

<p align="center">STATE OF NORTH CAROLINA</p> <p align="center">DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES</p> <p align="center">DIVISION OF PURCHASE & SERVICES</p>	REQUEST FOR PROPOSAL NO. 16-P07097	
	Bids will be publicly opened: March 20, 2008	
	Contract Type: Open Market	
<p><i>Refer ALL Inquiries to:</i> Ed Daughtry</p> <p>Telephone No. 919-715-3882</p>	<p>Date Issued: January 29, 2008</p> <p>Commodity Number: 920</p> <p>Commodity: Centralized Reservation System, Fulfillment Center, and Call Center for North Carolina Parks</p>	
E-Mail: ed.daughtry@ncmail.net	Using Agency Name: NC Parks & Recreation	
(See page 2 for delivery instructions.)	Agency Requisition No. P07097	

OFFER AND ACCEPTANCE: This solicitation advertises the State’s needs for the services and/or goods described herein. The State seeks proposals comprising competitive bids offering to sell the services and/or goods described in this solicitation. All proposals and responses received shall be treated as offers to contract. The State’s acceptance of any proposal must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence among terms as follows: Special terms and conditions specific to this RFP, Specifications of the solicitation documents, except as amended, the State’s General Terms and Conditions for Goods and Related Services, as may be amended by the Supplemental Terms annexed hereto, if any, Best and Final Offers, if any and the awarded Vendor’s proposal.

EXECUTION: In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are bid, at the price(s) offered herein, within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion.

Failure to execute/sign bid prior to submittal shall render bid invalid.

VENDOR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO
Will any work under this contract be performed outside the United States?		YES _____	NO _____
Where will services be performed: _____			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for ninety (90) days from date of bid opening unless otherwise stated here: _____ days

ACCEPTANCE OF BID: If any or all parts of this bid are accepted, an authorized representative of the North Carolina Department of Environment and Natural Resources shall affix their signature hereto and this document and the provisions of the special terms and conditions specific to this Request for Proposal, the specifications, and the ITS Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR ENVIRONMENT & NATURAL RESOURCES USE ONLY

Offer accepted and contract awarded this _____ day of _____, 2008, as indicated on attached certification,
by _____ (Authorized representative of Environment & Natural Resources).

ISSUING AGENCY: North Carolina Department of Environment & Natural Resources
Division of Purchase & Services
1605 Mail Service Center
Raleigh, North Carolina 27699-1605

USING AGENCY: North Carolina Department of Environment & Natural Resources
Division of Parks and Recreation
1615 Mail Service Center
Raleigh, North Carolina 27699-1615

DELIVERY INSTRUCTIONS: Deliver one (1) original and four (4) copies of your Technical Proposal along with one (1) CD. All data on the CD must be saved in “rich text format” **and** “Microsoft Word 6.0” only and must **not** be saved in any compressed format. The data must be saved in **both** formats. Price Proposals must be in a separate tabbed section.

Sealed Bid Submission - Responses to this RFP must be received and time-stamped in the Division of Purchasing and Services on or before the date specified on the cover page of this request in order for the bid to be considered for award. **Late bid responses will NOT be considered.** Vendor must complete and sign the coversheet of the Request for Proposal (RFP) sent as part of this packet of information. **Failure to execute/sign bid prior to submittal shall render bid invalid.**

Return that signed form with your bid according to the instructions below. Bidders are responsible for timely receipt of their response in the Division of Purchasing and Services. Following the instructions below will insure that the integrity of the sealed bid process is protected:

1. Each envelope/container submitted must contain the response to only one RFP. Do not submit responses to more than one RFP in one envelope/container. Faxed bids will not be accepted.
2. The RFP number (i.e., bid number) must be entered on the mailing label or on the envelope itself. It is imperative that bidders record the RFP number on the outside of the submittal envelope.

Address bid responses to:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
Bid number: 16-P07097 Department of Environment and Natural Resources Division of Purchasing and Services Attention: Ed Daughtry, Contract Manger 1605 Mail Service Center Raleigh, NC 27699-1605	Bid number: 16-P07097 Department of Environment and Natural Resources Division of Purchasing and Services Attention: Ed Daughtry, Contract Manger 512 North Salisbury Street, 6 th Floor, Room 640 Raleigh, NC 27604

Sealed bids, subject to the conditions made a part hereof, will be received at 512 North Salisbury Street, Raleigh, NC until 2:00 pm eastern daylight savings time on the day of opening and then opened, for furnishing and delivering the services as described herein. Proposals for this RFP must be submitted in a sealed package with the Execution of Proposal signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed execution of proposal shall result in disqualification. All proposals must comply with Section V, Proposal Content and Organization.

Proposals will not be accepted by electronic means. This Request for Proposal is available electronically at <http://www.ips.state.nc.us/ips/pubmain.asp>. All inquiries regarding the RFP requirements are to be addressed to the contact person listed on Page One.

Written questions concerning the RFP specifications will be received until **February 14, 2008, 2:00 pm EST**. They must be sent via e-mail to: ed.daughtry@ncmail.net or faxed to (919)715-0684. Please insert "**16-P07097 Questions**" in the subject matter of your e-mail. A summary of all questions and answers will be posted to the Interactive Purchasing System (IPS) as an addendum to this RFP.

Urged & Cautioned Pre-proposal Conference - Vendor and/or his representative are *strongly encouraged* to attend the pre-proposal conference to apprise themselves of conditions which will affect the performance of the work required by this solicitation. All attendees are urged to stay for the entire conference. The purpose of the pre-proposal conference is for all prospective offerors to acquaint themselves with the conditions and requirements of the tasks to be performed. Submission of an offer shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions that a prudent offeror would recognize as affecting the performance of the work called for in this solicitation. Offeror is cautioned that any information released to offeror during the pre-proposal conference which conflicts with, supersedes, or adds to requirements in this solicitation, must be confirmed by written addendum before it can be considered to be a part of this solicitation document. Vendor bidding otherwise does so at his own risk.

Pre--proposal Conference / Site Visit Location / Date / Time:

Location: **William B. Umstead State Park, 8801 Glenwood Avenue, Raleigh NC 27617**
 Date: **February 13, 2008**
 Start Time: **10:00 AM**

Direct all inquiries concerning this RFP to: Ed Daughtry
 Email: ed.daughtry@ncmail.net (preferred method), or
 FAX No. (919) 715-0684 (secondary method)

Addendum to RFP: If a pre-bid conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State will be posted to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us/ips/deptbids.asp>, and shall become an Addendum to this RFP. Vendors' questions posed orally at the pre-bid conference will be verbally answered. In addition, the questions will be recorded and thereafter posted with answers to IPS. The written response to each question shall take precedence over the verbal response if the verbal response and the written response differ.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this proposal periodically check the State website for any and all Addenda that may be issued prior to the bid opening date.

Basis for Rejection: Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

NOTICE TO VENDORS: The State will not be required to evaluate or consider any additional terms and conditions submitted with a Bidder's response. However, in the instance where the Vendor includes terms and conditions for its standard maintenance agreement(s) applicable to products acquired under this Agreement, such terms and conditions may apply to the extent they do not materially change the terms of conditions of this Agreement. In the event of any conflict between the terms or conditions of this Agreement and the Vendor's standard agreement(s), the terms and conditions of this Agreement shall apply in all cases and supersede any provisions contained in Vendor's agreement. The State may review and evaluate any exceptions and/or additional terms and conditions, and may consider such exceptions or terms if the State chooses to negotiate as permitted by 9 NCAC 06B.0302.

Late Proposals. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

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I. Section I. Introduction

The purpose of this RFP, and any resulting contract award, is to solicit proposals for a single contract for the provision and support of a central reservation system, fulfillment center, and call center solution that works in real-time accommodating reservations coming in from the Internet, from the call center, mail and from on-site registrations simultaneously which includes all of the related hardware, software, and telecommunications equipment needed in order to make available a complete, fully functioning “turnkey” system. The central reservation system will be accessible by anyone who has internet access as well as by the North Carolina Division of Parks and Recreation (hereinafter NCDPR) staff and Contractor staff working at the call center.

The NCDPR desires to enter the E-commerce market. A Central Reservation System, fulfillment center, and call center have been identified as being at the forefront of this initiative. Fees charged for electronic transactions are governed by NC Gen. Stat. 66-58.12. **This contract shall not be awarded unless the selected Vendor’s Service Charge (as defined in Section II A(10)) is approved pursuant to NC Gen. Stat. 66-58.12(c).** The NCDPR is streamlining the Central Reservation System process while bolstering the overall efficiency, reliability, and operation of its current reservation process. This E-Commerce venture will:

- a. Implement reservation services system wide for the North Carolina Parks and Recreation system in its entirety.
- b. Provide easy public access to reservation services for NCDPR facilities
- c. Increase occupancy and revenues at under-utilized facilities
- d. Implement a system that will re-direct campers from facilities that are full to those that have vacancies
- e. Promote certain parks and special events
- f. Automate public service and management systems
- g. Optimize the amount of staff time needed to administer NCDPR system revenue producing facilities and reduce errors inherent in a complex system
- h. Establish a system that allows revenue flows from NCDPR’s revenue producing facilities and related documentation to enter an automated system at the time of sale
- i. Improve the timeliness of management reports
- j. Improve the information provided in reports to assist management in evaluating programs and in making informed management decisions
- k. Provide secure and auditable transactions, reconciliations, and remittance systems
- l. Provide an accurate, efficient and hospitable call-in center for customers seeking reservations for camping, cabin, and other facilities that are available for reservation.

The intent of this RFP is to establish a contract to provide a Central Reservation System, a Fulfillment Center, and a Call Center that is compensated solely on a vendor service charge basis.

The state parks in North Carolina that provide overnight camping vary tremendously in facility type, activities, and environment. They range from large remote parks of thousands of acres, to smaller parks in more urban areas. The numbers of campsites vary from campgrounds with nine to those with over 1,000 sites.

The following information is provided for informative purposes:

Number of Parks:	38
Number of Parks with Campgrounds:	16
Number of Campgrounds:	25
Number of Campsites:	2,895
Number of Cabins:	12
Number of Group Camps:	5
Number of Shelters:	85
Number of Community Buildings	6

The State shall not guarantee any minimum or maximum number of transactions that may occur under this Contract.

SUPPORTING INFORMATION: Annual Revenues from Campsites, Cabins, and Shelters

Fiscal Year	Annual Campsite Receipts	Annual Cabin Site Revenues	Annual Community Bldg/ Picnic Shelter Revenues	Total Income for Fiscal Year
02-03	\$1,319,390	\$100,118	\$241,427	\$1,660,935
03-04	\$1,657,378	\$112,294	\$274,342	\$2,044,014
04-05	\$1,867,233	\$121,882	\$345,206	\$2,334,321
05-06	\$2,007,891	\$92,396	\$270,886	\$2,371,173

BACKGROUND AND OVERVIEW

THE CURRENT RESERVATION SYSTEM:

Currently, reservations for camping are taken at three parks in the system: Falls Lake State Recreation Area, Jordan Lake State Recreation Area, and Kerr Lake State Recreation Area. All other park locations with campsites rent them on a first come/first serve basis. The methodology used presently is not consistent from one park to another, and there is no central database. Picnic shelters, cabins, and community buildings may be reserved under the current reservation methods.

The park system does not currently assess a vendor service charge for reserving facilities. The system works as follows:

- 1) Reservations may be made by mail or in person at Kerr Lake, Jordan Lake, and Falls Lake. Reservations for multiple periods are permitted.
- 2) Reservations for campsites may be made for no more than 14 consecutive nights within a 30-day period.
- 3) The following information is needed to reserve a campsite: name, address, telephone number, first and last day of the stay, number in the camping party, and license plate number.
- 4) If a camper with a reservation does not show up for the first night of the stay, the campsite is held and not rented to others for the entirety of the rental period.
- 5) Campers must leave the site by 3:00 p.m. on the last day of their stay.

II. Section II. Bidding Information

A. Instructions to Vendors

Additional acronyms, definitions and abbreviations may be included in the text of the RFP.

- 1) Proposals submitted electronically, or via facsimile (FAX) machine will not be accepted.
- 2) EXECUTION: Failure to sign under EXECUTION section will render proposal invalid.
- 3) TIME FOR CONSIDERATION: Unless otherwise indicated on the first page of this document, Vendor’s offer must be valid for 90 days from the date of proposal opening
- 4) FAILURE TO MEET PROPOSAL REQUIREMENTS: While it is not anticipated that the awarded Vendor will fail to meet the proposal requirements, if such should occur, the right is reserved to further evaluate the responses to this RFP and then to recommend an award to the next Vendor response that represents the best interest of the State.
- 5) PROMPT PAYMENT DISCOUNTS: Not applicable to this contract process.

- 6) MISCELLANEOUS: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
- 7) VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link North Carolina (Vendor Link NC) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available through our Internet web site at the following Uniform Resource Locator (URL) site: <http://www.its.state.nc.us/ITProcurement/>
- 8) ORGANIZATION: Vendors are directed to carefully review Section VI herein and fully comply with the content and organizational requirements therein.
- 9) E-PROCUREMENT: **This is not an e-procurement solicitation.** However,
 - a. General information on the e-procurement service can be found at <http://www2.eprocurement.ncgov.com>
 - b. Within two days after notification of award of a contract, vendor must register in NC E-Procurement @ Your Service.
 - c. As of the RFP submittal date, the Vendor must be current on all e-Procurement fees. If the Vendor is not current on all e-Procurement fees, the State may disqualify the Vendor from participation in this RFP.
- 10) Definitions, Acronyms and Abbreviations. Generally, see 9 NCAC 06A.0102 for definitions. The following are additional defined terms:
 - a) **The State**: Is the State of North Carolina, and its Agencies.
 - b) **ITS**: Office of Information Technology Services.
 - c) **DENR**: Division of Environment and Natural Resources
 - b) **NCDPR**: North Carolina Division of Parks and Recreation, a Division of the North Carolina Department of Environment and Natural Resources
 - a) **Goods**: Includes intangibles such as computer software; provided, however that this definition does not modify the definition of “goods” in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
 - c) **Vendor**: Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation
 - d) **Open Market Contract**: A contract for the purchase of goods or services not covered by a term, technical, or convenience contract.
 - e) **24x7**: A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
 - f) **Reasonable, Necessary, or Proper**: as used herein shall be interpreted solely by the State of North Carolina.
 - g) **RFP**: Request for Proposal

- h) **Active Reservations:** A reservation, processed at the Central Reservation Center, with a status of ‘AR’ (active reservation) that has not been canceled, made during the contract period for which payment has been received.
- i) **Cabin:** A designated building made available to the general public for lodging purposes. Specific cabins will be made available for rent for a particular time period.
- j) **Call Center:** The vendor’s business unit where calls are received from the public by operators who enter the reservation information in the database system for the facilities that the callers wish to rent. The call center equipment includes phones, computers and all other data and voice communications equipment and software and necessary communications lines.
- k) **Call Management Telecommunications Switch:** The device(s) that monitors and manages incoming calls for various metrics including but not limited to, number of rings before an answer, the length of the call, the time elapsed while on hold, the number of missed calls, the time between calls, etc. This system will also allow for vendor management and NCDPR contract management personnel to monitor calls at any of the operator workstations for training, employee development and service improvement. This system can provide up to the moment and periodic electronic reports that are easily understandable and readily accessible by the appropriate personnel.
- l) **Camping Equipment Type:** The type and size of a camper's camping equipment; i.e. sleeping bag, tent, tent- trailer, trailer, motor home, car, or boat.
- m) **Campsite:** A single site in a campground designated for the occupancy of one camping unit (family or group) as designated by the NCDPR and which will be identified by type and included in the campground inventory for reservations as determined by the NCDPR.
- n) **Campsite (Occupants):** A single campsite shall be occupied by no more than six (6) persons. Exception – the park superintendent, depending upon the size of the camping group and the size and nature of the campsite, may set the limit for the number of persons camping at a particular campsite.
- o) **Campsite Type:** The level of service provided in a campground:
 - 1. **Electric Campsites:** Electricity, water, picnic table, and grill on each campsite. Modern restroom and shower facilities available in the campground.
 - 2. **Non-Electric Campsites:** Picnic table, grill, and water nearby. Modern restroom and shower facility available in campground.
 - a. Camping:
 - i. Primitive, unimproved campsites with pit privies. Fresh water also available.
 - ii. Primitive group tent camping, unimproved campsites with pit privies.
 - iii. Improved Group Camping (water, restrooms and shower facilities available).
 - iv. Group Lodge
 - 1. William B. Umstead State Park
 - v. Group Camps

1. William B. Umstead State Park
 2. Singletary Lake State Park
- vi. Equestrian Facilities
1. Campsite with picnic table and grill
 2. Horse Stalls
- b. Cabins (not available December - February) (reservation only at Hanging Rock State Park and Morrow Mountain State)
- p) **Cancellation:** A contact by the reservation party to cancel the entire reservation including the actual refund of fees.
- q) **Central Reservation Caller:** Any person who calls the central reservation telephone number.
- r) **Central Reservation Center:** The vendor's business unit(s) that house the call center, fulfillment center, helpdesk, database and other network servers, and all other data and telecommunications equipment for the reservation system.
- s) **Central Reservation Database:** That database residing on the Host Computer or server that contains all revenue transactions and other related software tools and utilities for managing the project and related equipment.
- t) **Central System Server:** That host computer system upon which the master reservation software and other primary software systems are installed and accessible at the Vendor's premises.
- u) **Contact Station:** A building where campers register and are assigned campsites upon arrival at the campground or park.
- v) **CRS (Central Reservation System):** All of the components that are necessary to provide the reservation services required by NCDPR. This would include any software, hardware, physical plant, personnel, and data and voice communications equipment and circuits.
- w) **Cumulative Vendor Billable Transactions:** The total net active reservations plus the net cancellations.
- x) **Easy to Use:** This term is included in some instances within the RFP. DENR will measure the ease of use based on actual demonstrations and the evaluators' assessments of the features based on those demonstrations.
- y) **Fee:** That amount of money established by NCDPR through the authority granted by the North Carolina General Assembly for the use of state park and recreation area facilities and services. Such fees may be added or altered at the sole discretion of the NCDPR. The term "fee" does not apply to Vendor compensation in any way.
- z) **Fiscal Year:** July 1 through June 30.
- aa) **Fulfillment Center:** The component of the reservation system that not only receives calls to set up reservations, but also follows up to mail out confirmations and other types of communications to customers as needed. It also handles the processing of cancellations, transfers and other changes to

- reservations. The fulfillment center will also submit and provide statistical and financial reports as required by the terms of the agreement resulting from this RFP.
- bb) **Helpdesk:** The vendor's business component that receives and manages calls from NCDPR's staff and other users who need help using or resolving problems that are related to the use of the reservation system. The helpdesk personnel will direct calls to the appropriate technicians on the vendor's staff then follow-up to make sure that the problems are satisfactorily resolved.
 - cc) **Initial Reservation:** The initial contact to reserve a campsite/facility for a specific period of time in a particular park. The initial reservation to include the acceptance of payment for all related camping and reservation fees as well as the issuance of a reservation confirmation number and transaction number.
 - dd) **NSF Checks:** Non-sufficient fund checks. Checks submitted as payment for which the payer's bank reports insufficient deposits to cover the amount of the check.
 - ee) **Operational Policy:** All terms and conditions under which the public reserves and/or uses a state park facility, program, or service. The NCDPR reserves the right to change any and all operational policies.
 - ff) **Park or Recreation Area:** An NCDPR-administered property identified as a separate park or recreation area.
 - gg) **PER-DAY Rate:** An amount charged for a campsite, a cabin, a group camp, a shelter, or a community building. For purposes of this RFP, a PER-DAY Rate has a maximum time of 24 hours. The minimum time may be any length of time a campsite, a cabin, a group camp, a shelter, or a community building is reserved. For example, if a client desires to reserve a shelter, a full PER-DAY Rate is applicable whether the client is there one hour or 23 hours.
 - hh) **POS:** Point Of Sale. A revenue transaction generated from the sale of goods, services, or merchandise.
 - ii) **Program:** An NCDPR service or activity offered to park visitors and/or the general public.
 - jj) **Reservation:** Specific facility may be requested and/or are assigned at the time of initial reservation.
 - kk) **Reservation Camp Space:** For Site-General (non-specific), a camp space is reserved. Specific locations may be requested, but are not guaranteed. For Site-Specific, exact locations are guaranteed.
 - ll) **Reservation Center:** That location housing the data network telecommunications equipment and telephone operators.
 - mm) **Reservation Change:** A contact subsequent to the initial contact by the reservation party to add or delete nights from the camping stay or to change the reservation period including the additional payment or refund of monies, as appropriate.
 - nn) **Reservation Desk:** Any desk or workstation where reservations can be made.
 - oo) **Vendor Service Charge:** An amount added to the NCDPR's original fee of renting a campsite or other park facility that is assessed for each day that the campsite or other park facility would be rented. This charge is based on the costs to the vendor of operating the Central Reservation Center, Fulfillment Center, and Call Center.
 - pp) **Reservation Inventory:** That amount of campsites and other facilities, as established by the NCDPR, subject to occupancy through the reservation system.

- qq) **Reservation Number:** A unique and specific number assigned to each tentative or confirmed reservation. The use of the number will allow those administering the reservation and camping program to quickly identify a camping party's specific reservation period at a particular campground.
- rr) **Reservation Transaction:** All initial reservations, reservation changes and cancellations.
- ss) **Reservation Window:** That period of time the Vendor will be required to accept and process reservation transactions. The current advance “window” for accepting reservations is 11 months to the date of the camper’s requested arrival date.
- tt) **Site-General:** refers to the reservation of any available site on a particular camping loop or in a particular campground or park at or during a specific time period.
- uu) **Site-Specific:** Refers to the reservation of a specific campsite on a specific campsite loop at a specific park at or during a specific time period.
- vv) **Tentative Reservation (TR):** A reservation for which the fee payment has not yet been received because it is being mailed. Upon receipt of payment the initial reservation is confirmed by mail.
- ww) **Transfers:** A change to an active reservation (AR) processed by the Central Reservation Center during the contract period for which payment has been received.

- 2) Read and Review. It shall be the Vendor’s responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements and the State’s intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State’s contact person listed on the front page of the solicitation. Questions and clarifications must be submitted in writing and may be submitted by personal delivery, letter, fax or e-mail within the time period identified hereinabove.
- 3) Vendor Responsibility. The Vendor(s) will be responsible for investigating and recommending the most effective and efficient technical configuration. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products, and any software. The Vendor(s) must provide a justification for its proposed hardware, product, and software solution(s). Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying services, maintenance, warranties, value added services, or other criteria identified herein.
- 4) Oral Explanations. The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the Agency contact or procurement officer named on Page 2 above may be grounds for rejection of said Vendor’s offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.
- 5) Insufficiency of References to Other Data. Only information that is received in response to this RFP will be evaluated. Reference to information previously submitted will not suffice as a response to this solicitation.
- 6) Conflict of Interest. Applicable standards may include: N.C.G.S. §§ 147-33.100, 14-234, 133-32. The Vendor shall not knowingly employ, during the period of this contract, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing services involving, or similar to, the scope and nature of this solicitation or the resulting contract.

- 7) Contract Term. A contract awarded pursuant to this RFP shall have an effective date upon the award of a contract. This RFP, in the Cost Proposal Section, solicits multiple options for a contract term. The RFP evaluation team will analyze each proposal presented and determine through evaluation what term is most advantageous for the State. The term options available in the Cost Proposal Section of this RFP are:
- a) a three (3) year contract with options to renew for two additional one (1) year periods
 - b) a five (5) year contract with options to renew for two additional one (1) year periods
- 8) Effective Date. This solicitation, including any exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing Vendor for goods provided nor services rendered prior to the appropriate signatures and the arrival of the effective date of the Contract. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.
- 9) Historically Underutilized Businesses. Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at: <http://www.doa.state.nc.us/doa/hub/>
- 10) Clarifications/Interpretations. Any and all amendments or revisions to this document shall be made by written addendum from the Department of Environment and Natural Resources' Procurement Office. Vendors may call the purchasing agent listed on the first page of this document to obtain a verbal status of contract award. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 11) Rights Reserved. While the State 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 State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:
- a) waive any formality;
 - b) amend the solicitation;
 - c) cancel or terminate this RFP;
 - d) reject any or all proposals received in response to this document;
 - e) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
 - f) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
 - g) not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or
 - h) if all responses are deficient, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more Vendors.

- 12) Alternate Bids. Vendor may submit alternate bids for various levels of service(s) or products meeting specifications. Alternate bids must specifically identify the RFP requirements and advantage(s) addressed by the alternate bid. Any alternate proposals must be clearly marked with the legend as shown herein. Each proposal must be for a specific set of services or products and bid at specific pricing. If a Vendor chooses to respond with various service or product offerings, each must be bid with a different price and a separate proposal response. Vendors may also provide multiple proposals for software or systems coupled with support and maintenance options, provided, however, all proposals must satisfy the specifications.

Alternate bids must be clearly marked

“Alternate bid for ‘name of Vendor’”

and numbered sequentially with the first bid if separate proposals are submitted.

This legend must be in bold type of not less than 14-point type on the face of the bid, and on the text of the alternative proposal.

- 13) Co-Vendors. Vendors may submit offers as partnerships or other business entities. Such partners or other “co-Vendors”, if any, shall disclose their relationship fully to the State. The State shall not be obligated to contract with more than one Vendor. Any requirements for references, financial statements or similar reference materials shall mean **all** such partners or co-Vendors.

- 14) Submitting a Proposal. Each Vendor submitting a proposal warrants and represents that:

- a) The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- b) Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their proposals.

- 15) All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and Vendor resulting from this RFP process.

- 16) A proposal may not be unilaterally modified by the Vendor **for a ninety (90) day** period following the delivery of the proposal, or of any best and final offer.

B. Evaluation Process

- 1) Source selection. A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award the contract to the Vendor providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors.
- a) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most

favorable terms. Vendors should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the proposal.

- b) Evaluation Process Explanation. State agency employees will evaluate all proposals. All proposals will be initially classified as being responsive or non-responsive. If a proposal is found non-responsive, it will not be considered further. All responsive proposals will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Proposal shall have specific page numbers and sections stated in the reference.
 - c) To be eligible for consideration, a Vendor must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by the State. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Further, a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
 - d) Vendors are advised that DENR is not obligated to ask for, or accept after the closing date for receipt of proposal, data that is essential for a complete and thorough evaluation of the proposal.
- 2) Best and Final Offers (BAFO). If negotiations or subsequent offers are solicited, the Vendors shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State may establish a competitive range based upon evaluations of proposals, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". The State will evaluate BAFOs and add any additional points to the Vendors' respective scores. Points awarded from oral presentations and product demonstrations during negotiations, if any, will be added to the previously assigned points to attain final scores.
- 3) Vendor may be disqualified from any evaluation or award if Vendor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State.
- 4) Evaluation Criteria/Method.

Mandatory Technology Specifications: Up to **400** points will be awarded based upon an evaluation of the Vendor's response to the technical specifications of this RFP contained in Section III.

Desirable Technology Specifications: Up to **100** points will be awarded based upon an evaluation of the thoroughness and applicability of the response to the desirable technology specifications.

Project Work Plans: Up to **20** points will be awarded based on the quality of Vendor's project work plan, how well organized and detailed the plans are, how they address contingencies, the degree of the Vendor's staff support, the efficiency of the plan, the use of Vendor and Agency resources, and quality control.

Training Plan: Up to **20** points will be awarded based upon an evaluation of the thoroughness and applicability of the response to the specifications including the thoroughness of the plans and the quality of the proposed materials and examples provided in the Vendor's proposal

Cost: The evaluation of each Vendor's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive PER-DAY Cost}}{\text{Vendor's PER-DAY Cost}} \times 300 = \text{Points Award for lowest Cost.}$$

Hence, the lowest Per-Day cost will receive all 300 points, and higher Per Day costs will receive fewer points.

A reservation cancellation fee charged will also be considered in the cost calculation formula. The lowest cancellation fee charged will have a 5 Point Award factor with the same formula used in the PER-DAY fee to determine higher fee charges.

References: A maximum of 40 points for references will be awarded

Financial Information: Up to 40 points will be awarded upon an evaluation of Vendor’s financial information.

Corporate Experience: Up to 15 points will be awarded based on evaluation of the Vendor’s experience and success in providing and customizing a system that meets the specifications of this system.

Key Personnel Experience: Up to 15 points will be awarded for relevant experience of key personnel based upon the resumes and experience narratives submitted. Documented work experience on other systems of this type will be evaluated more favorably than experience with non-related systems.

Presentation/Demonstration: The NCDPR reserves the right to ask responding vendors to provide a presentation/demonstration of its proposed system. Up to 50 points may be earned by any Vendor for a presentation of the proposal and a demonstration of the proposed software to the Evaluation Committee. The quality and breadth of the system functional capabilities and ease of use as well as the demonstrated knowledge and ability of key personnel will be the primary evaluation factors. If presentations/demonstrations are held, they will be held at William B. Umstead State Park, 8801 Glenwood Avenue, Raleigh NC 27617. Video conferencing will NOT be acceptable.

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsibility	Date
Issue of RFP	DENR Division of Purchase & Services	01/29/2008
Pre-Proposal Conference; receive questions from Vendors	DENR Division of Purchase & Services	02/13/2008
Deadline To Submit Additional Questions	Potential Vendors	02/14/2008
Response to Written Questions/RFP Amendments	DENR Division of Purchase & Services	02/20/2008
Submission of Proposal	Vendors	03/20/2008
Proposal Evaluation	Evaluation Committee	After 03/20/2008
Negotiations (optional)	Evaluation Committee designees and selected Vendor	Optional

Action	Responsibility	Date
Best and Final Offers from Finalists (optional)	Vendors	Optional
Oral Presentation and/or Product Demonstrations by Finalists (optional)	Vendors	Optional
Contract Award	DENR Division of Purchase & Services	To Be Determined
Protest Deadline	Vendors	15 days after award

- 5) Award Of Contract. Qualified proposals will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by GS §143-135.9 and applicable administrative rules. The responsible Vendor whose proposal is most advantageous to the State, taking into consideration the evaluation factors herein, will be recommended for contract award. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item proposal.
- 6) ITS has implemented links to the Interactive Purchasing System (IPS) that allow the public to retrieve proposal award information electronically from our Internet web site: <http://www.ips.state.nc.us/ips/pubmain.asp>. Click on the IPS BIDS icon, click on Search for BID, enter the agency prefix-proposal number (16-P07097), and then search. This information may not be available for several weeks dependant upon the complexity of the acquisition and the length of time to complete the evaluation process.
- 7) Protest Procedures: Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in this office within 15 calendar days from the date of the contract award and provide specific reasons and any supporting documentation for the protest. **All protests will be governed by Title 9, Office of Information Technology Services, Subchapter 06B Sections .1009 - .1029.**

III. Section III. Technical Specifications and Other Requirements

- 1) All responding Vendors must complete a State of North Carolina Technical Architecture System Design Template and return the completed template with its proposal response. This template can be located at: <http://www.ncsta.gov/docs/System%20Design%20Template/technical%20architecture%20system%20design%20template.doc>
- 2) Equivalent Items. Whenever a material, article or piece of equipment is identified in the specification(s) by reference to a manufacturer’s or Vendor’s name, trade name, catalog number or similar identifier, it is intended to establish a standard, unless otherwise specifically stated as a brand specific requirement (no substitute items will be allowed). Any material, article or piece of equipment of other manufacturers or Vendors shall perform to the standard of the item named. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the State and if not destroyed in the evaluation process, may be returned to the Vendor at the Vendor’s expense.

- 3) All bids shall include specifications and technical literature sufficient to allow the State to determine that the equipment, software or services meets all requirements. This technical literature will be the primary source for bid evaluation. If a requirement is not addressed in the technical literature it must be supported by additional documentation and included with the bid. Bid responses without sufficient technical documentation may be rejected.
- 4) The State may, in its sole discretion, investigate any substitute or equivalent goods irrespective of any representation made by a Vendor or manufacturer.
- 5) **Specifications:** Any deviation from specifications indicated herein must be clearly identified as an exception and listed on a separate page labeled “Exceptions to Specification”; otherwise, it will be considered that items offered are in strict compliance with these specifications, and Vendor will be held responsible. Any deviations shall be explained in detail. **The Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or equivalent goods may be rejected; and if offered, must be supported by independent documentary verification of equivalence to the specified goods.**
- 6) **Technical Specifications Requirements**

The reservation system offered must provide a single centralized and secure, fully Web-based database system performing the following:

- a) Real-time updating
- b) Site-specific as well as non site-specific reservations
- c) Integrated online credit card verification and processing
- d) PCI DSS Compliant (Payment Card Industry (PCI) Data Security Standard (DSS)).
- e) NC Personal Identifying Information Compliant in accordance with the Identity Theft Protection Act, N.C. Gen. Stat. , Chapter 75, Article 2A. N.C. Gen. Stat. § 75-61(10) defines personal information, in part, as “[a] person’s first name or first initial and last name in combination with identifying information as defined in G.S. 14-113.20(b).” As of July 2007, “identifying information” is defined by G.S. § 14-113.20(b) to include:
 1. Social Security Number or employer taxpayer identification numbers
 2. Driver’s License, State Identification Card, or Passport Numbers
 3. Checking Account Numbers
 4. Savings Account Numbers
 5. Credit Card Numbers
 6. Debit Card Numbers
 7. Personal Identification (PIN) Code as defined in G.S. § 14-113.8(6)
 8. Electronic identification numbers, electronic mail names or addresses, internet account numbers, or Internet identification names.
 9. Digital Signatures
 10. Any other numbers or information that can be used to access a person’s financial resources
 11. Biometric Data
 12. Fingerprints
 13. Passwords
 14. Parent’s legal surname prior to marriage
- f) Database connectivity via open standard (e.g. ADO.Net, JDBC)
- g) Remote querying from any workstation by person(s) with query security rights.
- h) Proven Internet reservation capability
- i) Test database available for testing upgrades and new users
- j) Easy-to-use software featuring graphical user interface (GUI) design
- k) Easy-to-use ad hoc (a solution that has been custom designed for a specific problem and cannot be

- adapted to other purposes) reporting for administrators and end users
- l) Data dictionary included in documentation
 - m) Software that includes adequate help screens
 - n) Support site-specific and non site-specific in the same year for the same park
 - o) Allow walk-in registration processing at any park to be performed by NCDPR employee, trained volunteer or trained contractor.
 - p) NCDPR must have access to Vendor's computer reservation system to add or remove reservation inventory, as well as cancel reservations, in order for NCDPR to exercise its emergency powers for the protection of the health, safety, or welfare of the public or the environment. Access will be restricted to designated NCDPR staff through user identifications and logons.
 - q) The Internet enabled functions must:
 - Be flexible enough to fold seamlessly into NCDPR's website. For example, NCDPR's standard banner should display throughout the screens for this application and should give the appearance that it is a part of the site. Any changes made to NCDPR's website should not disrupt or require changes to the functionality, processing, or general look of the web application.
 - Not utilize pop up windows.
 - Not contain links to sites other than those authorized by NCDPR.
 - Be display-resolution independent.
 - Use HTML to the browser.
 - Allow the user to re-size the window
 - Have a mechanism, such as a button or link, to allow users to quickly return directly to the NCDPR website.

The Vendor awarded this contract must provide:

- 1) Primary role for Project Management and all tracking and reporting of the project to the State Enterprise Project Office (NC OITS EPMO), and as required by DENR, OITS, or NCDPR executive management. This will include but not be limited to schedule, milestones, goals, project and user documentation, and monthly status reporting to NC OITS.
- 2) All hardware, software, and personnel at the Central Reservation Center, the Fulfillment Center, and Call Center. All hardware, software, broadband connectivity, toll-free lines, and all peripherals at all locations utilized by the Vendor and by the NCDPR representative(s) that make up an integral part of the Central Reservation Center, the Fulfillment Center, and Call Center.
- 3) All data and voice communications equipment and circuits, operator work stations, internal telephone system, Automatic Call Distribution (ACD) system, postal equipment, on-site printers, FAX machines, and all other equipment needed to administer this contract at its reservation center.
- 4) All communications equipment, operator work stations, and other equipment as required at each park location and its affiliates (a listing of each park location and affiliate is provided as **Attachment B** and attached to this RFP for reference. Work Station specifications is provided as **Attachment C**)
- 5) Provide for initial and on-going training to include in-person and software training modules for end users at locations of NCDPR's choosing.
- 6) Direct support of all end user locations.
- 7) Support services inclusive to system.

- 8) Pricing - The vendor shall provide two pricing options for networking in the PRICE PROPOSAL section of this RFP.

Option 1 - The vendor will provide network connectivity to the parks. This option is available in the PRICE PROPOSAL section of this RFP as ATTACHMENT A-1.

Option 2 - NCDPR via the State of North Carolina network will provide network connectivity to the parks that have broadband connectivity. Currently, approximately two thirds (2/3) of the park locations are broadband equipped. Attachment F provides specific information regarding each park's connectivity offering. If Option 2 is chosen, the awarded vendor will be required to provide broadband connectivity at the park locations that do not currently have broadband available. This option is available in the PRICE PROPOSAL section of this RFP as ATTACHMENT A-2.

A. HARDWARE/EQUIPMENT

The Vendor shall provide and support all hardware necessary for the setup and operation of the Central Reservation System and its supporting subsystems or components.

The Vendor shall provide any additional hardware needed to connect to the personal computer provided by the Vendor or to complete the setup at the park locations and NCDPR central offices. As the initial group of personal computers provided by the vendor becomes inadequate due to age or mechanical failures, the Vendor will replace the units with units that are acceptable to NCDPR. At a minimum the units will be replaced every three years or at such time that the units are either totally inoperable or inoperable 30 percent of the time for two consecutive months. The Vendor is responsible for upgrading and/or replacing all supporting hardware.

Any license fees for any software necessary to support any function of the system/application shall be included in the Vendor's Service Charge. The NCDPR will not agree to any additional fees for the purchase or license of any software.

B. TECHNICAL REQUIREMENTS/WORKSTATION SPECIFICATIONS:

- 1) If NCDPR chooses the option to provide network connectivity to the parks the Vendor shall not be responsible for the data communications equipment and the associated data circuits that would be required to provide network connectivity to the parks.
- 2) The Vendor shall be financially and physically responsible for the installation of all workstations, data communications equipment and circuits, Central Reservation System computer equipment, and all associated software at Park locations and NCDPR central offices. All telephone lines will be unshared lines unless otherwise approved by NCDPR. (see Attachment B for telephone details)
- 3) The Vendor shall be responsible for the maintenance of all workstations, data communications equipment and circuits, and Central Reservation System computer equipment, and all associated software. Office workstation locations can best be described as non-controlled environments, which there is no specific temperature being maintained for equipment wear and tear. All office employees have access to this area. Few offices are air-conditioned.
- 4) The Vendor must provide a toll-free 24-hour/day 7-day/week telephone number and associated support for reporting equipment problems. This toll-free line/location will be referred to as a HOTLINE location.

- 5) When the Vendor receives calls for repair and/or replacement of park workstation equipment, the Vendor shall correct such problems within 24 hours of notification by NCDPR. The Vendor will maintain a sufficient inventory of spare workstations to avoid exceeding the 24-hour replacement/repair window.
- 6) If Vendor equipment located in state park offices is vandalized or stolen, the Vendor must replace it at the vendor's expense. The Vendor shall specify the care and maintenance of the workstations to be provided by the Vendor. The State shall not be responsible for loss or damage to the property from any cause or occasion.
- 7) The Vendor must provide all office supplies (i.e. ribbons, receipts) for the operation of the Central Reservation System. Each receipt will have a logo printed in the right-hand margin with the logo design provided by NCDPR. A proof of the proposed receipt must be provided to the NCDPR contract administrator for approval at least 14 days prior to it being placed into use.
- 8) The Vendor shall perform annual maintenance, and any other maintenance as required, to all equipment located at each park site and the NCDPR central office locations to ensure access to the Reservation System during operational hours. Maintenance should include any and all items to ensure PCI compliance at all times. Maintenance will include onsite and remote maintenance. While on site, the Vendor must perform the following maintenance tasks to each workstation:
 - a) run diagnostics, de-fragment the fixed disk (if the disk is more than 15 % fragmented),
 - b) perform any preventative maintenance needed,
 - c) certify that each workstation is in good working condition, and
 - d) check each workstation for viruses with a virus detection/removal program approved by NCDPR. The workstation virus program must be auto updating/auto scanning and executed on at least a daily basis.

This on-site inspection will take place between January 2 and March 31 of each year of the contract period, and at such other times as may be necessary or proper to ensure access to the Reservation System. Remote inspection of vendor's equipment must be completed a minimum of at least weekly. Vendors must provide a maintenance plan that includes the duties listed above as well as any other maintenance tasks that it will perform.

C. SOFTWARE SPECIFICATIONS/SYSTEM SOFTWARE

NCDPR requires a system that will improve client service through central reservation of facilities, provide information processing capabilities to the park site staff, provide parks management staff and parks administrative staff with on-line access to statistical, financial, and ad-hoc report capabilities.

The Offeror must provide evidence in its bid response that the system it proposes has been tested by an independent Certified Public Accountant (CPA) capable of analyzing automated systems. After award of the contract, and prior to any production phase of the Central Reservation System provided, the awarded Vendor must re-submit the provided system to an independent Certified Public Accountant capable of analyzing automated systems. Both tests must provide absolute compliance with acceptable accounting practices and data integrity standards. The system must meet standard before implementation. If vendor cannot meet standard, we terminate and go with second highest rated vendor of RFP bid.

The awarded Vendor must provide a certified letter from the independent Certified Public Accounting firm attesting that the system is compliant with Acceptable Accounting Practices and Data Integrity Standards.

- 1) Operational Environment - 3/N Tier Architecture - The Vendor's proposed software architecture must include the ability for central reservation at the Vendor's premises, access and the ability for database update from park sites located across the state, and provide access and processing for the public to reserve facilities via the Internet.
- 2) Ease of Use - NCDPR requires software that is very simplified in operational aspects regarding training of NCDPR's staff and for which the operation will be intuitive in nature. Proposed solutions will utilize a Web-Based system with easy to use point and click interface to the customer. NCDPR staff requires easy-to-access menu selected reports, as well as user-friendly ad-hoc report writing capability. Customers shall not be confronted with any advertisements via pop ups when in the process of making a reservation.
- 3) General Requirements for ease-of-use for all application software modules must provide:
 - a) For operator input that will be validated at time of input to ensure its accuracy
 - b) A consistent method of browsing through all parts of the database controlled by user roles and access rights will be made available to the operator. For example, the uses of pop-up windows, drop down menus, or dialog boxes.
 - c) On-line context-specific help that will be available to operators throughout the applications. Where field-specific help is insufficient, the operator must have the ability to invoke more extensive on-line help facilities
 - d) Data query capabilities must be presented in a consistent fashion throughout the application modules. Query capabilities must be made available on all database data elements. System must use Query-by-Form or Query-by-Example methodologies. If provision of this capability presents a resource issue, the vendor must consider a separate data mart database for more complex queries.
 - e) Ad-hoc report writers must be user-friendly, as they will be used by NCDPR's staff. NCDPR's staff is considered to be "entry level" computer users for the purposes of this RFP.
 - f) At the park site, NCDPR requires a full Web-based front-end that supports Microsoft Internet Explorer browser and other leading web browsers with all applications proposed to utilize a Windows "look and feel" user interface, including "point and click" mouse driven software. All communications initiated by the park site to the Central Server must be transparent to the user.
 - g) Speed of Execution - The time a central reservation operator must wait for information back from a standard reservation query should be no longer than 5 seconds. Furthermore, the amount of keyboarding required to complete a reservation should be kept to a minimum.
- 4) General Requirements for functionality required across all application modules
 - a) Multi-User Capability - All software application modules must operate in a multi-user update environment with record level locking capability.
 - b) Data Integrity between Host and Remote Site - Vendors must ensure that data is consistent at both the central site and the park site.

- c) Transaction Integrity Capabilities - The system proposed must be capable of dealing with incomplete transactions and must ensure that the application systems are correct at all times.
 - d) Code Table Maintenance - All code tables must be maintained in a consistent fashion and must be dynamically updatable by operators or field users provided that they have the appropriate security permission to maintain those tables.
 - e) Zip Code & Postal Code Tables - In order to reduce the amount of data that needs to be keyed by operators, the software shall be capable of looking up the city or town and state or province based on the customer identification. The operator shall also have the ability of over-writing the information displayed as a result of the automated field population process.
 - f) The Vendor must provide the latest software versions available at the time of the bid. The Vendor must identify all software licenses/access rights, if any, needed for NCDPR's required uses of all Vendor systems. The Vendor must provide, at its expense, any and all licenses/access rights needed for the operation of the Central Reservation System and its components.
- 5) Financial Requirements - NCDPR requires a software solution that ensures correctness of data as follows: (see also Attachments D & E for examples of data structure that will be used to verify correctness of data).
- a) General Ledger Account Number Structure - Financial information must be accessible in detail and on a consolidated basis, for the entire state, by district, by park, by revenue category, sub-category, or any combination of the above. For example: Reports for the "number of transactions" shall cover transactions happening at specific time periods, as well as transactions for stays at specific parks, stays at any combination of parks, and stays at all parks. This information should also be broken down by where the transaction was taken; the park, the reservation center, or the internet.
 - b) Software Audit Capabilities - The financial backbone to the software must follow Generally Accepted Accounting Principles (GAAP). GAAP is determined by the Governmental Accounting Standards Board in conjunction with the American Institute of Certified Public Accountants and the National Council on Governmental Accounting.

Each financial transaction must include:

- (1) the amount
- (2) the transaction number
- (3) the operator who created the transaction
- (4) the date and time the transaction was created
- (5) the location from which it was created.

All financial details must be available to NCDPR through a variety of reports in either detailed or consolidated fashion. The system must be capable of maintaining monthly summary financial and attendance information on-line for a minimum of three years. This will be accomplished by using a query tool or by accessing predefined reports that the vendor will make available electronically.

- c) Refund Processing - The software must have the capability of issuing a refund notice with an accompanying credit card adjustment. For refunds that require that a check be sent to the customer, the following procedure will be used:

- (1) The Vendor will make available the previous day's authorized check refund requests to the workstation located in the NCDPR's Raleigh NC office.
 - (2) The NCDPR workstation will print a Payment Voucher for that refund utilizing a NCDPR supplied form.
 - (3) Check refunds will be issued from the NCDPR central office and the revenue information will be tracked by the system software.
- d) Vendor Payment Processing - Calculations for Vendor service charges must be created at the time the transactions are incurred and must be available on reports in a detailed and consolidated fashion. . The service charge is applicable only when a reservation is made by a customer and is applied to each day of the specific reservation. The service charge is added to the customer's invoice when a reservation is made. . All funds collected via credit card transactions by the Vendor are deposited into a State bank account specified by the State. The Vendor bills the State for billable transactions on a monthly basis and payment is made to the Vendor for its provided services Within 30 days of receiving a corrected invoice as provided by paragraph 12 of the General T's & C's.
- e) Central Reservation System Requirements - This section identifies features required by the Central Reservation System. They are:
- (1) Reservation Change Processing - The system must log the number and types of changes made to each reservation. The Vendor will assess both fees as specified by NCDPR and vendor service charges as specified by contract. Reservation changes would include changes in dates or parks.
 - (2) Remote New Registration Processing - a park's staff will do walk-in reservations only at the park. The registrations that they will enter will occur when customers arrive at the park, hoping for an available site. If a site is available, the parks staff person will enter the information into the database.

D. RESERVATION SYSTEM FUNCTIONALITY:

- 1) All campsites in the North Carolina State Park system subject to occupancy by reservations shall be available for occupancy through the walk-in, Internet, and call center system components.
- 2) If NCDPR decides to change the 14-night maximum stay at some point in the future, the system software must be capable of that modification. The reservation system must be structured to allow multiple reservation periods in any separately administered campground/park. However, a period of at least seven consecutive nights must have elapsed between reservation periods for the same campground/park. The reservation system must not allow the customer to confirm reservations in the same campground/park in the system for the same or overlapping time periods. The CRS must be able to prevent site monopoly of preferred sites.
- 3) The system shall be structured such that all costs to be charged will be calculated by the automated program at the central reservation center and at all park field workstations. The camping fee plus the vendor service charge will be based on a daily rate multiplied by the number of days reserved. Campsite fees, vendor service charges, and minimum and maximum periods allowed will all be automated by the system.
- 4) The reservation system shall provide a referral system to re-direct camper/cabin users to other facilities in the event that the reservation requests cannot be honored.

- 5) The Central Server system shall allow queries from the field workstations in order to determine the occupancy status of other campgrounds in the system.
- 6) Campsites must be classified by camping equipment acceptability and amenities requested by the customer. The system shall allow for the classification of campsites and for variations in camping fees. It shall be structured to allow for both site-standard and site-specific reservations within a single calendar year.
- 7) The reservation system must allow for reservations to be accepted up to 48 hours prior to the check-in time on the first day of the reservation period. The system shall be structured to prevent double booking or overbooking.
- 8) The system must provide the ability to check on the status of any reservation at any time from any workstation in the system.
- 9) The system must track reservation denials (all available sites for that time period were taken). The denial tracking system shall log the relevant information such as facility, time period requested by the customer, and the date of the request. The tracking system must identify those reservation requests that were successfully re-directed to other available facilities in the system for the time period requested. If the reservation request was not successfully re-directed, the system must track the reason given by the caller.
- 10) Information taken by the reservation operators for a specific campground reservation must include the following: Name, Address, Telephone Number, Zip or Postal Code Number, Number in Party, Time of arrival, Type and size of camping equipment, Number of vehicles (must conform to existing NCDPR Policy), whether a boat is to be included on the site, specific campground requested, and any other parameters requested by the reservation customer. The reservation system must be structured to allow for additional categories to be included, if needed.
- 11) The system must provide a message area for medical or emergency related information of at least forty (40) characters of free text on the reservation screen for use by operators to record requests as a way of allowing customers to convey this information to park staff by the customer. The message block must be transmitted on the arrival report.
- 12) Reservation confirmation information must be mailed to all customers within 48 hours of confirmation (payment) of their reservation if received 7 days prior to the actual date of reservation.
- 13) Each reservation must have its own unique identification number. Transactions relating to that reservation will be recorded separately. A single reservation may have multiple transaction numbers based on the changes to that original reservation transaction. Transaction numbers will be correlated with the original reservation number for auditing purposes.
- 14) The system must allow for the expansion of campgrounds and campsites within the time period of the contract. Vendor must describe the systems expansion capabilities in their bid response. The system shall allow for a change in the number of campsites available for reservation by park within a particular campground by authorized NCDPR personnel. When the Vendor must facilitate such changes, they must be implemented within 24 hours of notification by NCDPR.
- 15) All **facility fees** will be determined by NCDPR and will be subject to change solely by NCDPR. This does not apply to the reservation or cancellation charges due to the vendor.

- 16) Any changes in facility status as a result of a reservation, a reservation cancellation, or a reservation change must be immediately available to all workstations across the system and to the customer who accesses the system via the Internet.
- 17) The reservation system software must alert call center operators and park workstations when a registering/purchasing party has previously submitted an invalid credit card or NSF check. The reservation system software must purge such NSF records from the database immediately when valid payments are processed at any workstation. Databases involving credit cards and NSF checks are to be accessed only by NCDPR and other authorized State personnel.

E. CALL CENTER REQUIREMENTS

- 1) NCDPR FACILITIES SUBJECT TO CRS: The Vendor must process camping, cabin, and other facilities reservations at park locations designated by NCDPR to be part of the CRS in accordance with policies and procedures established by NCDPR. These policies are currently being developed and a final copy of this policy will be provided to the awarded Vendor.
- 2) RESERVATION AND CAMPING FEES: All camping and other NCDPR facility fees will be determined by NCDPR and will be subject to change solely by NCDPR. This paragraph does not apply to the reservation charge or cancellation charge due to the Vendor.
- 3) GENERAL VENDOR REQUIREMENTS: NCDPR reserves the right to change any and all operations policies.
- 4) The Vendor call center must utilize only the telephone number(s) designated by the NCDPR for North Carolina State Park reservations.
- 5) All operators handling State Park reservations and public information must receive at least 12 hours of training by the Vendor. NCDPR will develop all standard telephone presentations (scripting) used by operators to make reservations and deal with caller problems, objections, and complaints. At NCDPR's option, it retains the right to revise all operators scripting. No scripting shall be changed without prior NCDPR approval.
- 6) The Vendor must provide trained reservation operator personnel to handle volume fluctuations as necessary. All reservation operators must be trained in park reservations.
- 7) The Vendor's operators and staff must make every effort to answer all public questions regarding North Carolina State Parks. If questions are asked about specific parks and cannot be answered by the operator, the operator must refer the party to the appropriate park and provide the proper telephone number. If more general questions are asked about park policies or more general state park matters, which cannot be answered by the operator, the caller shall be referred to the designated contact of NCDPR and must be given the proper telephone number.
- 8) Fulfillment: All campers with confirmed reservations or reservation changes shall be sent a written reservation confirmation when the camper's arrival date at the campground is more than seven calendar days after the reservation or change is made. A reservation number will be given orally to all callers. All cancellations shall be sent written notices of cancellation. All declined reservations shall be sent written notices of non-confirmation. All reservation confirmations, non-confirmations, and cancellations must be generated by the reservation system software. Required reservation and change confirmations must be processed by the Vendor within 48 hours of payment receipt. Refund confirmations and the sending

of refund requests to NCDPR must be processed within 48 hours of the request being received by the Vendor. If a caller requests a reservation form(s), the Vendor must mail the form(s) within 24 hours of receiving the request. The Vendor shall cooperate to the best of its ability in any promotional program devised by NCDPR during the contract period. NCDPR will compensate the Vendor for additional costs incurred, if any, in the fulfillment of such promotional programs.

- 9) Reservations shall be accepted by the Vendor based on an 11-month "rolling window." For example, beginning August 1, reservations will be accepted for any camping period that begins before the final day in June of the next calendar year. NCDPR retains the right to alter or change the 11-month, rolling window concept.
- 10) NCDPR will determine the number of campsites that may be reserved at each park. The reservation system will allow NCDPR to change the number of campsites subject to reservation.
- 11) Reservations will be accepted by telephone, Internet, in person, or by mail. Reservations will be accepted as an Initial Reservation on the day that payment is received. A reservation will be made as a Tentative Reservation upon contact, prior to receipt of payment. When payment is received, the Tentative Reservation will become an Initial Reservation.
- 12) Callers will be permitted to make reservations with a single phone call, either at one park for multiple periods, multiple parks for multiple periods or at one park for a single period. NCDPR will establish minimum numbers of camp nights to be reserved for each campground in the system. No reservation will be accepted for a period exceeding fourteen (14) consecutive nights (or the current policy limitation) in any specific park.
- 13) The reservation system shall allow for family reservations to be accepted up to 48 hours in advance of the time of arrival for any campground in the system. NCDPR initially wants the flexibility of a variable "window" limitation based upon a number of days prior to the arrival date.
- 14) Time periods acceptable for group reservations shall be determined on a park-by-park basis as determined by NCDPR.
- 15) Full payment for all fees and vendor service charges must be made before a reservation is confirmed. Customers paying via credit card must be advised that their credit card account is being charged the full amount of the camping stay plus vendor service charges at the time the reservation is made.
- 16) Reservations made by credit card (Visa, MasterCard or American Express) will be confirmed at the time of the reservation request, if the request can be honored.
- 17) If a reservation request is received less than fifteen (15) calendar days prior to the arrival of the camping party, the reservation must be paid in full with cash, check, credit card, or debit card. **There will be no pay-upon-arrival reservations permitted in the system except for walk-ins.**

F. VENDOR'S REQUIRED MINIMUM HOURS OF OPERATION FOR CALL CENTER:

The Vendor's reservation center must be open for operation and accept calls for reservations during the following minimum operating periods. (The hours may be changed, but only with the prior approval of NCDPR. Options for extended hours should be presented in Vendor's response to proposal.)

Days:	Seven (7) days per week except Thanksgiving, Christmas, and New Year's Day.	
Hours:	Monday thru Friday:	8:00 a.m. thru 8:00 p.m. (eastern standard time)
	Saturday and Sunday:	9:00 a.m. thru 5:00 p.m. (eastern standard time)

The CRS may not be intentionally non-operational by the Vendor without the prior approval of NCDPR. This restriction does not apply to failures caused by unpredictable disasters or accidents that are beyond the control of the Vendor. Vendor's backup of the server system must activate to prevent extended down time.

It is anticipated that the Vendor will take the central server off-line from time to time for server maintenance. NCDPR must be notified by telephone and in writing with return receipt where possible, of such planned shutdowns within 48 hours in advance. In the case of emergencies when a shutdown cannot be anticipated within 48 hours, NCDPR must be notified by telephone, e-mail, or FAX. Scheduled shutdowns of the system must take place between the hours of 12:00 am and 6:00 am eastern standard time.

G. TELECOMMUNICATIONS REQUIREMENTS:

- 1) INSTALLATION OF VOICE PHONE LINES & RELATED SYSTEMS: It shall be the Vendor's responsibility at the Vendor's expense, to install all 1-800 CRS public reservation telephone lines, hardware, and the Vendor's help desk 1-800 telephone line to the Vendor's premises. Once installed, the Vendor shall be responsible for the cost of maintaining and repairing all systems. NCDPR will retain exclusive use of such lines for the use of reservations only.
- 2) MONTHLY TELEPHONE BILLS: The Vendor shall be responsible for payment of all monthly telephone use bills for telephone lines listed above.
- 3) COMMUNICATION LINK - RESERVATION CENTER TO CENTRAL SERVER: The Vendor shall be responsible for the cost for installing any lines and hardware as well as any monthly fees for the communication link between the Vendor's reservation center and the central server. The Vendor shall be responsible for the maintenance of all systems.
- 4) CONNECTIVITY: Broadband connectivity is required at all parks (minimum 768 kbps asynchronous downloading and 384 kbps uploading is required) and at the Vendor's facilities (minimum of T1 required) at the Vendor's expense. The Vendor will be responsible for the costs of installations, maintenance, and any recurring costs of the broadband connectivity. (An exception for providing broadband connectivity at all parks is offered in the PRICE PROPOSAL section of this RFP in ATTACHMENT A-2)
- 5) REMOTE MONITORING: The Vendor shall provide NCDPR the ability to silently monitor operators from a remote location. A Vendor representative would be contacted who in turn could transfer the NCDPR call to a line with the silent monitoring ability.

H. RESERVATION CENTER COMMUNICATIONS AND PROCESSING REQUIREMENTS:

- 1) The Vendor's facility must allow for a quantity of 1-800 telephone lines for the public to make reservations to comply with the standards in this Section and for one 1-800 telephone line for the Vendor's NCDPR Help Desk. The Vendor may install a quantity it believes adequate initially; however, additional numbers must be added if the initial quantity does not provide compliance with standards to be determined by NCDPR.

- 2) Because NCDPR has no history with a Central Reservation System, the number of operators needed to process reservation calls is unknown. The Vendor shall provide adequate personnel at the Central Reservation System to handle fluctuations in call volume demand. In addition to English, Vendor must also provide Spanish language voice menu and Spanish speaking live operator(s). Vendor must also provide a system that meets all applicable American with Disabilities Act (ADA) requirements. (See 3 (h) below)
- 3) The Vendor shall provide network-based On-line Call Detail Reporting (OCDR), Automatic Call Distribution (ACD) and reporting. NCDPR shall be permitted full access to the OCDR and ACD reporting system and all CRS related reports. The Vendor must mail, e-mail, or FAX such reports to NCDPR at no cost to NCDPR on a weekly basis. NCDPR staff must also be allowed to review reports at the Vendor's reservation center during normal business hours. The Vendor shall provide NCDPR with the ability to electronically connect to the ACD reporting system for the purpose of viewing the "real time" activity for the reservation program. The Vendor's telephone answering and processing system must meet the following requirements:
 - a) All calls to the reservation center must be answered within an average of 20 seconds with a live agent. A Telephone Service Factor of 80% average per week (Sunday through Saturday), or better is required in order to satisfy the average. For callers awaiting the next available operator, a system generated message indicating expected hold time and providing NCDPR-supplied information is required. No caller shall be told to hang up and call back later. All calls will be answered in the order received.
 - b) Average weekly (Sunday through Saturday) wait time for a reservation agent shall not exceed 30 seconds. MERELY speaking to a live person briefly who does not actually finalize the caller's reservation request(s) does not meet this requirement.
 - c) All calls should be concluded within 20 minutes or less, including the amount of time that a caller is placed on hold. NCDPR reserves the right to review the reservation results of all calls. Special attention will be paid to those calls that exceed 20 minutes in length.
 - d) The goal is to have 0% busy-outs (keep lines from ringing with no answer). The Vendor shall work with NCDPR to develop solutions to meet that goal.
 - e) Average weekly abandoned call rate (a call from someone who hung up while waiting to be served by an agent {presumably because he or she had to wait too long on hold}) shall not exceed 5%.
 - f) The Vendor's phone system will be capable of expansion or reduction in operator personnel and equipment, as needed, as demand changes due to call volume fluctuations.
 - g) The Vendor shall provide after-hours answering with appropriately recorded messages about North Carolina State Parks as approved by NCDPR.
 - h) In order to comply with the requirements as determined by the Americans with Disabilities Act (ADA), the Vendor must provide a telecommunications device for the deaf (TDD) capability at the reservation center such that an individual with a hearing impairment may fully utilize all Vendor services provided to the public. This TDD capability must also utilize a toll-free number.

- i) The Vendor must provide a quantity of operators fluent in Spanish to meet incoming call demand in a timely manner. For purposes of this RFP, a timely manner is considered to be an average of within 20 seconds.

As a part of the bid, the bidder must explain how it will meet the above requirements and include sample reports. All ACD reporting shall be based on the hours of operation of the Central Reservation Center when operators are actually processing reservations.

I. RESERVATION HELP DESK:

- 1) HOURS: At a minimum, the 1-800 telephone number Help Desk must be staffed at the Vendor's reservation center between the following hours daily (all hours eastern standard time).

-May 15 thru Labor Day:	7:00 a.m. - 11:00 p.m. Daily
-Day after Labor Day thru Oct. 31:	8:00 a.m. - 5:00 p.m. Monday - Saturday
-November 1 thru March 31:	8:00 a.m. - 5:00 p.m. Monday - Friday
-April 1 thru May 14:	7:00 a.m. - 7:00 p.m. Daily

- 2) PURPOSE: The purpose of the Help Desk is to assist park employees in working with concerns regarding reservation problems and complaints such as questionable information received or not received about reservations and assisting in solving such problems. The Vendor must provide and be responsible for the employees to staff the Help Desk, the maintenance and repair of the telephone system, and for all other related Help Desk expenses. However, the help desk will be available for use by any NCDPR employee.

- 3) SUPPORT:

- a) The Vendor must provide a 24-hour/day, 7-day/week, toll-free number for reporting equipment problems that is equipped with “after hour” messaging. Anytime outside the times above listed in paragraph I, #1 are considered “after hours”.
- b) The Vendor must provide a helpdesk toll-free number for any NCDPR personnel to call to report problems. Vendor personnel must be able to help NCDPR personnel resolve the reported problems.
- c) There must be **no limit** to either the number of people or the number of calls that can be placed to the Help Desk.
- d) The Vendor shall staff the Help Desk with experienced personnel that can answer “how to” questions about the application as well as questions about hardware and software configuration. Merely answering the phone and assigning a case number to a problem does **not** meet this requirement.
- e) The NCDPR Contract Administrator must immediately be notified by telephone of any problem encountered that results in the inability to accept or process reservations.
- f) The Vendor shall notify the reservation center, the appropriate park manager, and the NCDPR designated contact when the problem(s) has been corrected.
- g) The Vendor shall keep a log of any and all calls made to the helpdesk and fully document the complaints and problems reported to the hotline system. The log will also state what action was taken to resolve the issue and the date such issue was resolved. The log will be made available to NCDPR at any time requested by NCDPR.

- h) Support of all reservation systems, subsystems, and components without exception shall be provided by the Vendor. No additional or separate costs will be charged to NCDPR for the support of any of the pieces that make up the Central Reservation System.

4) RESPONSE TIMES:

Response times are separated into two categories, Emergency and Non-Emergency.

Emergency – Is defined as anything that prevents the reservation or registration of a camper. For emergency situations, the Vendor is required to provide a notification of status every two hours until the problem has been resolved. The notification shall be addressed to both the complainant and the NCDPR designated contact. The Vendor will also provide NCDPR with an escalation process plan for emergency situations, including names, times individuals will be contacted, and numbers (phone, pager, cell) of individuals that will be contacted for lengthy problems.

Non-Emergency – Is anything that does not fall within the definition of an emergency. For non-emergency situations, the Vendor must provide a notification of status every two weeks until the problem is resolved. The notification shall be addressed to both the complainant and the NCDPR designated contact.

J. CALL CENTER PERFORMANCE COMPLIANCE REPORTS:

The following reports must be provided to NCDPR by the Vendor:

- 1) Weekly Report: Report that shows the following data for each day that the reservation service is operated. Cumulative fiscal year-to-date totals must be at the bottom of each report. This report must be provided on Monday by or before 5:00 p.m. eastern standard time for the preceding Sunday through Saturday.
 - a) Vendor staffing report (by hour, day and week)
 - b) Telephone Service Factor: % of accepted calls answered within an average of 20 seconds by a live agent.
 - c) Average hold time.
 - d) Number of abandoned calls and average abandoned time rate (average and longest abandoned time)
 - e) Average call length (combined and by operator)
 - f) OCDR report listing monthly total number of ring busies and total number of consumer phone numbers receiving ring busies (attempts per phone number included)
 - g) Average monthly abandoned/ring busy rate
 - h) T1 or other broadband circuit percentage bandwidth utilization report (if available) (network)
 - i) Call Management System (Switch) reports to be listed daily with weekly summations.
- 2) Special Reports: Additional data may be required by NCDPR for planning or unforeseen circumstances. The Vendor must cooperate with NCDPR to provide such information and reports at no additional cost.
- 3) Switch reports, or subsets of such reports that can be reasonably provided by the Vendor, shall be provided to NCDPR at no additional cost.
- 4) The actual costs for network reports shall be borne by the Vendor.
- 5) Analysis reports outside the realm of network and switch reports shall be provided as available at no additional cost.

K. TRAINING:

- 1) TRAINING OF NCDPR & VENDOR TECHNICAL STAFF: The Vendor shall provide initial training for NCDPR Systems Administrator(s) and the Vendor's Systems Administrator(s) in those aspects of the system software that relate to query language. At the completion of this training, all participants must be able to create, modify, store, retrieve and print a simple query. Trainees must also be able to retrieve and print standard reservation and accounting systems reports. This training shall be conducted at the Vendor's facility and shall include any written materials necessary. NCDPR staff included in this training shall not exceed six employees.
- 2) INITIAL CRS TRAINING OF THE VENDOR'S STAFF: The initial training session(s) shall be conducted at the Vendor's facility and shall include all personnel involved with NCDPR reservation system, both operators and supervisory personnel.

The Vendor shall be responsible for all expenses for the training sessions including all books and other printed and electronic materials. The vendor will not be responsible for the per diem expenses of NCDPR trainer(s).

Anticipated training needed:

- 2 sessions of CRS training @ 2 days (6 people max/class)
- 1 session of "How to Train" @ 1 day (12 people max/class)
- 1 session of CRS Application training @ 1.5 days (2 Vendor Trainers)
- 1 session on reports @ 1 day (6 people max/class)

- 3) VENDOR INSTRUCTION: The Vendor will provide the following for number 1 and 2 above:
 - A CRS SYSTEM User Manual(s) prior to the training session(s). A copy or copies must be provided by the Vendor for each employee to be trained.
 - Formal training in the use of the Central Reservation System to all designated Vendor staff.
- 4) INFORMATION PROVIDED BY NCDPR: At the initial implementation of the contract, NCDPR will provide information to the Vendor's staff regarding park facilities, inventory, policies, and other pertinent information for processing reservations. The Vendor will be responsible for ongoing training of its staff. The program will consist of:
 - a. An overview of the park system in general.
 - b. The types of questions they are likely to receive regarding:
 - i. Reservations
 - ii. NCDPR facilities
 - iii. Camping regulations
 - iv. NCDPR policies
 - v. Other NCDPR activities and regulations
 - c. A "CRS Telephone Operator's Manual" will be provided to the Vendor to assist in answering caller's questions about the parks and camping reservation policies. The Vendor shall be responsible for providing copies to each of its operators and for keeping the manuals up to date with information provided periodically by the NCDPR. This manual is currently in draft

- status. A completed final copy will be provided to the awarded Contractor upon award prior to training the Vendor's staff.
- d. An in-depth orientation to the park system camping policy.
 - e. In addition to the initial orientation session, NCDPR will maintain an occasional presence in the call center to assist operators in the discharge of their duties by providing suggestions and answers to questions that may not have been covered during the formal training session.
 - f. A formal system of problem/complaint resolution will be established between the Vendor and NCDPR to mediate any problems identified by reservation operators, callers, the Vendor, or NCDPR.
- 5) Training of NCDPR staff by the Vendor (**Three (3) six (6) hour days minimum**): At least one month prior to implementation the vendor will provide the following training for the statewide implementation of the reservation system. The Vendor shall be responsible for all such costs related to such training except that NCDPR will be responsible for the cost of NCDPR employee wages, travel expenses, meals, and lodging:
- a) Training in the use of the workstation application(s).
 - b) The Vendor must provide training locations within North Carolina. The training must be provided on the same type of hardware and software platforms that will be used by the NCDPR staff at their work locations. The time and training location(s) will be subject to NCDPR approval.
 - c) The scope and duration of the training will be subject to approval by NCDPR prior to the implementation of any training program.
- 6) The Vendor, at its expense, must provide the following easy-to-use manuals for each student prior to the implementation of the reservation system:
- a) A user manual on the normal operation of the workstations as well as the procedures for basic problem resolution.
 - b) A user manual for the workstation application.
 - c) For each location, where applicable, a user manual on the use of the Central Server Query System.
- 7) At a minimum, the Vendor will provide training for new NCDPR staff on an annual basis: The Vendor shall provide training to designated NCDPR staff at a location chosen by NCDPR.
- 8) UPDATED CRS TRAINING: The Vendor will be responsible for the continuous training of its staff because of turnover and because of updated program and/or policy changes. The Vendor must train its staff and update its manuals in a timely manner so staff remains competent and knowledgeable in order to provide a high quality service to NCDPR and its customers. The Vendor shall use the training outlines and information provided by NCDPR.
- 9) NCDPR PRESENCE AT VENDOR'S FACILITY: The Vendor must provide NCDPR with access to the call center at any time that the system is accepting telephone reservations in order to assist and/or silently monitor operators. NCDPR will provide 24-hour prior notice of such visits and agrees to supervision by the Vendor of any interaction with operators. The Vendor will provide NCDPR with the capability to silently monitor operators handling the State Park reservation calls at the Vendor's facility. NCDPR will be given the latitude to choose which operators will be monitored, providing that the operator is logged into the reservation program.

L. REVENUE AND CREDIT CARD PROCESSING:

- 1) All revenue received by the Vendor will be deposited into an account as determined by NCDPR. The Vendor will track deposit transaction numbers for reporting revenue, by NCDPR revenue account number, to NCDPR Cashier.
- 2) All credit card transactions made by both the Vendors' staff and NCDPR will be processed through the automated system. All credit card transactions will include on-line verification by either the reservation operators or NCDPR field workstations prior to acceptance using the Vendor's credit card processing system. The Vendor will utilize the bank and account identified by NCDPR for all credit card verification, deposit and transaction services.
- 3) The following methods of payment must be accepted: CASH, CHECKS, AND CREDIT CARDS: The Vendor will accept, as payment, personal checks drawn on U.S. accounts, traveler's checks, money orders, certified checks, and any promotional coupons utilized by NCDPR.

Master Card, American Express, and VISA credit cards only may be used to purchase any product or service available in the parks system. Master Card and VISA may be used for credit and debit transactions. American Express may only be used for credit transactions.

- 4) The Vendor must be Payment Card Industry (PCI) certified. All credit card and debit card transactions made by the Vendor's staff will be processed through the automated systems. All credit card transactions will necessitate using on-line verification by the reservation operators prior to confirmation of the reservation. In the case of system failure of the on-line verification system, the Vendor will utilize batch mode (where transactions are collected and processed when the system restores without human intervention) until such time that the on-line verification system is functional. If on-line verification of credit cards is not possible, then the Vendor will be responsible for calling the camper back to notify same of any declines to the credit card transaction and for the mailing of a letter of "non-confirmation" to the camper. If batch processing is necessary due to a failure within the Vendor's system, the Vendor will be responsible for calling campers with credit card declines at no cost to NCDPR. Vendor must remain PCI compliant for the duration of this contract.
- 5) Purchases made by credit card or debit card must be refunded by credit card transaction. Method of payment must appear on the camper receipt.
- 6) If a camper/cabin or other facility user has made a reservation and requests to change the reservation resulting in a refund or the cancellation of the entire reservation, the Vendor shall process all refunds and transmit the CRS refund data to NCDPR at least once each day.
- 7) The Vendor must ensure that its employees accept only properly and fully completed checks. Full and complete information must be recorded indicating that credit cards and debit cards are valid. If proper and complete information is not provided or if information on the card indicates it may not be valid, reservation shall not be completed.

If the Vendor's employees process improperly prepared information or information which indicates that a credit/debit card and/or check is not valid, the Vendor shall reimburse NCDPR for all directly related financial losses, if any, incurred by NCDPR.

If full and complete information is recorded which indicates a check or credit/debit card should be valid, but it is later rejected for some reason, the Vendor shall not be responsible for such losses to NCDPR.

- 8) Receipt of a properly prepared check by the Vendor will constitute “payment” for the reservation and the reservation will be confirmed. The Vendor will not be liable for non-sufficient funds (NSF) checks.
- 9) Tentative reservations will be held for ten (10) calendar days. If payment for the reservation has not been received by the Vendor within the above timeframe, the site will become available for another reservation request. A record of all parties who fail to send in reservation payments will be kept. Each park workstation will be able to query the record for their particular park at any time. The NCDPR contract Administrators and Budget Office staff will be able to query all records for each separate location, each district, and for all locations at any time.

M. REMITTANCE OF REVENUES:

- 1) Banking: All checks received by the Vendor are to be made out to "THE TREASURER OF North Carolina". If there is a question as to the validity of a “Pay To” entry, the Vendor shall contact NCDPR before processing the reservation. All checks should be inspected for accuracy, batched, and mailed to NCDPR [*daily*] with an attached “Report by Operator” report as generated by the Vendor’s system, which, at a minimum, shows the time and date of the transactions, the operator who completed the transactions, the customers name address and telephone number, the drivers license number and state issued from, the customer’s date of birth, the bank name, the checking account number.
- 2) Reservation / Remittance Process: The Vendor will process written reservations at its premises. The Vendor must remit all revenues to NCDPR on the day that they are received. Those written reservations with no attached payment, insufficient funds, or an improperly prepared check or for which a reservation cannot be made due to site unavailability will be returned to the camper with the appropriate box and/or explanation of rejection noted at the bottom of the form. If cash payment for a reservation is received by the Vendor, the Vendor will deposit the cash into an account specified by NCDPR.
- 3) Reconciliation of Revenues: The Vendor must reconcile all CRS revenues received with all CRS transaction numbers generated on a daily basis. Reconciliations must balance all revenues received with all CRS system generated transaction numbers on a daily basis. The Vendor must keep a log and a copy of all checks received.
- 4) Audits and Revenue Control: SYSTEM AUDIT - At the discretion of NCDPR and at NCDPR expense, NCDPR may conduct an audit of all revenues and all systems impacting revenue flow to NCDPR. The audit will reconcile all voided transactions, shortages and overages, fees collected and refunds processed by the Vendor to the amount of net funds deposited into NCDPR accounts to the total transaction numbers used. It is intended to insure the financial integrity of the revenue systems used.
- 5) Audits and Reports: The Vendor must provide clear, secure, traceable, and auditable revenue and reporting systems. The Vendor must, at its expense, provide the following reports to the NCDPR for each fiscal year (July 1 – June 30). Such reports must be submitted by August 1 of each year for the previous fiscal year.
 - a) An Annual Fiscal Year Profit and Loss statement of all operations pertaining to this contract.
 - b) An audit of all revenue systems and other systems impacting revenue flow to NCDPR. All such reports and audits must be prepared by a currently licensed, Certified Public Accountant. The above-required audit must be coordinated with the State of North Carolina, N. C. Department of Environment and Natural Resources, Controller’s Office at least 60 days in advance of such audit.

- c) Remittance of Revenues to NCDPR:
1. Banking: All revenues received by the Vendor related to this project are to be deposited into a State Treasurer's Account in a North Carolina bank as established and approved by the North Carolina Department of Treasury. All checks received by the Vendor are to be made out to "TREASURER OF NORTH CAROLINA."
 2. All credit card revenue is to be processed through the State Treasurer's account in a North Carolina Bank designated and approved by the State Treasurer's Office.
 3. Deposit Slip: The Vendor's workstation and the workstations at each park unit must print out the information for the bank deposit slip and NCDPR internal accounting record keeping for all revenues collected since the last deposit. After the revenues have been deposited, the employee must then re-enter the total amount deposited and the deposit slip number. If the two numbers do not agree, a correction must be processed. The employees entering remittance data must be identified.
- d) Remittance Process: The system must have the capacity to remit all revenues received by the Vendor and by all park units on a daily basis to the North Carolina Department of Environment and Natural Resources Controller. All remittance reports must identify all receipts used to generate the revenues as well as the appropriate bank deposit information. Each park's report shall be capable of being viewed, but not changed, by the appropriate park manager, and NCDPR management. An automated employee shortage/overage report must also be a part of each remittance report.
- e) Remittance Report: A remittance report must be available at the appropriate park, district, and division level, as well as at the Vendor's revenue processing location.
- f) Reconciliation of Revenues: The system must provide a daily reconciliation of all revenue accounts by program, by park, and by NCDPR-wide program. Reconciliation reports will be prepared by all parks, district offices, and the NCDPR office. Each unit's report must be capable of being viewed, but not changed, by the appropriate park manager and the NCDPR management.
- g) General Ledger Account Number Structure: Financial report information must be accessible in detail and on a consolidated basis, for the entire state, by district, by park, by revenue category, sub-category, or any combination of the above.

N. AUDITS AND REVENUE CONTROL:

- 1) **SYSTEM AUDIT:** At the discretion of NCDPR and at NCDPR expense, NCDPR may conduct an audit of all revenues and all systems impacting revenue flow to NCDPR. The audit will reconcile all voided transactions, shortages and overages, fees collected, and refunds processed by the Vendor to the amount of net funds deposited into NCDPR accounts to the total transaction numbers used. The audit(s) is/are intended to insure the financial integrity of the revenue systems used.
- 2) By the acceptance of the contract, the Vendor agrees to make all of its staff, facilities, reports, financial records, and any other documentation and systems associated with this contract available to NCDPR and/or its designated auditor(s) for audit during normal business hours. When notified by NCDPR of such audit, the Vendor shall provide an office at the CRS with sufficient workspace and one telephone for audit staff use. The Vendor shall operate the reservation central server system and any other system(s) it may use to administer the financial systems related to this project for the audit staff, as requested. The Vendor shall provide the above-described services and facilities to NCDPR for no additional fees or charges except that NCDPR shall be responsible for all long distance charges incurred

by the audit staff from the Vendor's phone system. Reasonable expenses related to an audit of the software will be paid by NCDPR.

O. BACKUP AND RECOVERY/DISASTER RECOVERY/INTERNET SECURITY:

The reservation system provided must have backup and recover capabilities, disaster recovery capabilities, and absolute Internet security. The security of customer information is absolutely critical and cannot be open to compromise. To protect the integrity of customer, NCDPR, and the reservation system information, the site must be secure at all times at all levels (Call center, communications, and remote locations). The Vendor must also comply with the requirements of the Identity Theft Protection Act, N. C. Gen. Stat., Chapter 75, Article 2, Sections 75-60 through 79, that requires, among other things, protection for Social Security Numbers and the proper destruction of personal information records. If a security breach occurs, Vendor will coordinate with NCDPR on the response required by the Identity Theft Protection Act at GS 75-65.

The Vendor's response must:

- 1) Define and describe backup and recovery procedures. Recovery must be able to execute a full database and system recovery within two (2) hours. Data must be recoverable for the life of the contract.
- 2) Define Disaster Recovery and business continuance procedures, including off-site storage of all databases and clearly written restoration procedures, in the event of a disaster that requires system restoration at an off-site location.
 - The written description of both backup and recovery and disaster recovery will be considered during the evaluation process as a draft submittal. The NCDPR will require the awarded Vendor to test the plan after award and it must function to the NCDPR's satisfaction; otherwise, the plan must be modified until approved by the NCDPR. The written description of backup and recovery and disaster recovery must include an overview of procedures including the location/occurrences of data offsite storage.
 - Should callers to the 1-800 reservation toll-free number, be unable to secure reservations because there is a problem with the Vendor's phone system, the Vendor shall provide an alternative reservation center telephone number. Should malfunctions continue, or would likely be expected to continue, for a period of 24 hours or more, the Vendor shall complete an orderly transition of administering reservations to the alternate processing center. The alternate center shall continue to be utilized until such time as the malfunction can be corrected to NCDPR's satisfaction. This process could be an alternate center or alternate telephone numbers, or both.
 - All alternative services shall be supplied at no additional cost to NCDPR. The alternative center shall provide transparent operations to both callers and NCDPR.

GUARANTEED RELIABILITY AND AVAILABILITY - The Vendor must provide for daily backup of the Central Reservation System database and provide for sufficient recovery procedures to return the system to active status as a result of a failure. The Central Reservation System may not be out of service for more than two hours per month.

P. PROBLEM - COMPLAINT RESOLUTION:

- 1) ADVISING NCDPR: The Vendor shall advise NCDPR in writing by letter, email, or telephone to the NCDPR Contract Administrator, as appropriate, regarding potential and actual problems and failures that may or have occurred such as equipment failures, delays due to unexpected overloads, significant public confusion and/or complaints, or any other difficulty which may result in significant complaints or systems failure beyond fifteen (15) minutes. All serious complaints and/or problems are to be reported to the appropriate park(s) and NCDPR coordinators at the earliest possible moment. The Vendor shall use all reasonable methods within its means to resolve public complaints.
- 2) PROBLEM/COMPLAINT RESOLUTION PROCESS: A formal system of problem/complaint resolution will be established between the Vendor and NCDPR during the software development phase to mediate any problems identified by either of the parties. A complaint to vendor form will be prepared and that practice exercised until resolution is acquired.

Q. PROJECT CONTROL:

The Vendor must have the resources and capacity to fulfill the requirements as described in this document. Creative and innovative techniques and products may be needed to fulfill the requirements of this project.

- 1) VENDOR'S LIAISON & REPRESENTATIVES: The Vendor shall designate its official Liaison Representative and one alternate representative to NCDPR for the purpose of administering all systems and services specified in the Contract. These representatives must be employees of the Vendor. Other key Vendor personnel charged with the administration of major segments of related systems and services must also be identified to NCDPR. The Vendor's Liaison Representative or alternate representative shall meet periodically with NCDPR to discuss the operation of the system. The Vendor must be responsible for the cost of all salaries and wages, lodging, travel, food, etc., for its employee(s) regarding such meetings.
- 2) During the initial implementation/start-up of this contract, the NCDPR's project director will meet biweekly at a minimum with the Vendor's project manager for the purpose of reviewing progress and providing necessary guidance to the Vendor in solving problems which arise. These meetings may be in person or by other means at the discretion of NCDPR's project director.
- 3) The Vendor must submit brief written biweekly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the NCDPR's project director; and, notification of any significant deviation from previously agreed upon work plans.

R. FURTHER AGREEMENTS

- 1) **Service Modifications** - The State of North Carolina reserves the right to modify this service during the course of this contract by changing the location(s) to be serviced by adding additional parks, number of days of service to be performed, tasks, and/or addition, deletion, or reduction of tasks to be performed, and/or any other modifications deemed necessary.
- 2) NCDPR retains the right to establish or close any and all campgrounds and to establish and/or adjust the capacity of all campgrounds. From May 15 through September 15 of each year of the contract period, NCDPR agrees not to reduce the number of campsites available for public use below 1,000

except if such reduction should be required because of circumstances beyond the control of NCDPR. Such circumstances may include, but are not limited to: natural disaster, civil disturbance or other disasters beyond the control of NCDPR.

- 3) Processing Reservations For Camping/Cabins/Facilities - The Vendor must process all camping/cabin/facilities reservations in accordance with policies established by NCDPR.
- 4) Transition to a New Vendor – If a transition of services must be made from one Vendor to another, the current Vendor will fully cooperate in allowing NCDPR and/or new Vendor full access to all databases, systems, and facilities necessary for the transfer of all software and data information systems from its systems and equipment to the new operator's systems and equipment. Copies of the reservation application and database as well as all technical information necessary for transition to the new operating platform will be made available to NCDPR and/or new Vendor six months prior to the expiration date of the contract. The actual transition would likely take place during the 90-day period prior to the termination of the contract. The Vendor will continue owning all software and source code. The database must be provided in industry standard “load ready format for RDBMS (relational database management system) products. Technical information must include data models for database(s). Although the Vendor will not be expected to incur any costs required to make such a transition other than to operate its systems and equipment to allow for a complete and timely transition, the Vendor will provide such service at no added charge.

S. ADDITIONAL MISCELLANEOUS REQUIREMENTS

- 1) **DATA BASE OWNERSHIP AND USE** - The Vendor shall not deny NCDPR up-to-date access to all current and past databases regarding the campers and organizations in the databases and all other information and data entered into the databases by both the Vendor and NCDPR related to this contract. The NCDPR shall have complete & unfettered control of and access to the data 24 hours/day, 7 days/week. In addition, in the event a transfer of data is necessary, the Vendor shall fully & completely cooperate with any subsequent Vendor to ensure that the State’s data is transferred and is in a form that is readily and easily accessible by the subsequent vendor. Vendor’s method of storing the data shall align itself with the NC Statewide Technical Architecture <http://www.ncsta.gov/>. All such information and data are the sole property of NCDPR and shall not be sold or made available to any person or entity without the written authorization of NCDPR. No files are to be purged from the central server without the written approval of NCDPR. The Vendor shall not use state park reservation related database(s) for any other purpose other than to administer the North Carolina State Park Central Reservation System.
- 2) **NCDPR FILES ACCESS** - NCDPR staff must have access to all ACD reports between the hours of 8:00 AM and 5:00 PM Eastern Time, Monday through Friday.
- 3) **ONLINE QUERY** - In addition to the standard reports, the online query system must allow for authorized NCDPR personnel to easily access databases for non-standard (ad hoc) reporting of information that has been tracked by the system but not specifically assembled into a standard report. Examples of such ad hoc requests could include:
 - a. How many reservations were made each month at William B. Umstead State Park?
 - b. How does the revenue flow for camping to date at Hanging Rock State Park compare with the revenue flow for the previous year?
- 4) **FACILITY DATABASE REQUIREMENTS** - This section describes the features required for the Facility Database (FD).

- a. Registering walk-ins - NCDPR locations must have the capability of adding new registrations, provided that sites are available, for people arriving at the park without a prior reservation. All information pertaining to these new registrations must be immediately inserted into the database.
- b. Accepting Payments - Payment methods accepted may include Visa, Master Card, and American Express credit cards, cash, and check. Credit cards will be authorized online at the time of the registration through the Vendor's credit card processing system

5) INTEGRATION REQUIREMENTS - All such reporting information must be transmitted to the Central reporting system daily.

Central Revenue Recording System Requirements

- a. Consolidation of Park Site Data - The system will consolidate all revenue data from all NCDPR locations on a daily basis.
- b. Central Updating of Inventory - The system must allow for the manual transfer of funds or inventory across accounts. Security levels for transfer authority will be determined by NCDPR. Any manual General Ledger (GL) transfers must include a description of the transfer as well as identify the person authorizing the release and acceptance of the transfer.

6) SYSTEM WIDE SETUP REQUIREMENTS:

- a. Park Information - The system must provide help screens to assist reservation operators in identifying available facilities on a park-by-park basis. The information contained on the help screens will be determined by NCDPR. The screens will be capable of being changed by NCDPR at any time.
- b. Park Facility Information - NCDPR will identify the number and type of facilities available at each park.
- c. Park Site Accommodation Information - NCDPR will provide a listing of the numbers of facilities by type. This may include a particular kind or size of camping unit (tent only, pop-up camper, 20' motor home, any unit, etc.) for use by reservation operators when reservations are being taken. The facility listing will be by location in each park.

7) DATA RETENTION AND CONVERSION - The Vendor will provide the ability to query the historical data. Historical data will include any data that can add to the systems information database for producing trends related to revenues, camping patterns, demographics, comparisons to other states, comparisons to external economic factors that may or may not affect use of park facilities, etc. The Vendor shall provide the ability for NCDPR to add historical data for time periods preceding the start of this contract.

8) CONSISTENT NAMING CONVENTION OF DATA FIELDS - The Vendor must be consistent with naming conventions throughout the system, i.e., Confirmation ID and Reservation ID. A listing of data fields required as a minimum is adjoined to this RFP and marked as **Attachment D**.

9) REPORTS NAMES AND CONTENT – At a minimum, the Vendor must provide reports with content as defined in **Attachment E**.

10) BIENNIAL SYSTEM BACKUPS – The Vendor must provide system backup media to the NCDPR at least biannually.

- 11) REMOTE FUNCTIONS** - These functions are needed for NCDPR Park Managers and designees only: NCDPR requires the ability to close or modify reservation availability of all facilities included in the online reservation system. These modifications can be applied at the site or site location level, at the park level or system level.

NCDPR requires override authority in order to modify or create reservations.

T. FUTURE EXPANSION CAPABILITIES

The NCDPR is interested in expansion possibilities of the reservation system as technology advances. Vendors should provide information/literature in its response that illustrates how its proposed system may be expanded to accommodate the following:

- 1) Touch-Tone Reservations - NCDPR is interested in cost-saving options that would provide customers with an opportunity to reserve a site while keeping staffed hours to a reasonable period. NCDPR will consider touch- tone reservations such as described below, if overall costs could be reduced and if overall customer service would be of a high quality, as approved by NCDPR.

Touch-Tone reservations would be targeted to previous users of campsites (personal information already in the database). Customers would be able to phone the touch-tone reservation number and be guided through a series of voice messages to allow them to reserve a camp space without actually talking with an operator. They would respond to the voice messages by pressing the buttons on their touch-tone phones. The touch-tone service could also be used to find out information on park facilities, hours of operation, directions to a park, etc. Payments would be accepted by credit card only with on-line validation. Confirmation notices would be produced automatically.

Touch-tone reservations is not deemed to be a replacement for operator-assisted reservations, but merely a way in which NCDPR could cost-effectively increase the level of service provided to the public. Telephony is increasingly being used across many business sectors to guide customers through transactions of various types. These systems save money by eliminating the need for additional personnel for handling calls and processing payments.

- 2) Kiosk - Creation of a customer accessible kiosk or stand-alone reservations unit that would allow customers in other locations to access real time campsite information and to reserve sites at those kiosks, using credit cards for payment. The intention is for a system that is entirely stand-alone, requires minimum support, and which can allow access to the reservation system from locations such as tourism information centers and shopping malls. Reservation receipts must be sent to the customer through the mail and e-mail.

The desirability of this option is attractive to NCDPR and exploration of this option is desired. The successful vendor should anticipate that NCDPR will pursue acquisition and development of this functionality during the course of this contract.

Please describe a stand-alone reservations kiosk that could be located in NCDPR's offices or other locations (i.e., State Welcome Centers, other agency offices, grocery stores, retail outlets, etc.), relying on credit cards or other payment methods.

- 3) Point-of-Sale - NCDPR is moving quickly into the E-commerce arena. It may become necessary to expand the system to accommodate the sale of goods and other services.

- 4) Natural Language - NCDPR is interested in the advancement of natural language selection (as opposed to an IVR).
- 5) Smart Maps - NCDPR would like to move quickly toward Internet maps with available color-coding and panoramic site viewing.
- 6) NCDPR desires the functionality to contact customers via e-mail; i.e., e-mail confirmations, change letters, cancellation, and information about the specific park.

This functionality must allow segmentation of the customer database by specified attributes or purchase patterns, and allow administrators to readily conduct such functions; for example, the ability to e-mail all customers who have camped at a specific park. Those customers might be e-mailed about camping at similar parks.

IV. Section IV. Other Requirements and Special Terms

- 1) VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.: In accordance with Executive Order #60, the Vendor must detail in the bid response, the manner in which it intends to utilize resources or workers. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's proposal. The Vendor shall provide the following for any proposal or actual utilization or contract performance:
 - (a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States
 - (b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors
 - (c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract outside of the United States
 - (d) Any Vendor or subcontractor providing call or contact center services for the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided
- 2) Financial Information: The Vendor shall provide evidence of financial stability with its response to this RFP as further described herein below. As used herein, financial information shall exclude tax returns and compiled statements.

Provide a Comprehensive Report from Dun and Bradstreet, stating the financial condition and credit rating of the company.

Note: The State may, in its sole discretion, accept evidence of financial stability other than the Comprehensive Report for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of the contract award. Other evidence shall include:

- (a) For a publicly traded company, audited certified Financial Statements bearing the opinion of a certified public accountant, for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, vendor must explain the reason why they are not available.
 - (b) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.
- 3) Disclosure of Litigation: The Vendor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of this Contract.
- (a) The Vendor shall notify the State in its bid proposal, if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Vendor shall promptly notify the State of any criminal litigation, investigations or proceeding involving Vendor or any subcontractor, or any of the foregoing entities' then current officers or directors during the term of this Contract or any Scope Statement awarded to Vendor.
 - (b) Vendor shall notify the State in its bid proposal, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its bid proposal, or which may occur during the term of any any contract awarded to Vendor pursuant to this solicitation, that involve (1) services or related goods similar to those provided pursuant to any any contract and that involve a claim in excess of \$50,000 or that may affect the viability or financial stability of the Vendor, or (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor, in any an amount less than \$50,000 shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Vendor or subcontractor.
 - (c) All notices under subsection A and B herein shall be provided in writing to the State within thirty (30) calendar days after the Vendor learns about any such criminal or civil matters; unless such matters are governed by the ITS General Terms and Conditions annexed to the solicitation. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.
- 4) Criminal Conviction: The Vendor shall notify the State in the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Vendor's business integrity.

- 5) Security and Background Checks: The Agency reserves the right to conduct a security background check or otherwise approve any employee or agent provided by Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other requirements. This approval requirement shall not relieve Vendor of its obligations to perform all work in compliance with the Contract terms. The Agency reserves the right to reject and/or bar any Vendor personnel, whether employee or agent, from the Agency facilities for cause. Facilities, as used herein, shall comprise physical, internet based resources or interfaces, intranet resources, or informational resources.

- 6) Assurances: In the event that criminal or civil investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract, causes the State to be reasonably concerned about:
 - (a) the ability of the Vendor or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or
 - (b) whether the Vendor or its subcontractor in performing services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Contract or violation of law, regulation or public policy, then the Vendor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: the Vendor or its subcontractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions, and the Vendor or its subcontractors will not engage in conduct in performing services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

- 7) Confidentiality of Data and Information: All financial, statistical, personnel, technical, and other data and information relating to the operation of and provision of services for the Centralized Reservation System, Fulfillment Center, and Call Center for North Carolina Parks, which are designated confidential by the State and made available to the Vendor in order to carry out this Contract, or which become available to the Vendor in carrying out this Contract, shall be protected by the Vendor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Vendor. If the methods and procedures employed by the Vendor for the protection of the Vendor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.

- 8) The Vendor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Vendor without restriction, (3) information independently developed or acquired by the Vendor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Vendor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

V. **SECTION V - Proposal Content and Organization**

This section should contain all relevant and material information relating to the Vendor's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services and/or provide the goods described in this RFP. If any relevant and material information is not provided, the offer may be rejected from consideration and evaluation. Proposals will be considered and evaluated based upon the Vendor's full completion and response to the following, and any additional requirements herein, or stated in a separate Exhibit.

Bidder's proposal is to be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those considered by the vendor to be essential to a complete understanding of the proposal submitted. Each section of the proposal should be clearly identified with appropriate headings:

- A. **BUSINESS ORGANIZATION** - State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated and if appropriate, state whether it is licensed to operate in the State of North Carolina.

Detailed description of Vendor's firm must include all of the following:

- i. Full name, Federal Tax identification number, address, and telephone number of the organization;
- ii. Date established;
- iii. Background of firm;
- iv. Ownership (public company, partnership, subsidiary, etc.);
- v. If incorporated, state of incorporation must be included;
- vi. Number of full-time employees on January 1st for the last three years or for the duration Vendor's firm has been in business, whichever is less.

B. MANAGEMENT SUMMARY

1. **NARRATIVE** – Vendor must include a narrative summary description of the proposed effort and of the product(s) proposed. If any support is to be provided by a subcontractor, said subcontractors are to indicate their capability and willingness to carry out the work. In addition, the information requested in A. above, and D. below, should be provided for each potential subcontractor. Section VII, Contractual Terms and Conditions, Paragraph 4) Subcontracting defines roles and responsibilities of Contractors and Subcontractors.
2. **PROJECT WORK PLANS** - Provide a technical plan for accomplishing the deliverables. Indicate the number of person-hours allocated each task. Include a PERT chart showing each time related event, task, and decision point in your work plan.
3. **CORPORATE EXPERIENCE** - Indicate prior experience of your firm that you consider relevant to the successful accomplishment of the project defined by this Request for Proposal. Include sufficient detail to demonstrate the relevance of such experience.

Proposals submitted shall include, in this section, descriptions of qualifying experience to include project descriptions and starting and completion dates of projects successfully completed. Also, include the name, address, and phone number of the responsible official of the client organization who may be contacted.

Vendor shall notify the State in its bid proposal, and promptly thereafter as otherwise applicable, if it: (i) has been audited for Payment Card Industry (PCI) compliance and if so, the results of any such audit; (ii) has breached PCI standards as determined by an audit; or (iii) has been fined or penalized for non-compliance with PCI standards. Vendor shall provide the State with a means of verifying the Vendor's responses. In its bid proposal, and promptly thereafter as otherwise applicable, Vendor shall provide the foregoing information for all of Vendor's subcontractors who may provide storage, processing, or transmission of cardholder data pursuant to any contract awarded under this solicitation.

4. **REFERENCES:** The Vendor must provide at least one URL for a project with example(s) of web pages Vendor has created, similar in scope and size, including the Vendor's past performance, experiences and capabilities to do this work along with the project description, for the purpose of determining functionality. The following information must be provided:
 - Name of company or government entity
 - Contact names, with titles/responsibilities, telephone numbers and email addresses
 - Purposes and/or business processes for which the reference services were performed and how the services provided benefit
 - Dates of engagement
5. **PROJECT STAFFING** - The Vendor firm must be able to staff a project team that possesses skills and expertise in the fields of project management, systems design, database management, technical support, accounting principles, and networking. The RFP response must include the number of executive and professional personnel by skill and qualification that will be employed in the work. The RFP response shall illustrate where these personnel will be physically located during the time they are engaged in the work. Vendor should indicate which of these individuals it considers key to the successful completion of the study or project. Key individuals must be identified by title. Indicate the amount of dedicated management time for the bidder's project manager and other key individuals. Resumes of qualifications must be supplied for proposed project personnel.
6. **SUBCONTRACTORS** – If a subcontractor(s) will be utilized, Vendor must identify all subcontractor(s)

C. ADDITIONAL INFORMATION AND COMMENTS –RESPONSE REQUIREMENTS

In its bid response, Vendor must demonstrate compliance with the following requirements:

1. **SOFTWARE:** The bidder must describe the System software and its ability to fulfill the requirements of this RFP. The System software proposed by the bidder must currently be developed and in use. The bidder must identify where the software is currently being used and provide the name, address, telephone number, and contact person applicable for verification of that current use. The bidder must identify the query language used by the software and the platform(s) for which it is currently configured. In addition, the bidder must include documentation with its response that verifies that the software is Payment Card Industry (PCI) certified.

2. **WEBSITE DESIGN:** Bidder must describe how the website will function; what the pages will look like, and how many clicks/screens it takes to complete a reservation. (including web screen shots). Bidder must provide at least one URL with example(s) of web pages Vendor has created, similar in scope and size, for the purpose of determining functionality.
3. **CALL CENTER:** The bidder must identify the name and location of the reservation center proposed for the fulfillment of the contract. The name, address and contact person must be provided to the NCDPR for purposes of verification. The bidder must detail how the requirements will be met. See Section III.
4. **RESERVATION SYSTEM OPERATIONS:** The bidder must detail how the requirements specified will be fulfilled. See Section III.
5. **AUDITS AND REPORTS:** The bidder must detail how the System software will track the information required. The bidder will provide a sample of each type of report required in the RFP.
6. **TRAINING PLAN:** The bidder must describe how the training requirements will be met. Describe the bidder's experience in performing such training. Identify the list of three past clients with the name of a contact person and the applicable telephone number. In addition, the bidder will provide the following information regarding how the potential Vendor will prepare training for:
 - a. Workstation operation and care
 - b. Application System software
 - c. Database Querying
7. **COMMUNICATIONS NETWORK:** The bidder must describe how the equipment proposed will meet the requirements specified. Provide a diagram of the proposed network.
8. **HOTLINE SUPPORT:** The bidder must describe how the requirements will be met. See Section III.
9. **REVENUE AND CREDIT CARD PROCESSING:** The bidder must describe how the requirements will be met. See Section III.
10. **ONLINE QUERY:** Identify the reporting tool utilized by the System software. Describe in detail the ad hoc query capabilities available within the system. The bidder must describe in detail how its proposed ad hoc query/report writer would be used to obtain the answers to the questions posed in the RFP. Include the commands or text that the user would need to key in order to obtain the desired results. See Section III.
11. **CENTRAL RESERVATION SYSTEM:** Name the system proposed to meet the requirements specified. For the Central Reservation System, the bidder must describe the procedure to be used for recovery in the event of computer failure, reservation application failure, disk failure, network equipment failure, and power loss. The bidder must include a diagram of the Central Reservation System computer configuration.
12. **PROJECT TIMETABLE:** The bidder must describe the approach to implementing a NCDPR Central Reservation System. This description must include milestones and Contractor deliverables. The bidder must include a Gantt chart depicting these milestones from the start of the implementation to the completion of the implementation. At a minimum, the bidder must include the following as deliverables:
 - a. Implementation work plan
 - b. Application functional specifications
 - c. Application functional verification plan
 - d. NCDPR training plan
 - e. NCDPR installation plan

13. **SYSTEMS FAILURE AND COMPLAINTS:** Bidder must describe the proposed plan for meeting the requirements identified. See Section III.
14. **VENDOR'S LIAISON REPRESENTATIVE:** Identify all individuals as specified. Major segments of the program include: Prime Vendor, Call Center, System Software Developer and Hardware/Software Maintenance and Support.
15. **TRANSITION TO NEW VENDOR:** Identify those accesses, services, and information that the Vendor would provide to the new Vendor if, and when, a transition to a new party is necessary as specified.
16. **ACCEPTANCE CRITERIA:** Vendor must propose the criteria for acceptance of the reservation system. Vendor must provide statistical information revealing results of the vendor's application when measured through virtual circumstances. For example, there is software available that allows users to place its product in hypothetical situations to find out where weaknesses are. Prior to the system going live, DENR will need to test the system to determine if it functions in a manner acceptable to DENR, e.g., processes transactions in real-time, doesn't bottleneck, doesn't double book, contains "user friendly" web pages for DENR staff and the consumer.
17. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor must furnish all information requested; and if response spaces are provided in this document, the Vendor shall furnish said information in the spaces provided. Further, if required elsewhere in this proposal, each Vendor must submit with its proposal sketches, descriptive literature, and/or complete specifications covering the products offered. References to literature submitted with a previous proposal will not satisfy this provision. Proposals that do not comply with these requirements may be rejected.

D. PROPOSAL CONTENT: Demonstrate compliance with all mandatory conditions, requirements and terms of performance.

1. Response to mandatory and desired technical specifications.
2. Any errata or exceptions must be stated on a separate page, labeled "Errata and/or Exceptions" with references to the corresponding terms or provisions of the Solicitation.
3. Proposal Format: The proposals should be organized in the exact order in which the requirements and/or desirable performance criteria are presented in the RFP. The Execution page of this RFP must be placed at the front of the Proposal. Each page should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirement and the specific page of the response in the Vendor's proposal. All proposals should be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.
4. Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
5. The response should be complete and comprehensive with a corresponding emphasis on being concise and clear.
6. Proposal Organization: The proposal should be organized and indexed in the recommended format and should contain, at a minimum, all listed items in the sequence indicated.
7. Letter of Transmittal - Each proposal must be accompanied by a letter of transmittal that provides the following information:
 - a. Identify the submitting organization;
 - b. Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized by the organization to contractually obligate the organization;
 - c. Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized to negotiate the contract on behalf of the organization;

- d. Identify the names, titles, telephone and fax number, along with an e-mail address of the person to be contacted for clarification; and,
 - e. Acknowledgment of receipt(s) of any and all amendments to this RFP.
8. Table of Contents.
 9. Completed Cost Response Forms – See Attachment A-1 and A-2. These cost response forms must be in a separate tabbed location in the Vendor response.
 10. References
 11. Financial Information.
 12. Resumes of Key Personnel
 13. Conflict of Interest - Provide a statement that no assistance in preparing the response was received from any current or former employee of the State of North Carolina whose duties relate(d) to this RFP, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP;
 - a. State if the Vendor or any employee of the Vendor is related by blood or marriage to an Agency employee or resides with an Agency employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the Vendor's organization of such Vendor employees; and
 - b. State the employing State Agency, individual's title at that State Agency, and termination date.
 14. Other Supporting Material Including Technical System Documentation.
 15. Training and Other Materials, Samples, or Examples.
 16. Within each section of its proposal, Vendors should address the items in the order in which they appear in this RFP. Forms, if any provided in the RFP, must be completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must be presented with the cost response.
 17. Vendors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.
 18. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Section VI. Contractual Terms and Conditions

Definitions: As used herein;

State shall mean the State of North Carolina.

Purchasing State Agency or Agency shall mean the Agency purchasing the goods or services.

Cardholder data shall mean the full magnetic stripe of the payment card number (credit or debit) that identifies the issuer and the particular cardholder account plus any of the following: cardholder name, expiration date, and the Service Code.

Service code means the three or four digit number on the magnetic stripe that specifies acceptance requirements and limitations for a magnetic-stripe read transaction.

Personal identifying information shall mean “personal information” as defined in N.C. Gen. Stat. 75-61(11), and in any statutory amendments thereto, as follows:

A person's first name or first initial and last name in combination with identifying information as defined in G.S. 14-113.20(b). Personal information does not include publicly available directories containing information an individual has voluntarily consented to have publicly disseminated or listed, including name, address, and telephone number, and does not include information made lawfully available to the general public from federal, state, or local government records.

N.C. Gen. Stat. 14-113.20(b) defines “identifying information” to include: 1) Social Security Number or employer taxpayer identification numbers; 2) Driver’s License, State Identification Card, or Passport Numbers; 3) Checking Account Numbers; 4) Savings Account Numbers; 5) Credit Card Numbers; 6) Debit Card Numbers; 7) Personal Identification (PIN) Code as defined in G.S. § 14-113.8(6); 8) Electronic identification numbers, electronic mail names or addresses, internet account numbers, or Internet identification names; 9) Digital Signatures; 10) Any other numbers or information that can be used to access a person’s financial resources; 11) Biometric Data; 12) Fingerprints; 13) Passwords; and 14) Parent’s legal surname prior to marriage.

State Confidential Information means all financial, statistical, personnel, technical, and other data and information relating to the State’s operation and designated by the State as confidential.

State Data means the following, whether provided, produced, or acquired before, on or after the Contract Effective Date: a) all cardholder data; b) all personal identifying information; c) all data, information, and material, by whatever name known, collected, processed, or stored by the State under this Contract; d) all information and data (copyrighted or otherwise) developed, derived, documented, or stored by or for the State under the Contract; e) all data that is provided by or on behalf of the State to Vendor in order for Vendor to provide the Services or Deliverables pursuant to the Contract; f) all records, files, reports and other data provided to Vendor by or on behalf of the State; g) all records, files, reports and other data collected or obtained by Vendor, in connection with the Services or Deliverables; and h) all data that is produced as an intermediate step in using or producing any of the State Data, including databases and files containing the State Data.

1) Standards: Manufactured items and/or fabricated assemblies comprising Deliverables shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution, if applicable. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender to the State only those Deliverables that have been inspected and found to conform to the requirements of this Contract. All manufactured items and/or fabricated assemblies comprising Deliverables are subject to operation, certification or inspection, and accessibility requirements as required by:

- State or federal Regulation,
 - The Chief Information Officer’s (CIO) policy or regulation, or
 - Acceptance with appropriate standards of operations or uses of said Deliverables as may be shown by identification markings or other means of the appropriate certifying standards organization.
- a) **Site Preparation:** Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed shall operate properly and efficiently within the site environment. The Vendor shall advise the State of any site requirements for any Deliverables required by the State’s specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.
- b) **Goods Return:** Deliverables and any other goods or materials furnished by the Vendor to fulfill technical requirements shall be in good working order and be maintained in good working order by Vendor for the duration of the Contract; unless otherwise provided in a separate maintenance agreement or in the Solicitation Documents. Deliverables failing to meet the State’s technical requirements shall be considered non-conforming goods and subject to return to the Vendor for replacement at the State’s option, and at the Vendor’s expense. The State is responsible for the return costs related to the termination of a Contract, including de-installation, and freight to destinations within the Continental United States; except in the case of default by the Vendor or delivery of non-conforming goods by Vendor. Shipping or freight charges, if any, paid by the State for non-conforming goods will be reimbursed to the State.

- c) **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute products, goods or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.
- d) **Inherent Services:** If any services, deliverables, functions or responsibilities not specifically described in the RFP are required for the proper performance and provision of the solution, provision, and delivery of the Services and Deliverables (including, without limitation, the hardware, software, tangibles, and intangibles required by the RFP) to be delivered by Vendor, or are an inherent part of or necessary sub-task included within the proposed Services and Deliverables, they will be deemed to be implied by and included within the scope of the Services and Deliverables to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided in the Contract, Vendor will furnish all necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary to provide the proposed Solution to be delivered by Vendor.

2) Warranties: Vendor shall assign all applicable third party warranties for Deliverables to the Purchasing State Agency.

3) Personnel: Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Agency Contract Administrator. Any desired substitution shall be noticed to the Agency's Contract Administrator accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4) Subcontracting: The Vendor may subcontract the performance of required services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall contractually require that all third parties or subcontractors with access to cardholder data or to personal identifying information adhere to the Payment Card Industry (PCI) Data Security Standard (DSS). Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

5) Vendor's Representation:

a) **Personnel.** Vendor warrants that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor will serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit

Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

b) Protection of Cardholder Data and Personal Identifying Information. Vendor acknowledges its responsibility for securing cardholder data and personal identifying information. Vendor must meet PCI DSS Compliant Standards at all times during the performance of this Contract. Vendor warrants, at its sole cost and expense, that it shall (i) implement and maintain certification of PCI DSS Compliant Standards regarding security of cardholder data and personal identifying information; (ii) take all actions required for Vendor to maintain PCI DSS standard compliance; (iii) conduct or have conducted any audits required for PCI DSS standard compliance; (iv) undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities, that would allow malicious software (e.g. viruses, worms, etc.) to gain access to or disrupt network devices; (v) provide reasonable care and efforts to detect fraudulent activity involving cardholder data and personal identifying information; and (vi) promptly notify the state if Vendor undergoes, or has reason to believe, that it will undergo, an adverse change in its certification or compliance status with the PCI DSS standards. Vendor acknowledges that it has the further obligation to keep up to date on any changes to the PCI DSS compliance standards and to implement any required changes. Vendor assumes the entire risk as to results and performance arising out of its use of any of the PCI DSS materials.

c) Technology. Vendor will provide the Services using technology at a level substantially equivalent to the technology that Vendor then utilizes for its general internal operations and at least comparable to the level of technology generally adopted from time to time for provision of similar reservation system and call center services. Vendor will keep knowledgeable about changes and advancements over time in the technology necessary to provide the Services. In performing the Services, Vendor will utilize processes, procedures and practices that are no less effective than the practices it utilizes in performing services similar to the Services for its other customers, which practices will, at a minimum, be no less effective than the practices of similarly situated providers offering similar services within the reservation processing and call center industry at this time.

d) Date and Time. Any deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein that performs any data and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations.

e) Viruses. Vendor will screen any software or data files provided or made available by it to the State hereunder or used by Vendor (or any Vendor agent, contractor, subcontractor or representative) in performance of the Services or providing Deliverables and will use then-current industry-standard anti-virus software programs for the purpose of avoiding the introduction of any "virus" or other computer software routine or hardware components which are designed to disable or damage hardware or damage, erase or delay access to software or data. Vendor will assist the State's recovery from the introduction of any such virus.

f) Disabling Devices. Vendor will prevent the insertion of any device created for the purpose of disabling or otherwise shutting down all or any portion of the Services (the "Disabling Code") in any software provided or made available by Vendor to the State hereunder or used by Vendor in performance of the Services. With respect to any Disabling Code that may be part of such software, Vendor will not, nor permit any Vendor agent, contractor, subcontractor or representative to, invoke such Disabling Code at any time, including upon the expiration or termination of the Contract for any reason.

g) Data. Vendor will cause all data and information supplied by it to be timely and accurate.

h) Compliance with Immigration Laws. Vendor assures the State that none of the Vendor personnel working under the Contract is an unauthorized alien under, and Vendor will at all times comply with, the U.S. Immigration Reform and Control Act of 1986 and its successor, if any, and any implementing regulations therefor. Vendor will not assign

Services to be performed to any Vendor personnel who are unauthorized aliens, and if any Vendor personnel performing any of the Services is discovered to be an unauthorized alien, Vendor will immediately remove such personnel from performing Services hereunder and replace such personnel with personnel who is not an unauthorized alien.

i) **Services, Deliverables, Systems and Equipment.** The services, deliverables, systems, and equipment used or provided by Vendor will be (i) free of all defects (including defects in material and workmanship); (ii) designed, will function, and will conform with the requirements set forth in the Contract, (including, without limitation, the requirements set forth in Vendor's Statement of Work and Section III of this RFP); and (iii) subject to such further warranty provisions pertaining to services, deliverables, systems, and equipment as are set forth in Vendor's Technical Proposal. The warranty set forth in this subsection shall be in full force and effect from the Effective Date until the termination or expiration of the Contract.

j) **Good Faith Response, Reasonable Execution.** Vendor acknowledges that prior to the Effective Date, Vendor received or had access to all information which it deemed necessary for Vendor to respond in good faith to the RFP and, to its knowledge, Vendor has requested and received all information it deems necessary to cause its execution of the Contract to be appropriately informed and undertaken reasonably. Vendor does not, to its knowledge, lack any information or know of any state of affairs or circumstances that cause Vendor to anticipate requesting any amendments to the Contract after its execution. As of the Effective Date, Vendor has no knowledge of facts or circumstances which would cause it to request an amendment to the Contract and knows of no information it does not have, the presence of which could reasonably be expected to cause it to request an amendment to the Contract.

k) Vendor makes such additional representations and warranties as are set forth in the Vendor's Technical Proposal.

6) Software License (for internal embedded software, firmware): Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as floppy diskettes or CD-ROM, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of the equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.

7) Maintenance/Support Services: *Unless otherwise provided in the State's solicitation document, or in an attachment hereto,* for the first year and all subsequent Contract years, Vendor agrees to provide the following services for the current version and one previous version of any Software provided with the Deliverables, commencing upon installation of the Deliverables or delivery of the Software:

a) **Error Correction.** Upon notice by State of a problem with the Software (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. The State shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in the Program. Vendor and the

State shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance services under this Paragraph.

b) Vendor shall notify the State of any material errors or defects in the Deliverables known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results. Vendor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.

c) Updates. Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Changes") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, be governed by the provisions of this Contract.

d) Telephone Assistance. Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 6:00 AM - 6:00 PM Eastern Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four hours, for calls made at any time.

8) Travel Expenses: Vendor may be reimbursed for travel expenses arising under the performance of this Contract at the out-of-state rates set forth in GS §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing services under this Contract.

9) Governmental Restrictions: In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate this Contract and compensate Vendor for sums due under the Contract.

10) Prohibition Against Contingent Fees and Gratuities: Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Contract or award in question. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) or Vendor(s) as permitted by 9 NCAC 06B.1009(f), 06B.1030, or other provision of law.

11) Availability of Funds: Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's

performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years, subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under this Contract, terminate any services supplied to the Agency under this Contract, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

12) Payment Terms: Payment terms are Net 30 days after receipt of correct invoice or acceptance of the Deliverables, whichever is later; unless a period of more than 30 days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Contract. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et. seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than 30 days and approval by the State or Agency, the Agency may:

- a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
- b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
- c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.

13) Acceptance Criteria: In the event acceptance of Deliverables is not described in additional Contract documents, the State shall have the obligation to notify Vendor, in writing ten calendar days following installation of any Deliverable described in the Contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverables fail to meet any specifications or acceptance criteria the State may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in North Carolina. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure the defect or replace the Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price. When Deliverables are rejected, the Vendor must remove the rejected Deliverables from the premises of the State Agency within seven (7) calendar days of notification, unless otherwise agreed by the State Agency. Rejected items may be regarded as abandoned if not removed by Vendor as provided herein.

14) Equal Employment Opportunity: Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.

15) Inspection at Vendor's Site: The State reserves the right to inspect, during Vendor's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary or proper to ensure conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the Contract.

16) Advertising/Press Release: The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.

17) Confidentiality of Bidding Information: In accordance with 9 NCAC 06B.0207 and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL**”. By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. *Pursuant to 9 NCAC 06B.1001, cost information shall not be designated as confidential.* The State may serve as custodian of Vendor’s confidential information and not as an arbiter of claims against Vendor’s assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys’ fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor’s confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor’s confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.

18) Confidentiality and Data Security

a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure.

i) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in NCGS §132-1 et. seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor’s execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, Payment Card Industry (PCI) Standards, and any future regulations imposed upon the Office of Information Technology Services or the Purchasing Agency pursuant to future statutory or regulatory requirements.

ii) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.

iii) Vendor shall not withhold the State Data or any other State Confidential Information or refuse for any reason (including due to the State’s actual or alleged breach of the Contract) to promptly return to the State the

State Data and any other State confidential information (including copies thereof) if requested to do so on such media as reasonably requested by the State, even if the State is then or is alleged to be in breach of the Contract. As a part of Vendor's obligation to provide the State Data pursuant to this Section, Vendor will also provide the State any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract and convert the State Data and any other State Confidential Information for use by the State or any third party.

b) **Security Breach.** "Security Breach" means (1) any circumstance pursuant to which applicable Law (as defined in Paragraph 46) herein below requires notification of such breach to be given to affected parties or other activity in response to such circumstance; or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any the State Data or state confidential information. "Physical Security" means physical security at any site or other location housing systems maintained by Vendor or its agents or subcontractors in connection with the Services. "Systems Security" means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Vendor or its agents or subcontractors in connection with the Services. "Processing" means any operation or set of operations performed upon the State Data or State confidential information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destruction.

i) **Breach Notification.** In the event Vendor becomes aware of any Security Breach, Vendor shall, at its own expense, (1) immediately notify the State's Contract Administrator of such Security Breach and perform a root cause analysis thereon, (2) investigate such Security Breach, (3) provide a remediation plan, acceptable to the State, to address the Security Breach and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with the State, and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. The State shall make the final decision on notifying the State's persons, entities, employees, service providers and/or the general public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any Law, the PCI DSS Standards, or pursuant to any of the State's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State) shall be considered legally required.

ii) **Notification Related Costs.** Vendor shall reimburse the State for all Notification Related Costs incurred by the State arising out of or in connection with any such Security Breach. "Notification Related Costs" shall include the State's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (1) preparation and mailing or other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. In the event that Vendor becomes aware of any Security Breach which is not due to Vendor acts or omissions other than in accordance with the terms of the Contract, Vendor shall immediately notify the State of such Security Breach, and the parties shall reasonably cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.

19) Deliverables: Deliverables, as used herein, shall comprise all project materials, including goods, software, software licenses, data, and documentation created during the performance or provision of services hereunder. Proprietary

Vendor materials licensed to the State shall be identified to the State by Vendor prior to use or provision of services hereunder and shall remain the property of the Vendor. Embedded software or firmware shall not be a severable Deliverable. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software. All Software source and object code is the property of Licensor and is licensed nonexclusively to the State, at no additional license fee.

20) Late Delivery, Back Order: Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure substitute Deliverables or services.

21) Patent, Copyright, and Trade Secret Protection:

a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor Technology"). To the extent that any Vendor Technology is contained in any of the Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's purposes.

b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.

c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the services or Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:

- i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
- ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

d) Should any services or software supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or software, or to replace or modify the same to become non-infringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the State shall be prevented by injunction, the Vendor agrees to take back such goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under this Contract impractical, the State shall then have the option of terminating the

Contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.

e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.

f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

22) Access to Persons and Records: Pursuant to N.C. General Statute 147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other Agency of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Contract. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.

23) Assignment: Vendor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Contract. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee. All rights, duties and obligations under the Contract inure to the State as a whole upon the Purchasing Agency's entry into the Contract on the State's behalf. The State's rights, duties and obligations under the Contract shall continue without interruption notwithstanding any reorganization of State government in accordance with N.C.G.S. §143A-6.

24) Assurances: In the event that during the Term of the Contract the State becomes aware of criminal or civil investigation, litigation, arbitration, or other proceedings that cause the State to be reasonably concerned about:

- a) The ability of the Vendor to continue to perform the Contract in accordance with its terms and conditions, or
- b) Whether the Vendor, in performing services, is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration, or other proceedings, which conduct would constitute a breach of the Contract or violation of law, regulation or public policy,
- c) then the Vendor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that the Vendor hereunder will be able to continue to perform the Contract in accordance with its terms and conditions, and the Vendor will not engage in conduct in performing services under the Contract that is similar in nature to the conduct alleged in any such litigation, arbitration, or other proceedings.

25) Insurance Coverage: During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the

Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract ; and

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and

d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

26) Dispute Resolution: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

27) Default: In the event any Deliverable furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract specifications, notice of the failure is provided by the State and the failure is not cured within ten (10) days, or Vendor fails to meet the requirements of Paragraph 13) herein, the State may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 31) and 32) and the obligation to informally resolve disputes as provided in Paragraph 26) of these Terms and Conditions. Default may be cause for debarment as provided in 09 NCAC 06B.1030. The State reserves the right to require performance guaranties pursuant to 09 NCAC 06B.1031 from the Vendor without expense to the State. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

a) If Vendor fails to deliver Deliverables within the time required by this Contract, the State may provide written notice of said failure to Vendor, and by such notice require payment of a penalty.

b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences due to the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's bid documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

c) Vendor shall provide a plan to cure any default if requested by the State. The plan shall state the nature of the default, the time required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Vendor may deem necessary or proper to provide.

28) Waiver of Default: Waiver by either party of any default or breach by the other Party shall not be deemed a waiver or any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in a writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this Contract pursuant to Paragraph 32) herein below.

29) Termination: Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate this Contract by written agreement at any time.
- b) The State may terminate this Contract, in whole or in part, pursuant to Paragraph 27), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
 - i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 31) and 32) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Contract; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
 - ii) Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving 30 days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.
 - iii) Termination for Change in Control. In the event of a Change in Control (as defined herein below) of Vendor, (a) Vendor will promptly provide notice to the State of such event, and (b) the State has the right, but not the obligation, within thirty (30) days of receipt of such notice, to terminate the Contract by giving Vendor notice of termination at least thirty (30) days prior to the termination date specified in the notice. "Change in Control" means the transfer of the control of Vendor from the person(s), entity or entities who hold such control on the Effective Date of the Contract to one or more other persons or entities. "Control" means direct ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of the board of directors or other governing body of Vendor, or of the equity interest of Vendor.
 - iv) Termination for Unavailability of Funds. In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any manner after the Effective Date and prior to the anticipated Contract expiration date, the State may terminate the Contract by giving at least thirty (30) days written notice. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected Deliverables not yet delivered under the Contract, terminate any Services supplied to Agency under the Contract, and relieve Agency of any further obligation therefore. Agency shall remit payment for Deliverables and services accepted prior to the date of the aforesaid notice in conformance with the payment terms in Paragraphs 11), 12).

30) Procedures on Termination or Expiration. Upon receipt of written notice of termination, or upon the expiration of the Contract, the Vendor shall, on the date specified in the notice of termination or on the date of expiration:

- a) Stop work under the Contract on the date and to the extent specified in the notice;
- b) Assign to the State in the manner and to the extent (if any) directed by the State's Contract Administrator all of the right, title, and interest of the Vendor under the orders or subcontracts so terminated, in which case the State shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- c) With the approval of the State's Contract Administrator, settle all outstanding liabilities and all claims arising out of termination of orders and subcontracts that are not assigned to the State;
- d) Transfer title to the State (to the extent that the title has not been transferred or already vested) and deliver all files, processing systems, data manuals, and other documentation that relate to the work terminated by the notice, as directed by the State's Contract Administrator;
- e) Not unreasonably refuse to undertake such wind up and transition activities with respect to the terminated portions of the contract as the State's Contract Administrator may request or authorize;
- f) Complete the performance of such part of the work as shall not have been terminated by the notice; and
- g) Take action as may be necessary for the protection and preservation of the property related to the Contract that shall be in the possession or control of the Vendor, and in which the State has or may acquire an interest under the Contract.

31) Limitation of Liability:

- a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables.
- b) The Vendor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract, tort or otherwise, shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Vendor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.
- d) Excepting actions as precluded by Sovereign Immunity or Paragraph 32), liability of the Agency, and the State, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to two times the value of the Contract.

32) Exclusion of Consequential Damages:

- a) With the exceptions of intellectual property rights infringement actions, the State's constitutional rights as a sovereign, and penalties imposed upon the State by any federal entity or expenditures of public funds required or resulting from an operational failure of the Deliverable(s) or Services provided hereunder, but notwithstanding any

other term to the contrary contained in the Contract, neither Party nor their respective affiliates shall, under any circumstances, be liable to the other Party or its affiliates (i) for any consequential, incidental or indirect damages of any nature whatsoever, including, without limitation, lost profits, lost savings or other economic consequential damages, whether resulting from delays, loss of data, interruption of service or otherwise, even if a party or its affiliates have been advised of the possibility of such damages, or (ii) for any punitive or exemplary damages of any nature whatsoever.

33) General Indemnity:

a) Vendor shall indemnify, defend and hold harmless the State, and its directors, officers, employees, subcontractors and agents (collectively, the “the State Indemnitees”) from and against any and all Losses (as defined below) incurred or suffered in respect of Third Party Claims (as defined below) (except in the case of paragraph (a)(i) or (a)(ii), to the extent that Losses are caused by the State’s negligence), whether based in whole or in part in contract, tort, negligence, statute or otherwise, arising from any of the following in relation to the Contract:

- i) the death of or bodily injury to any third party or to any employee, agent, or subcontractor of the State;
- ii) the loss of or damage to the real or tangible personal property (whether owned or leased) of any third party or any State Indemnitee;
- iii) any breach by Vendor of its representations, warranties or covenants set forth in the Contract;
- iv) any breach by Vendor of its confidentiality and data protection obligations under the Contract, and including as a result of any failure by Vendor to return State Material;
- v) Vendor’s failure to meet any Performance Standard in the Contract.

b) “Losses” means losses, claims, obligations, demands, actions, causes of action, assessments, fines and penalties (whether civil or criminal), liabilities, expenses, judgments, awards, and costs (including reasonable fees and disbursements of legal counsel, accountants and other advisors or consultants) of every kind and nature.

c) “Third Party Claims” means any proceeding asserted by a person or entity (including a governmental entity) other than a party or such party’s affiliates, whether by legal process, inquiry, or otherwise.

d) The following procedures shall apply with respect to indemnification for Third Party Claims arising in connection with the Contract:

i) Promptly after receipt by Agency of notice of the assertion or the commencement of any Third Party Claim with respect to any matter within the scope of Paragraphs 36)a) or 23), as applicable, Agency shall give Notice thereof to Vendor and shall thereafter keep Vendor reasonably informed with respect thereto; provided, however, that the failure of Agency to give Vendor such prompt Notice will not relieve Vendor of its obligations hereunder except to the extent such failure results in prejudice to Vendor’s defense of such Third Party Claim. Within fifteen (15) days following receipt of Notice from Agency relating to any Third Party Claim, but no later than ten (10) days before the date on which any response to a writ, statement of claim, complaint or summons is due, Vendor shall notify Agency in writing that Vendor shall assume control of the defense and settlement of such Third Party Claim (the “Assumption Notice”).

ii) If Vendor delivers the Assumption Notice relating to any Third Party Claim within the required notice period, and for so long as Vendor diligently conducts the defense of such Third Party Claim, Vendor will be entitled to have sole control over the defense and settlement of such Third Party Claim; provided, however, that

the State will be entitled to participate in the defense of such Third Party Claim and to employ counsel at its own expense to assist in the handling of such Third Party Claim.

iii) If Vendor fails or chooses not to assume the defense of any such Third Party Claim within the prescribed period of time, then the State may assume the defense of any such Third Party Claim at the cost and expense of Vendor.

iv) Vendor may compromise, settle or resolve a Third Party Claim without the State's Consent if the compromise, settlement or resolution involves only the payment of money by Vendor (whether on its own behalf or on behalf of the State) and the Third Party claimant provides the State a release from all liability regarding the Third Party Claim. Otherwise, Vendor may not compromise, settle or resolve the Third Party Claim without the State's Consent.

e) The Agency shall give Vendor written notice within thirty (30) days after it has actual knowledge of any such claim(s) or action(s) filed; and

f) The Vendor shall have the sole control of the defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that the Agency or State shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.

34) Changes: This Contract and subsequent purchase order(s) is awarded subject to shipment of quantities, qualities, and prices indicated by the order or Contract, and all conditions and instructions of the Contract or proposal on which it is based. Any changes made to this Contract or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Deliverables or services delivered without a purchase order from the Agency or State Award Authority.

35) Reserved.

36) Time is of the Essence. Time is of the essence in the performance of this Contract.

37) Date and Time Warranty: The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

38) Independent Contractors: Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. This Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.

39) Transportation: Transportation of Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

40) Notices: Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

41) Titles and Headings: Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

42) Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 34) herein.

43) Taxes: The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item.

44) Governing Laws, Jurisdiction, and Venue:

a) This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.

b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

45) Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Force Majeure events shall not limit the State's right under paragraph 27(b) (ii).

46) Compliance with Laws: The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

a) Vendor will obtain and maintain all governmental approvals (as defined below) and Regulatory Requirements (as defined below) applicable to Vendor in the conduct of its business and will identify, interpret and comply in all material respects with all laws, (including those under common law) statutes, codes, rules, regulations, reporting or licensing requirements, ordinances, and other pronouncement having the effect of law of the United States or any state, county, city, or other political subdivision, including those promulgated, interpreted or enforced by any government or regulatory authority, presently or hereinafter in effect ("Laws") applicable to Vendor for the provision, receipt and use of the Services, and the consummation of the transactions contemplated by the Contract (the "Regulatory Requirements"). The Regulatory Requirements include all Laws concerning fair employment and employment of the disabled and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical disability. Regulatory Requirements also include any guidance, bulletins, white papers, pronouncements, reports or similar communications issued by any Governmental Authority or applicable self-regulatory or industry body including but not limited to Payment Card Industry (PCI) Standards for processing and data security (e.g. PCI DSS), whether or not such items or materials have the force of Law, to the extent determined by the State in its discretion.

b) In providing Services and Deliverables, and without limiting or modifying in any respect the Vendor's obligations, Vendor shall comply, and shall cause each of its employees and subcontractors to comply at all times, with State policies that are of general application to State contractors or that Vendor has otherwise agreed to comply with, including, without limitation, the Statewide Information Technology Security Manual and the DENR Security Policies and Standards.

47) Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

48) Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

49) Electronic Procurement (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

a) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

b) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

50) Reserved.

North Carolina Office of Information Technology Supplemental Terms and Conditions for Software and Services

Supplement: The additional terms and conditions set forth herein shall supplement the General Terms and Conditions for Goods and Related Services. In the event of a conflict between this Supplement and the General Terms and Conditions, or any other document, the order of precedence shall be determined by the State's solicitation document(s).

1) License Grant: This paragraph recites the scope of license granted, if not superseded by a separate licensing agreement as follows:

a) Vendor hereby grants the Agency a limited, nonexclusive, nontransferable worldwide license to Vendor's Services, including a license to use, in object code format, Vendor's Software. This License shall authorize the Agency to access State Data and to transmit revisions, updates, deletions, enhancements, or modifications to State Data. Upon the Effective date of this Contract, the Vendor shall issue the Agency usernames/passwords for access to the Vendor's Services. The number of usernames/passwords shall be separately agreed upon between Vendor and the Agency. This License shall be for the period of years of the Contract beginning on the Effective Date of the Contract, unless terminated as provided herein, and shall include transition periods to another Vendor. The Agency shall notify Vendor immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

b) Vendor shall provide all encryption or identification codes or authorizations that are necessary or proper for the operation of the licensed Software.

c) The State shall have the right to copy the Software, in whole or in part, for use in conducting benchmark or acceptance tests, for business recovery and disaster recovery testing or operations, for archival or emergency purposes, for back up purposes, for use in preparing derivative works if allowed by the solicitation documents or statements of work, or to replace a worn copy.

d) The State may modify non-personal Software in machine-readable form for its internal use in merging the same with other software program material. Any action hereunder shall be subject to uses described in this paragraph and applicable terms in the solicitation documents or statements of work.

2) Reserved.

3) Restrictions. State's use of the Software is restricted as follows:

a) Reserved.

b) No right is granted hereunder to use the Software or Services to perform services for commercial third parties (so-called "service bureau" uses). Services provided to other State Departments, Agencies or political subdivisions of the State is permitted.

c) The State may not copy, distribute, reproduce, use, lease, rent or allow access to the Software or Services except as explicitly permitted under this Agreement, and State will not modify, adapt, translate, prepare derivative works (unless allowed by the solicitation documents or statements of work,) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software or any internal data files generated by the Software.

d) State shall not remove, obscure or alter Vendor's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the Software.

4) Vendor's Retained Rights: Subject only to the rights granted to State hereunder, Vendor retains all right, title and interest in and to the Software and all copies of the Software and Services, including without limitation all modifications, enhancements, upgrades and new versions with respect to any of the foregoing, all patent rights, copyrights and trade secret rights embodying any of the foregoing, and all know-how, concepts, inventions and ideas related to the foregoing.

State shall provide Vendor with access to State's facilities, at reasonable times and upon reasonable notice, to verify State's compliance with the terms of this Agreement.

5) Support or Maintenance Services: This paragraph recites the scope of maintenance services due under the license granted, if not superseded by a separate licensing and maintenance agreement or as may be stated in the solicitation documents. Vendor agrees to provide the following support services ("Support Services") for the current version and one previous version of the Software commencing upon delivery of the Software:

a) **Error Correction:** If the error conditions reported by the State pursuant to the General Terms and Conditions are not corrected in a timely manner, the State may request a replacement copy of the licensed Software from Vendor. In such event, Vendor shall then deliver a replacement copy, together with corrections and updates, of the licensed Software within 24 hours of the State's request at no added expense to the State.

b) **Other Agreement:** This Paragraph 5 may be superseded by agreement provided that:

i) Support and maintenance services shall be fully described in a separate agreement annexed hereto and incorporated herein

c) **Temporary Extension of License:** If any licensed Software or CPU/computing system on which the Software is installed fails to operate or malfunctions, the term of the license granted shall be temporarily extended to another CPU selected by the State and continue until the earlier of:

i) Return of the inoperative CPU to full operation, or

ii) Termination of the license.

d) **Encryption Code:** Vendor shall provide any temporary encryption code or authorization necessary or proper for operation of the licensed Software under the foregoing temporary license. The State will provide notice by expedient means, whether by telephone, e-mail or facsimile of any failure under this paragraph. On receipt of such notice, Vendor shall issue any temporary encryption code or authorization to the State within 24 hours; unless otherwise agreed.

e) **Updates.** Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Updates") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, be governed by the provisions of this Contract.

f) **Telephone Assistance.** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 6:00 AM -6:00 PM Eastern Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four (4) hours, for calls made at any time

6) Termination of Support or Maintenance: Support or Maintenance Services for Software shall remain in effect for the term of the Contract or until the license is terminated, whichever is later. The Agency may terminate the Software license at any time by destroying all copies, modifications, or merged portions of the Software. The Software license will also terminate if the Agency fails to comply with any term or condition of this Contract. The Agency agrees upon such termination to destroy the Software, any and all copies, modifications, or merged portions in any form.

7) Program Retirement: Vendor retains the right to retire a version of the Program and stop providing Maintenance, Updates or Services, upon providing 180 day written notice to the State of its intent to do so. The decision to stop maintaining a version of the Program is the sole business discretion of Vendor and shall not be deemed a breach of contract. If Vendor retires the version of the Program provided to the State and if the State has paid all applicable annual Maintenance Fees subsequent to executing this Agreement, the State shall be entitled to receive, at no additional charge, a newer version of the Program that supports substantially the same functionality as the licensed version of the Program. Newer versions of the Program containing substantially increased functionality will be made available to the State for an additional fee.

8) Reserved.

9) Payment Terms: All License Fees and any Support Service or Maintenance Fees shall be included into the Vendor's Service Charge. Payment shall be made in accordance with the provisions set forth in the RFP and in the General Terms and Conditions.

10) Acceptance: Acceptance testing is required for all Vendor supplied software unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications and Vendor's technical representations. Acceptance of software or services may be controlled by amendment hereto, or additional terms as agreed by the parties. In the event acceptance of software or services is not described in additional contract documents, the State shall have the obligation to notify Vendor, in writing and within a reasonable time following installation of any software deliverable described in the contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of software.

11) Warranty Terms: Notwithstanding anything in this Contract or Exhibit hereto to the contrary, Vendor shall assign warranties for any Deliverable supplied by a third party to the State.

a) Vendor warrants that any Software or Deliverable will operate substantially in conformity with prevailing specifications as defined by the current standard documentation (except for minor defects or errors which are not material to the State) for a period of 90 days from the date of acceptance ("Warranty Period"), unless otherwise specified in the Solicitation Documents. If the Software does not perform in accordance with such specifications during the Warranty Period, Vendor will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with or substantially in accordance with such specifications.

b) Vendor warrants to the best of its knowledge that:

- i) The licensed Software and associated materials do not infringe any intellectual property rights of any third party;
- ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- iii) The licensed Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, "back doors" or other means to facilitate or allow unauthorized access to the State's information systems.
- iv.) The licensed Software and associated materials do not contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the Software's ability to operate.

c) UNLESS MODIFIED BY AMENDMENT OR THE SOLICITATION DOCUMENTS, THE WARRANTIES IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF THE BARGAIN HEREUNDER.

12) Reserved.

13) Reserved.

14) State Property and Intangibles Rights: The parties acknowledge and agree that the State shall own all right, title and interest in and to the copyright in any and all software, technical information, specifications, drawings, records, documentation, data, State Data, and other work products first originated and prepared by the Vendor for delivery to the State (the "Deliverables"). Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any

and all software, technical information, specifications, drawings, records, documentation, data, State Data, or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.

15) Reserved.

16) Default: If the prescribed acceptance testing stated in the Solicitation Documents or performed pursuant to Paragraph 13 of the General Terms and Conditions for Goods and Related Services is not completed successfully, the State may request substitute Software, cancel the portion of the Contract that relates to the unaccepted Software, or continue the acceptance testing with or without the assistance of Vendor. These options shall remain in effect until such time as the testing is successful or the expiration of any time specified for completion of the testing. If the testing is not completed after exercise of any of the State's options, the State may cancel any portion of the contract related to the failed Software and take action to procure substitute software. If the failed software (or the substituted software) is an integral and critical part of the proper completion of the work for which the Deliverables identified in the solicitation documents or statement of work were acquired, the State may terminate the entire contract pursuant to the Default terms in the General Terms and Conditions.

17) Limitation of Liability for Software Deliverables:

a) Where equipment is under the State's exclusive management and control, Vendor shall not be liable for any damages caused by the State's failure to fulfill any State responsibilities including, without limitation, those relating to assuring the proper use, management and supervision of the equipment and programs, audit controls, operating methods, office procedures or for establishing all property checkpoints necessary for the State's intended use of the machines.

b) The Vendor's liability for damages to the State for any cause arising under a contract award made pursuant to this solicitation shall not exceed two times the value of the contract.

c) WITH THE EXCEPTIONS OF INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT ACTIONS, THE STATE'S CONSTITUTIONAL RIGHTS AS A SOVEREIGN, AND PENALTIES IMPOSED UPON THE STATE BY ANY FEDERAL ENTITY OR EXPENDITURES OF PUBLIC FUNDS REQUIRED OR RESULTING FROM AN OPERATIONAL FAILURE OF THE DELIVERABLE(S) OR SERVICES PROVIDED HEREUNDER, BUT NOTWITHSTANDING ANY OTHER TERM TO THE CONTRARY CONTAINED IN THIS CONTRACT, NEITHER PARTY NOR THEIR RESPECTIVE AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES (I) FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM, (II) FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM DELAYS, LOSS OF DATA, INTERRUPTION OF SERVICE OR OTHERWISE, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (III) FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE WHATSOEVER.

d) Vendor shall not be responsible for:

(i) misuse or modification of Vendor's Software by or on behalf of the State,

(ii) the State's failure to use corrections or enhancements made available by Vendor,

(iii) the quality or integrity of data from other automated or manual systems with which the Vendor's Software interfaces,

(iv) errors in or changes to third party software or hardware implemented by the State or a third party (including the vendors of such software or hardware) that is not a subcontractor of Vendor or that is not supported by the Deliverables, or

(v) the operation or use of the Vendor's Software not in accordance with the operating procedures developed for the Vendor's Software or otherwise in a manner not contemplated by this Agreement.

18) Reserved.

19) Reserved.

20) Vendor shall not be responsible for any alleged breach of the foregoing Paragraph 17) that is attributable to (i) misuse or modification of Vendor's Software by or on behalf of the State, (ii) the State's failure to use corrections or enhancements made available by Vendor, (iii) the quality or integrity of data from other automated or manual systems with which the Vendor's Software interfaces, (iv) errors in or changes to third party software or hardware implemented by the State or a third party (including the vendors of such software or hardware) that is not a subcontractor of Vendor or that is not supported by the Deliverables, or (vi) the operation or use of the Vendor's Software not in accordance with the operating procedures developed for the Vendor's Software or otherwise in a manner not contemplated by this Agreement.

21) Transportation: Transportation of software shall be FOB Destination unless delivered by internet or file transfer as agreed by the State, or otherwise specified in the solicitation document or purchase order.

Section VII. Attachments or Exhibits

PRICE PROPOSAL
(Contractor provides broadband connectivity)
ATTACHMENT A-1

LENGTHS OF TIME PRICES ARE TO BE HELD FIRM. All rates quoted in bidder's response to this RFP will be firm for the duration of the contract. No price changes will be permitted.

The Vendor will be compensated for all services rendered based solely upon the following:

The Vendor must quote a vendor service charge it will bill the State for all services based on a "PER-DAY booked" basis (regardless of the channel the reservation is made, and regardless of the number of calls made for which there was no booking). The vendor service charge quoted shall be based on the costs to the vendor of operating the Central Reservation Center, Fulfillment Center, and Call Center. **The State shall be considered the "merchant" for the transactions.** Vendor will be compensated entirely through a vendor service charge for each reservation made on the system on a PER-DAY rate for each day that the reservation covers. Please specify a PER-DAY fixed vendor service charge for the following:

A three (3) year term with options to renew for two (2) additional one (1) year period.

\$ _____ service charge per day

A five (5) year term with options to renew for two (2) additional three (1) year periods.

\$ _____ service charge per day

Please specify the proposed amount charged for each cancelled reservation.

\$ _____ service charge per cancelled reservation

PRICE PROPOSAL

The NCDPR provides broadband connectivity at Parks with DSL or RoadRunner. Contractor provides connectivity for Parks that DO NOT currently have DSL or RoadRunner. See Attachment F for details)

ATTACHMENT A-2

LENGTHS OF TIME PRICES ARE TO BE HELD FIRM. All rates quoted in bidder's response to this RFP will be firm for the duration of the contract. No price changes will be permitted.

The Vendor will be compensated for all services rendered based solely upon the following:

The Vendor must quote a vendor service charge it will bill the State for all services based on a "PER-DAY booked" basis (regardless of the channel the reservation is made, and regardless of the number of calls made for which there was no booking). The vendor service charge quoted shall be based on the costs to the vendor of operating the Central Reservation Center, Fulfillment Center, and Call Center. **The State shall be considered the "merchant" for the transactions.** . Vendor will be compensated entirely through a vendor service charge for each reservation made on the system on a PER-DAY rate for each day that the reservation covers. Please specify a PER-DAY fixed vendor service charge for the following:

A three (3) year term with options to renew for two (2) additional one (1) year period.

\$ _____ service charge per day

A five (5) year term with options to renew for two (2) additional three (1) year periods.

\$ _____ service charge per day

Please specify the proposed amount charged for each cancelled reservation.

\$ _____ service charge per cancelled reservation

LISTING OF PARK LOCATIONS

ATTACHMENT B

WORKSTATIONS AND TELEPHONES NEEDED BY BUSINESS UNIT FOR RESERVATION SYSTEM TO BE PROVIDED BY VENDOR

PARK	WORKSTATIONS	TELEPHONES
ARCHDALE ADMINISTRATIVE OFFICE	1	0
CAROLINA BEACH STATE PARK	2	1
CLIFFS OF THE NEUSE STATE PARK	1	1
CROWDERS MOUNTAIN STATE PARK	1	1
DISMAL SWAMP STATE PARK	1	1
EAST DISTRICT OFFICE	1	0
ELK KNOB STATE PARK	1	1
ENO RIVER STATE PARK	1	1
FALLS LAKE SRA	6	1
FORT FISHER SRA	1	1
FORT MACON STATE PARK	1	1
GOOSE CREEK STATE PARK	1	1
GORGES STATE PARK	1	1
HAMMOCKS BEACH STATE PARK	1	1
HANGING ROCK STATE PARK	1	1
HAW RIVER	1	1
JOCKEY'S RIDGE STATE PARK	1	1
JONES LAKE STATE PARK	1	1
JORDAN LAKE SRA	8	1
KERR LAKE SRA	9	1
LAKE JAMES STATE PARK	1	1
LAKE NORMAN STATE PARK	1	1
LAKE WACCAMAW STATE PARK	1	1
LUMBER RIVER STATE PARK	1	1
MAYO RIVER	1	1
MEDOC MOUNTAIN STATE PARK	1	1
MERCHANTS MILLPOND STATE PARK	1	1
MORROW MOUNTAIN STATE PARK	1	1
MT JEFFERSON STATE PARK	1	1
MT MITCHELL STATE PARK	1	1
NEW RIVER STATE PARK	1	1
PETTIGREW STATE PARK	1	1
PILOT MOUNTAIN STATE PARK	1	1
RAVEN ROCK STATE PARK	1	1
SINGLETARY LAKE STATE PARK	1	1
SOUTH MOUNTAINS STATE PARK	1	1
STONE MOUNTAIN STATE PARK	2	1
WEYMOUTH WOODS SNA	1	1
WILLIAM B UMSTEAD STATE PARK	1	1
YORKSHIRE CENTER	1	0
TOTAL NEED	62	37

ATTACHMENT C

Minimum Workstation Specifications For Reservation System Units

Type	Microsoft Windows XP Professional Business Class Desktop - Windows Vista Capable
Processor	Intel Pentium D930 (3.0Ghz/800FSB/2x2MB) OR AMD Althlon 64 X2 3800+
Memory	1GB with two (2) free slots for additional memory
Video Card	Integrated SVGA compatible video
Hard Drive	80GB SATA, 7200 RPM
Floppy Drive	if needed
Optical Drive	16X DVD+/-RW or DVD if adequate to run Vendor's product
PCI Slots	Adequate to install required device cards to run Vendors system product and maintain workstation
USB Ports	Adequate to attach required peripherals to run Vendors system product and maintain workstation
Operating System Software	Microsoft Windows XP Professional, SP2 with media
Integrated NIC	Integrated Gigabit Ethernet (10/100/1000) Card
Keyboard	Enhanced USB Keyboard
Mouse	USB, 2-button, Optical mouse with Scroll
Audio	Internal 16-Bit Stereo
Resource CD	Resource CD or Hard Drive space that contains Diagnostics and Drivers
Expansion bays	Adequate to install required devices to run Vendors system product and maintain workstation

ATTACHMENT D

DATA INPUT SCREENS - DATA INPUT CELL ELEMENTS

This section outlines, at a minimum, data requirements that must be captured for each reservation made at any park for every campsite, cabin, group camp, shelter, or community building record. Vendor responses must provide details regarding its proposed system that includes how its system shall provide these data input screens and data input cell elements, including any additional data screens or cell elements and their proposed use.

The proposed system, at a minimum must include:

A.	General Ledger (gl) Account Information
	<ol style="list-style-type: none"> 1. gl account number 2. gl account description: Account Type, Revenue Category, Revenue, Sub-Category 3. gl location: Park, District
B.	Transaction Information
	transaction type, reservation number, operator identification, transaction number, transaction date, transaction time, transaction location, account date, gl account, amount
C.	Park Detail Information
	park identification number, park name, street address, city, state/country, zip/postal code, phone number, phone extension, fax number
D.	Facility Detail Information
	park identification number, facility identification number, facility name (must tie to alias table), number of sites reservable by site type, number of sites reservable by site accommodation
E.	Facility Type Detail Information
	Park identification number, facility open date, facility close date, consecutive nights - Maximum consecutive nights a client can stay at the site, nights absent - Minimum number of nights a client must leave before they can re-register into the facility.
F.	Facility Detail Information
	<p>Available facilities within a park will be grouped based on type of facility, rate charged, and the equipment it will accommodate.</p> <p>park identification number, facility identification number, facility type – campsites, cabins, shelters, etc., number of sites, maximum reservable sites - Total number of sites that can be reserved. There must be provisions to allow different fee structures at different times of the year, can reserve site - Indicates if clients can reserve specific sites.</p> <ol style="list-style-type: none"> 3. revenue category 4. revenue sub-category 5. nightly rate - The system must handle different rates for different times of the year. 6. capacity – Indicates maximum number of people who can stay on the site. 7. site number - For site-specific and site-standard.

G.	Operator Alerts and Notes
<p>The system must have the ability to assign specific notes or alerts to the park record, to be displayed to the operator at the time of reservation. These notes could be used for identifying problems or alerting potential customers of specific regulations or other information that should be provided to the caller. These notes and alerts will be defined by NCDPR.</p>	

H.	Park Clauses
<p>The system software must be capable of including park-specific miscellaneous clauses on the reservation letter. For example, if a client reserves a campsite in a campground that has a burn ban, this information must be included on the reservation confirmation letter. There are three classifications of clauses that must be provided on facility reservation confirmation cards and letters:</p> <ol style="list-style-type: none"> 1. standard rules and information 2. special rules and information that apply to specific facilities 3. special rules at facilities for certain time periods 	

I.	Park Referral Information
<p>The system must refer reservation operators from campgrounds that are full to other campgrounds that have vacancies.</p>	

J.	Client Details
<p>The customer table must contain a minimum of:</p> <ol style="list-style-type: none"> 1. client name 2. street address 3. city 4. state/ country 5. zip/postal code 6. home phone 7. other phone (drop-down menu to list phone location) 8. discount group 9. age category <p>The system must allow for the handling of pre- defined discounts to reservations. The system must also have the ability to track age groups and other demographic information of people using the reservation system for future marketing use.</p>	

K.	Notes and Alerts Internal to NCDPR
<p>The proposed solution must have the ability to assign specific notes or alerts to the client record to be displayed to the operator at the time of registration. These notes could be used for identifying problems such as NSF checks or unauthorized credit card payments. Notes to be applied to either client record or reservation record.</p>	

L.	Reservation Details
----	----------------------------

The system shall track the following items:

client identification, park identification, facility identification, method of reservation (telephone, mail), number of sites required, start date of stay, number of nights, end date of stay, transaction or cancellation fee, initial reservation fee, discount type, discount amount, other costs, tax amount, total cost, amount paid, method of payment, number in party, name of person making, changing or canceling a reservation, names of people in party, equipment type, number of pets - (If the registrant has a pet), license plate number(s) (if known), confirmation flag - (Indicates if the confirmation letter was mailed to the client.), estimated time of arrival, date of reservation, operator accepting reservation, boat - (If registrant has a boat), message box 40 characters

Additional information shall be input at the time of check-in:

site number assigned (site-standard)

license plate numbers (if needed)

Data Purging and Restore Capabilities - NCDPR will require the need to unload old reservation information. System capabilities must allow the user to determine the date ranges to be unloaded. The data unloaded will be saved to tape backup for times when historical reporting requires access to previously unloaded information.

Reports

ATTACHMENT E

(Generated by Vendor and by NCDPR)

Report Title:

Frequency

- | | | |
|----|---|-------------------------|
| 1. | Campsite Confirmation | Each Reservation |
| | <ul style="list-style-type: none"> a. " North Carolina State Parks" b. Park and campground name c. Reservation identification number d. Name and telephone number of person making reservation e. Name of senior member of the camping party (who the campsite is registered to) f. Number of persons in the camping party g. Reservation period (mm/dd/yy to mm/dd/yy) h. Amount of camping or other facility fee as well as vendor service charges paid i. Equipment type j. Campsite type k. Refund policy l. Special regulations or notes | |
| 2. | Cabin Confirmation | Each Reservation |
| | A confirmation sheet that is mailed to all customers who have made cabin reservations: | |
| | <ul style="list-style-type: none"> a. " North Carolina State Parks" b. Park and cabin name c. Arrival time d. Reservation identification number e. Name and telephone number of person making the reservation f. Name of senior member of the cabin group g. Name of group (if applicable) h. Number of persons using the cabin i. Reservation period (mm/dd/yy to mm/dd/yy) j. Amount of fee and vendor service charge paid k. Refund policy l. Special Regulations or Notes | |
| 3. | Campsite Cancellation | As Required |
| | Upon cancellation of a camping reservation, the system must produce a cancellation notice. Information must include: | |
| | <ul style="list-style-type: none"> a. " North Carolina State Parks " b. Park and campground name c. Reservation identification number d. Name and telephone number of person canceling the reservation e. Reservation period (mm/dd/yy to mm/dd/yy) f. Amount of all fees and vendor service charges paid g. Amount and method of payment h. Amount of cancellation charge (if any) i. Amount of refund or credit voucher j. Reason for cancellation | |
| 4. | Cabin Cancellation | As Required |

Upon cancellation of a cabin reservation, the system must produce a cancellation notice. Information must include:

- a. " North Carolina State Parks "
- b. Park and cabin name
- c. Reservation identification number
- d. Name and telephone number of person canceling the reservation
- e. Reservation period (mm/dd/yy to mm/dd/yy)
- f. Amount of all fees and vendor service charges paid
- g. Amount and method of payment
- h. Amount of cancellation fee (if any)
- i. Amount of refund or credit voucher
- j. Reason for cancellation

5. Camper Daily Arrival Report Daily (7:00 a.m.)

- reservations due in that day

Each camp office shall, through its workstation, receive a report of reservation arrivals for each day on that day. The report will be made available to the campground workstation no later than 7:00 a.m. EST or DST each day. Each daily arrival report will contain at least the following information:

- a. Park and campground name
- b. Date for which the arrival report applies
- c. Summary of the reservation status for this date showing totals for each campsite type and for the campground as a whole.
 - 1. The number of campsites remaining occupied from previous registrations (holdovers).
 - 2. The number of campsites, by type, to be occupied by new reservation arrivals.
 - 3. The number of campsites, by type, available for extensions by existing campers or new campers.
 - 4. The number of campsites, by type, available for extensions, reservations and new (walk-in) camps for the next 15 nights.
- d. A listing of reservation arrivals for that night, arranged by payment date and including the following information:
 - 1. Name of camper
 - 2. Reservation number
 - 3. Number of persons in the party
 - 4. Campsite type
 - 5. Equipment type
 - 6. Reservation period
 - 7. Fee and vendor service charges paid
 - 8. Any notes in the reservation message area

6. 15-Day Projected Arrival As Required

This report contains all information requested in the above report (Camper Daily Arrival Report) for the next 15 calendar days. This report will be made available to the campground workstation no later than 7:00 a.m. each day.

7. **Cabin Daily Arrival Report** **Daily (7:00 a.m.)**
 - reservations due in that day
 A daily (by 7:00 a.m.) report that provides a campground office or park headquarters with the following information:
- a. Name of park and cabin
 - b. Name of person or group reservation is being held
 - c. Arrival time
 - d. Number of persons to occupy the cabin
 - e. Reservation number
 - f. Inclusive dates of the reservation
 - g. Fee and vendor service charge paid
8. **Cabin Monthly Projected Arrival** **As Required**
 A listing of the reservations made, by facility, for the next 30 days. Information to include the items listed in the Cabin Daily Arrival Report.
9. **Camper Exit Report** **Daily (7:00 a.m.)**
 A daily (by 7:00 a.m.) report that provides the campground office with the following information regarding campers who will be leaving that day:
- a. Name of Camper
 - b. Campground name
 - c. Campsite number
 - d. Vehicle license plate number(s)
10. **Cabin Exit Report** **Daily (7:00 a.m.)**
 A daily (by 7:00 a.m.) report that provides a campground office or park headquarters with the following information:
- a. Cabin name
 - b. Name of individual or group staying in the cabin
 - c. Check-out time
11. **Campground Status Report** **Daily (7:00 a.m.)**
 Each campground office shall, on demand, be able to access a printout of the current campground status including the following items:
- a. Campground name
 - b. Name of camper by campsite number
 - c. Number of registered campers by campsite number
 - d. License plate numbers registered by campsite number
- Same reports for all facilities.
12. **Other facility reports as specified.**
13. **Workstation Point-of-Sale (POS) Report** **Daily or as Required**
 - for each workstation

14. **Daily Sales Summary** **Daily or as Required**

- by product and by employee
for each facility regardless of
point of sale

The report shall be available on demand for any period by day. This report will provide daily sales totals for any revenue received for any product sold in the park (including campsite sales, by category; MVP (Fort Fisher) sales, by category; park-related items, by item; and other products as specified by NCDPR). The report will identify sales by facility and program, regardless of the location of the point of sale. Information must include:

- a. Name of park
- b. Name of facility
- c. Item sold
- d. Item cost
- e. Tax
- f. Amount paid

This report must have the ability to provide totals by operator, by shift, and by date.

15. **Remittance Report** **Weekly (Mon.) - (for Mail System)**
Daily - (for Automated System)

- for all revenue accounts regardless
of the point of sale

The remittance report will identify all revenues to be applied to the appropriate program. Revenues will be identified by program in the following categories:

- a. Camping revenue (by campsite type)
- b. Motor vehicle permits (by type)
- c. Cabin rental revenue (by facility)
- d. Point of sale items (by item)
- e. Concession revenue (by program)
 - 1. Gross sales minus sales tax
 - 2. Revenue due the State
- f. Outdoor center revenue (by facility)
- g. Shelter revenue
- h. Use permits
- i. Other revenue (specify)

16. **Reconciliation Report** **Weekly (Mon.)**

- for all revenue accounts regardless
of the point of sale

This report will reconcile all park revenue accounts, regardless of where the sale takes place. Any shortages or overages identified (report # 28) must be included in the revenue portion of this report. Information to include:

- a. Camping account - To include, by category, starting inventory, permits sold, permits voided, permits remaining and revenue involved.
- b. Motor Vehicle Permit account - To include, by category, starting inventory, permits sold, permits voided, permits remaining and revenue involved.
- c. Cabin account - To include, by facility, permit sales and the corresponding revenues.

- d. Point Of Sale account - To reconcile items sold, by item, revenue involved and inventory.
- e. Shelters and other facilities.

17. Activity Report Monthly

- attendance figures and revenue, by facility

This report will provide attendance figures and revenue figures by park and facility. Items to be tracked include:

- a. Number of camper nights (by category) by date by facility, in-state and out-of-state
- b. Number of campers by date, by facility
- c. Number of initial reservations by facility
- d. Number of campsite extensions by facility
- e. Number of turnaways by facility
- f. Number of cancellations by facility
- g. Number of cabin nights by date by facility
- h. Number of cabin users by date by cabin
- i. Number of initial reservations by cabin

The activity report will also provide the following information:

- a. Camping information
 - 1. % occupancy by day by facility
 - 2. % + or - as compared to previous year (year to date) YTD
 - 3. % + or - by system YTD
 - 4. Actual numbers of use
 - 5. Revenue % + or - YTD
 - 6. Revenue % + or - by district YTD
 - 7. Revenue % + or - by system YTD
 - 8. Actual revenue
 - 9. Other reports as requested
- b. Admission fee information
(same parameters as specified above in "a. Camping information" except for % occupancy).
- c. Cabin permit information
(same parameters as specified above in "a. Camping information")
- d. Day-use information
(same parameters as specified above in "a. Camping information")

18. Annual Activity Report Yearly

- consolidation of above reports

A yearly compilation of the above reports as specified in the Activity Report.

19. Complaint Report Monthly

- track complaints by category

Each park office, district park office and the NCDPR office shall receive a monthly report which shows a consolidated summary of complaint trends registered by the public, the Vendor's staff and NCDPR

staff. Each unit will receive only that portion that pertains to its' administrative jurisdiction. Complaints will be tracked by the following categories:

- a. telephone operations
- b. park staff
- c. cleanliness of facilities
- d. park operations policy
- e. faulty parks facilities
- f. inadequate park facilities
- g. visitor noise
- h. dog or pet complaints
- i. service or product "too expensive"
- j. other complaints

Categories will be refined, added or deleted by NCDPR.

20. **Use Report** **As Required**
 - track use by facility by day
 This report will provide use figures for each facility by day. Use figures to include:
- a. Number of users
 - b. Number of cars

21. **Occupancy Report** **As Required**
 - track occupancy by % for each facility by day
 This report will provide occupancy rates in percent for each facility by day. Occupancy rates for day use facilities may exceed 100%.

22. **Reservation System Report** **Yearly**
 - track use of the reservation system
 This report will track the following items:
- a. Number of initial reservations, by facility
 - b. Number of reservation changes (in length of stay, facility or time period)
 - c. Number of cancellations, by facility
 - d. Number of reservation refusals, due to maximum quota being reached at that facility for that time period.
 - e. Number of re-directed reservations
 - 1. Tracked by park where reservation was refused
 - 2. Tracked by park that customer accepted
 - f. Number of first changes made by a customer

23. **Bad Check Report** **Monthly**
 - track customers who submit NSF checks
 This report will track the name and address of those customers who have submitted checks that have been returned as NSF. This information will be made available to reservation operators and the NCDPR office. No reservation will be accepted from a customer with an outstanding NSF check.

24. **Bad Credit Card Report** **Monthly**
 - track customers who use bad credit cards
 This report will track the name, address and card number of any customer who has submitted a card number that is unacceptable for any reason. This information will be made available to reservation operators and the NCDPR office.
25. **Calendar of Events** **Weekly**
 Provide a report each week that shows all events by park - recreation area for the upcoming four weeks. The report will include the park name, event date and event title. The report will be available to all workstations in the system as well as the reservation center. (See section V. E.)
26. **Shortage/Overage Report Summary** **Weekly**
 - track shortages and overages by park and employee
 The system will track any shortage or overage reports submitted by the field workstations. The report will be linked to the remittance and reconciliation reports. The report will track the following items:
- a. Shortage/overage by park, year-to-date (YTD)
 - b. Shortage/overage by employee name
 - 1. by week or report period
 - 2. YTD
 - c. Shortage/overage report number (system generated)
27. **Special Reports** **As Required**
 - to be accessible by NCDPR management through query
 Management for planning or unforeseen circumstances may require additional data. The system must be structured to allow queries to the database to be easily made by management personnel in a variety of categories. SQL information is to be made available to authorized personnel in NCDPR.
28. **Audit Report** **Yearly**
 - to be prepared for independent audit by an outside agency
 - must have weekly access to the auditable information
 Information regarding the total operation of the reservation system shall be compiled to assist in the annual audit that will be required by the NCDPR. The audit will be conducted by an independent agency specified by the NCDPR. The following reports must be submitted to the NCDPR by October 1 each year for the previous fiscal year ending June 30:
- a. An annual fiscal year profit and loss statement of all operations pertaining to this contract.
 - b. An audit of all revenues, permitting systems and other systems impacting revenue flow to NCDPR.

All such reports and audits must be prepared by a currently licensed Certified Public Accountant approved by NCDPR. The Vendor will pay the cost of these audits.

The audit report will reconcile all revenues to deposits and a detailed reconciliation of inventory. The audit will reconcile all fees paid the Vendor by all appropriate charge categories.

29. **Zip/Postal Code Frequency Report** **As Required**
This report would group data regarding frequency of use of facilities based upon the customer's zip or postal code.
30. **Participant Group Frequency Report** **As Required**
This report would track use, by facility, based on age range groups.
31. **Customer List** **As Required**
This report would track complete customer information including name, address, city, state, country, zip /postal code and telephone number. The report would also track how many nights that customer spent utilizing overnight facilities and which facilities were used.
32. **Facility Profile** **As Required**
This report would list the campsite/cabin or other facility data that is utilized by the reservation operators.
33. **Underpayments** **As Required**
This report tracks underpayments made by customers. The system would be capable of identifying those underpayments by customer or by reservation operator.
34. **Credit Voucher/Refunds** **As Required**
This report would track credit vouchers and refunds by customer, reservation operator or park employee.
35. **Family Ledger** **As Required**
36. **GL Account Ledger** **As Required**
Debits and credits tracked by account number.
37. **Operator Journal** **As Required**
This report would track transactions made by reservation operator. Data to include customer identification dates of transactions, debits and credits.
38. **GL Account Journal** **As Required**
This report would track debits, credits and voids by date, transaction number, reservation operator and account number.
39. **Revenue Transactions** **As Required**
This report would track all debits, credits and voids by park employee. Data to include all relevant permit numbers and product sales for the purpose of reconciling individuals with their specific work shift.
40. **Inventory Report** **As Required**
The system must have the ability to provide an up-to-date inventory report of all point-of-sale items. Information should include:
 - a. Item description
 - b. Quantity on hand

- c. Location
- d. Price

- 41. **Voided Reservation Report** **As Required**
The system must have the ability to generate reports of all voided reservations for a selected time period.
- 42. **Manual General Ledger Report** **As Required**
The system must provide a report of all manual general ledger entries based on any selected range of dates.
- 43. **Code Table** **As Required**
- 44. **Park Demographics** **As Required**
The system must include reports that outline a complete description of a selected or group of selected campgrounds.
- 45. **Fixed Fee Permit Remittance Report** **Weekly**
- 46. **Fixed Fee Permit Summary Report** **Weekly**
- 47. **Adjustment Payment Report** **As Required**
- 48. **Year-End Cutoff and Transfer Report** **Yearly**
 - a. Revenue remitted July 1 to June 30 (cash vs. credit card)
 - b. Net overages, shortages and adjustments July 1 to June 30

In all cases, draft copies of the final report must be supplied to NCDPR for review and modification in order to verify the report's completeness and factual accuracy.

- 49. **User Profile** **As Required**
This report would list the customer data contained in the customer database.
- 50. **Family Ledger** **As Required**

This report would track the individual transactions made by customer. Debits and credits would be identified by date of transaction and transaction number.
- 51. **GL Account Ledger** **As Required**

Debits and credits tracked by account number.

ATTACHMENT F

	PARK	CONNECTIVITY
1	CAROLINA BEACH STATE PARK	DSL
2	CHIMNEY ROCK	NO OFFICE YET
3	CLIFFS OF THE NEUSE STATE PARK	DSL
4	CROWDERS MOUNTAIN STATE PARK	DSL
5	DISMAL SWAMP STATE PARK	DSL
6	ELK KNOB STATE PARK	DSL
7	ENO RIVER STATE PARK	Road Runner
8	FALLS LAKE SRA	DSL
9	FORT FISHER SRA	DSL
10	FORT MACON STATE PARK	DSL
11	GOOSE CREEK STATE PARK	256K frame relay
12	GORGES STATE PARK	DSL
13	HAMMOCKS BEACH STATE PARK	RoadRunner
14	HANGING ROCK STATE PARK	64K frame relay
15	HAW RIVER	Satellite
16	JOCKEY'S RIDGE STATE PARK	DSL
17	JONES LAKE STATE PARK	DSL
18	JORDAN LAKE SRA	DSL
19	KERR LAKE SRA	DSL
20	LAKE JAMES STATE PARK	DSL
21	LAKE NORMAN STATE PARK	64K frame relay (will be upgrading to 256K frame relay)
22	LAKE WACCAMAW STATE PARK	64K frame relay (expecting DSL by June '08)
23	LUMBER RIVER STATE PARK	64K
24	MAYO RIVER	DSL
25	MEDOC MOUNTAIN STATE PARK	Satellite
26	MERCHANTS MILLPOND STATE PARK	256K frame relay
27	MORROW MOUNTAIN STATE PARK	Satellite
28	MT JEFFERSON STATE PARK	DSL
29	MT MITCHELL STATE PARK	64K frame relay
30	NEW RIVER STATE PARK	DSL
31	PETTIGREW STATE PARK	64K frame relay
32	PILOT MOUNTAIN STATE PARK	DSL
33	RAVEN ROCK STATE PARK	Cable Broadband
34	SINGLETARY LAKE STATE PARK	DSL
35	SOUTH MOUNTAINS STATE PARK	DSL
36	STONE MOUNTAIN STATE PARK	DSL
37	WEYMOUTH WOODS SNA	DSL
38	WILLIAM B UMSTEAD STATE PARK	DSL

Contractor must provide Connectivity at Yellow Highlighted Parks regardless of pricing option.