will be the dedicated business analyst or project manager and provide a copy of his/her resume.

4.6 PROJECT ORGANIZATION CHART

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

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

- 4.6.1 Title;
- 4.6.2 Name;
- 4.6.3 Designation as a Key or Non-Key position.
- 4.6.4 Description of project role and responsibilities;
- 4.6.5 Percentage of time to be assigned; and
- 4.6.6 Percentage of time to be spent on site.

4.7 STAFFING TIME

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

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

4.8 EMPLOYMENT CERTIFICATION

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

SECTION 5: MANDATORY COMPONENTS: SYSTEM(S) REQUIREMENTS

PURPOSE AND SCOPE: The Alabama Department of Conservation and Natural Resources (ADCNR) is soliciting Proposals on behalf of the State Parks Division (SPD) to establish a Contract for services for State Parks Property Management, Reservations, and Point of Sales for campgrounds, cabins, lodges, and day-use facilities.

Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below. RFP submissions must clearly demonstrate acknowledgment of each requirement and provide examples of how VENDOR will perform/meet the requirements. Submissions must also include pre-recorded video(s) that, at a minimum, include a system(s) overview and include details from all video requirements listed in this section. The videos must be submitted in addition to the required written responses. Video requirements should be met by providing one general overview/introductory video and then additional short videos addressing each video requirement. Videos should be in MP4 format and no more than 10 minutes each. The maximum video file size is 500MB. A list of all Supplemental Video Requirements can be found in Attachment II.

5.1 GENERAL

- 5.1.1 Reservation System(s) must be capable of taking advanced and same-day reservations online, over the phone, and in-person for various facilities, passes, and programs, including at a minimum: hotel rooms, group lodges, campsites, cabins/chalets/cottages, group camps, day-use facilities, cave tours, boat/equipment rentals, activity permits, annual passes, and program tickets. In addition, there must be integrated functionality for point of sale (POS), group sales and banquet management, restaurant management, golf course management, and marina management.
- 5.1.2 System(s) integration is based on seamless interfacing for both staff and customer applications including but not limited to the web interface, accounting reports, multi-facility bookings, group sales, add-on merchandise transactions, and equipment rental, etc. Strong preference will be given to VENDORS who can demonstrate multiple years of successfully integrated software platforms.
- 5.1.3 System(s) data can be stored in cloud-based or on-premises servers so long as requirements within this requirements section are met. VENDOR should describe any benefits, limitations, or exceptions based on server set-up as well as who pays/owns the servers.
- 5.1.4 Alabama State Parks operations utilize accrual accounting procedures. Monthly cutoffs for each fiscal period will be the last Tuesday of every month. See the example below. System(s) should operate in such a way that there is daily accrual of revenue posted to folios (more details provided in the Accounting and Reports section).

FISCAL YEAR 2021-2022

Monthly cut off will be the last Tuesday of every month.

Start Date	# Days	End	Period
9/22/2021	35	10/26/2021	1
10/27/2021	35	11/30/2021	2
12/1/2021	28	12/28/2021	3
12/29/2021	28	1/25/2022	4
1/26/2022	28	2/22/2022	5
2/23/2022	35	3/29/2022	6
3/30/2022	28	4/26/2022	7
4/27/2022	35	5/31/2022	8
6/1/2022	28	6/28/2022	9
6/29/2022	28	7/26/2022	10
7/27/2022	35	8/30/2022	11
8/31/2022	21	9/20/2022	12

5.2 CONFIGURATIONS AND PROPERTY MANAGEMENT

- 5.2.1 System(s) must allow for the configuration of rental units to appropriately fit the Alabama State Parks business model. It is understood that systems may have different nomenclature, but please review the example hierarchy below and detail how this model fits within your system. **Supplemental Video Requirement: Highlight the system(s) setup related to park > facility > unit hierarchy; and summarize how this impacts system configurations and customer view.**
- 5.2.2 Alabama State Park facility hierarchy: Region > District > Park > Facility > Unit type > Unit (e.g. North Region > Northwest District > Joe Wheeler State Park > Improved Campground > Premium: W/E/S > Unit B02); Category is a separate grouping which allows for review of details and configurations at the statewide level or park-specific level for units of like type (e.g. All improved camping unit types, all cabin unit types, all primitive camping unit types, etc.)
- 5.2.3 For lodges, cabins, and cottages, the system(s) must allow the configuration of room blocks to be used for group and package sales; therefore, facility setup must include any needed configurations for room blocking
- 5.2.4 The system(s) must be configurable for the following list of features, characteristics, restrictions, etc. VENDOR must provide a high level of configurability park-to-park. VENDOR should: (1) describe the levels of configurability (system-wide, park-specific, unit type, unit category, unit-specific, etc.), (2) whether authorized users can adjust configurations, and (3) express any configuration limitations. **Supplemental Video Requirement: demonstrate set up for each of the following configurations**
- 5.2.5 **Minimum stay restriction:** System(s) must be configurable at the unit type level to allow minimum stay restrictions to be specified based on recurring days (e.g. 2-night minimum all regular weekends) or a specific set of dates (e.g. holidays or special events), and must be configurable for

different rules based on specified date ranges (e.g. 7-night minimum during peak season and 3 night minimum during off-season). Restrictions should be configurable by channel, and when applied on an internal channel, there must be an alert and option for an override when staff attempt to make a booking that does not meet the restriction.

- 5.2.6 Maximum stay restriction:** System(s) must be configurable at the unit type level to allow maximum stay restrictions to be specified. Restrictions should be configurable by channel, and when applied on the internal channel, there must be an alert and option for an override when staff attempt to make a booking that does not meet the restriction. Additionally, VENDOR(s) should describe any system tools or reports for preventing customers from booking multiple stays back-to-back to avoid maximum stay restrictions. Note that Alabama State Parks applies a maximum stay per unit, and customers are allowed to stay on-site longer than the maximum stay but must move sites in order to do so.
- 5.2.7 Booking window:** At a minimum, System(s) must allow the booking window to be defined by unit category or unit type per park. Restrictions should be configurable by channel such that online booking windows are different than internal. Additionally, this setting must be configurable to the user level (e.g. Managers can book further into the future than cashiers). The standard booking window for Alabama State Parks is 365 days to arrival date. VENDOR should highlight any configurations or strategies available in the system(s) to prevent date sliding.
- 5.2.8 Reservation cut-off:** At a minimum, System(s) must allow reservation cutoff to be defined by unit category or unit type per park (e.g. campground units may have a same-day cutoff of 8 pm while cabin/cottage units have a cutoff of midnight before arrival date). Restrictions should be configurable by channel, and when applied on the staff/pos level, there must be an alert and option for an override when staff attempt to make a booking that does not meet the restriction.
- 5.2.9 Seasons** – for parks that have seasonal closures or unique seasonal operations, there must be a configuration that allows seasons to be set to allow web-viewability and web-booking based on the season. Seasons must be configurable for specific unit types and facilities.
- 5.2.10 Holds** – The system(s) must allow for ADCNR staff to place any unit on hold for administrative or maintenance purposes. Units on hold must be removed from availability for the duration of the hold. Any hold must record the name of the person placing the hold and the reason for the hold. Default settings should be such that units on hold will show vacant on occupancy reports, but there must be configured such that held/blocked units are not considered when calculating occupancy reports.
- 5.2.11** The system(s) must allow for unit details to be configured to include amenities, physical site characteristics, and accessibility details. **Supplemental Video Requirement – VENDOR should demonstrate how unit details are configured, and how the system(s) encourage consistency amongst units within the same category.**

5.3 FOLIO MANAGEMENT

- 5.3.1** The system(s) should maintain a guest folio (i.e. master bill) in such a way that all associated reservations and transactions are tracked with unique identification numbers within the label of the master folio. Folios should be organized in such a way that they can be split or combined

based on conditions of stay. Folio management is especially important for group sales. As such, additional details related to folio management is provided in the Group Sales section.

- 5.3.2 Each reservation and transaction within a folio must have its own unique identification number. Any modification must become part of the original reservation and have the same identification number.
- 5.3.3 The system(s) must allow the addition of notes or comments to any folio by park staff. There should be the capability of applying comments attached to specific unit reservations, general folio comments viewable by staff and customers, and internal folio comments (not viewable by customers)
- 5.3.4 All actions, with or without financial transactions, must be tracked and recorded in such a way that designated users can view all relevant details about folio update/change, who made changes, and date/time changes were made. This non-editable audit journal for each folio must show the state before and the state after the entry or change and be identifiable by the user, location, date, and time.
- 5.3.5 Successful folio management is dependent upon payment processing integration which provides the ability for staff to post charges and issue refunds to the authorized card which has been tokenized and is securely held in compliance with PCI DSS. More detail is provided in the Payment Processing requirements.
- 5.3.6 Incidentals, merchandise, and other park experiences (e.g. restaurant meals, golf rounds, boat rentals, etc.) must be able to be posted to folio at customer request. System(s) must validate that folio is in good standing either at the time of posting charge or during the nightly audit process. In the case that the evening audit identifies any charges posted to folios with no valid card on file, system(s) must automatically trigger an alert and prevent checkout.
- 5.3.7 System(s) must be capable of allowing multiple folios for one unit (e.g. Business trip for 3 employees who stay in a cabin and all need individual receipts)
- 5.3.8 System(s) must be able to combine multiple folios into one master bill, with configurations that allow for room rental to be covered by the master while incidentals remain on individual folios.
- 5.3.9 System(s) must be able to allow house accounts to accommodate miscellaneous charges, staff housing, or other unique billing scenarios. VENDOR should describe how house accounts are authorized and who has access.

Supplemental Video Requirement: Demonstrate key features of folio management.

5.4 UNIT PRICING AND FEES

Supplemental Video Requirement: Demonstrate how pricing is configured and applied.

- 5.4.1 System(s) must allow pricing to be set up in such a way that they can be configured for:
 - Unit Type by Facility
 - Specific units

- Specific dates and date ranges
 - Days of the week – if specified by weekend and weekday, weekends must be configurable by facility by park (e.g. pavilion rentals at one park may consider Saturday/Sunday to be weekend rates while camping units at same park consider Friday/Saturday to be weekend rates)
 - Market codes/customer classifications
- 5.4.2 System(s) must allow for unit pricing or per-person pricing with both types existing for the same unit for different customer classifications (e.g. Boy Scouts pay a flat per-person rate while other customers are charged a traditional unit fee on designated campsites)
- 5.4.3 The system(s) must calculate all reservation fees at the time of the reservation and be able to collect all fees at the time of the reservation. Fees must be configurable to be non-refundable where applicable. The current fee structure includes a resort fee based on a percentage of total unit cost (variable by the park) and a non-refundable reservation fee per booking.
- 5.4.4 The system(s) must calculate all lodging taxes and nightly surcharges at the time of the reservation. Typical lodging taxes include state lodging taxes, and, city and county lodging taxes, and some facilities include a nightly surcharge required by the local municipality. The nightly surcharge must be correctly calculated per night regardless of the type of rate enforced (e.g. weekly or monthly). Lodging taxes must be configurable by the facility as some park facilities are located in different counties (e.g. Joe Wheeler State Park has facilities in three different counties).
- 5.4.5 The system(s) must give park staff the ability to create promotional rates and discounts. These promotional rates and discounts must be configurable by date of stay, date of booking, park, facility, and unit type within a park. Promotions and discounts should be configurable for percentage off, flat-rate discount, or buy x get y. Promotional and discount rates must be configurable by channel. All discount and promotional rates must be trackable through a VENDOR-provided report.
- 5.4.6 Cancellation and modification fees must be configurable by unit type and facility as the following:
- Flat fee
 - First night's rate and fees (when weekly/monthly rate is applied, the system must auto calculate nightly rate)
 - Percentage of stay
- 5.4. Fees for unit extras must be configurable, at a minimum by unit type and place, for add-on charges such as pet fees, additional guests, additional people, late checkout, etc. These extras must be configurable to be required or optional at both the online and pos level.

5.5 DYNAMIC PRICING AND RATE YIELDING

Supplemental Video Requirement: Demonstrate how dynamic pricing is configured and applied.

The system(s) must be capable of providing dynamic pricing/yield management at the unit-specific, unit type, and facility-level with the following specifications:

- 5.5.1 Rates should be capable of being automatically adjusted (when configured) based on occupancy and time window ahead of arrival
- 5.5.2 Dynamic rate must be clearly presented to staff and customers (before adding reservation to cart)
- 5.5.3 Dynamic rate structure can be set by order of precedence
- 5.5.4 Dynamic rate can be based on “Rack” rate for a given date, but the dynamic rate must be based on a single day (not apply the rate to the entire stay based on criteria on the date of arrival)
- 5.5.5 Dynamic rates should be able to be configured by set dollar amount and/or by percentage
- 5.5.6 Configurable to override for weekly/monthly rates being made at POS
- 5.5.7 Configurable for staff to override dynamic rate based on security rights
- 5.5.8 Occupancy calculation configurable to include/exclude blocks
- 5.5.9 Settings configurable to include/exclude any usage classifications
- 5.5.10 Settings configurable to include/exclude specific days of the week
- 5.5.11 Accurate reports should be available to support dynamic pricing decisions
- 5.5.12 Modifications to reservations should be properly handled as related to dynamic rates:
 - Upon modifying a stay to add new nights, the existing nights in the stay will keep the originally booked rate and the additional (new) nights would be calculated based on the current dynamic rate
 - If the number of nights of the existing reservation is reduced, the originally booked rate would be retained
 - If modifying to a new unit within the same unit type (same or different facility) for the same dates/length of stay, original rates should be retained.
 - If switching unit types, the current dynamic rate should be applied.

5.6 PERMITS, PASSES, TOURS, DAY-USE RENTALS, AND TICKETING

- 5.6.1 The system(s) must be capable of recording sales of a variety of passes, permits, and tickets, including but not limited to, day-use passes, annual or seasonal passes, time-based tour tickets, event admission tickets, amenity passes/tickets, off-road trail user passes and tickets, etc. The system(s) must be capable of creating issuable passes, permits, and tickets which can be provided to the guest by a variety of methods, including virtual (electronic), printed paper, printed card, and plastic “ID cards.”

- 5.6.2 The system(s) must be capable of managing the boat and other equipment rentals using a time-based matrix and managing rental inventory. The time-based matrix must be capable of managing rentals at least in intervals of 30 minutes, 1 hour, 4 hours, and 8 hours.
- 5.6.3 All passes, permits, tickets, and rentals must be reservable online and must be configurable to allow or dis-allow same-day sales online.
- 5.6.4 Many Alabama State Parks have busy entrance gates that can quickly create congestion. VENDOR should present options for efficiently processing guest entry using all payment options including validation of pre-paid passes and tickets. **Supplemental Video Requirement: Demonstrate how day-use tickets/passes are sold at park and how pre-paid passes (e.g. annual pass) are validated.**
- 5.6.5 System must offer the ability for annual passes to be auto-renewed and automatically email customers with upcoming pass expiration.

VENDOR should demonstrate any integrations with automated gate systems or payment systems.

5.7 RESERVATIONS

- 5.7.1 System(s) must have the capability to provide site-specific reservations, bookable through all channels.
- 5.7.2 System(s) must have the capability to provide non-site-specific reservations, bookable through all channels. ADCNR staff must be able to assign non-site-specific reservations to a specific unit prior to or at the time of arrival. VENDOR(s) should provide a clear example of how site assignment is accomplished and how it affects available inventory.
- 5.7.3 System(s) must have the capability to provide unnumbered reservations, bookable through all channels. Unnumbered reservations differ from non-site specific in that no unit is assigned (e.g. primitive camping area that does not have defined site numbers).
- 5.7.4 Reservation System(s) must transmit data between the channels in real-time such that all channels can see a continuously up-to-date inventory of available units. However, system(s) must have the ability for online inventory to be held for a set time after being released on an internal channel in order to prevent staff from losing unit(s) for a customer while making modifications or adjustments.
- 5.7.5 Any unit that is not occupied, reserved, or otherwise on hold must be available to walk-in guests, and the system(s) must track walk-in reservations separately from call-in reservations. Note that in most cases, the same register and staff attendant will be processing walk-in and advanced phone reservations.
- 5.7.6 The system(s) must be able to collect, at a minimum and for all reservations, the guest's name, address, phone number, email address, date of birth, the number of occupants or people in the party, number of children, number of pets, number and type of camping trailers and/or tents, vehicle license number. In addition, for campsites, the system(s) must also collect information about equipment type on each site. For group sites, the system(s) must collect the name of the group and the contact information of the responsible party.
- 5.7.7 The system(s) must print and email confirmations of all reservations, cancellations, or

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

- 5.7.8 System(s) must be capable of allowing deposits to be made for a reservation and/or full payment. This must be configurable at a minimum by the park. The deposit is calculated as the first night's rental price plus tax, resort fee, and non-refundable reservation fee.
- 5.7.9 The system(s) must be configurable, per park and per channel, to allow multiple reservations per transaction. System(s) must allow customers to either pay in full or by deposit. When multiple reservations are being booked by deposit, the deposit amount must be automatically calculated accurately for each reservation. System(s) should be configurable for setting a maximum number of reservations per transaction based on the booking channel.
- 5.7.10 For day use units, the default reservation duration will be one full day; however, the system(s) must be configurable to allow reservations for hour increments or multiple-day durations. Multi-day reservations on day-use units should be held in the same folio.

5.8 CANCELLATIONS AND MODIFICATIONS

- 5.8.1 The system(s) must allow for modifications, cancellations, or reinstate the existing reservations made through all the channels according to configured cancellation and modification policies. See additional detail in sections 5.9 and 5.10.
- 5.8.2 The system(s) must allow for staff to flag specific reservations such that they cannot be canceled or modified online (e.g. unique booking scenarios like non-refundable monthly stays, special weekend events, block of rooms for an event, etc.).
- 5.8.3 Cancellation and modification configurations must include settings for date range when cancellation or modification is allowed, fee structure based on days to the reservation, and settings must be configurable by unit category and place.
- 5.8.4 Vendor should demonstrate solutions for preventing sliding reservations (i.e. Prevent customers who book one year to the date of arrival, but then modify to later arrival to "get around" the rolling window and beat other customers to make bookings)

5.9 STAFF RESERVATION INTERFACE

- 5.9.1 System(s) must provide availability screen(s) with the following characteristics:
 - Can be filtered by date, facility, unit type, and specific unit
 - Easy to view 30-day intervals for specific units
 - General availability by unit type and facility summarized and easy to view

- 5.9.2 System(s) must allow staff to quickly view unit amenities, maps, and other pertinent booking information to assist the customer with site-selection
- 5.9.3 The system(s) must allow for modifications or cancellations of existing reservations. Modifications include park/facility/unit changes, date changes, occupant changes, rate and discount changes, early departures, and no-shows. These changes must be based on user authorization levels and must have the ability to require comments about the reasons for the changes made.
- 5.9.4 Refunds and additional charges for cancellations and modifications must be automatically calculated when applicable, but staff must be able to override fees and refunds based on authorization level.
- 5.9.5 Staff should not be able to modify or cancel reservations that have already been checked out unless they have appropriate permissions.
- 5.9.6 The system(s) must allow ADCNR's authorized users to enter reservations and/or check-in guests in for any date or date range in the past. This is to allow parks to manage guests who arrive or walk in during periods when there is no staff on duty to assist them. VENDOR should clearly explain how reservations and check-ins for past dates will be reflected in accounting reports.
- 5.9.7 The system(s) must be accessible on a mobile device to make sales; check guests in and out; modify reservations; and collect cash, check, and payment card transactions within the scope of PCI compliance requirements.

5.10 ONLINE USER INTERFACE

Supplemental Video Requirement – Vendor must demonstrate how a customer creates an account, selects campsite, and books a reservation online.

- 5.10.1 System(s) must allow for a customer to create an online account where all folio and reservation details can be viewed. VENDOR should describe whether customer login is optional or required, and how the system can be accessed by the customer (mobile site, desktop site, mobile app, etc.) If VENDOR offers a mobile app, customers must not be required to download an app to access online system features. At a minimum, guests must be allowed to perform the following functions when configured to be available online:
 - View past, current, and future reservations
 - Add and remove additional guests, vehicles, and pets to a reservation
 - Purchase additional Add-Ons
 - Update their contact and RV information
 - Cancel or modify their reservation
 - Resend email and text message notifications
 - Check-in and check-out of their sites

- Electronically sign required forms prior to check-in
 - View outstanding balances and make payments
 - View, download, and print site-specific forms and documents
- 5.10.2 System(s) must maintain one unique record for each customer such as general demographics, ability to verify and select statuses such as persons with disabilities requirements, veteran, and senior citizens, etc. VENDOR must offer a method for merging customer records.
- 5.10.3 System(s) must allow a seamless user interface for the booking site by allowing all facilities accessed from the same place. This may be accomplished by all units being on the same system, or in the case of multiple systems managed by a prime contractor, one VENDOR must provide an API for e-commerce and the other must be able to connect such that the look and feel of booking engine remain consistent.
- 5.10.4 The system(s) must allow users to filter search results with unit attributes. At a minimum, the filterable attributes must include park name, unit category, facility, unit type, unit reservation status based on date, pet-friendly, length of camping unit, pull-through/back-in, number of bedrooms/bathrooms, and cost per night. These searchable attributes should be presented via a user-friendly filter which allows user to narrow down their search by only showing units that meet their criteria.
- 5.10.5 The system(s) must have interactive maps for each park. The interactive maps must be configurable to allow unit-specific information to be accessed directly from the map. If a park has more than one campground, a campground, a cabin area, or any other combination of facility areas, there must be interactive maps of each facility. The system(s) must allow guests viewing the interactive map to zoom in and out to view the whole facility, parts of the facility, and individual units. Unit numbers should be clear and easy to read. Alabama State Parks has several campgrounds with many units within a small area. In these cases, it is imperative that sites be clearly legible when zoomed in.
- 5.10.6 The system(s)'s interactive maps must show the current availability status for the guests' selected date range.
- 5.10.7 The system(s)'s maps must allow reservations to be made from the Unit's location on the interactive map so that both guests and staff may select a specific unit or site for site-specific configurations.
- 5.10.8 The system(s)'s maps must show other features on the park. International symbol icons must be used when applicable.
- 5.10.9 Maps must be approved by ADCNR prior to use.
- 5.10.10 At a minimum, unit information must include photographs and videos (no less than 5 per unit, plus 360-degree panoramic photos and videos), and fully customizable unit attributes. Unit attributes should include the ability to configure discrete text fields (e.g. Shaded: full, none, partial); Numerical fields (e.g. Max Electrical Hookup: 30, 50); Boolean fields (e.g. Pull through yes/no); and custom text fields.

- 5.10.11 The system(s) must allow for online modifications or cancellations of existing reservations originally made through all the channels. Modifications available to customers online must include unit number changes, date changes, and discount changes.
- 5.10.12 Modifications and cancellations online must automatically calculate fees or refunds when applicable.
- 5.10.13 System should allow guests to use an active group code that correlates with the group's pricing and availability.

5.11 POINT OF SALE

Supplemental Video Requirement – demonstrate how point of sale item is configured and sold.

- 5.11.1 The system(s) must have a Point of Sale (POS) function that allows for the sale of merchandise and features cash management controls, including day, shift, and cash drawer closeout features.
- 5.11.2 The system(s) must adequately display the product name in the shopping cart, so it is easy for guests and park staff to identify what is in the cart.
- 5.11.3 The system(s) must process the sale of items that can be sold in varying imperial units, including pounds or gallons, and must be configurable to at least 2 decimal places.
- 5.11.4 The system(s) must allow on-screen descriptions of POS items at a minimum of 25 characters long.
- 5.11.5 The system(s) must allow items to be directly added to the cart by various methods, including but not limited to the use of keyboard/mouse, touch screen/one-touch key, and barcode scanning. Adding products to the shopping cart must not require any additional steps after the one-touch key is selected or the barcode is scanned.
- 5.11.6 The system(s) must utilize manufacturers' UPC codes on retail items as a means to scan products for sale and inventory adjustments.
- 5.11.7 The system(s) must allow authorized users to change prices.
- 5.11.8 The system(s) must calculate change for a cash transaction and display this amount for sufficient time to allow the user to make the change from the drawer.
- 5.11.9 The system(s) must allow for the return or exchange of merchandise. Any returns must be reflected in the park's inventory.
- 5.11.10 The POS function of the system(s) must be able to continue to operate completely if connectivity is lost. Transactions must be able to be limited to cash or check only when there is no connectivity. Transaction data must be updated, synced, and processed, automatically and immediately, when connectivity is re-established.
- 5.11.11 The system(s) must be capable of having at least 50 quick sale buttons, activated by a mouse or touch screen, to add the associated items to the cart in one step. These must be configurable by store location at a minimum.

- 5.11.12 The system(s) must allow for a quick look-up for a product if the barcode scan does not work.
- 5.11.13 The system(s) must have a complete inventory component to track product inventories.
- 5.11.14 The system(s) must allow each park to maintain a separate inventory.
- 5.11.15 The system(s) must include a method of tracking VENDOR returns.
- 5.11.16 The system(s) must allow authorized users to “write off” or adjust down product counts.
- 5.11.17 The system(s) must allow new products to be entered into the inventory.
- 5.11.18 The system(s) must be configurable to allow each park to have a master inventory and sub-inventories for each of the park’s retail locations. The system(s) should allow the POS at each retail location to display only the items in the inventory of the location. The system(s) should allow one retail location to transfer inventory to another location.
- 5.11.19 The system(s) must allow multiple methods of entering inventory adjustments, including the use of bar code readers.
- 5.11.20 The system(s) must be able to calculate the average cost for items in the inventory by dividing the total cost by the number purchased. This average cost must be displayed in the system(s) on the screen where the retail price is set. The vendor must demonstrate how this is calculated over time as prices and costs change.
- 5.11.21 The system(s) must allow the retail price to be set by direct amount entry or by a percentage multiplier applied to the average cost.
- 5.11.22 The system(s) must calculate a dollar value for the inventory at a park by product, by a group of related items, and for the entire inventory.
- 5.11.23 The system(s) must allow for a partial physical inventory to be conducted without closing out the entire inventory.
- 5.11.24 The system(s) must allow for physical inventories to be conducted by using a hand-held scanning device. Data collected on the device must be able to be uploaded into the system(s). The VENDOR will either sell the scanner(s) to ADCNR or specify a model and supplier for ADCNR to purchase from. Any purchases ADCNR makes of hand-held scanning devices from the VENDOR will be made separately from this Contract and the price of these scanners will not be considered a part of this Contract.
- 5.11.25 The system(s) must allow transfers of stock to and from other parks.
- 5.11.26 All inventory transactions and adjustments must be tracked in a non-editable audit journal. Authorized Users must be able to view and print these audit journals.
- 5.11.27 The system(s) must allow the inventory to be viewed in multiple orders such as: by item number, by purchase date, by the supplier, and by groupings of like items.
- 5.11.28 The system(s) must be able to generate a unique barcode for items that are received without barcodes.

- 5.11.29 The system(s) must give the option of printing or not printing a receipt for cash transactions.
- 5.11.30 The system(s) must allow inventory at item information at each facility and retail location to be protected by user authorization levels (e.g. a cashier or manager at one park must not be able to change pricing or other item configurations at another park without proper authorization)
- 5.11.31 The System(s) must accommodate a minimum of ten (10) tax types for all reservations, retail transactions, and other transactions. The tax rates and applicability will vary based on location and type of sale.
- 5.11.32 System must prevent users at one park from making unauthorized adjustments to merchandise items or POS configurations at another park. The vendor should clearly explain how access to the merchandise is configured and utilized.

5.12 TRANSACTION RECEIPTS AND CONFIRMATION REPORTS

- 5.12.1 The system(s) must be able to email a receipt to the guest for all transactions.
- 5.12.2 The system(s) must generate an itemized receipt, including the name of the product, price paid, and any taxes for the purchase or rental of goods and services with a unique transaction number for each receipt. At a minimum, the system(s) must allow receipt configuration such that sales taxes, lodging taxes, and fees are summarized separately.

Supplemental Video Requirement – Demonstrate how receipts are configured in the system(s).

- 5.12.3 The system(s) must have the capability to prompt staff (POS, reservationists) and guests (online) to offer additional goods and services to purchase (“Suggestive Selling” or “Upselling”).
- 5.12.4 Item- or category-specific and configurable to only show once per transaction
- 5.12.5 The system(s) must have the capability to prompt staff (POS, reservationists) and guests online to ask the guest if they would like to contribute to the SPD and/or the SPD Foundation including, but not limited to, “rounding up” their purchase to the next even dollar.
- 5.12.6 The system(s) must print the name of the park on any and all receipts.
- 5.12.7 Contact info should be configurable by register or facility

5.13 PACKAGES

Supplemental Video Requirement: demonstrate how a package is configured and sold

- 5.13.1 The system(s) must give park staff the ability to create special packages that have one price but include overnight fees, meal charges, event charges, recreational activity add-ons, etc. There are two general types of packages: (1) standard packages for the general public which are published online for purchase; and (2) group sales packages which are more complex for special group sales to incorporate meeting space, banquet services, golf, meals, etc., where participants pay a per person rate. All types of packages must be configurable for the following:
- 5.13.2 Packages must be able to be created for all overnight facilities for a variety of unit types with

variable pricing based on unit type

- 5.13.3 Need to be able to set a "Package price" to accommodations which are different than the system configured rates
- 5.13.4 Package components must be configurable for revenue to be directed to different GL Codes, must be configurable for different tax types, and must be capable of being tax inclusive for the various components
- 5.13.5 Packages must be able to factor in a total cost based on room occupancy. For example, the "Stay and Play" package includes breakfast for 2, if the customer has more than 2 people, the price goes up by X amount.
- 5.13.6 Packages must be bookable online when configured as such, and package options must be clearly presented to customers. (e.g. if we are running a golfing package the guest should be able to book their room and then be prompted to select their tee time then they can close out of the purchase by placing a deposit or paying in full. The same can be said for a cave tour, boat rental, zipline ride, ORV rental, etc.)
- 5.13.7 Group Sales Packages would not be published (non-web viewable but web bookable) but could be redeemed online. For example, the customer enters a special package code when booking and can get the package.
- 5.13.8 Package purchases must be configured such that the associated overnight rentals can be tied to certain room blocks.
- 5.13.9 All package types must be configurable such that components can come from multiple parks and be accounted for accordingly (e.g. overnight stay at Lake Guntersville could include cave admission at Cathedral Caverns).
- 5.13.10 When configuring package vouchers for components like meals or amenities that have a range of costs based on customer selection, packages must be configurable such that authorized staff can determine where package breakage should be reported within accounting GL departments (e.g. \$20 meal voucher only used for \$8 worth of food; \$12 would be package breakage)

5.14 GROUP SALES AND CONFERENCE SERVICES

Supplemental Video Requirement: Demonstrate how complex group event is set-up including menus, facility rentals, overnight rental blocks, tab pick-ups, BEO, and invoicing.

- 5.14.1 The system must have way to record group information and book all event details and reservations under group name. Group accounts should include group coordinator contact information and billing contact.
- 5.14.2 Group sales must be capable of recording all relevant information and reserving all needed units (conference space, overnight units, pavilions, etc.) within the master folio. Information and rental information in folio includes but is not limited to event and group name, group coordinator, facilities being reserved by date and time, meals being provided including menu and pricing, facility rates (manually adjustable), group code, room set-up, equipment rental, billing information, and event status.

- 5.14.3 System(s) must allow for the creation of a master bill based on contract and impromptu add-ons to include A/V equipment, meals, room setup, equipment rental, alcohol via tickets, or open bar, banquet room rental, overnight lodging/camping, etc.
- 5.14.4 System(s) should generate sales contracts and invoices based on the master bill. Contract and invoices should be easily configurable and easy to read. Invoices should be capable of being billed into Accounts Receivable. Tax exemptions must be configurable and applicable by item type for each group.
- 5.14.5 System(s) must build Banquet Event Order (BEO) based on event setup, master bill info, and input from sales staff. BEOs must clearly communicate event needs such that they can be disseminated to all relevant departments (banquet, housekeeping, maintenance, restaurant, etc.)
- 5.14.6 Room setup must be configurable for each event. A pre-defined list of room set-ups should be available such that they can be selected during event setup.
- 5.14.7 Group sales staff must be able to add specific facility/meeting room bookings to events based on availability.
- 5.14.8 Group sales staff must be able to build menus for events from pre-defined meal catalogs that are configured by the park. Menus must include standard pricing, but staff must be able to override pricing as needed.
- 5.14.9 Group sales staff must be able to add comments which remain unseen by the customer on all documentation and comments which will be publicly viewable on BEOs and customer invoices as applicable.
- 5.14.10 Room blocks must be definable for group events, and room blocks should be configurable to specific wing and floor or to general room type inventory.
- 5.14.11 When changes are made to group sales, they must be recorded as change orders and visible such that relevant staff is able to see the changes reflected on the change order and the updated BEO.
- 5.14.12 System(s) must provide a way for guests to make a reservation connected to a group via a group code or with the use of a direct link.
- 5.14.13 Overnight facility rentals associated with group events must still appropriately be listed as folio attached to the master, but with individual properties such that the system records all reservation details under proper customer information.
- 5.14.14 System(s) must be capable of splitting charges from the master bill automatically and manually when warranted (tab pick-ups). The Master bill may cover overnight room rental but no incidentals. If incidentals are charged, they must be automatically split from the master bill and charged to individual folios.
- 5.14.15 Group history must be maintained for previous events including details such as menus, room setup, BEOs, room block information, dates, booking history, rates, etc.

5.15 STAFF USER PERMISSIONS AND AUTHORIZATION

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

VENDOR should describe the user log-in options (i.e., PIN, Fingerprint, Scan bar code) available and how they can be applied (i.e., by the cashier, terminal, sales location).

The system must have the ability to use swipe cards, scanning barcodes, or other methods to streamline the login process.

VENDOR should clearly describe how password security requirements are configured and applied, including length, character restrictions, and expiry.

5.16 GIFT CARDS

5.16.1 The system(s) must integrate seamlessly with Valutec Card Solutions for gift card sales and payments

5.16.2 VENDOR(s) may also submit alternative approaches to gift card management, but regardless of the solution, the system(s) must allow the following:

5.16.3 Online sale of e-gift cards and physical gift cards, dependent on 5.16.1

5.16.4 Use of gift cards must be allowed in all facilities operated by Alabama State Parks, not a concessionaire, for all merchandise, and food sales (e.g. restaurant, facility rentals/reservations, golf, marina slips, etc.) Even if multiple subcontractors.

5.16.5 The maximum gift card limit must be determined by ADCNR but must at least allow up to \$5,000 per card if approved by the agency.

5.17 PAYMENT PROCESSING

5.17.1 System(s) must integrate with TSYs Global Payments or the current state-contracted payment processor, preferably through direct integration without a gateway.

5.17.2 System(s) must use current merchant ID member for Visa, MasterCard, Discover Card, and American Express payment cards.

5.17.3 The system(s) must process payments and refunds from Visa, MasterCard, Discover Card, American Express payment cards, checks, SPD Valutec gift cards, flex/vouchers, and cash.

5.17.4 System(s) must work with the state's payment processor to ensure card tokenization will allow for additional charges to be posted to folios, and partial and full refunds (without card present or manual card number entry).

5.17.5 The system(s) must allow refunds to payment cards (without re-entry) for at least two years when that payment card number was used for the original payment

5.17.6 The system(s) must allow authorized users to post new charges to a guest's previous transaction after the initial transaction has been completed. VENDOR should clearly explain how their

system(s) handle the authorization and capture process.

- 5.17.7 The system(s) must capture payment card information through swipe reader and chip reader, including contactless or tap-and-go, and with current encryption technology.
- 5.17.8 The VENDOR must describe how nightly closeout/settlement of credit card charges occurs (manual or automatic), and if automatic, must allow for ADCNR to set the time of closeout.
- 5.17.9 The system(s) must allow for manual entry of all payment card information, including name, address and/or ZIP code, card number, CVV number, and expiration date. System(s) must be capable of encrypting manually entered data with current encryption technology.
- 5.17.10 The system(s) must capture Card Verification Value (CVV) number when accepting payment cards.
- 5.17.11 The system(s) must be secured to protect all personally identifiable information (PII) and must, at all times, be compliant with any existing or future applicable law.
- 5.17.12 The system(s) must, at all times, be compliant with the latest applicable version of the Payment Card Industry Data Security Standards (PCI-DSS).
- 5.17.13 If payment from the customer is not successfully processed by system(s), POS sale, unit booking, etc. must not be completed.
- 5.17.14 No more than the last four numbers may be displayed on receipts, reports, or any other documentation.
- 5.17.15 Any fees for payment card transactions will be paid for by ADCNR directly to the billing source.
- 5.17.16 VENDOR should describe the functionality of any additional payment options utilized by the system(s) such as Apple Pay, Google Pay, PayPal, etc.

5.18 REFUNDS

- 5.18.1 The system(s) must allow authorized users to make refunds to a previous guest. The refunds must default to the original payment method but also be allowed by a Valutec gift card to be issued by ADCNR.
- 5.18.2 The system(s) must allow authorized users to calculate and distribute refunds to guests. Refunds must be allowed with or without a receipt. Refunds must be made in the same payment method, cash or payment card, as the original transaction. At the park's option, a refund may be issued using an SPD Valutec gift card. Refunds must be allowed to be limited to a maximum amount, and SPD must be able to limit these refunds differently by payment method. Each of these refund options must be configurable in the system(s) to conform to ADCNR's current and future business rules. Any refunds must be shown in the park's daily report.
- 5.18.3 The system(s) must be configurable to not allow refunds to guest folios after check-out or for no-shows that were paid in full.

5.19 OFFLINE USE AND SYSTEM BACK-UP

- 5.19.1 If transactions are made while the device is not connected to the system(s) via the internet, the transactions will be updated, synced, and processed automatically and immediately when the device is re-connected to the system(s). System(s) must be able to reconcile guest reservation records with payments accepted via mobile devices which are not connected to the internet at the time payments are entered, immediately upon reconnection to the internet.
- 5.19.2 In the case of a network outage preventing access to the system, VENDOR must clearly demonstrate options for park operations in an offline state.

5.20 ACCOUNTING

- 5.20.1 Alabama State Parks operations utilize accrual accounting procedures. Current procedures require that all reservation moneys ahead of arrival (deposit or full-pay) are recorded as an advanced deposit. At the time of check-in/payment, receipts move to the guest ledger and are accrued nightly such that they are recognized as daily revenue in the appropriate revenue source code.
- 5.20.2 VENDOR must demonstrate its accrual process. VENDORS who can accommodate nightly accrual using advanced deposit > guest ledger > recognized revenue on a nightly basis will be given preference. VENDOR must describe how incidentals or additional purchases are accrued on folios as well.
- 5.20.3 In the case that VENDOR is only able to follow accrual reporting based on arrival or departure date, there must be a report which estimates "where we are today" even though revenue may not have been fully recognized. Additionally, revenue must be accounted for in the correct fiscal month regardless of arrival/departure dates.
- 5.20.4 The system(s) must provide a cash drawer/till/batch/shift management solution so that in-park staff can reconcile the actual cash/check/credit card on hand at the end of a shift to the CRS/POS system.
- 5.20.5 VENDOR must explain system(s) daily closeout process to include how closeout impacts reporting and revenue accrual.
- 5.20.6 At a minimum, the system(s) must allow ADCNR to research all payment card transactions that originated in the system(s) based on date, last four digits of the card number, number of transactions, guest's name, receipt number, transaction number, and location where the transaction originated.

5.21 REPORTS

- 5.21.1 The system(s) must allow authorized users to access and run reports at any time. These reports must be printable. At a minimum, the reports must include the report title, column headings, date and time the report was generated, on all pages. The system(s) must allow these reports to be exportable or downloadable into Microsoft Excel and PDF, and the Excel formatting must closely approximate the report as viewed on screen. If possible a reporting dashboard or reports that integrate with existing spreadsheet reports for Park Managers to better understand their park

business would be preferred. All reports must be capable of being filtered by district, park, and facility. VENDOR should clearly define any impact on reports by “nightly rollover” process. **At a minimum**, the following list of reports should be provided:

5.21.2 Arrivals/Due-ins & Departures/Due-outs – a real-time report based on specific criteria such as date, time, facility. This report may be autogenerated and emailed to specific users each day.

5.21.3 Registered Guest Report

5.21.4 Projected Guest Ledger – a real-time report which shows anticipated revenue (revenue that has been transitioned from advanced deposit but not yet recognized at nightly closeout) for a given date range based upon scheduled arrivals or existing reservations already checked-in

5.21.5 Revenue Tracking Reports:

Summary – a real-time report which summarizes all revenue earned in the given date range. Should be organized by park facility and amount earned in each revenue source code

Detailed – a real-time report which details all revenue earned in a given date range by folio number. Should be organized by park facility and amount from folio/transaction earned in each revenue source code

5.21.6 Accounts Receivable/Aging Report – a real-time report which shows folio, name, the amount due, original posting, and categorized by age (30, 60, 90, 90+ days)

5.21.7 Advanced Deposit Reports:

Summary – real-time report which summarizes the current number of advanced deposits for each park, facility, and unit category

Detailed – real-time report that details the current number of advanced deposits by folio info (including folio number, booking date, length of stay, date of arrival, the amount paid, and amount due) for each park, facility, and unit category

5.21.8 Tax reports:

Tax summary - summary of all lodging and sales taxes earned in the given date range, detailed by the park. The facility, tax type, and amount.

Exempt report – list of all folios/transactions that are non-taxed, detailing which taxes were exempt and amount (details included should be folio number, the amount paid in each revenue source code, and amount of taxes exempt)

5.21.10 Housekeeping Report

5.21.11 Maintenance Report

5.21.12 POS

Production Report – a real-time report which shows the cost of sales, inventory of items, tracks the overall sales of a specific item, etc.

POS Inventory Reports

5.21.13 Cancellation/Adjustment Report

5.21.14 Performance Reports:

- a. Occupancy Report
- b. Average Daily Rate (ADR) Report
- c. Revenue per Available Room/Unit (RevPAR)
- d. Total Revenue per Available Room (TrevPAR)
- e. Average Length of Stay (ALOS)

5.21.15 Ad-hoc reports

Innovation is encouraged in reporting (e.g. system(s) could allow input fields related to costs/expenditures which would be utilized to run reports such as Gross Operating Profit per Available Room (GOPPAR), Cost per Occupied Room (CPOR), or Adjusted Revenue per Available Room (ARPAR))

5.21.16 STR – a formatted report to match hospitality and tourism industry standards must be created and connected such that data is automatically provided via appropriate STR connections

5.21.17 Food & Beverage Report but not limited to POS Menu Revenue Report/Export and POS Menu Engineering Export.

5.21.18 Being able to pull reports in real-time so business decisions can be made with real-time data

5.21.19 Daily Tee Time Report

5.21.20 Boat Slip Rental Report

5.22 RESTAURANT MANAGEMENT

5.22.1 System(s) must offer easy to configure menu options including item modifiers, combinations, and specials. Pricing options should be configurable for add-ons and substitutions. Menu management should be controlled by user authorization level.

5.22.2 Integrated system(s) must allow for restaurant purchases to be charged directly to folios. System(s) should validate that folio is in good standing prior to completion of sale. VENDOR should explain the process by which they manage authorization and capture of funds tied to a folio.

5.22.3 VENDOR must allow for tips to be added to cards used for meal purchases. VENDOR should clearly explain the process by which they manage authorization and capture of tips.

5.22.4 System(s) must offer inventory management for food and alcohol. Inventory control should be managed by user authorization level, but should allow for write-offs for waste and spoilage, and should also offer par level notifications.

- 5.22.5 System(s) should allow for direct connection to kitchen printer which efficiently provides orders to the line.
- 5.22.6 System(s) should allow for POS use by multiple servers with unique identifiers/numbers and permissions. Tips should be easily assigned to the appropriate server.
- 5.22.7 System(s) must allow for floor plan layout with table numbers. System(s) must have the capability of allowing servers to enter table numbers and the number of patrons for all numbers.
- 5.22.8 System(s) should allow for orders to be entered by staff from a mobile device or desktop POS to be automatically sent to the kitchen.
- 5.22.9 Restaurant staff must be able to process payment from a mobile device or a desktop POS.
- 5.22.10 VENDOR should demonstrate any available guest mobile ordering functionality.
- 5.23.11 Speed is critical in a restaurant environment. If utilizing a cloud-based system is problematic, local or hybrid options should be presented

5.23 GOLF COURSE MANAGEMENT

- 5.23.1 System(s) must offer management of tee sheets to be configurable to manage tee time inventory by time interval, number of golfers, date/day of the week, and time of day. Tee sheets must be configurable to automatically apply discounts (e.g. Twilight pricing), group reservations, and booking restrictions (e.g. limit on the max number of golfers).
- 5.23.2 System(s) must offer online booking of tee times and equipment rental. The fee for online booking must be configurable as a percentage of booking or a flat rate. The fee must be configurable to be non-refundable. Same-day online bookings must be allowed.
- 5.23.3 Customer accounts must be integrated with all parts of the system(s).
- 5.23.4 POS system for golf must be integrated with system(s) including tax requirements, accounting, payment processing, etc.
- 5.23.5 Golf POS, tee sheets, rentals, etc., must be accessible from a computer, tablet, or phone.
- 5.23.6 The System should have a marketing tool such as a guest loyalty program and member management database.

5.24 MARINA MANAGEMENT

- 5.24.1 System(s) must allow for marina contract management to allow for monthly, quarterly, and annual payments of boat slips for leaseholders. (e.g. of marina contract management documents are proof of insurance, boat registration, and other required documents.)
- 5.24.2 Payment must be available online, by phone, or in person. The system must be able to send bill/invoice electronically to leaseholder email or printed. The system may allow auto-pay for the duration/terms of the contract (e.g. 1 year)
- 5.24.3 System(s) must allow for site-specific and non-site-specific slip reservations.

- 5.24.4 In the case of non-payment, abandonment, or any other circumstance that requires action by ADCNR such as boat relocation, pumping, system(s) must maintain all records and notes including the original signed contract, and any attempts to reach customers must be recorded in the system.
- 5.24.5 System(s) must collect boat ownership information and any other relevant contact information or customizable fields as configured by authorized staff.
- 5.24.6 A report and/or a dashboard must be created to send to Park Management indicating a list of any leaseholders that are up for contract renewal/update, check-in, and check-out, balance, utility usage, past due balance, and late fees each month.
- 5.24.7 System must have the ability to manually upload and update utility usage per boat slip via mobile device.
- 5.24.8 System may have the ability to create a waiting list of potential leases.

5.25 MARKETING AND COMMUNICATIONS

- 5.25.1 The system must have the ability to contact reservation holders within 15 minutes of notice of a situation that would impact their stay via email, phone, and possible text message for incidents such as loss of services, storm damage, park closure, or other critical messages
- 5.25.2 The system(s) must give the guest the opportunity to opt-in or opt-out of email marketing,
- 5.25.3 VENDOR should describe its capabilities and reporting functions related to Google Analytics, specifically addressing how the system(s) to track behavior including but not limited to conversion rate.
- 5.25.4 The system(s) must support application programming interfaces (API) for various applications, including but not limited to use with customer-relationship management (CRM) software products such as Qualtrics.

5.26 HOUSEKEEPING AND MAINTENANCE

- 5.26.1 System(s) must provide housekeeping and maintenance functionality such that unit status can be viewed and edited, units can be placed in and out of order, historical data is kept, and maintenance and cleaning progress can be tracked. In addition to these general functions, system(s) must provide the following functionality:
- 5.26.2 System(s) must allow for the manual update of housekeeping unit status (clean, dirty, out of order, cleaning in-progress, etc.) in addition to automatic updates to dirty for units that have been occupied. System(s) must also provide automatic status updates based on front office/reservation details (occupied, vacant, stayover, checking out, etc.).
- 5.26.3 System(s) must provide a warning to staff when attempting to check in a guest to a dirty room and not allow the user to proceed unless the status is updated to clean.
- 5.26.4 Housekeeping functionality should provide reports and functionality to assist with staffing

efficiency (unit assignment, housekeeping production report, section report, schedule creator based on units occupied, etc.)

- 5.26.5 The maintenance module should allow for the entry of service tickets that allow for ticket assignment, general description, unit, section/area, status, maintenance category, designating out of order dates (automatically applying to unit availability), progress updates, entry of cost, man-hours, and other related notes.
- 5.26.6 Maintenance history must be retained and searchable by unit, section/area, and maintenance category.
- 5.26.7 Maintenance and housekeeping functionality should include on-screen and printable reports that allow for advanced filtering by status, date(s), staff assignment, unit(s), unit categories, and section/area.

5.27 OPERATIONAL EFFICIENCIES

- 5.27.1 The system(s) must operate seamlessly on all internet browsers and all mobile devices, iOS, and android for both staff and user interfaces
- 5.27.2 The system(s) must print camping permits from the staff interface. The permit must include the site number, occupant's last name, the reservation or confirmation number, number of vehicles, license numbers of registered vehicles, arrival date, and the due out date.
- 5.27.3 The system(s) must be able to print a check-in sheet for each reservation. At a minimum, the sheet must be configurable to include park-specific information and rules, guest name and address, reservation or confirmation number, arrival date, due out the date, fees paid, fees due, adults in the party, children in the party, names of people in the party, pets in the party, etc. The specific information on the check-in sheet must be editable at the time of check-in.
- 5.27.4 A unit cannot be checked-in and allow an additional check-in on the same site
- 5.27.5 The system(s) must allow the check-in of multiple sites in a single transaction.
- 5.27.6 The system(s) must allow for mass check-out for any unit with no outstanding balance. The mass check-out feature should be streamlined for staff to select relevant units and process check-out

5.28 DATA MIGRATION

- 5.28.1 It is expected that the contract price includes assistance with data migration. VENDOR should describe how they manage data migration during implementation.

5.29 SYSTEM TESTING AND SIGN-OFF

- 5.29.1 Prior to Go-Live, VENDOR must provide a completed system(s) review with proof of requirement completions. VENDOR should provide a testing and sign-off plan to be reviewed and approved by ADCNR.

5.30 TRAINING

- 5.30.1 The VENDOR must provide a training plan to be approved by ADCNR and develop and provide training materials. Training should include both initial training and ongoing performance training to ensure ADCNR is able to utilize the system(s) to their greatest extent. Training must be coordinated with ADCNR to ensure that training meets the objectives and needs of ADCNR. In-person hands-on training sessions are required, and web training may be used as a supplementary tool. At a minimum, the training plan and provided training materials must include:
- 5.30.2 VENDOR must provide a schedule of initial training sessions including session topics and objectives, session location, and training methods to be used. The schedule must be arranged such that there are multiple sessions so some staff can remain at work and keep park facilities open while others attend training. All initial training for all staff and system(s) components must be completed ahead of the system(s) go-live date
- 5.30.3 At a minimum, VENDOR is responsible for quarterly, web-based training for all new ADCNR employees. ADCNR depends upon seasonal staff and their understanding of the system(s) is critical, and these training sessions allow for a proper introduction to the system.
- 5.30.4 At a minimum, VENDOR is responsible for bi-annual performance training for all staff to ensure new features or existing system features are being used to the greatest extent. VENDOR must work with ADCNR to determine performance training topics.
- 5.30.5 VENDOR is responsible for the development of written training manual(s) to be used as reference material for operations after the initial implementation of the system(s). An electronic copy of the user manual(s), which can be printed in part or in whole, must be provided to ADCNR so it can be posted by ADCNR in a manner that all users can access the manual. The manual(s) should also be accessible by users from the system(s). The manual(s) must be updated by the VENDOR when there is a change that impacts system(s) operation.
- 5.30.6 VENDOR is responsible for providing a collection of demonstration videos based on frequently encountered situations. Videos should be provided in a downloadable format such that ADCNR can post them internally for all users to access. New videos are expected with new system(s) features.
- 5.30.7 The system must provide a sandbox/training program or mode that staff can use for training purposes. The training environment must stay current and be a replica of the live system(s).

5.31 SUPPORT

- 5.31.1 The VENDOR shall provide to the ADCNR, at no additional charge, all new releases and bug fixes (collectively referred to as "Changes") for any software deliverable developed or published by the VENDOR related or pertaining to the software that is the subject of this RFP and made generally available to its other customers at no additional charge. All such Updates shall be a part of the RFP deliverables and, as such, are governed by the provisions of this RFP and the Contract.
- 5.31.2 VENDOR should clearly explain how support will be delivered for all components of the system(s). If third-party applications are used, ADCNR should be given direct access to support by a third party, but the primary VENDOR assumes the responsibility of any gaps in support. VENDOR must provide the following for all components of the system(s):

- 5.31.3 The VENDOR must provide tech support for system(s) operations, accessible to all Alabama State Parks staff by both telephone calls to an 800 number and via email.
- 5.31.4 Regular business hours for support/help desk must be available at a minimum: 8:00 a.m. to 7:00 p.m. Fridays and Saturdays; and 8:00 a.m. to 5:00 p.m. Sunday through Thursday; all times are Central Time Zone. Otherwise, on-call system(s) support must be available 24/7/365.
- 5.31.5 The VENDOR must keep a log of all support inquiries, which describes the time of the incoming call or email, who requested support, a summary of the question or problem, how the problem was resolved, and the time of resolution. The log must be accessible at all times to designated ADCNR personnel. The VENDOR may use a maintenance ticket system; however, the support log or ticket system does not replace communication with staff who originally reported the issue.
- 5.31.6 Calls to the Help Desk must be answered within the fifth ring or thirty (30) seconds. If an automated voice response system(s) is used, an option must exist that allows the caller to speak with an operator. The total wait time to speak with an operator must not exceed two (2) minutes.
- 5.31.7 If ADCNR staff choose to leave a voicemail with support, the VENDOR must return the phone call within 20 minutes in response to the issue.
- 5.31.8 The VENDOR must provide its support/help desk operators the training and access to technical resources necessary to answer inquiries relating to the system(s) availability, system(s) software issues, user security level issues, integration issues, and other issues related to using of the system(s), specifically as system(s) use pertains to the operation of Alabama State Parks.
- 5.31.9 The VENDOR must staff the Help Desk with the number of operators appropriate to meet the needs of ADCNR.
- 5.31.10 The VENDOR provides technical support 7 days a week to park end-users on devices that vendor software is installed on.
- 5.31.11 The VENDOR is required to use an agent-less remote software for accessing park computer devices for technical support of only reservation system problems.
- 5.31.12 The VENDOR will notify the designated ADCNR staff of any failure of the complete Online Software System(s) to either a park or all parks. This notification must be made within ten minutes of the failure.
- 5.31.13 The VENDOR will maintain a Failure Report listing all failures to deliver any function of any paragraphs in the Contract. This report must include a description of each failure; the date and time each failure began; the plan of action for each failure; the current status of each failure; and the VENDOR representative, including contact information, responsible for the resolution of each failure. This report must be provided to designated ADCNR staff no later than 10:00 am each day.
- 5.31.14 VENDOR must be on-site for system(s) launch

5.32 INFORMATION TECHNOLOGY AND SECURITY

VENDOR must provide detailed information about how system(s) security in the following areas:

- 5.32.1 Identity & Access Management

- a. Admin Account Best Practices (MFA, strong password, etc.)
- b. Enforce a strong password policy (12+ characters)
- c. POS requires a smartcard or hard token authentication

5.32.2 Compliance

- a. Provide a recent PCI-DSS audit if available
- b. Provide any recent SOC1/SOC2 audits if available
- c. Encrypt endpoint payment processing at the client and network level

5.32.3 Disaster Recovery/BCP/IR

- a. Provide backup methodology
- b. Document Recovery Time Objective (RTO) / Recovery Point Objectives (RPO)
- c. Geographic redundancy and failover
- d. Documented IR plan

5.32.4 Vulnerability & Patch Management

- a. Regular vulnerability scanning (provide recent scan if available)
- b. Change management process documentation
- c. Log aggregation or SIEM (specify technology used)
- d. Vendor End of Life (EOL) support documentation
- e. Provide patch management policy or process

5.32.5 Hardware and Software Requirements:

- a. Provide hardware and software requirements (server, client, and peripheral)
 - What are the minimum hardware requirements for the software? (processor, hard drive space and speed, memory, screen resolution, networking speed and type)
 - What additional software and or plugins are needed for the software to function?
 - What hardware is needed?
 - What types and counts of hardware interfaces are needed? (USB, COM)

- b. Required network bandwidth per device?
- c. List compatible Operating systems (s) that your software/web application functions on
 - If non-Windows-based devices are used what are the requirements for connectivity?
 - If Windows devices are used, what operating systems are supported?
- d. Provide a list of subsystems/software components required to run your software/web application
- e. Provide a list of compatible peripherals devices with connection types used with your software/web application
- f. Does the vendor supply the hardware or will we need to purchase it?
- g. Is there any known incompatible software or hardware issues?

5.32.6 Cloud-based Applications

- a. Test systems at production scale: In the cloud, you can create a production-scale test environment on demand, complete your testing, and then decommission the resources.
- b. Democratize advanced technologies: Make advanced technology implementation easier for your team by delegating complex tasks to your cloud vendor. Rather than asking your IT team to learn about hosting and running a new technology, consider consuming the technology as a service. (e.g. NoSQL databases, media transcoding, and machine learning are all technologies that require specialized expertise. In the cloud, these technologies become services that your team can consume, allowing your team to focus on product development rather than resource provisioning and management.)
- c. Use serverless architectures: Serverless architectures remove the need for you to run and maintain physical servers for traditional compute activities. (e.g. serverless storage services can act as static websites (removing the need for web servers) and event services can host code. This removes the operational burden of managing physical servers and can lower transactional costs because managed services operate at cloud scale.)
- d. Consider mechanical sympathy: Understand how cloud services are consumed and always use the technology approach that aligns best with your workload goals. (e.g. consider data access patterns when you select database or storage approaches.)

- e. Implement a strong identity foundation: Implement the principle of least privilege and enforce separation of duties with the appropriate authorization for each interaction with your resources. Centralize identity management and aim to eliminate reliance on long-term static credentials.
- f. Enable traceability: Monitor, alert, and audit actions and changes to your environment in real time. Integrate log and metric collection with systems to automatically investigate and take action.
- g. Protect data in transit and at rest: Classify your data into sensitivity levels and use mechanisms, such as encryption, tokenization, and access control where appropriate.
- h. Scale horizontally to increase aggregate workload availability: Replace one large resource with multiple small resources to reduce the impact of a single failure on the overall workload. Distribute requests across multiple, smaller resources to ensure that they don't share a common point of failure.

SECTION 6: OPTIONAL COMPONENTS

6.1 OPTIONAL COMPONENTS:

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

- 6.1.1 Online Merchandise Store and Fulfillment
- 6.1.2 Additional contract employee(s) would be considered to work from an approved Alabama State Park location and learn operations and other necessary park details to assist with data migration and implementation.
- 6.1.3 Hunting and Fishing License Management

SECTION 7: COST PROPOSAL

7.1 COST PROPOSAL DETAILS

- 7.1.1 The Cost Proposal will be used as the primary representation of the VENDOR'S cost/price for the Professional Services and customized software as outlined in this RFP and will be used during the Proposal evaluation.
- 7.1.2 Pricing information must be included in the Cost Proposal Section, and only in the Cost Proposal Section; pricing information should not be included in any other Section responses. Inclusion of Cost Proposal information in any other Section or the Transmittal Letter may result in the Proposal being considered as non-responsive and will result in disqualification.
- 7.1.3 The ADCNR will only accept firm and fixed cost Proposals for this project. No time- and-materials Proposals will be considered.
- 7.1.4 Pricing is to be the best and final price. However, the ADCNR reserves the right to negotiate optional components and other considerations with the VENDOR to reach an amended Contract amount.
- 7.1.5 VENDORS will submit their pricing quotes as a percentage of revenue generated through all channels by this System minus refunds processed through this System. Alabama State Park's Division processes approximately \$44M of revenue each year for the last 3 years through the System which includes lodges, hotel rooms, group lodges, cottages, POS, and day-use facilities.
- 7.1.6 Cost Proposal must be signed by a company officer or representative empowered to bind the VENDOR to the provisions of this RFP and any Contract awarded pursuant to it.
- 7.1.7 VENDORS must include all expenses, including travel, lodging, and any subcontractor costs when preparing their Cost Proposal.
- 7.1.8 Payments will only be made on the successful completion and approval of deliverables by the ADCNR and are subject to the performance measures outlined herein and subsequent contracts.

SECTION 8: EVALUATION AND VENDOR SELECTION

8.1 PROPOSAL EVALUATION PROCESS

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

The RFP Coordinator will coordinate the proposal evaluation process and maintain proposal evaluation records. An RFP Evaluation Committee will be responsible for evaluating Proposals. The ADCNR will evaluate all proposals through a multi-stage process using a structured evaluation process.

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

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

8.1.3 The Proposal evaluation process will be accomplished as follows:

The RFP Evaluation Committee shall evaluate responsive Proposals. The evaluation scoring shall use pre-established criteria within the categories shown below. VENDORS who submitted the top-scoring Proposals will be contacted to schedule an oral presentation at ADCNR headquarters. The VENDOR will be liable for any costs associated with the presentation.

The categories to be considered in the evaluation of proposals are:

- VENDOR(s) Qualifications and Experience
- VENDOR(s) Ability to Meet the ADCNR Requirements
- VENDOR(s) In-person Presentation (if applicable)
- Costs

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

8.2 CONTRACT AWARD PROCESS

- 8.2.1 The RFP Evaluation Committee will present their recommendations to the State Parks Director and ultimately to the ADCNR Commissioner.
- 8.2.2 The ADCNR reserves the right to make an award without further discussion of any Proposal submitted. There may be no best and final offer procedure by the ADCNR among the VENDORS. Therefore, each Proposal should be initially submitted on the most favorable terms the VENDOR can offer.
- 8.2.3 After the evaluation of Proposals and final consideration of all pertinent information available, the ADCNR will issue an Evaluation Notice to all VENDORS. The notice will identify the VENDOR selected by the ADCNR. The notice will not create rights, interests, or claims of entitlement in the apparent best-evaluated VENDOR or any VENDOR.
- 8.2.4 If a VENDOR fails to execute and return the Contract drafted pursuant to this RFP and the final Contract negotiations within fourteen (14) days of its delivery to the VENDOR, the ADCNR may determine, at its sole discretion, that the VENDOR is non-responsive to the terms of this RFP, reject the Proposal, and open final Contract negotiations with another VENDOR.
- 8.2.5 Contract award must be subject to the Contract approval of all appropriate ADCNR officials in accordance with applicable state laws and regulations.

8.3 ADCNR'S RIGHTS RESERVED

- 8.3.1 While the ADCNR has every intention to award a Contract as a result of this RFP, Issuance of the RFP in no way constitutes a commitment by the ADCNR to award and execute a Contract. Upon a determination such actions would be in their best interest, the ADCNR, in its sole discretion, reserves the right to:
 - a. AWARD TO MULTIPLE VENDORS; TO AWARD BY ITEM or GROUPS OF ITEMS; and/or TO DIVIDE THE AWARD;
 - b. Cancel or terminate this RFP;
 - c. Reject any or all of the proposals submitted in response to this RFP;
 - d. Change its decision with respect to the selection and to select another proposal;
 - e. Waive any minor irregularity in an otherwise valid proposal that would not jeopardize the overall program and to award a Contract on the basis of such a waiver (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance);
 - f. Negotiate with any VENDOR whose proposal is within the competitive range with respect to technical plan and cost;

- g. Adopt to its use all, or any part, of a VENDOR'S proposal and to use any idea or all ideas presented in a proposal;
- h. Amend the RFP (amendments to the RFP will be made by written addendum issued by the State and will be posted on the RFP website);
- i. Not award any Contract.

8.4 ADDITIONAL RESERVATIONS AND MISCELLANEOUS

a. Authority:

This process is only for the benefit of ADCNR and is to provide ADCNR with competitive information to assist it in the process of selecting a vendor or vendors. All decisions on compliance, evaluation, terms, and conditions related to the RFP will be made solely at the discretion of ADCNR for the benefit of the State of Alabama. ADCNR may make such reasonable investigations as deemed proper and necessary to determine the ability of VENDOR to perform the services. ADCNR reserves the right to reject any proposal if the evidence submitted by, or investigations of, such VENDOR fails to satisfy ADCNR that such VENDOR is properly qualified to carry out the obligations of the awarded contract and to provide the services contemplated therein.

b. Disclaimers:

ADCNR reserves the right to award to multiple VENDORS; to award by item, groups of items; to divide the award; to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of DCNR and the State of Alabama will be served. ADCNR further reserves the right to request clarifications with any or all VENDORS if they are necessary to properly clarify compliance with the requirements of this RFP. ADCNR will not be liable for any costs associated with such clarifications. Failure of the VENDORS to timely respond may be cause for rejection. Clarification is not an opportunity to change the proposal. The submission of a proposal confers on VENDORS no right of selection or to a subsequent contract. This process is for the benefit of DCNR only and is to provide DCNR with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of DCNR and made to favor the State of Alabama.

c. Lack of Conflict of Interest:

By submitting a Proposal, VENDOR affirms that no individual or entity has an interest in its Proposal that would violate Alabama law. ADCNR expressly reserves the right to cancel an award or contract if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the ADCNR.

d. Oral Presentations:

ADCNR reserves the right to request from certain VENDORS an oral presentation that may require a demonstration of the VENDOR's technology and presentation of its proposed solution. ADCNR shall not be liable for any costs associated with the presentation. These presentations could include requests for additional information and may be part of the evaluation process.

e. Questions/Requests for Clarifications from VENDORS:

Written questions or comments regarding this RFP must be submitted until October 28th, 2022 via electronic mail message to toni.hart@dcnr.alabama.gov. VENDOR(s) understands and agrees that he/she has an affirmative duty to inquire and seek clarification regarding anything in this RFP that appears to be unclear. ADCNR intends to make responses to the submitted questions available to all VENDORS on its website at

[Construction Permits, Easement and Research Applications | Alapark Request for Proposals and Qualifications | Outdoor Alabama.](#)

f. Contract Negotiations:

During contract negotiations, ADCNR reserves the right to modify the scope of services described within this RFP. Furthermore, ADCNR reserves the right to decrease or increase the scope of services under the resulting contract. Pricing reflected in the Proposal is to be VENDOR's best and final price. However, ADCNR further reserves the right to negotiate price options and other considerations with the selected VENDOR(s) in the best interests of the State of Alabama. If an agreement cannot be reached to the satisfaction of ADCNR within a designated timeframe, ADCNR may reject selected VENDOR's proposal, or revoke the selection, and begin negotiations with another VENDOR.

g. Alterations:

Scheduled events represent ADCNR's best estimate of the timeline that will be followed. ADCNR reserves the right to alter deadlines or revise any part of this RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at

[Construction Permits, Easement and Research Applications | Alapark Request for Proposals and Qualifications | Outdoor Alabama.](#)

It is the responsibility of the VENDOR to check the website for addenda to the RFP, if any.

h. Right to Cancel:

ADCNR may, at its discretion, withdraw or cancel this RFP at any time, and may or may not re-issue this RFP or issue a replacement.

i. Waiver of Administrative Informalities:

ADCNR reserves the sole and exclusive right to reject or accept any and all proposals and to waive any informality in any proposal. The best interests of ADCNR shall be considered as the number one determining factor in selecting or not selecting a VENDOR.

k. Proposal Rejection/RFP Cancellation:

Issuance of this RFP in no way constitutes a commitment by ADCNR to award a contract. ADCNR reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in ADCNR's best interest. ADCNR also reserves the right to withdraw this RFP at any time or terminate the contract resulting from this RFP upon thirty (30) day notice without penalty.

l. Changes and/or Withdrawal of Proposal:

A VENDOR may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the VENDOR must be e-mailed to the addresses referenced herein. No additions or changes to an original proposal will be allowed unless specifically requested in writing and e-mailed to the addresses referenced herein by the authorized representative of the VENDOR.

m. Errors and Omissions in Proposal:

ADCNR reserves the right to make corrections or amendments due to errors identified in its RFP or in proposals, made by the VENDOR or by ADCNR, at its discretion, and ADCNR has the right to request clarification or additional information from the VENDOR.

n. Compliance with Laws:

VENDOR acknowledges and agrees to comply with all applicable State regulations and laws, Federal regulations and laws, and ADCNR policies, guidelines, and standards.

SECTION 9: REQUIRED TERMS

9.1 ALTERNATIVE DISPUTE RESOLUTION

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

9.2 OPEN TRADE

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

9.3 CONFIDENTIAL INFORMATION

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

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

Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose

such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract or as required by law, including disclosure under the Alabama Open Records Act. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to VENDOR's subcontractor is permissible where: (a) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (b) VENDOR obligates the subcontractor in a written agreement to maintain ADCNR's Confidential Information in confidence. A copy of any such agreement with a subcontractor shall be forwarded to ADCNR. At ADCNR's request, any of the VENDOR's representatives may be required to execute a separate nondisclosure agreement to be bound by the provisions of this Section.

Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each Party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

Remedies for Breach of Obligation of Confidentiality. Each Party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of ADCNR, at the sole election of ADCNR, the immediate termination, without liability to the State, of this Contract corresponding to the breach or threatened breach.

Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract, in whole or in part, each Party must, within 10 business days from the date of termination and to the extent permissible by law, including the Alabama Open Records Law, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. If VENDOR or ADCNR determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and certify

VENDOR shall, upon the State's written notice:

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

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

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

9.4 ADA COMPLIANCE

The State of Alabama has adopted a formal policy regarding accessibility requirements for websites and software applications. VENDOR's Service Software must comply, where relevant, with level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

9.5 CLICK-WRAP

No State of Alabama authorized end user shall be deemed to have agreed to any clause by virtue of it appearing in any click-wrap; rather the terms and conditions, such as End User License Agreements, are accepted by inclusion in the Contract by an authorized official. If the terms and conditions or any other third-party terms and conditions are invoked through an "I agree" click box or other comparable mechanisms (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the State of Alabama or any State of Alabama authorized end user to such clause; any indemnity clause or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions. The State of Alabama acknowledges that third-party terms may apply but does not agree to be bound by them unless provided for review. Any clause to the contrary is hereby deleted.

9.6 CYBERSECURITY COMPLIANCE

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

the same.

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

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

9.7 DATA BACKUP

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

9.8 DATA BREACH NOTIFICATION

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

9.9 DATA PROTECTION

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

9.10 ENDORSEMENTS

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

9.11 FORCE MAJEURE

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

9.12 SOURCE CODE ESCROW

VENDOR shall place the current and all future major versions of the Source Code to the System, together with adequate instructions, passwords and skill sets necessary for the operation thereof, into escrow, at VENDOR's expense, with a mutually agreeable escrow agent that is recognized in the software industry in accordance with the terms and conditions of a software escrow agreement ("Software Escrow Agreement") agreed to by ADCNR and VENDOR. In the event that there is a "Release Event" as defined in the Software Escrow Agreement, the Source Code for the System shall be released to ADCNR which thereafter shall be entitled to use it for the sole purpose of supporting the use of such System. The Software Escrow Agreement shall

be executed no later than Escrow Date, and if no such Software Escrow Agreement is executed by that time, ADCNR shall be entitled to directly receive, at VENDOR's expense, copies of the current and all future major versions of the Source Code to the System during the term of this Contract. If there is a Release Event or if no Software Escrow Agreement is executed between the parties, any non-compete clauses in any agreement under the terms of this Contract with regard to VENDOR's former, current, or future employees shall be void. This provision shall survive termination or expiration of the Contract.

9.13 PROPERTY AND EQUIPMENT

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

9.14 RIGHT TO AUDIT

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

9.15 NOT A DEBT OF THE STATE

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

9.16 AGENCY LANGUAGE

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

9.17 NOT ENTITLED TO MERIT SYSTEM

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

9.18 INDEMNIFICATION AND HOLD HARMLESS

The VENDOR agrees to indemnify, defend, and hold harmless the ADCNR and the State of Alabama, their officers, agents, and employees (hereinafter collectively referred to as "indemnitees"), for all

claims, losses, or suits accruing or resulting from the VENDOR's performance or non-performance of its duties under these Contracts. The VENDOR, at its own expense, shall defend any claim or suit which may be brought against the State for the infringement of any patents, copyrights, proprietary rights, or right of privacy arising from the VENDOR's or State's use of any equipment, materials, or information prepared or developed in conjunction with the performance of these Contracts. The VENDOR shall, in any such suit, satisfy any final judgment for infringement.

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

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

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

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

9.19 IMMIGRATION

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

9.20 DISCRIMINATION

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

9.21 PRORATION

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

9.22 Choice of Law; Jurisdiction and Venue:

This RFP and related documents shall be governed by and construed in accordance with the laws of the State of Alabama. Venue for any actions arising under this RFP shall vest exclusively in courts located in the United States District Court for the Middle District of Alabama or in sitting in Montgomery County. The Applicant hereby submits to the exclusive personal jurisdiction and venue of the aforementioned courts and agrees that it will not assert lack of personal jurisdiction or improper venue as a defense to any such action.

ATTACHMENT I

VENDOR EXCEPTIONS

VENDOR Organization: _____ Date: _____

Authorized Signature: _____

Print Name: _____ Title: _____

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

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

² VENDORS must fill this form for each exception separately.

ATTACHMENT II

RFP Submissions must include pre-recorded video(s) that, at a minimum, include a system(s) overview and include details from all Video Requirements listed in this section. Video requirements should be met by providing one general overview/introductory video and then additional short videos addressing each video requirement as summarized below. Videos should be in MP4 format and no more than 10 minutes each. The maximum video file size is 500MB.

Supplemental Required Videos:

- General introduction to VENDOR and system(s) capabilities
- Highlight the system(s) setup related to park > facility > unit hierarchy; and summarize how this impacts system configurations and customer view.
- Demonstrate setup for the following configurations: minimum stay, booking window, reservation cut-off, and holds
- Demonstrate how unit details are configured, and how the system(s) encourage consistency amongst units within the same category.
- Demonstrate key features of folio management.
- Demonstrate how pricing is configured and applied.
- Demonstrate how dynamic pricing is configured and applied.
- Demonstrate how day-use tickets/passes are sold at the park and how pre-paid passes (e.g. annual pass) are validated.
- Demonstrate how a customer creates an account, selects a campsite, and books a reservation online.
- Demonstrate how point of sale item is configured and sold.
- Demonstrate how receipts are configured in the system(s).
- Demonstrate how a package is configured and sold
- Demonstrate how complex group event is setup including menus, facility rentals, overnight rental blocks, tab pick-ups, BEO, and invoicing.
- Demonstrate how a customer creates account, selects campsite, and books a reservation online.