

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1030
DATE ISSUED: March 14, 2008

The State of Ohio, through the Office of Information Technology, Investment and Governance Division, for the Department of Natural Resources is requesting proposals for:

Central Reservation and Point of Sale System

INQUIRY PERIOD BEGINS: March 14, 2008
INQUIRY PERIOD ENDS: April 11, 2008
OPENING DATE: April 22, 2008
OPENING TIME: 11:00 A.M.
OPENING LOCATION: Office of Information Technology
Contract Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

PRE-PROPOSAL CONFERENCE DATE: April 7, 2008

This RFP consists of five parts and 13 attachments, totaling 110 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.



PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals ("RFP") under Sections 125.071 and 125.18 of the Ohio Revised Code (the "Revised Code") and Section 123:5-1-8 of the Ohio Administrative Code (the "Administrative Code"). The Department of Natural Resources has asked the Office of Information Technology to solicit competitive sealed proposals ("Proposals") for a single vendor to provide, operate and support a Central Reservation and Point of Sale System (the "Project" when referring to the implementation and delivery of the system and the "Work" when referring to the entire effort), and this RFP is the result of that request.

If a suitable offer is made in response to this RFP, the State of Ohio (the "State"), through the Office of Information Technology, may enter into a contract (the "Contract") to have the selected offeror (the "Contractor") perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date until December 31, 2011. The State may renew this Contract for up to two (2) additional two-year term(s). The maximum duration through all renewals will be from award date until December 31, 2015. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of Department of Natural Resources.

The State may reject any Proposal if the offeror fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the dates for performance of the Work or the terms and conditions in this RFP.

Background. The Ohio Department of Natural Resources, Division of Parks and Recreation, manage over 174,000 acres in 74 developed state parks. Ohio State Parks ("OSP") offer numerous recreational opportunities ranging from hiking to boating to camping. In 2006, there were over 50 million visitors to OSP.

Within OSP, there are 57 parks with state operated campgrounds, consisting of 9,016 campsites. These sites include non-electric, electric (20, 30 and 50 amp), and full hook-up (electric, water and sewer) sites. The types of sites vary by individual campground. Each campground has designated 10-15% of campsites for walk-ins only (no reservations accepted). In addition to these sites, OSP offers 321 sites at 14 specified horse camps and 61 group camp areas.

Situated within some of the OSP campgrounds are additional camping options for those who do not have a tent or RV. These options include Rent-A-Camp, Yurts, Cedar Cabins, Camper Cabins, Tepees, and RV rentals. There are a total of 134 of these camping options available for overnight rentals to customers. The above-described camping options are referred to as Getaway Rentals. OSP also self operates 297 cottages located in 8 different parks.

Located throughout Ohio State Parks there are also 177 picnic shelters and 13 day use group lodges available for the public to utilize. Currently some of these day use facilities are available for rent only through the individual parks. OSP would like to make many of these facilities reservable through the Central Reservation and Point of Sale System.

In addition to these facilities in the Parks, OSP also operates numerous retail locations. These retail operations offer a variety of items for sale to the general public including candy and snacks, souvenirs, park apparel and camping equipment. Within the parks, there are 52 camp stores and 4 gift shops. At

Hueston Woods State Park and Salt Fork State Park, OSP runs two full service golf pro shops. Total annual retail sales at these locations are approximately \$3.6 million.

Additionally, OSP operates 10 marinas, some of which are combined with a camp office and others that are solely marina facilities to serve the boating public in Ohio. OSP also issues annual licenses for approximately 6000 state owned seasonal boat docks and 12,000 privately owned boat docks on state park operated waters in Ohio.

Additional information about Ohio State Parks can be found at www.ohiostateparks.org.

In 2003, the Ohio Department of Natural Resources, Division of Parks and Recreation (Ohio State Parks) implemented its first state-wide campsite reservation system. The system was designed to include reservations for campsites, cottages and Getaway rentals. In addition, the system included a point-of-sale component to track all revenue coming into the parks from rentals or sales. The current contract is set to expire in October 2008. This date will be extended through April 30, 2009, if necessary, to allow adequate time for implementation of the system requested through this RFP.

In order to best serve our customers and to provide real time data to park management staff, OSP requires a Central Reservation and Point of Sale System that combines and integrates reservation and point of sale functionality. OSP is seeking an integrated system that provides the existing functionality and is also looking to expand the functionality to include such items as reservation of day use facilities and group camps, on-line golf tee time reservations at two (2) State-operated golf courses, expansion of the gift card program, seasonal boat dock license management capabilities, on-line merchandise sales, a customer loyalty program and self-registration kiosks.

Objectives. The State has the following objectives that it wants this Project to fulfill, and it will be the Contractor's obligation to ensure that the Project meets these objectives. The intent of this RFP is to obtain a single vendor to provide, operate and support a Central Reservation and Point of Sale System.

OSP desires to have a Central Reservation and Point of Sale System that will exceed the expectations of its customers. The system must be easy to use for both the public and OSP employees.

The Central Reservation and Point of Sale System must, at a minimum, be comprised of the following fully integrated components:

- A Call Center for the public to contact to make all specified reservations;
- Internet reservation capability to allow the public to make all specified reservations;
- An in-park reservation and registration system;
- A golf tee time management system, that includes on line tee time reservations;
- Seasonal boat dock license management;
- On-line merchandise sales;
- A customer loyalty program;
- Self-registration kiosks;
- A help desk operated by the vendor so OSP staff can contact a knowledgeable individual to receive answers to technical or operational questions about the Central Reservation and Point of Sale System;
- A comprehensive point-of-sale function that is seamlessly integrated into the overall system, including the sale of gift cards and the acceptance of gift cards for payments;
- All hardware, software, data storage capacity, connectivity, installation and technical support necessary to run the system; and
- In-park training services of OSP employees to operate said system.

The Central Reservation and Point of Sale System must be a centralized, real time system using proven technologies that will allow a customer to view available locations and make a same-day reservation for an OSP facility through the Internet portal, call center or in person. Batch systems will not be acceptable.

The OSP Central Reservation and Point of Sale System must also include point-of-sale functionality that allows for the sale of food and merchandise, collection of fees, tracking of inventory, and generation of specific reports.

Overview of the Work's Scope. The scope of the Work is provided in Attachment Two of this RFP. This section only gives a summary of the Work. If there is any inconsistency between this summary and the attachment's description of the Work, the attachment will govern.

The Contractor must propose an existing system that can be customized to meet the needs of OSP. At a minimum the Contractor must implement and operate the System, Call Center and Help Desk. The System must have the ability to allow for on-line, telephone and in-person reservations. The System must also contain a point-of-sale module, a gift card module, WiFi authentication, a dock license management module, an on-line store, a customer loyalty program, self-registration kiosks and a golf tee-time reservation module.

The State does not want to own the Point of Sale System. Ownership of the system will remain with the Contractor.

Mandatory Requirement Overview. The following tables contain mandatory requirements that will be evaluated on a accept/reject basis. Failure to meet any of the following mandatory requirements may be grounds for disqualification.

Mandatory Requirements
The proposed system is a commercially available Reservation and Point of Sale System that can be customized to meet the needs of the State.
The proposed system must use real time technology to transmit data between the parks, internet site, call center and the offeror's data storage system.
Proposed call center must be located in the continental United States.

Calendar of Events. The schedule for the RFP process and the Work is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State's Procurement Website. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. Additionally, the State will make changes in the Work schedule after the Contract award through the change order provisions in the General Terms and Conditions Attachment to this RFP. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract. A tour of campsite facilities will be provided during the day of the Pre-Proposal Conference Date.

Dates:

Firm Dates

RFP Issued:	March 14, 2008
Inquiry Period Begins:	March 14, 2008
Pre-Proposal Conference Date:	April 7, 2008, at 10:30 a.m.
Inquiry Period Ends:	April 11, 2008, at 8:00 a.m.
Proposal Due Date:	April 22, 2008, at 11:00 a.m.

Estimated Dates

Award Date:	June 2008
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There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five parts and has thirteen attachments. The parts and attachments are listed below. There also may be one (1) or more supplements to this RFP listed below.

Parts:

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 General Instructions
- Part 4 Evaluation of Proposals
- Part 5 Award of the Contract

Attachments:

- Attachment One Evaluation Criteria
- Attachment Two Work Requirements and Special Provisions
- Attachment Three Requirements for Proposals
- Attachment Four General Terms and Conditions
- Attachment Five Sample Contract
- Attachment Six Contractor Performance Form
- Attachment Seven Offeror Profile Summary
- Attachment Eight Personnel Profile Summary
- Attachment Nine Glossary
- Attachment Ten System Functional Requirements
- Attachment Eleven Technical Requirements
- Attachment Twelve Deliverable Submittal Form
- Attachment Thirteen Cost Summary

Supplements:

- Supplement One W-9 Form
- Supplement Two DMA Form
- Supplement Three Sample Reports
- Supplement Four Monthly Sales and Commission Summary Report
- Supplement Five Camping Rates
- Supplement Six 2007 Call Center Statistics
- Supplement Seven Business Rules
- Supplement Nine Reservation and POS Data
- Supplement Ten Ohio State Parks Discounts 2008

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to it. All responses must be complete and in the prescribed format.

Contacts. The following person will represent the State during the RFP process:

Procurement Representative:

Cyrus Carter
Acquisition Analyst
Office of Information Technology
Acquisition Management Office
30 East Broad Street, 39th Floor
Columbus, Ohio 43215

During the performance of the Work, a State representative (the "Work Representative") will represent the Department of Natural Resources and be the primary contact for the Work. The State will designate the Work Representative in writing after the Contract award.

Inquiries. Offerors may make inquiries regarding this RFP anytime during the inquiry period listed in the Calendar of Events. To make an inquiry, offerors must use the following process:

- Access the State's Procurement Website at <http://procure.ohio.gov/>;
- From the Navigation Bar on the left, select "**Find It Fast**";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
 - First and last name of the prospective offeror's representative who is responsible for the inquiry,
 - Name of the prospective offeror,
 - Representative's business phone number, and
 - Representative's email address;
- Type the inquiry in the space provided including:
 - A reference to the relevant part of this RFP,
 - The heading for the provision under question, and
 - The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

An offeror submitting an inquiry will receive an immediate acknowledgement that the State has received the inquiry as well as an email acknowledging receipt. The offeror will not receive a personalized response to the question nor notification when the State has answered the question.

Offerors may view inquiries and responses on the State's Procurement Website by using the "Find It Fast" feature described above and by clicking the "View Q & A" button on the document information page.

The State usually responds to all inquiries within three (3) business days of receipt, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

The State does not consider questions asked during the inquiry period through the inquiry process as exceptions to the terms and conditions of this RFP.

Pre-Proposal Conference. The State will hold a Pre-Proposal Conference on Monday, April 7, 2008, at 10:30 a.m., in the Conference Room, of the Louis Bromfield Visitor Education Center at Malabar Farm State Park, 4050 Bromfield Road, Lucas, Ohio 44843. The purpose of this conference is to discuss the RFP and the Work with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

Additionally, prior to the Pre-Proposal Conference, the State will provide a brief tour of the Mohican State Park Campground to prospective offerors. Those interested should meet at 9:00 a.m. at the Campground Check-In Building at Mohican State Park, 3116 State Route 3, Loudonville, Ohio 44842. The purpose of the tour is to show prospective offerors facilities that are typical Ohio State Park facilities.

Attendance at the Pre-Proposal Conference or facility tour is not a prerequisite to submitting a Proposal.

Amendments to the RFP. If the State revises this RFP before the Proposals are due, it will announce any amendments on the State Procurement Website.

Offerors may view amendments by using the "Find It Fast" function of the State's Procurement Webpage (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements anytime before 5:00 p.m. on the day before Proposals are due, and it is each prospective offeror's responsibility to check for announcements and other current information regarding this RFP.

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the Proposals due date, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror's Proposal is no longer in its interests. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

If the State allows offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State's notice, offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror's Proposal.

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and twelve (12) copies of the technical section, and the package with the cost section also must be sealed and contain three (3) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "Central Reservation and Point of Sale System RFP – Technical Proposal" or "Central Reservation and Point of Sale System RFP – Cost Summary", as appropriate.

Included in each sealed package, the offeror also must provide an electronic copy of everything contained within the package on CD-ROM in Microsoft Office, Microsoft Project, and Adobe Acrobat

format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and the State will base its evaluation of the offeror's Proposal on the hard copy.

Proposals are due no later than 11:00 a.m. on the Proposal due date. Proposals submitted by email, fax, or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

Office of Information Technology
Contract Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

The State may reject any Proposals or unsolicited modifications that it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Ohio Building Authority has stationed x-ray equipment on the Rhodes Tower loading dock and uses it to x-ray in-coming deliveries and mail. Loading dock hours are from 7:00 am to 5:00 pm, Monday through Friday, excluding State holidays. No deliveries will be accepted before or after these hours without prior arrangements. Further, all deliveries to Rhodes Tower must be made through the loading dock, where they will be scanned and tagged. Any visitors attempting to bring packages through the Rhodes Tower lobby that cannot be opened for inspection will be redirected to the loading dock to have their packages scanned and tagged. Offerors must allow sufficient time for this additional security process, since the State may reject late Proposals regardless of the cause for the delay.

Each offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered or withdrawn, except as allowed by this RFP.

By submitting a Proposal, the offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source other than the inquiry process described in the RFP.

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants that it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. Additionally, the offeror warrants that it will notify the Office of Information Technology in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal that it believes is not in its interests to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

Offerors may not prepare or modify their Proposals on State premises.

All Proposals and other material that offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any proprietary information in a Proposal or other material submitted as part of the evaluation process, because the State will have the right to use any materials or ideas submitted in any Proposal without compensation to the offeror. At the State's

discretion, the State may agree to treat any information that is clearly marked as a trade secret as Confidential Information.

Additionally, all Proposals will be open to the public after the State has awarded the Contract.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least three (3) years. After the three-year retention period, the State may return, destroy, or otherwise dispose of the Proposals and any copies of them.

Waiver of Defects. The State may waive any defects in any Proposal or in the submission process followed by an offeror, but the State will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other offerors.

Multiple or Alternate Proposals. The State will not accept multiple Proposals from a single offeror or any alternative solutions or options to the requirements of this RFP. Additionally, any offeror that disregards a requirement in this RFP simply by proposing an alternative to it will have submitted a defective Proposal that the State may reject. Further, any offeror that submits multiple Proposals may have all its Proposals rejected.

Changes to Proposals. The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP.

Proposal Instructions. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements.

The State is not liable for any costs an offeror incurs in responding to this RFP or from participating in the evaluation process, regardless of whether the State awards the Contract through this process, decides not to go forward with the Work, cancels this RFP for any reason, or contracts for the Work through some other process or through another RFP.

Location of Data. Unless the State agrees otherwise in writing, the selected offeror and its subcontractors must do the Work and keep all State data at the location(s) disclosed in the offeror's Proposal. Additionally, if Attachment Two contains any restrictions on where the Work may be done or where any State data may be kept, the State may reject any Proposal that proposes to do any Work or make State data available outside of those geographic restrictions.

PART FOUR: EVALUATION OF PROPOSALS

Disclosure of Proposal Contents. The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. But the State will prepare a registry of Proposals that contains the name of each offeror. The public may inspect that registry after the State opens the Proposals.

Rejection of Proposals. The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, objects to the terms or conditions, or that the State determines is excessive in price or otherwise not in the State's interests to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or other means.

Evaluation of Proposals Generally. The evaluation process may consist of up to six distinct phases:

1. Initial review;
2. Technical evaluation;

3. Evaluation of costs;
4. Requests for more information;
5. Determination of responsibility; and
6. Contract Negotiations.

The State may decide whether phases four and six are necessary, and the State may rearrange the order in which it proceeds with the phases. The State also may add or remove sub-phases to any phase at any time, if the State believes doing so will improve the evaluation process.

Clarifications and Corrections. During the evaluation process, in the State's sole discretion, it may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal, if the State believes doing so would not result in an unfair advantage for the offeror, and it is in the State's interests. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the offeror fails to respond to the request for clarification, the State then may request a corrected clarification, consider the offeror's Proposal without the clarification, or disqualify the offeror's Proposal.

Corrections and clarifications must be completed off State premises.

Initial Review. The State will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an offeror to submit a correction, if the State believes doing so would not result in an unfair advantage for the offeror and it is in the State's interests. Further, if the Auditor of State does not certify a Proposal due to lateness, the State will not open it. After the initial review, the State will forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

Technical Evaluation. The State will evaluate each Proposal that it has determined is timely, complete, and properly formatted. The evaluation will be scored according to the requirements identified in this RFP, including the requirements in Attachment One. Other attachments to this RFP may further refine these requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the Work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Work or the advice or evaluations of various State personnel that have subject matter expertise or an interest in the Work. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate.

During the technical evaluation, the State will calculate a point total for each Proposal that it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. The State may select those offerors submitting the highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the State's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase.

At any time during this phase, in the State's sole discretion, it may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The State will document all major decisions and make these a part of the Contract file, along with the evaluation results for each Proposal considered.

Requirements. Attachment One provides requirements the State will use to evaluate the Proposals, including any mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next phase of the evaluation, which will consider other requirements described in a table in Attachment One.

In the case of any requirements for a team of people the offeror is proposing, the offeror must submit a team to do the Work that collectively meets all the team requirements. But the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Project Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Project Team must meet at least one (1) of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned above to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interests, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. However, the State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement that the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower ranking Proposals. Before doing so, the State may notify the offeror of the situation and allow the offeror an opportunity to cure its failure to meet that mandatory requirement.

If the offeror cures its failure to meet a mandatory requirement that the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. But if the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals that ranked lower than the rejected Proposal.

Cost Evaluation. Once the technical merits of the Proposals are considered, the State may consider the costs of one or more of the highest-ranking Proposals. But it is within the State's discretion to wait until after any interviews, presentations, and demonstrations to evaluate costs. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. And the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The State may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the price performance formula contained in Attachment One. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals that the State disqualifies because of excessive cost or other irregularities.

If the State finds that it should give one or more of the highest-ranking Proposals further consideration, the State may move the selected Proposals to the next phase. The State alternatively may choose to bypass any or all subsequent phases and make an award based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking offeror's responsibility, as described below.

Requests for More Information. The State may require some offerors to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all offerors that have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations, or interviews are held after

the technical evaluation, the State normally will limit them to one or more of the highest ranking offerors. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the highest ranking offeror or offerors. Typically, these discussions provide an offeror with an opportunity to do one or more of the following:

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Showcase its approach to the Work; and
- Demonstrate the professionalism, qualifications, skills, and work knowledge of its proposed candidates.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews and may record them. Additionally, if the State moves more than one offeror to this phase, the scope and format of these presentations, demonstrations, and interviews may vary from one offeror to the next, depending on the particular issues or concerns the State may have with each offeror's Proposal.

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

The offerors that rank the highest in the evaluation process may be invited to demonstrate their proposed Central Reservation and Point of Sale System. The offeror must furnish the equipment necessary for the demonstration. Samples produced at the time of live demonstration will become the property of OSP. Failure to provide a live demonstration or failure to furnish required samples at time of the demonstration may result in a revised evaluation or disqualification of the offeror's proposal. Observations made by the evaluation team of the live demonstration will be scored and may result in revisions of the State's existing technical evaluations. All equipment and products furnished at the live demonstration must be representative of the products to be delivered under Contract. The Contractor may not deviate from the products and equipment proposed in the RFP without written approval of the State.

Demonstration Criteria. The following criteria will be evaluated during the demonstration.

Demonstration Criteria	Meets	Does Not Meet
Reservation System		
Internet Site		
Point Of Sale System		
Reports and Revenue Tracking		
Golf Tee Time		
Customer Loyalty Program		
Seasonal Boat Dock Management		

Determination of Responsibility. The State may review the background of one or more of the highest-ranking offerors and its or their key team members and subcontractors to ensure their responsibility. For purposes of this RFP, a key team member is a person that an offeror identifies by name in its Proposal as a member of its proposed team. The State will not award the Contract to an offeror that it determines is not responsible or that has proposed candidates or subcontractors to do the Work that are not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability, and any other information the State requests or determines is relevant.

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination that an offeror is not responsible. For example, if the offeror's financial ability is adequate, the value, if any, assigned to the offeror's relative financial ability in relation to other offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Work. If the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines that the offeror selected for award is not responsible, the State then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

Reference Checks. As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed candidate or subcontractor may be cause for rejection of the offeror's Proposal. Additionally, the State may reject an offeror's Proposal as non-responsive if the offeror fails to provide requested reference contact information.

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Work and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

Financial Ability. Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist that an offeror submit audited financial statements for up to the past three (3) years, if the State is concerned that an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State is free to limit negotiations to particular aspects of any Proposal or the RFP, to limit the offerors with whom the State negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the State, and the selected offeror or offerors must negotiate in good faith.

The State may limit negotiations to specific aspects of the RFP or the offeror's Proposal. Should the evaluation result in a top-ranked Proposal, the State may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State then may go down the line of remaining offerors, according to rank, and negotiate with

the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

If the State decides to negotiate simultaneously with more than one offeror, or decides that negotiations with the top-ranked offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking offerors, the State then will determine if an adjustment in the ranking of the offerors with which it held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

Auction techniques that reveal one offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the offeror as described below.

Following negotiations, the State may set a date and time for the offeror(s) with which the State conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require a best and final Proposal.

If best and final Proposals are required, they may be submitted only once, unless the State determines that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an offeror does not submit a best and final Proposal, the State will treat that offeror's previous Proposal as its best and final Proposal.

The State usually will not rank negotiations and normally will hold them only to correct deficiencies in or enhance the value of the highest-ranked offeror's Proposal.

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. The State also will seek to keep this information away from other offerors, and the State may not tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any offeror that seeks to gain access to the contents of another offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

Failure to Negotiate. If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror and seek such other remedies as may be available in law or in equity.

PART FIVE: AWARD OF THE CONTRACT

Contract Award. The State plans to award the Contract based on the schedule in the RFP, if the State decides the Work is in its best interests and has not changed the award date.

Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify that the offeror has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland

Security Website. The form must be submitted with the offeror's Proposal. If an offeror answers yes or fails to answer any question on the form, the State may not award the Contract to that offeror. The offeror may request the Department of Public Safety to review such a denial of an award. More information concerning this law is available at: <http://www.homelandsecurity.ohio.gov>.

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. That offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the Work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

Contract. If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, written amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments to the Contractor's Proposal. It also will include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is included as a one-page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Attachment Four to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract. To be binding on the State, a duly authorized representative of the Office of Information Technology must sign any change order under or amendment to the Contract.

ATTACHMENT ONE: EVALUATION CRITERIA

Mandatory Requirements. The first table lists this RFP's mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next part of the technical evaluation phase described in the next table.

Mandatory Requirements	Reject	Accept
The proposed system is a commercially available Reservation and Point of Sale System that can be customized to meet the needs of the State.		
The proposed system must use real time technology to transmit data between the parks, internet site, call center and the offeror's data storage system.		
Proposed call center must be located in the continental United States.		

Scored Criteria. In the technical evaluation phase, the State will rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement:

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror Profile	15	0	5	7	9
Offeror Profile Summary Forms					
Within the past five (5) years, the offeror must have operated a call center and internet reservation system which takes and tracks reservations for overnight accommodations.	5	0	5	7	9
Offeror or its proposed subcontractor must have successfully completed the installation of hardware and software for a minimum of three (3) system implementation projects of significant complexity (minimum of 25 workstations). The system implementation projects must have been completed for an organization with needs similar to the OSP.	5	0	5	7	9
Offeror must have successfully implemented and managed three (3) point of sale related projects.	5	0	5	7	9
Offeror Desirable Qualification		Does not Meet	Meets		
Within the past five (5) years, the offeror must have operated a call center and internet reservation system which takes and tracks reservations for campsite, cottage or other overnight outdoor recreational accommodations.		0	15		
Personnel Profile Summary Forms					
Project Manager – Only one candidate may be proposed for this position. The Proposed Operation Manager may be proposed as the Project Manager position.					

A minimum of 60 months project management experience as the Project Manager. A maximum of 36 months of the 60 months experience may include working as an Assistant or Deputy Project Manager.	4	0	5	7	9
Project Management Institute (PMP) Certification.	1	0	5		
Experience as a Project Manager for a minimum of three (3) software development and/or implementation projects from inception through completion. At least one (1) of the three (3) projects must have been for a federal, state or local government entity. At least one (1) of the three (3) projects must have been similar in size and scope to this project.	4	0	5	7	9
Operations Manager – <i>Only one candidate may be proposed for this position. The Proposed Project Manager may be proposed as the Operations Manager position.</i>					
A minimum of 60 months experience in operations management of systems similar in size and scope to this project.	4	0	5	7	9
A minimum of 12 months experience in operations management of a system for a federal, state or local government entity.	4	0	5	7	9
Software Engineer – <i>Only one candidate may be proposed for this position.</i>					
A minimum of 48 months experience as a software engineer with at least 24 months engineering software for a project similar in size and scope to this project.	2	0	5	7	9
Call Center Supervisor – <i>Only one candidate may be proposed for this position.</i>					
A minimum of 60 months experience in a supervisory position with at least 12 months in a call center setting.	2	0	5	7	9
Must have documented training in customer service techniques.	1	0	5		
Account Manager – <i>Only one candidate may be proposed for this position.</i>					
A minimum of 60 months experience in financial management with at least 24 months in a supervisory capacity.	3	0	5	7	9
Proposed System Solution					
Reservation Functionality	35	0	5	7	9
Point of Sale Functionality	35	0	5	7	9
Gift Card Functionality	10	0	5	7	9
Golf Tee Times Functionality	5	0	5	7	9
Reports	20	0	5	7	9
Revenue Collection and Tracking Functionality	10	0	5	7	9

System Security	15	0	5	7	9
Seasonal Boat Dock Management	10	0	5	7	9
On-line Merchandise Sales	5	0	5	7	9
Customer Loyalty Program	5	0	5	7	9
Self-Registration Kiosks	5	0	5	7	9
Technical Requirements	10	0	5	7	9
Plans and Approach					
Staffing Plan	2	0	5	7	9
Work Plan					
Task 1: Project Management	10	0	5	7	9
Task 2: Requirements Analysis/Definition	10	0	5	7	9
Task 3: Design	10	0	5	7	9
Task 4: Customized and Testing	10	0	5	7	9
Task 5: Data Conversion	10	0	5	7	9
Task 6: Training	10	0	5	7	9
Task 7: Implementation	10	0	5	7	9
Task 8: Operations	30	0	5	7	9

Demonstration Scoring Weights. The evaluation team will rate the Demonstrations based on the following criteria and respective weights.

Demonstration	Weight
Reservation System	50
Internet Site	35
Point Of Sale System	50
Reports and Revenue Tracking	40
Seasonal Boat Dock Management	10
Customer Loyalty Program	5
On-line Merchandise Sales	5
Golf Tee Time	5

Cost Summary Scoring Weights. The evaluation team will rate the Cost Summaries based on the following categories and respective weights.

Fee Type	Weight
Per Reservation Fee	150,000
Per Night Fee	640,000
Cancellation Fee	8,000

Boat Dock License Transaction Fee	5,000
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The Cost Summary Scoring Weights are approximations of the final 2007 figures for the specified fee type and are for evaluation purposes only. Since the Boat Dock License module is new to OSP, the Boat Dock License Transaction Fee weight is an estimate of the number of users who will utilize the system to pay for their dock licenses online.

OSP makes no guarantees that the numbers used as weights will be consistent over the term of the contract. Actual figures may vary either up or down.

Price Performance Formula. The evaluation team will rate the Proposals that meet the Mandatory Requirements based on the following criteria and respective weights.

Criteria	Percentage
Technical Proposal	50%
Demonstration	30%
Cost Summary	20%

To ensure the scoring ratio is maintained, the State will use the following formulas to adjust the points awarded to each offeror.

The offeror with the highest point total for the Technical Proposal will receive 500 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 500$$

The offeror with the highest point total for the Demonstration will receive 300 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

$$\text{Demonstration Points} = (\text{Offeror's Demonstration Points} / \text{Highest Number of Demonstration Points Obtained}) \times 300$$

The offeror with the lowest proposed Total Evaluation Price will receive 200 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = (\text{Lowest Total Evaluation Price} / \text{Offeror's Total Evaluation Price}) \times 200$$

Total Points Score: The total points score is calculated using the following formula:

$$\text{Total Points} = \text{Technical Proposal Points} + \text{Demonstration Points} + \text{Cost Summary Points}$$

ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART ONE: WORK REQUIREMENTS

This section describes the Work and what the Contractor must do to get the job done. It also describes what the Contractor must deliver as part of the completed Work (the "Deliverables").

Scope of Work.

The following tasks and deliverables represent all the work the Contractor must complete to successfully implement and operate the Ohio State Parks (OSP) Central Reservation and Point of Sale System. The Contractor must propose an existing system that will be customized to meet the needs of OSP. The system must be a fully integrated, real-time Central Reservation and Point of Sale System that allows for on-line, telephone and in-person reservations of OSP facilities. The System must also include a real time point-of-sale module, a gift card module, WiFi authentication capabilities, a seasonal boat dock management module, an on-line merchandise sales module, a customer loyalty program module, and a golf tee-time reservation module that meets all of the requirements set forth in this RFP. The Contractor must also provide the specified hardware and provide training to OSP employees for the operation of the system. The Contractor must work with OSP to ensure that the Central Reservation and Point of Sale System satisfies all functional and informational requirements of OSP. The system must be thoroughly tested prior to implementation and operation. The tasks and deliverables do not necessarily represent a logical sequence for completion of the work to be performed.

Task 1: Project Management

The Contractor must provide a Project Manager and Operations Manager for the Work. The Contractor must employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date and throughout Implementation. The Project Manager must spend sufficient time in Ohio so that the PM understands the operations of OSP and the expectations for this Project. Additionally, the Contractor's regular employees must perform all design, system development and maintenance operations, including the website, and all call center and help desk operations required to complete the Work. The Contractor must employ the Operations Manager as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract. The Operations Manager must work at the Call Center. The Contractor may use its personnel or subcontractor personnel to meet the remaining Work requirements. The Contractor may subcontract out the mailing of confirmations and installs of equipment.

Kick Off

Kick Off Meeting. The Contractor and OSP will conduct a Kick-Off meeting within 5 working days of starting work.

Manage Staff. The State will provide oversight for the Work, but the Contractor must provide overall Work management for the tasks under this Contract, including the day-to-day management of its staff. The Contractor also must assist the State with coordinating assignments for State staff, if any, involved in the Work. The Contractor must provide a Project Implementation/Operations Team including a Call Center Supervisor, an Account Manager to oversee all financial functions and a Software Engineer to oversee software/programming issues. The Contractor must employ the proposed Project Implementation/Operations Team members as regular, fulltime employees on the Proposal submission date and through acceptance of the Project. Additionally, the Contractor must provide all administrative support for its staff and activities. Throughout the Work effort, the Contractor must employ ongoing management techniques to ensure a comprehensive Work Plan is developed, executed, monitored, reported on, and maintained.

Update Project Schedule. The Project schedule submitted with the Contractor's proposal must be updated and submitted in electronic and paper form to OSP for approval within seven (7) calendar days of the Kick Off meeting date. The revised Project schedule will become the Contractor's master plan to fulfill the Contract. The Contractor must use Microsoft Project 2002 or latest version as the automated project management tool for the maintenance and presentation of the Project schedule during the Project.

The Project schedule must be formally updated in conjunction with the monthly reporting requirements throughout the Project.

The Project Plan Baseline must be established early in the Central Reservation and Point of Sale System Project. Once established, the baseline will only be modified through the change management process. The approved baseline must be utilized for all Project metrics reported on a weekly status reporting schedule.

Transition. The Contractor must be prepared to start operations under this Contract no later than April 30, 2009. Transition must include installation of necessary hardware, OSP employee training and data conversion from the existing reservation system. Transition from the expiring contract to the new contract must appear seamless to the general public.

Weekly status meetings and reports as described below are required during the transition period. The Contractor must complete the transition effort with minimal disruptions to OSP normal business functions during and after the transition time frame.

Reporting and Status Meetings

The Contractor must provide periodic reporting and attend status meetings. Weekly and monthly status reports do not require a Deliverable review cycle.

1. **Weekly Meetings:** Throughout the Project, the Contractor's Project Manager and pertinent primary Project staff must attend weekly meetings with OSP and other members of the Central Reservation and Point of Sale System Project. The weekly meetings must follow a preset agenda and must allow the Contractor or the State the option to discuss other issues that concern either party. Weekly meetings may be conducted via conference call with the approval of OSP
2. **Weekly Status Reports:** The Contractor must provide written and electronic status reports on the Project, which are due to OSP at least 24 hours before each weekly meeting. Weekly status reports must contain, at a minimum, descriptions of the following:
 - An Executive Summary;
 - Any issues encountered and their current disposition;
 - The results of any tests;
 - Whether deadlines were met;
 - Any issues that need to be addressed before proceeding to the next task;
 - Anticipated tasks to be completed in the next week;
 - Tasks percentage completed between 0% and 100%
 - Updated Project schedule;
 - Weekly Project metrics (i.e. schedule performance index, cost performance index, schedule variance percent);
 - Updated risk and mitigation planning; and

- Status of open issues.

The Contractor's proposed format and level of detail for the status report must be subject to State approval.

3. **Ad Hoc and Oversight Committee Meetings:** The Contractor's Project manager, or designee, must participate in all Project-related meetings as requested. The Contractor may be required to prepare materials and make formal presentations at these meetings.
4. **Monthly Status Reports:** The Contractor must submit a hardcopy and electronic status report, which is due to OSP by the close of business, the second working day following the end of each month during the Project. Monthly status reports must contain, at a minimum, the following:
 - A complete set of updated and current output from the latest version of Microsoft Project, including an updated Gantt chart, along with a copy of the corresponding Project schedule files in electronic version;
 - A description of the overall completion status of the Project in terms of the approved Project schedule;
 - The plans for activities scheduled for the next month;
 - The Deliverable status, with percentage of completion and time ahead or behind schedule for particular tasks;
 - Identification of Contractor employees assigned to specific activities;
 - Problems encountered, proposed resolutions and actual resolutions;
 - An analysis of risk anticipated, proposed mitigation strategies and resolved risks;
 - Any updates required in the change management process;
 - Testing status and test results; and
 - Proposed changes to the Project schedule, if any.

The need for and frequency of meetings and reports will be reevaluated once the Central Reservation and Point of Sale System is accepted by OSP.

Contractor Deliverables. The deliverables to be produced by the Contractor for the Project Management Task include the following:

1. Updated Project schedule; and
2. Weekly and Monthly Status Reports.

Task 2: Requirements Analysis/Definition

The Contractor must perform a detailed review of the technical and functional requirements (provided in Attachments 10 and 11) of the new Central Reservation and Point of Sale System. OSP technical staff will provide an overview of the existing reservation system and history files including reference files and payment processes. The Contractor must thoroughly review, confirm, and update if necessary, all the technical and functional requirements specified in this RFP. In addition, the Contractor must work with State staff to fully understand the scope, purpose, and implications of each requirement by holding JAD sessions; site visits; or interviews with the stakeholders and OSP subject matter experts.

The Contractor must perform a detailed Gap analysis of the technical and functional requirements in the RFP and their proposed system and develop the detailed specifications required to customize and implement the new Central Reservation and Point of Sale System. The Contractor must provide the results of the Gap analysis to OSP.

The Contractor must develop a System Requirements Specifications Document. This System Requirements Specification Document must include system functional and non-functional

requirements (e.g., quality attributes, legal and regulatory requirements, standards, performance requirements and design constraints). The requirements covered in this RFP and any new requirements discovered as a result of the JAD sessions and interviews must be included in the System Requirements Specification Document. The specification for each requirement must include a means of measuring that the requirement has been satisfied. This measurement must be utilized to generate the necessary test cases for system and acceptance testing. All requirements must be further refined to arrive at the detailed design requirements and traced throughout the system development life cycle.

During this phase, the Contractor must develop a Requirements Traceability Matrix to track all requirements specified in the system requirements specifications document. The Contractor must track all requirements through each stage of the development life cycle from requirement specification through production deployment. The Contractor must store the requirements in a requirements management repository that must be accessible by the State. The Requirements Traceability Matrix and the repository must be used throughout the Project to assure that the design, development, test and final production system meet all specified requirements.

Contractor Deliverables. Deliverables to be produced by the Contractor for the Requirements Analysis/Definition task include the following:

1. Gap Analysis;
2. System Requirements Specifications Document; and
3. Requirements Traceability Matrix.

Task 3: Design

The Contractor must develop a System Design Specification Document for the customization of the Central Reservation and Point of Sale System. The System Design Specification Document must:

- Address the functional and technical requirements identified through the Gap Analysis;
- Include a high level design for the required customizations;
- Include the external interfaces;
- Include design/implementation constraints for the required customizations; and
- Contain all the information necessary for application customization.

The Contractor must thoroughly document and track each functional requirement from the System Requirements Specifications Document to the System Design Specification Document. This documentation must also include traceability from the specifications forward to the test cases developed for systems testing.

The Contractor must develop and provide a Detailed System Design Document for customization of the Central Reservation and Point of Sale System. The Detailed System Design Document must include:

- Resource requirements that detail CPU, data storage, print, memory and time estimates for transaction and batch processes required for test, development and production;
- A detailed description and diagram of the system architecture on how the components are integrated to detailed requirements;
- A flow diagram of each module and interface, identifying all major inputs, processes, and outputs;
- General and detailed narratives describing each customized function, process, and feature;
- Final network configuration with graphic layout of all network lines, switches and all hardware/software detail;
- Entity relationship diagrams;
- A detailed comprehensive data element dictionary; and

- A logical and physical data model.

Information Security Plan. The Contractor must provide an Information Security Plan detailing how the Contractor will maintain confidentiality of customer data. This plan must include a comprehensive Risk Analysis.

Contractor Deliverables. Deliverables to be produced by the Contractor for the Design task include the following:

1. System Design Specification Document;
2. Detailed System Design Document; and
3. Information Security Plan.

Task 4: Customization and Testing

This task includes activities that will lead to the customization and testing of the Central Reservation and Point of Sale System. The Contractor must customize the Central Reservation and Point of Sale System software to meet the needs of OSP as defined in the completed System Design Specification Document and Detailed System Design Document. The Contractor must be responsible for providing, maintaining and supporting the environments necessary to customize and test the system. The Contractor must develop any bridges and integration code necessary for the Central Reservation and Point of Sale System to interface with other 3rd party software and external systems.

The Contractor must develop a Master Test Plan that addresses each of the following testing types (Unit, System and Integration, Regression, Load and Stress, User Acceptance and Parallel Testing). With the exception of User Acceptance testing, testing must be performed by the Contractor. The Contractor must document and compare all results to the expected outcomes for each test. Test results must be provided to OSP through reports and meetings. At a minimum, the Master Test Plan must ensure:

- Stability of the hardware and software;
- Capacity and scalability of the hardware and software;
- Functionality of the software;
- Reliability and correctness of the software;
- The accuracy of the input and output provided by the hardware and software at each of the OSP sites and the Central Office;
- Confidentiality of customer information;
- Adherence to statewide security policies;
- Test data, test case scenarios and scripts are thorough and complete;
- Secure transfer protocols for data exchange; and
- Ability of the proposed solution to handle power outages or interruptions in service, or other loss to the system including the ability to recover data.

The Contractor must execute the approved Master Test Plan and document the results in a Master Test Plan Results Document.

The Contractor must track and correct any defects that arise during testing. The Contractor must resolve all defects prior to system implementation and operation. All defects and their resolutions must be documented and tracked in a Defects Tracking Log.

The Contractor must perform testing activities that will include the following:

Unit Test: The Contractor must conduct unit testing of the Central Reservation and Point of Sale System. Unit testing must include a description of the test procedure, expected results, and actual results of each unit or module customized or built for the system.

System and Integration Test: The Contractor must conduct system and integration testing of the Central Reservation and Point of Sale System. System and integration testing must ensure that the system functions as designed and exchanges data correctly. Additionally, integration testing must verify that each software unit or module implemented will operate seamlessly as part of the Central Reservation and Point of Sale System.

Regression Test: The Contractor must conduct regression testing of the Central Reservation and Point of Sale System. Regression testing must ensure that the system functions as designed and that any regression flaws are uncovered. The System must continue to function as designed after any modifications have occurred.

Load and Stress Test: The Contractor must conduct load and stress testing to determine performance levels under expected system loading conditions with production-sized databases. Load and stress testing must also be conducted to evaluate how the system performs under maximum stress conditions and to determine the maximum capacity within specified performance levels. The results of the load test may also result in re-work and system tuning if specified performance levels are not met.

User Acceptance Test (UAT): The UAT demonstrates that the Contractor is ready to provide the system to the State for testing. The primary purpose of UAT is to validate that the user requirements, as defined in the System Requirements Specification Document, are met. OSP Users will verify the operability of the system, all functional areas and output data. System performance will also be evaluated against the performance requirements specified in the System Requirements Specification Document. The entire system must be tested before start of operations. The State must approve any modifications to the system. The Contractor must support and assist OSP during execution of UAT. Due to space limitations at park sites, web based transactions will be used to test at least 15 park sites.

Field Testing: The Contractor must test the accessibility and functionality of the various reservation and registration screens and all report functions. They must also test the aspects of the Point of Sale module including new product set up, pricing, credit card processing, bar code scanning, inventory entry and other tests as defined by OSP. At parks with a golf course, the Contractor must test the tee-time reservation module. At parks with docks, the Contractor must test the dock management module. At a minimum, the Hueston Woods, Delaware, Indian Lake, Cowan Lake, and Malabar Farm locations, in addition to two (2) work stations at the Central Office, must be fully installed by no later than eight (8) weeks prior to implementation. Park locations are subject to change by OSP. A representative of OSP must be present at all field tests.

The Contractor must update the Master Test Plan results document upon completion of each test described above.

Contractor Deliverables. Deliverables to be produced by the Contractor during the Customization and Testing task include the following:

1. Master Test Plan;
2. Master Test Plan Results; and
3. Defects Tracking Log.

Task 5: Data Conversion

Prior to converting the data, the Contractor must provide a Data Conversion Plan approved by the State. At a minimum, the Data Conversion Plan must:

- Include a process and strategy for converting historical data from the legacy Oracle database into the new Central Reservation and Point of Sale System;
- Provide detailed data conversion documentation including data conversion rules, field mappings, issues that may be encountered, and proposed actions to be taken during conversion;
- Establish rules to resolve data issues;
- Create methods to correct erroneous data;
- Include detailed specifications for conversion; and
- Include conversion programs required for converting all data. As of January 1, 2008, the database size is 15GB, and it is stored in Oracle format.

The Contractor must perform a pre-conversion test designed to verify that the conversion program is reliable and accurately reflect the source data through the review of random batches and ensures that the data conversion process completely imports the converted historical data. The Contractor must track pre-conversion test results in a Pre-Conversion Test Results Document that contains the statistics and outcomes from converting data. Once the Contractor certifies that the test is successful and OSP approves the test results, the Contractor may perform the full conversion.

The Contractor must convert the historical data to the new Central Reservation and Point of Sale System and ensure minimal disruption to the work efforts of OSP. This conversion effort must include:

- Extracting and cleansing data from legacy systems;
- Mapping to and populating the data store; and
- Verifying that the data is imported completely and accurately reflects the source data.

The Contractor must convert legacy system data electronically. Where legacy system data can not be electronically converted, the Contractor must provide manual entry.

The Contractor must execute the Data Conversion Plan and perform all conversion activities. This will include running conversion programs; performing manual functions; performing quality control; reporting on outcomes and converting data in preparation for system operation.

The Contractor must load the entire customer history file (including all reservations, gift card balances and customer data) into its system prior to the system being ready for operation. Additionally, the Contractor must enter the current OSP fee structure, Ohio sales tax, current discount programs, park information and other required data into the Central Reservation and Point of Sale System.

The Contractor must provide a Data Conversion Results Document that contains statistics and outcomes from converting OSP legacy system data. The format of this document must be mutually agreed upon by the Contractor and OSP during the data conversion planning effort.

Contractor Deliverables. Deliverables to be produced by the Contractor for the Data Conversion task include:

1. Data Conversion Plan;
2. Pre-Conversion Test Results Document; and
3. Data Conversion Results Document.

Task 6: Training

During this task, the Contractor must create, maintain and update, as required, the approved Training Plan and develop and provide training materials. Training must be coordinated with OSP to ensure that training meets the objectives. The Contractor must provide performance support once trainees complete training. At a minimum, the Training Plan must:

- Contain an overview of the training methods used and identify the training sessions and associated objectives, including the format and content of all training material to be developed by the Contractor;
- Include a training schedule, approved by OSP, for 150 to 300 employees in groups of 30 to 50;
- Be tailored for employees who are responsible for daily activities such as checking in campers, registering campers, processing point of sale transactions, and performing physical inventories and counts;
- Include 6 annual sessions for staff and management training. OSP reserves the right to reduce the number of sessions per year;
- Identify all hardware, software and supplies required for the training environment; and
- Provide for evaluation of training sessions and feedback to OSP.

Due to the nature and timing of work performed, functional groupings of staff and managers cannot be trained during the same session. There must be adequate coverage for business functions to proceed. The Contractor must execute the Training Plan and provide:

- Hands-on, instructor led training in conjunction with written manuals and demonstrations of the Central Reservation and Point of Sale System. Incorporate on-line help, on-line policy and procedure manuals and hard copy user manuals for the delivery of training, and all electronic source documents and graphics used in the development and presentation of all aspects of training.
- All supplies and locations required for training.
- The training environment.
- A training schedule identifying the number of training sessions offered and the length of the training course. The training schedule must include at least one (1) train-the-trainer session and at least five (5) sessions at various locations, chosen by the Contractor, around the state.
- All training materials including training guides, speaker notes and course curricula (including training objectives and outcomes). All training materials must be reviewed and approved by the State prior to the start of the training. The Contractor must update all training materials as needed. The Contractor must provide an electronic copy of all training materials that is accessible by OSP Staff.

The Contractor must complete all training sessions prior to implementation and operation of the system. Once trainees have been trained and begin using the system, the Contractor must provide performance support to ensure proper and effective use of the system by the trainees

Contractor Deliverables. Deliverables to be produced by the Contractor during the training task include the following:

1. Training Plan;
2. Training Schedule; and
3. Training Materials.

Task 7: Implementation

The Contractor must implement the Central Reservation and Point of Sale System prior to April 2009. The System presented for final acceptance must account for all required functionality, training, conversion, documentation and any other requirements of this RFP for that particular phase.

Implementation Plan. The Contractor must produce and update the Implementation plan as necessary to reflect all Project changes that directly impact implementation. The most critical update to the plan during this task is the development of a contingency plan for mitigating and resolving those risks that have been identified as impacting implementation. It must address the strategies for business and system continuity planning as a result of implementation issues. The contingency plan must include one or more alternate solutions for each risk that are acceptable to the State. The Contractor must execute the contingency plan as issues arise during implementation, upon approval of OSP. The Contractor, upon approval of OSP, must implement the Central Reservation and Point of Sale System in accordance with the approved Implementation Plan.

The Implementation Plan must describe to the State how the Contractor will implement the Central Reservation and Point of Sale System. At a minimum, the plan must detail the approach for coordinating the following:

- Final testing, training and data conversion activities;
- Technical preparation and system changeover activities;
- Development of an implementation activities check list;
- Implementation schedule;
- The process for developing a contingency plan for identifying, communicating, and resolving risks during implementation;
- Activities required, in order to, effectively implement, operate and maintain the system;
- Document resolution of issues and associated dates; and
- Document plans for installation of lines and workstations.

Establishment of a Help Desk and Call Center. During implementation, the Contractor must establish a help desk and call center. During field testing, the Help Desk must be available and staffed from 8:00 a.m. to 4:00 p.m. five (5) days a week, Monday through Friday, Eastern Standard (or Daylight Savings) Time. The Help Desk must respond to all system and user questions during implementation within four (4) business hours of notification of a problem. The Contractor must maintain toll-free telephone access for both the Help Desk and Call Center, in addition to a Call Center access number for TDD/TTY devices. The Contractor must provide the toll-free telephone numbers for the Help Desk and TDD/TTY. OSP will provide the toll-free telephone number for the Call Center and will retain the rights to this number at the expiration of the Contract. Help Desk and Call Center staff must have customer service training to ensure they provide top level customer service to all callers. The Contractor must pay all fees associated with use of all phone numbers.

Installation. The Contractor must provide and install all hardware and software at all Central Reservation and Point of Sale System sites, including the OSP Central Office, all park sites and all hosting and disaster recovery facilities. The Contractor must have a minimum of ten (10) complete spare hardware and software systems for park sites. Five (5) of the systems must be housed in a location determined by the OSP Work Representative.

There are currently 175 workstations at 114 locations throughout the state. Current workstation locations and connectivity at each location are listed in Attachment 11.

Over the term of the contract, it is possible that the number of workstations and locations may increase or decrease based on the changing operational needs of Ohio State Parks. OSP may also require the Contractor to move workstations from one park to another park or from one location to another location within the same park. The Contractor may also be asked to provide up to 20 workstations at additional locations, based on the operational needs of OSP.

OSP will supply electrical power and a physical structure at the OSP Central Office and all park sites. The in-park systems will be used by OSP employees to register guests, make, change, or cancel reservations, view and print reports report on such activities at the park level and function as a point of sale cash register. The systems hardware must include at least a 17" flat-panel monitor, CPU, cash drawer, credit card scanner, bar code scanner, thermal receipt printer, and laser report printer. The hardware must also be compatible with an OSP provided shortcut keypad that is connected to

the system via USB cable. At the request of OSP, the Contractor must immediately replace any hardware item. In locations where there are multiple workstations within one building, the Contractor must network all of the workstations, and these workstations may share a laser report printer.

Over the term of the contract, the Contractor must furnish all consumable supplies, including, but not limited to, toner for the report and receipt printers and paper for the receipt printer. The Contractor, with the approval of OSP, will develop procedures for managing the supply inventory and distributing needed supplies to the various locations. The Contractor will receive inventory orders through the System's main menu by users.

With the exception of the OSP provided connectivity at the sites listed in Attachment 11, the Contractor must provide Internet connectivity for each workstation. The connectivity may include DSL, T1, satellite or dial up. Connectivity for each location will be determined by OSP.

The Contractor must install one phone line at each location for dial-up backup in case the primary connectivity fails. The Contractor must pay for all installation and maintenance costs as well as any monthly fees associated with the phone lines. Dial up backup is not required at the OSP Central Office or Ohio State Fairgrounds locations. The dial-up backup connection must have the capacity for all locations to utilize the dial-up simultaneously.

For each location that moves from Contractor supplied connectivity to DNR supplied connectivity, the Contractor must pay OSP \$100 per month for the remainder of the contract.

The Contractor must provide OSP with guidelines and procedures for storing Contractor owned hardware over the winter months when some OSP facilities are closed. These guidelines and procedures must also include information on how to restart the equipment in the spring.

The Contractor must install any necessary hardware at up to 15 concession operated facilities to allow the concessionaires to accept Ohio State Park Gift Cards as payment for goods or services at these facilities.

The Contractor must cooperate with the Incumbent during the installation of all hardware and software at the Central Office and Park sites.

Implementation Certification. The Contractor must provide a signed Implementation Certification letter that certifies that the system is ready for production. The certification letter must confirm at a minimum:

- All training activities required have been completed;
- All transition activities have been completed;
- All data has been converted, cleaned and accepted;
- All site preparation and installation requirements have been met;
- Help desk and call center are established;
- All testing activities have been completed; and
- All user and system supports are in place.

User Manual. The Contractor must provide a user manual to OSP at the time the system is implemented; however, the user manual must be updated throughout Operations. The user manual must describe all user functions for the Central Reservation and Point of Sale System.

An electronic copy of the final version of the Central Reservation and Point of Sale System's user manual must be provided to OSP. The Contractor must supply additional copies of the Central Reservation and Point of Sale System's user manual as requested by the State.

The Contractor must update the user manual when there is a change in the program that impacts the operation of the program in the field. The manuals will become property of OSP and OSP must have the ability to copy the manuals as needed. The manuals must be provided to the parks prior to implementation and operation.

For each piece of OSP provided hardware or software, Contractor must provide a procedure for installing each item on Contractor owned equipment. Winter Storage and Restart Procedures must be included for removal and storage of the system for the off season and setup and restarting of the system prior to reopening in the spring.

Contractor Deliverables. Deliverables to be produced by the Contractor during the Implementation task include the following:

1. Implementation Plan;
2. Signed Implementation Certification letter; and
3. User Manual.

Task 8 Operations

The Contractor and OSP will assess the operational readiness of all required system components including interfaces and required communications links. This will result in the establishment of the operational production environment in which all reservations and POS transactions will be accurately and reliably processed. Throughout operations, the Contractor must ensure that the Central Reservation and Point of Sale System is a reliable and dependable system that meets the needs of OSP and its stakeholders. The Contractor must be responsible for providing, maintaining and supporting the environments necessary to operate the system.

Present the Central Reservation and Point of Sale System to the State for Final Acceptance. The performance period, Standards of Performance and Acceptance (In attachment 4 of the terms and conditions), must be successfully completed before the Contractor presents the System to the State for acceptance. The System presented for final acceptance must account for all required functionality.

During the performance period the Contractor must perform all application software, file structure, database and system software modifications necessary to ensure system performance reaches acceptable levels in the production environment. Performance monitoring results and documentation of all changes made to address system defects or system performance must be provided in a Performance Period Report.

Once the State accepts the final Central Reservation and Point of Sale System, the Contractor must provide maintenance and support coverage for the system throughout the entire life of the contract.

Hosting. The Contractor must host the Central Reservation and Point of Sale System. The Contractor must provide the facility, computer hardware, software, telecommunication equipment, Internet access and services required for the operation of the Central Reservation and Point of Sale System. At a minimum, the Contractor must provide the following:

- **Backup and Recovery.** The Contractor must make a complete backup of the Central Reservation and Point of Sale System everyday. The Contractor must provide storage of the data backup tapes at a secure offsite location. The Contractor must ensure that the system immediately recovers any data lost due to system or network failure. . The Contractor must notify OSP immediately in the event of data recovery.
- **Disaster Recovery.** The Contractor must have a Business Resumption Plan for the Central Reservation and Point of Sale System describing how critical business operations will continue in the event of disruption or complete system failure. If requested, test results of the plan must be made available to OSP. The plan must meet the Disaster Recovery (DR) requirements of the State. The Contractor must apply recognized industry standards governing disaster preparedness and recovery including the ability to continue processing in the event that the primary hosting facility is rendered inoperable. The Plan must include but not be limited to:

- Critical lines of business and supporting functions;
- A process for reporting system disruption / failure;
- Emergency procedures;
- Transition from failure to restart; and
- A timeframe for updates to the plan.

The Contractor is responsible for the creation of a DR environment such that the Central Reservation and Point of Sale System operations can be seamlessly transferred to a separate hosting facility in a separate geographic location. This DR environment must be activated upon complete failure of the primary system at the primary hosting facility due to disaster. This DR environment must fully replicate the environment at the primary hosting facility. The Contractor must notify OSP immediately in the event of system fail-over to the DR environment.

- **Server Logs.** On the first day of every month, and at any other time as reasonably requested by OSP, the Contractor must deliver to OSP in electronic form the Server Logs of the Central Reservation and Point of Sale System activity.
- **Availability of the Central Reservation and Point of Sale System.** The Central Reservation and Point of Sale System must be publicly available to users a minimum of 99% of the time during any thirty (30) day period and a minimum of 99% of the time during any twelve (12) month period. There must be no period of interruption in public accessibility to the Central Reservation and Point of Sale System that exceeds 30 continuous minutes. See liquidated damages for downtime standards. Mutually agreed upon time for scheduled maintenance is excluded from this time standard. The Contractor must notify OSP of system problem occurrences (i.e., system performance issues impacting reservations) within 15 minutes of the Contractor's knowledge of the system issue.
- **Response Time.** The user's mean response time for all application responses to the Central Reservation and Point of Sale System must not exceed more than 5 seconds during any one hour.
- **Bandwidth.** The Central Reservation and Point of Sale System's bandwidth connection to the Internet must not operate at maximum capacity for a total time exceeding five (5) minutes in any 24-hour period.
- **Volume.** The Central Reservation and Point of Sale System must handle a traffic level up to 400 users at one time.
- **Browser Capability.** The Central Reservation and Point of Sale System must be easily accessed by users utilizing commonly accepted browsers including but not limited to Netscape Navigator, Microsoft Internet Explorer, Lynx, Firefox and Opera. The Central Reservation and Point of Sale System users must also have the option to navigate with or without maps.
- **Cookies.** The Contractor must not use for its benefit, or the benefit of any third party, the contents of any cookies collected via the Central Reservation and Point of Sale System.
- **Refreshing Hardware and Software.** Upon OSP approval, the Contractor must update, refresh and replace outdated or unsupported hardware and software throughout the life of the Contract. Additionally, if over the life of the contract, the Contractor upgrades its base reservation and point of sale system software, OSP may request the Contractor to upgrade to the new software at no additional charge.

- **Hardware and Software Maintenance and Support.** The Contractor must provide maintenance and support for the Central Reservation and Point of Sale System, which includes identifying and developing standard maintenance requirements; updates; patches and repairs; correction of application defects; system tuning; performing modifications; content changes; and on-site technical support. The Maintenance and Support must be performed to achieve optimal system performance. The Contractor must not supplement, modify or alter the Central Reservation and Point of Sale System, without OSP's prior approval.

The Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable period of time. However, the State must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

The Contractor's response to an application defect will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the System inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours. Furthermore, the Contractor must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within two business hours of notice. The Contractor also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem. The Contractor shall provide OSP with updates on the progress of the solution and an estimated time when the problem will be resolved will be corrected.

The Contractor must ensure, at a minimum, that the following metrics are included and documented in an Application Defects Report quarterly or as requested, for problems encountered during operations:

- Severity of problem;
- Type of problem;
- Number of problems;
- Anticipated fix date;
- Resolution;
- Frequency of problem occurrence; and
- Problem source(s).

The Contractor must use criteria and thresholds based on the metrics described above, when assessing the stability of the Central Reservation and Point of Sale System.

Hardware maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working condition. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the RFP Documents.

The Contractor must complete all remedial Equipment maintenance within twelve (12) business hours after notification by the State, either orally or in writing, that maintenance is required. In the case of preventative maintenance, the Contractor must perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute equipment has not been provided within twelve (12) business hours after notification by the State, the Contractor will be in default.

All maintenance also must meet any standards contained in the RFP Documents. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies specified elsewhere in the RFP Documents for default, except that the Contractor will only have eight (8) business hours to remedy the default.

The Contractor must provide adequate staff to provide the maintenance required by this Contract.

The Contractor must also make provisions to support any planned special processing risk areas that occur during operations (for example, peak reservation periods).

- **Performance Levels.** The Contractor must adhere to the performance level requirements provided in Liquidated Damages. The Contractor must document and provide all performance levels in a Performance Report monthly or as requested.
- **System Security.** The Contractor must prevent unauthorized access to the Central Reservation and Point of Sale System. The Contractor must apply recognized industry standards to address system vulnerability to theft, mischief and efforts at tampering. Such security measures must be in compliance with the State's security policy and procedures published at <http://oit.ohio.gov/IGD/policy/OhioITPolicies.aspx>. As determined by the State to be appropriate, the following specific security measures must be addressed:
 - Computer hardware and software controls that ensure acceptance of data from authorized networks only;
 - Placement of software controls that establish separate files for lists of authorized user access and identification codes;
 - At OSP's request, the Contractor must also enact security access measures to prevent access to the Central Reservation and Point of Sale System by parties identified by OSP;
 - Manual procedures that provide secure access to the system with minimal risk; and
 - Multi-character alphanumeric passwords, unique user names, identification codes or other security procedures that must be used by State agency or Contractor personnel.

OSP may require the Contractor to conduct security risk analyses and periodic license verification of all security software; results must be provided to the State as required.

The Contractor must immediately notify OSP of any known or possible security breaches within one hour of discovery, followed by written notice within one day.

- **Physical Security of Facility.** The Contractor must be responsible for controlling personnel access to the facility. Preventive measures against catastrophic damage (fire, flood, etc.) must also be provided. Physical security for each facility must include the lockable areas (gates, doorways, server racks, etc.) and other security measures as necessary. Staff and visitors must be immediately discernable by identification badges. All visitors must be required to sign in and out.

The Contractor must adhere to all Statewide Website Policies.

Escalation and Resolution. The Contractor must provide OSP with a Detailed Escalation and Resolution Plan. The Contractor must agree to notify OSP immediately upon identification of system-related problems, programming problems, data transfer problems or performance problems. The Contractor must make every effort necessary to correct such problems within 24 hours, regardless of the time or date, in order to minimize any negative impact on customers and stakeholders. The Contractor must correct all application defects within 24 hours. If a problem cannot be fixed in this time frame, the Contractor shall provide OSP with an update on the progress of the correction and an estimated time when it will be corrected. The Contractor must exchange 24/7 "on-call" contact information (e.g. pager numbers, phone numbers, e-mail addresses, etc) with OSP in order to facilitate timely resolutions. All resolutions must be provided in writing to OSP.

Help Desk for System Support. The Contractor must equip, staff and operate a Help Desk to support system operations. The Help Desk must respond to questions and problems regarding system operations within two (2) business hours of notification of a problem. The Help Desk must be available for at least the following hours:

April-October

9:00 a.m. to 6:00 p.m. Sunday to Wednesday
9:00 a.m. to 9:00 p.m. Thursday to Saturday
(All times are Eastern Standard or Daylight Time)

November-March

9:00 a.m. to 5:00 p.m. Monday to Friday

The Contractor must keep a Help Desk Log of all calls to the Help Desk, which describes the time of the incoming call, a summary of the question or problem, how the problem was resolved and the time of resolution. The Contractor must send a copy of the Help Desk log to a designated OSP employee on a monthly basis. The Contractor must maintain telephone access to Help Desk Operations and supply all required information systems, telecommunications and personnel to perform these Help Desk operations. All Help Desk operations must be located within the continental United States.

Calls to the Help Desk must be answered within the third ring or fifteen (15) seconds. If an automated voice response system is used, an option must exist that allows the caller to speak with an operator. Total wait time to speak with an operator must not exceed two (2) minutes.

The Help Desk must use help desk software for documenting and tracking all help desk inquiries. The Contractor must produce and update as necessary a Help Desk Procedure Manual that may be used to address all system and user questions, including problem identification, initial diagnosis and checklist, problem resolution/referral procedures and a list of frequently asked questions. The procedures must include protocols for managing and responding to incoming phone calls, voice mail, and e-mail options, etc. The Contractor must make the Help Desk Procedure Manual available for review by OSP.

The Help Desk(s) must provide access to technical resources to answer inquiries relating to the Central Reservation and Point of Sale System. Inquiries are questions about troubleshooting issues with the functionality and operability of the Central Reservation and Point of Sale System, including but not limited to:

- Application availability;
- Hardware and system software issues;
- System issues and their expected time of resolution;
- Problems with application screens; and
- Role-based security issues.

The Contractor must staff the Help Desk throughout the day with the number of operators appropriate to meet the performance specifications defined in the Liquidated Damages section:

The Contractor must:

- Receive inquiries from OSP staff and provide an automated response for any known problems through the following means at a minimum:
 - OSP Web Site;
 - Toll-free phone number;
 - E-mail; and
 - Any alternative methods proposed by the Contractor.
- Within eight business hours of notification, the Contractor must provide the expected resolution date if the problem cannot be corrected immediately;
- Provide daily, weekly, and monthly reporting on Help Desk activities. The Help Desk Reports must include performance statistics as approved by the OSP Project Representative and in accordance with the Liquidated Damages section;
- In case of a major system failure that impacts the entire system, place a recording on the toll free phone line briefly explaining the situation and provide an estimated time when the problem will be resolved;
- Classify inquiries that cannot be resolved immediately upon receipt into low, medium, or high priority, defined as follows:
 - **Low:** the problem prevents the User from performing some tasks, but a workaround is available;
 - **Medium:** the problem prevents the User from performing some tasks; and
 - **High:** the problem prevents the User from performing their duties.
- Classify inquiries that cannot be resolved immediately upon receipt into simple, medium and complex levels of complexity, defined as follows:
 - **Simple:** the problem is a known issue or an immediate solution is available;
 - **Medium:** the problem appears to be a bug or data problem; and
 - **Complex:** the problem is hard to trace and is likely to need extensive troubleshooting.
- Report all system inquiries/problems to the OSP Project Representative or designated back-up manager according to the following schedule based on the priority assigned to the inquiry/problem:
 - **Low Priority:** Report via email within two (2) business hours;
 - **Medium Priority:** Report via phone and/or pager within one business hour on a 24 hour per day schedule; and
 - **High Priority:** Report via phone and/or pager immediately on a 24 hour per day schedule.

Call Center for Customer Support. The Contractor must equip, staff and operate a call center to serve customers of Ohio State Parks who want to make reservations for campsites, cottages, Getaway Rentals, Group camps, day use facilities or any other reservable facilities. The Call Center should also be able to sell gift cards. The Call Center must appear to the general customer as being operated exclusively for OSP. Call Center operators may only take calls for Ohio State Parks.

The Contractor must maintain toll-free telephone access to customer service operations. This Call Center must be available , at a minimum, 7:00 a.m. to 7:00 p.m. Eastern Standard (or Daylight Savings) Time each day, seven days a week. The Call Center may be closed on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Easter, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

The Call Center must accept credit cards, gift cards, checks, money orders and bank affiliated debit cards. The Contractor must supply a sufficient number of fully trained operators knowledgeable of OSP facilities, rules and regulations, fees, customer types, use patterns, Ohio geography, and routes to parks. The Contractor must supply all required information systems and telecommunications to perform these

Call Center operations. All Call Center operations must be physically located within the continental United States.

Calls to the Call Center must be answered within the third ring or fifteen (15) seconds. If an automated voice response system is used, an option must exist that allows the caller to speak with an operator. Total wait time to speak with an operator must not exceed two (2) minutes. An after hours message must be utilized to inform customers when the Call Center will be available.

The Contractor must produce and update as necessary a Call Center Procedure Manual that may be used to address all customer calls. OSP will assist with developing training materials for the Call Center operators (i.e. providing park specific information and general information about OSP). OSP may provide additional input to the content of the Call Center Procedure Manual. The procedures must include protocols for managing and responding to incoming phone calls, etc. The Contractor must make the Call Center Procedure Manual available for review by OSP.

The Contractor must staff the Call Center throughout the day with the number of operators appropriate to meet the performance specifications defined in the Liquidated Damages section.

The Contractor must:

- Receive inquiries and provide an automated response for any known problems through the following means at a minimum:
 - OSP Reservation Web Site;
 - Toll-free phone number;
 - Any alternative methods proposed by the Contractor.
- Provide daily, weekly, and monthly reporting on Call Center activities. The Call Center Reports must include performance statistics as approved by the OSP Project Representative and in accordance with the Liquidated Damages section. Reports of Call Center activity must be delivered to OSP electronically by the 10th of each month for the previous month.

Mail Center for Payments and Reservation and Cancellation Letters. All check or money order payments for transactions conducted through the Call Center must be mailed to an Ohio postal address. Additionally, the Contractor must be responsible for mailing out reservation confirmation and cancellation letters for transactions processed through the Call Center using an Ohio postal address. The reservation confirmation and cancellation letters must be in such a format that all information, with the exception of the customer's name and address, is not visible to the general public. All Call Center information concerning customer reservations, changes, or cancellations must be mailed to the customer within 48 hours of their transaction. The Contractor must send information about the specific park where the reservation was made along with the confirmation letters to individuals who have made reservations. Reservation and cancellation confirmations must be emailed to a Call Center customer at the customer's request.

Site Visits. The Contractor must make site visits to a minimum of 6 Ohio State Parks that are using the Central Reservation and Point of Sale System each year. These visits must be coordinated with OSP. These visits must include talks with OSP park staff about system operations or issues, touring the facilities (campsites, cottages, etc.) and checking POS equipment to make sure it is up to date.

WiFi Access and Authentication. OSP currently provides free WiFi service to campers at five (5) state parks. The Parks that currently have WiFi are Alum Creek, East Harbor, Forked Run, Grand Lake St. Marys and Hueston Woods. It is the OSP's plan to add WiFi to an additional four (4) or five (5) parks each year. It is expected that Dillon, Jackson Lake, Mosquito Lake and Pymatuning will have WiFi available prior to May 23, 2008.

The Contractor must provide authentication services for the WiFi users, in order to limit network access to registered campers and track the levels of use. OSP uses a third-party Authentication Service Vendor (ASV) to help OSP limit users of its free WiFi network to registered campers. The Contractor must

provide assistance to OSP's Authentication Service Vendor (ASV). This assistance will be in the form of a simple Web API (or Web service), SOAP is preferred.

The current ASV's software provides authentication based on reservation ID number and park ID. Authentication will require the Contractor's Web API/Web service to check the database to verify the reservation number entered by the user is a valid receipt at that park and that the reservation includes the current day. The Contractor's Web API/Web service must return an authentication approval or denial. If a denial is returned, a short explanation must be included as to why access is denied. (Examples would be, "Reservation ID is outside of scheduled stay." or "Reservation ID does not exist in our records.") The Contractor's Web API/Web service must also return the end date for the stay of that reservation.

Additional Services. In addition to the reservation and point of sale functions that are part of the current and proposed systems, OSP is planning for the following modules/functionality to be incorporated into the system:

- Boat Dock Management Tools - There are approximately 6,000 State operated seasonal boat docks and 12,000 privately owned boat docks on Ohio waterways under the control of OSP. OSP would like to add dock management capabilities, including the payment of dock fees online, to the features of the Central Reservation and Point of Sale System;
- Implementation of a Customer Loyalty Program - The Contractor, in working with OSP, must be able to develop and maintain a customer loyalty program that will track each overnight stay and/or point of sale transaction by customer;
- Day Use Facility Reservations - There are approximately 117 reservable picnic shelters and 13 day use Group Lodges in Ohio State Parks. At some point, OSP will want to add some or all of these facilities to the reservation functions of the Central Reservation and Point of Sale System;
- On-line sales of merchandise; and
- Self-Registration Kiosks – OSP would like to install a test self-registration kiosk in 2009 at a single campground location to be determined by OSP. Based on the success of this kiosk, OSP is interested in including up to 16 additional self-registration kiosks for use at campgrounds.

OSP may delay or phase in implementation of some of these features, but OSP would like to have all of them figured in to the overall proposal.

In addition to the customizations needed to meet the requirements and scope of work of this RFP, OSP will require the Contractor to provide 1000 hours of programming for additional customizations over the life of the contract. These hours will be utilized to make customizations outside the requirements of this contract that are requested by OSP to enhance the system.

Over the life of the Contract, the Contractor may also be asked to provide additional services to OSP on an as needed basis. Such services will be limited to call center customer satisfaction surveys and customer notification work for such things as emergency closure of campgrounds, OSP initiated site changes or changes in fees for a facility.

Transition. At the expiration of this Contract, or if at any time the State or Contractor should terminate this Contract, the Contractor must cooperate with any subsequent contractor who might assume operation of the Central Reservation and Point of Sale System Project. The State will give the Contractor thirty (30) days notice that a transfer will occur. The Contractor must coordinate the transition of all program components (e.g., files, history, data, etc.) to the subsequent contractor or back to the State upon notice of Contract termination.

In the event that a subsequent contractor is unable to assume operations on the planned date for transfer, the Contractor must continue to perform Central Reservation and Point of Sale System operations on a month to month basis at the current cost for up to six (6) months beyond the planned transfer date. The State will provide the Contractor a 30 day notice of an extension.

Contractor Deliverables. Deliverables to be produced by the Contractor during the Operations task include the following:

1. Presentation of the Central Reservation and Point of Sale System for Acceptance;
2. Performance Period Report;
3. Central Reservation and Point of Sale System Data (ongoing);
4. Business Resumption Plan;
5. Server Logs (ongoing);
6. Application Defects Report (ongoing);
7. Performance Report (ongoing);
8. Detailed Escalation and Resolution Plan;
9. Help Desk Log (ongoing);
10. Help Desk Procedure Manual;
11. Help Desk Reports (ongoing);
12. Call Center Procedure Manual; and
13. Call Center Reports (ongoing).

Staffing

Project Manager. The Contractor must propose only one candidate to be dedicated 100% to the Project, unless otherwise approved by OSP, for the position of Project Manager and that candidate must be identified by name. The Project Manager will, on a full-time basis, manage the daily operations of the contract staff, work with state personnel and network vendors, and be responsible for establishing and enforcing quality assurance standards for the Project. The Project Manager must be responsible for all aspects of the system customization and implementation of the proposed Central Reservation and Point of Sale System, including resource planning, scheduling and status reports to OSP. The Project Manager must be available for all Project meetings and be available within 24 hours of notification by OSP if necessary. The Project Manager must be available to OSP by telephone during regular business hours. The Project Manager may also be named as the Operations Manager.

Call Center Supervisor. The Contractor must propose only one (1) candidate to be dedicated 100% of the time, throughout Operations, to the Work for the position of Call Center Supervisor and that candidate must be identified by name. The Call Center Supervisor must be responsible for overseeing all aspects of the call center operations, staff supervision, record keeping, trouble shooting and customer service.

Account Manager. The Contractor must propose only one (1) candidate for the position of Account Manager and that candidate must be identified by name. The Account Manager must be responsible for overseeing all financial aspects of the Central Reservation and Point of Sale System, including the collection of fees, maintenance of financial records and the transmittal of funds due to OSP.

Software Engineer. The Contractor must propose only one (1) candidate for the position of Software Engineer and that candidate must be identified by name. The Software Engineer must be responsible for maintenance and development of all software programs for the Central Reservation and Point of Sale System.

Operations Manager. The Contractor must employ a full-time Operations Manager from implementation through the end of the contract. The Operations Manager must be dedicated 100% to the Ohio Central Reservation and Point of Sale System. The Operations Manager must be responsible for overseeing the operation of the Central Reservation and Point of Sale System and serve as the primary point of contact for the OSP Project team. Additionally, the Operations Manager must be responsible for sending all required reports throughout Operations to the designated OSP Project team members. The Operations Manager must participate in meetings between OSP and the Contractor. The Operations Manager must work out of the Call Center and be available to OSP by telephone during regular business hours. The Operations Manager must

also provide after-hours contact information to OSP in case of an emergency. The Operations Manager may also be named as the Project Manager.

Support Personnel. The Contractor must maintain sufficient levels of support personnel, including supervisory and support staff with appropriate training, work experience, and expertise to perform all Contract requirements on an ongoing basis. Telephone and administrative personnel must be familiar with services covered under this RFP.

The Contractor's support personnel must also be responsible for handling ad hoc reporting requests and other data inquiries.

Milestone, Delivery and Completion Dates. System Acceptance must be achieved before April 30, 2009.

Performance Testing. A performance test must be done. See Attachment Four: Part Five: ACCEPTANCE AND MAINTENANCE.

Performance Criteria. The system must be tested and must operate at full functionality as required by the Contract.

Liquidated Damages. The State, at its discretion, may assess the following liquidated damages if the Contractor fails to perform at the stated service levels. Any liquidated damages assessed by the State will be deducted from fees earned by the Contractor.

Busy-outs. The Contractor must ensure that no more than 5% of calls received by the Call Center result in the caller receiving a busy signal, a busy-out. The busy-out percentage must be calculated as a ratio of the number of unique callers (identified by telephone number) subject to a busy-out, in relationship to the number of all unique callers. Liquidated damages equal to the percentage of busy-out calls in excess of 5% applied to all fees earned by the Contractor to make, change or cancel reservations during the month may be assessed. This standard will be measured and paid monthly.

Hold Time-In Queue. The Contractor must ensure that no more than 5% of callers to the Call Center be held in queue more than 5 minutes measured over a calendar month. Time held in queue does not include time using the automated voice response system as measured at the call center phone switch. Liquidated damages equal to the percentage of calls in excess of 5% held in queue more than 5 minutes applied to all fees earned by the Contractor to make, change or cancel reservations during the month may be assessed. This standard will be measured and paid monthly.

Abandon Rate. The Contractor must ensure that no more than 10% of calls to the Call Center be abandoned as measured at the Call Center phone switch and measured over a calendar month. Liquidated damages equal to the percentage of calls abandoned in excess of the standard applied to all fees earned by the Contractor to make, change or cancel reservations during the month may be assessed. This standard will be measured and paid monthly.

Sending Confirmations. The Contractor must ensure that all mailed reservation confirmations must be sent within 48 hours from the time of reservation. All email confirmations must be sent within 1 hour of the time of reservation. Reservations made one (1) week or less from the arrival date do not require a mailed confirmation. Liquidated damages equal to \$50 for each required confirmation letter and/or email that is not sent within the required time frame may be assessed monthly. This standard will be measured and paid monthly.

Call Center Operation Hours. The Contractor must ensure that the Call Center operates at least the required days each year from 7 A.M. to 7 P.M. daily. Also, TDD Service must be available during all operating hours. Mutually agreed upon time for scheduled maintenance is excluded from this time standard. Liquidated damages equal to \$60 for each hour or partial hour that the standard is not met may be assessed monthly. This standard will be measured and paid monthly.

After-Hours Message. The Contractor must ensure that a message is available for all customers, including TDD, who call after Call Center Operation Hours. Liquidated damages equal to \$10 for each hour or partial hour that the standard is not met may be assessed monthly. This standard will be measured and paid monthly.

Help Desk Hours. The Contractor must ensure that the Help Desk is available during the hours required in the RFP. Liquidated damages equal to \$10 for each minute that the standard is not met may be assessed monthly. This standard will be measured and paid monthly.

Computer System Downtime. The Contractor must ensure that computer system downtime, which prevents the ability to complete reservations (at the call center, on-line and in the parks) and point of sale transactions, must not total more than 60 minutes per calendar month. Mutually agreed upon time for scheduled maintenance is excluded from this time standard. Exceptions are made for natural disasters or other acts out of the control of the Contractor. Liquidated damages equal to \$10 per minute that the standard is not met may be assessed monthly. This standard will be measured and paid monthly.

Call Center Phone Switch Downtime. The Contractor must ensure that the Call center phone switch downtime must not total more than 60 minutes per calendar month. Liquidated damages equal to \$10 per minute that the standard is not met may be assessed monthly. This standard will be measured and paid monthly.

Reservation Quality. The Contractor must ensure that documented and verified agent errors of omission, misinformation, inappropriate reservations and data entry must not occur more than 2 times per 1,000 reservations each calendar month. Verification will be completed through investigation of customer complaints and/or specific discovery during periodic monitoring by OSP. Liquidated damages equal to \$10 per error in excess of the total allowed by the standard may be assessed monthly. This standard will be measured and paid monthly.

Internet Page Downtime. The Contractor must ensure that there will be no more than a total of 8 hours of Internet downtime during a calendar month. Mutually agreed upon times for scheduled maintenance are excluded from the time standard. Liquidated damages equal to \$10 per minute in excess of the standard may be assessed monthly. This standard will be measured and paid monthly.

Hotline support of in-park system users. The Contractor must ensure that the Call Center will be operated at least 99% of all hours of call center operation during a calendar month. Liquidated damages equal to \$100 for each hour below the standard may be assessed monthly. This standard will be measured and paid monthly.

In-park system downtime. The Contractor must ensure that no more than 12 hours total per park per calendar month for system downtime or no more than 24 hours per park per calendar month for system problems effecting the efficiency or quality of in-park operations. A LAN in-park system is not considered down if the in-park server remains fully functional. Liquidated damages equal to \$10 per hour for each park not meeting the standard may be assessed monthly. This standard will be measured and paid monthly.

Mystery call rating. The Contractor must ensure a 95% or higher satisfactory rating average per calendar month based on mutually agreed upon rating criteria. Liquidated damages equal to the percentage of calls below the standard applied to all fees earned by the Contractor to make, change or cancel reservations during the month may be accessed. This standard will be measured and paid monthly.

Delivery of revenue to OSP. The Contractor must ensure that there are no late deposits to OSP each calendar month. In any calendar month that the standard is not met, liquidated damages equal to \$100 for the first occurrence; \$500 for the second occurrence and \$1000 for any subsequent occurrences standard may be assessed monthly. This standard will be measured and paid monthly.

Reservation double booking. The Contractor must ensure that there are no reservation double booking of any facility during a calendar month. This includes more than one reservation for a specific facility with overlapping stays, whether or not the reservations were made at the call center, on-line, at the park, or as walk-ins at the park. The Contractor must refund all fees to customers affected by the double booking. Liquidated damages equal to triple the amount of the transaction fee to OSP may be assessed monthly. This standard will be measured and paid monthly.

Data Migration. The Contractor must ensure that, in converting data from an existing system to a new system, no reservation, gift card or customer data will be lost. The Contractor must refund all fees to customers affected. Liquidated damages equal to triple the amount of the transaction fee to OSP may be assessed monthly. This standard will be measured and paid monthly.

Missing Reservation. The Contractor must ensure that there are no missing reservations during a calendar month. This includes any reservation that could not be found in the in-park system at least by arrival date and can be substantiated by evidence such as a confirmation notice or reservation number. The Contractor must refund all fees to customers affected. Liquidated damages equal to triple the amount of the transaction fee to OSP may be assessed monthly. This standard will be measured and paid monthly.

Data Security. The Contractor must ensure that there are no breaches of security that result in personal information of customers being shared with any entity other than OSP or those approved by OSP. Liquidated damages equal to \$5000 to OSP per incident plus any costs associated with recovering the data and/or protecting the individuals who are at risk from having personal information disseminated without permission may be assessed monthly. This standard will be measured and paid monthly.

Problem Resolution/Escalation Process. The Contractor must resolve all system problem occurrences (i.e., system performance issues impacting transactions) within 24 hours of the Contractor's knowledge of the system issue. System issues that require more than 24 hours to correct, regardless of time or date, will be considered a breach of this Service Level. Measurement will include problems on the primary system that are temporarily resolved by the Contractor's backup system. If the Contractor fails to resolve within the specified time, liquidated damages of \$5,000.00 per occurrence may be assessed. This standard will be measured and paid monthly.

On-Time Project Implementation. The Contractor must guarantee an on-time implementation of the Central Reservation and Point of Sale System. If the Contractor fails to meet the implementation timelines, liquidated damages of 50 additional hours of programming services for improvements and enhancements to the system outside the scope of the contract for each day after the Start of System Operations date until fully implemented may be assessed.

PART TWO: SPECIAL PROVISIONS

Review and Acceptance of Deliverables

The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. The Contractor must complete its work in steps that will result in Deliverables associated with those steps, and the Contractor must provide the required Deliverables no later than the due dates proposed in the RFP or included in the Contractor's Project Plan as approved by the State. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State. Also, with each Deliverable, the Contractor must submit a Deliverable Submittal Form signed by the Project Manager. (See Attachment Twelve of the RFP.)

By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that meets the Contract's requirements.

The Contractor must provide all Deliverables to the Project Representative, who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as specified in the Project Plan.

If the State determines that a Deliverable is not in compliance, the Project Representative will note the reason for non-compliance on the Deliverable Submittal Form and send the form to the Project Manager. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit it to the Project Representative within ten business days.

If the State agrees the Deliverable is compliant, the Project Representative will indicate that by signing the Deliverable Submittal Form and returning a copy of it to the Contractor.

The State's acceptance of the Deliverables that are part of developing the Project is conditioned on a successful performance test upon completion of the Project.

Status reports are not subject to a review and approval process.

Contractors Fee Structure

Each offeror must complete a cost proposal for this Work. The cost proposal must include any combination of a reservation fee, cancellation fee, per night fee and an online dock license fee. The reservation fee will apply to all reservations. The per night fee will apply to each night a campsite, cottage, Getaway Rental and Group Camp is occupied. The online dock license fee will apply to all dock license transactions conducted by the customer utilizing the online payment option. The offeror must build all costs for the scope of work tasks 1-8 and 1,000 programming hours into the per reservation fee, the cancellation fee, the per night fee and/or the online dock license fee shown in the table below. The total fees will be comprised of the per reservation fee, cancellation fee, the per night fee and the online dock license fee and will be used for the cost evaluation.

For hours beyond the 1,000 programming hours, the offeror must quote an hourly rate for any additional programming requested by OSP. The quoted hourly rate will not be included in the cost evaluation. The proposed hourly rate will be charged to OSP for any requested upgrades or enhancements to the Central Reservation and Point of Sale System outside the scope of the contract and beyond the 1,000 programming hours included in the contract. Before any programming begins using either the included hours or additional hours, the Contractor must provide a change request that indicates the number of programming hours necessary to complete a requested upgrade. OSP must approve any change request prior to the beginning of any programming work.

Per Reservation Fee	\$
Per Night Fee	\$
Cancellation Fee	\$
Online Dock License Fee	\$
Additional Programming Fees (per hour)	\$

Reimbursable Expenses

None.

Bill to Address

None.

The Contractor will be expected to retain any fees from monies collected on behalf of OSP prior to remitting these funds to the State.

Location of Data

All data collected by the Contractor as part of this contract is the sole property of ODNR and OSP, and it must be stored in the continental United States. Data includes, but is not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and sound reproductions.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

Proposal Format. Each Proposal must include sufficient data to allow the State to verify the total cost for the Work and all of the offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment, whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following:

- Cover Letter
- Certification
- Location of Data
- Offeror Profile
- Contractor Performance
- Offeror Profile Summary Form
- Personnel Profile Summaries
- Time Commitment
- Assumptions
- Proposed System Solution
- Work Plan
- Staffing Plan
- Alternative Methods of Compensation Option
- Support Requirements
- Conflict of Interest Statement
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Vendor Information Form
- Declaration Regarding Terrorist Organizations
- Cost Summary (must be separately sealed)
- Demonstration Requirements

Cover Letter. The offeror must include a cover letter in the form of a standard business letter that provides an executive summary of the solution the offeror plans to provide, and an individual authorized to legally bind the offeror must sign the letter. The letter also must include the following:

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), federal tax identification number, D-U-N-S number, and principal place of business;
- b. A list of the people who prepared the offeror's Proposal, including their titles;
- c. The name, phone number, fax number, email address, and mailing address of a contact person who has authority to answer questions regarding the Proposal;
- d. A list of all subcontractors, if any, that the offeror will use on the Work, if the State selects the offeror to do the Work;
- e. For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
 1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business;
 2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;

3. A description of the part of the Work the subcontractor will do;
 4. A commitment to do the part of the Work if the offeror is selected;
 5. A statement that the subcontractor has read and understands the RFP and will comply with the requirements of the RFP; and
 6. A statement that the subcontractor will maintain any permits, licenses, and certifications required to perform its portion of the Work;
- f. A statement that the offeror's Proposal meets all the requirements of this RFP for the Work;
 - g. A statement that the offeror has not taken any exception to the terms and conditions in this RFP;
 - h. A statement that the offeror does not assume there will be an opportunity to negotiate any aspect of its Proposal;
 - i. A statement that the offeror will comply with all federal and Ohio laws, rules, and regulations;
 - j. A statement that the offeror is proposing a Work Manager who is a regular, fulltime employee of the offeror;
 - k. A statement that the offeror's regular, fulltime employees will perform at least 30% of the effort involved in the Work;
 - l. A statement that the offeror will not substitute, at Work start-up, personnel for those evaluated by the State, except when a candidate's unavailability is no fault of the offeror (e.g. the candidate resigns, is deceased, etc.); and
 - m. A statement that the offeror is not now subject to an "unresolved" finding for recovery under Revised Code Section 9.24 and that the offeror will notify the State anytime it becomes subject to such a finding before the award of a Contract arising out of this RFP.

All offerors must submit a response that contains an affirmative statement using the language in paragraphs a through m above.

Certification. Each Proposal must include the following certification on company letterhead signed by an individual authorized to legally bind the offeror:

(Insert offeror's name) affirms that, if awarded the Contract, it will be the prime Contractor on the Work.

(Insert offeror's name) affirms that it will not and will not allow others to perform work for the State of Ohio outside of any geographic restrictions in the RFP or at any location not disclosed in its proposal without express written authorization from the Work Representative. (Insert offeror's name) also affirms that it will not and will not allow others take data that belongs to the State of Ohio outside any geographic restrictions in the RFP or any locations disclosed in its proposal without express written authorization from the Work Representative.

(Insert offeror's name) affirms that all personnel provided for the Work will have a valid I-9 form on file with (Insert offeror's name) and will have presented valid employment authorization documents, if they are not United States citizens.

(Insert offeror's name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert offeror's name) is and will remain during performance of the Contract a separate and independent enterprise from the State of Ohio, the Office of Information Technology, and the Department of Natural Resources. (Insert offeror's name) has a full opportunity to find other business opportunities and has made a significant investment in its business. Moreover, (insert offeror's name) will retain sole and absolute control over the manner and means of carrying out its obligations and activities under the Contract. The Contract will not create any joint employment relationship between (insert offeror's name), any of its personnel, its subcontractors, or their personnel and the State of Ohio, the Office of Information Technology, or the Department of Natural Resources.

(Insert offeror's name) affirms that the people supplied under the Contract are either (1) employees of (insert offeror's name), with (insert offeror's name) withholding all appropriate taxes, deductions, and contributions required under law, or (2) independent contractors to (insert offeror's name).

(Insert offeror's name) affirms that it has obtained a written acknowledgement from its independent contractors that they are and will remain separate and independent enterprises from the State of Ohio, the Office of Information Technology, and the Department of Natural Resources for all purposes, including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the Internal Revenue Code, Ohio tax law, worker's compensation law, and unemployment insurance law.

Location of Data. As part of its Proposal, the offeror must disclose the following:

- The location(s) where the offeror and its subcontractors will perform all services;
- The location(s) where the offeror and its subcontractors will maintain or make any State data applicable to the Contract available; and
- The offeror's and its subcontractors' principal places of business.

Offeror Profile. Each Proposal must include a profile of the offeror's capability, capacity, and relevant experience providing services similar to the Work. The profile also must include the offeror's legal name, address, telephone number, and fax number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees the offeror will engage in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

Contractor Performance. The offeror must complete Attachment Six, Contractor Performance Form.

Offeror Profile Summary Form. This RFP includes an Offeror Profile Summary Form as an attachment. The offeror must use this form and fill it out completely to provide the required information.

The Offeror Profile Summary Form contained in this document has been customized for the applicable offeror requirements. (Refer to Attachment Seven.) Each page of the form may contain minor variations. If an offeror elects to duplicate the form electronically, the offeror must carefully review each page of the form to ensure that it has been copied accurately. Failure to duplicate the form exactly may lead to the rejection of the offeror's Proposal.

Each offeror must meet all the mandatory requirements in the RFP. If an offeror does not meet all the mandatory requirements, the State may reject the offeror's Proposal as non-responsive.

The various sections of the Offeror Profile Summary Forms are described below:

Required Experience and Qualifications. The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's mandatory requirements. (Refer to Attachment Seven.) For each reference, the offeror must provide the following information:

- (a) Contact Information. The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
- (b) Work Name. The offeror must provide the name or title for the work, such as a project name, from which it obtained the mandatory experience.

- (c) Dates of Experience. The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror performed the work, not just the length of time the offeror was engaged by the reference.
- (d) Description of the Related Service Provided. The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the work was performed and the role of the offeror on the Work. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- (e) Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and do the Work.

The offeror must list each work experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

Offeror Desirable Qualifications. The offeror may complete this section to demonstrate that it meets the requirements for experience. (Refer to Attachment Seven.) For each reference, the offeror must provide the information in the same manner as described under Attachment Seven above.

THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE ABOVE MANDATORY QUALIFICATIONS OR EXPERIENCE. THESE MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR. If the offeror seeks to meet any of the other qualifications and experience through a subcontractor, the offeror must identify the subcontractor by name in the appropriate part of the Offeror Profile Summary Form, in Attachment Seven to this RFP, for each reference.

Personnel Profile Summaries. Each Proposal must include a profile for each key member of the proposed Project Team. This RFP includes Personnel Profile Summary Forms as Attachment Eight, and the offeror must use these forms and fill them out completely for each reference.

The Personnel Profile Summary Forms contained in this RFP have been customized for the applicable candidate requirements. Each page of the forms may contain minor variations. If an offeror elects to duplicate the forms electronically, the offeror must carefully review each form to ensure that it has been copied accurately. Failure to duplicate the forms exactly may lead to the rejection of the offeror's Proposal.

The offeror must propose a Project Team that collectively meets all the requirements in this RFP, as demonstrated through the Personnel Profile Summary Forms. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. The offeror must name all candidates proposed, and each must meet the technical experience for the candidate's position.

The State will not consider a candidate's overlapping months of experience toward meeting the experience requirements in this RFP. Therefore, for each requirement for a key position, the Personnel Profile Summary Forms for the candidate must demonstrate that the candidate meets the requirement through a work experience that does not overlap in time with any other work experience used to meet the same requirement for the position.

The offeror must demonstrate that all candidate requirements have been met by using the Personnel Profile Summary Forms. The various sections of the forms are described below:

- a. Candidate References. If the offeror provides less than three work experiences, the offeror must explain why. The State may reject the Proposal if less than three work experiences are given for a candidate.
- b. Education and Training. The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP.

c. Required Experience and Qualifications. The offeror must complete this section to show how its candidate meets the experience requirements. (Refer to Attachment Eight.)

For each reference, the offeror must provide the following information:

- Candidate's Name.
- Contact Information. The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
- Dates of Experience. The offeror must complete this section with a beginning month and year and an ending month and year to show the length of time the candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- Description of the Related Service Provided. The State does not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the project as it relates to this Project. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

Time Commitment. The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Project Manager, Operations Manager and the offeror's proposed team members for the Work. The offeror also must include a statement indicating to what extent, if any, the Project Manager and Operations Manager may work on other tasks or assignments unrelated to the Work during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager, Operations Manager or any proposed personnel to other assignments during the term of the Work, if the State believes that any such commitment may be detrimental to the offeror's performance.

Assumptions. The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may reject the Proposal. No assumptions may be included regarding negotiation, terms and conditions, or requirements.

Proposed System Solution. The offeror must describe in detail how its proposed system meets the Functional and Technical Requirements of the RFP. It is not acceptable to simply state that the proposed system will meet or exceed the specified system requirements. A narrative must be written describing the functionality and security of the proposed system. This section of the offerors proposal must specifically address how the offerors proposed solution meets both the technical and functional requirements of the Central Reservation and Point of Sale System.

Work Plan. The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly. To this end, the offeror must submit a Work Plan that the offeror will use to create a consistent and coherent management plan for the Work. The Work Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

1. Manage the Work;
2. Guide Work execution;

3. Document planning assumptions and decisions;
4. Facilitate communication among stakeholders; and
5. Define key management review as to content, scope, and schedule.

Additionally, the offeror must describe in a detailed narrative how it will accomplish each task and deliverable described in the scope of work. The offeror must also provide a schedule in MS Project format that indicates the timeframes for completing the implementation of the Central Reservation and Point of Sale System according to RFP requirements and the deadline of April 30, 2009.

Staffing Plan. The offeror must provide a staffing plan that identifies all the personnel by position that the offeror proposes and that are required to do the Work. The staffing plan must show each individual's responsibilities on the Work. The State also requires a staffing plan that matches the proposed Work key personnel and qualifications to the activities and tasks that will be completed on the Work. In addition, the plan must have the following information:

- A matrix matching each team member to the staffing requirements in this RFP;
- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s); and
- A discussion of the offeror's ability to provide qualified replacement personnel.

Alternative Methods of Compensation Option. OSP is interested in alternative methods of compensating the Contractor for this Project in order to spread the cost over a broader base of system users, to include point of sale users. If the offeror has any methods in addition to the Contractor's Fee Structure required by the RFP, this information should be included in the proposal. Any alternative method of compensating the Contractor for this Project will not be used for the cost evaluation of the proposal. If an Offeror chooses to provide an alternate method of compensation, it will be at the discretion of OSP to determine which compensation method is utilized.

Support Requirements. The offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the offeror must address the following:

- (a) Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;
- (b) Assistance from State staff and the experience and qualification levels required; and
- (c) Other support requirements.

The State may not be able or willing to provide the additional support the offeror lists in this part of its Proposal. The offeror therefore must indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the offeror's Proposal, if the State is unable or unwilling to meet the requirements.

Conflict of Interest Statement. Each Proposal must include a statement indicating whether the offeror or any people that may work on or benefit from the Work through the offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State may reject a Proposal in which an actual or apparent conflict is disclosed. The State also may terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

Proof of Insurance. The offeror must provide the certificate of insurance required by Attachment Four. The policy may be written on an occurrence or claims made basis.

Legal Notice Address. The offeror must give the name, title, and address to which the State should send legal notices under the Contract.

W-9 Form. The offeror must complete the attached W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9.

Vendor Information Form. The offeror must submit a signed and completed Vendor Information Form (OBM-3456) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at <http://obm.ohio.gov/forms/OAKS.asp>.

Declaration Regarding Terrorist Organizations. The offeror must complete a Declaration Regarding Material Assistance/Non-assistance to Terrorist Organizations in its entirety. The offeror must submit at least one originally signed copy of this form, which should be included with the offeror's originally signed Proposal. All other copies of the offeror's Proposal may contain copies of this form. The form is available at: <http://www.homelandsecurity.ohio.gov>.

Cost Summary. This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the Cost Summary Form in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Form or that is not separately sealed. (See: Part Three: General Instructions, Proposal Submittal.)

The Cost Summary Form must not include exceptions, additional terms and conditions, or assumptions.

The State will not be liable for or pay any Project costs that the offeror does not identify in its Proposal.

Demonstration Requirements. The State may select highest ranking offerors to provide demonstrations of their solutions(s). Any special needs for the demonstration must be made clear in this section of the offeror's proposal.

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS
PART ONE: PERFORMANCE AND PAYMENT

Statement of Work. The selected offeror's proposal (the "Proposal") and the State's Request for Proposals (the "RFP"), which are collectively referred to as the "RFP Documents", are a part of this contract (the "Contract") and describe the work (the "Work") the selected offeror (the "Contractor") must do and any materials the Contractor must deliver (the "Deliverables") under this Contract. The Contractor must do the Work in a professional, timely, and efficient manner and must provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Work.

The Contractor must consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Work and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Work, and the Contractor must comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Work and will not amend or alter the scope of the Work.

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. The State may renew this Contract by issuing written notice to the Contractor of the decision to do so. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

The Work has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Work. The Contractor must make those deliveries, meet those milestones, and complete the Work within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the Suspension and Termination Section contained in Part II of this Attachment Four.

But the State also may have certain obligations to meet. Those obligations, if any, also are listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Work. The Contractor must deliver any such notice to both the Work Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Work. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

The State seeks a complete solution to what the Work is intended to accomplish, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's Fee. All required components and processes for the Work to be complete and useful to the State are included in the Work and the Contractor's Fee, unless the RFP expressly provides otherwise.

Compensation.

The Contractor will be compensated for this Work by withholding the appropriate fees from money collected before transferring the funds to OSP. All funds collected, with the exception of the moneys withheld to cover the Contractor's fees, will be electronically transferred to the State on the next business day after the funds are collected.

It will be the responsibility of the Contractor to collect fees for campsites, cottages, Getaway Rentals and other facilities that are reserved via the website or call center. The amounts to be collected by the Contractor will be determined in the OSP's Business Rules.

The Contractor will be contractually responsible for full risk of loss for any funds received or owed to Contractor for payments on behalf of the State until funds are actually deposited to the specified State bank account(s).

The Contractor must be able to identify State funds on the next business day following the transaction. All funds received by the Contractor minus the vendor's transaction fees will be electronically deposited into the specified State bank account(s) no later than the next business day after the Contractor received the funds.

The Contractor must permit State auditors or ODNR auditors to review all financial activities, records and files including bank accounts holding the State funds as they relate to this contract.

Funds will be settled through an electronic deposit of gross receipts minus vendor's fees. The Contractor will provide daily settlement to the State such that the proceeds from the payment and credit records are deposited into the specified State bank account(s) no later than the the next business day after the payment and credit records are identified as State funds.

Contractor agrees to indemnify and hold harmless the State, and any Agency authorized to receive services under this Contract, and the employees of the State and said agencies, from and against any and all claims, losses, costs, damages, liabilities and expenses related to this Contract, which results from:

- A failure by Vendor or its subsidiaries, affiliates, agents, subcontractors, representatives or employees, to comply with any applicable federal, state or local law, rule or regulation.
- The negligent act or omissions or the breach of contract by Vendor, its subsidiaries, affiliates, agents, subcontractors, representatives or employees.
- Fraudulent or intentional acts by the Vendor or its subsidiaries, affiliates, agents, subcontractors, representatives or employees.

The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Work or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Work tied to the applicable milestone or period.

If the State disputes the amount withheld by the Contractor, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor must reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted all the Work and then only in accordance with the payment schedule specified in the RFP Documents.

Reimbursable Expenses. The State will pay all reimbursable expenses identified in the RFP Documents, if any, in accordance with the terms in the RFP Documents and, where applicable, Section

126.31 of the Revised Code. The Contractor must assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP Documents.

In making any reimbursable expenditure, the Contractor always must comply with the more restrictive of its own, then current internal policies for making such expenditures or the State's then current policies. All reimbursable travel will require the advance written approval of the State's Work Representative. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

Right of Offset. The State may set off the amount of any Ohio tax liability or other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State under this or other contracts, against any payments due from the State to the Contractor under this or any other contracts with the State.

Certification of Funds. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

- (a) All statutory provisions under the Revised Code, including Section 126.07, have been met;
- (b) All necessary funds are made available by the appropriate State entities;
- (c) If required, the Controlling Board of Ohio approves this Contract; and
- (d) If the State is relying on federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds are available.

Employment Taxes. All people furnished by the Contractor (the "Contractor Personnel") are employees or subcontractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend (with the consent and approval of the Ohio Attorney General), and hold the State harmless from and against all claims, losses, liability, demands, fines, and expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor's indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees or contractors of the State, that the State is the "joint employer" or "co-employer" of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime or regular part-time employees of the State.

Sales, Use, Excise, and Property Taxes. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Work, such will be the sole and exclusive responsibility of the Contractor. And the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

PART TWO: WORK AND CONTRACT ADMINISTRATION

Related Contracts. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State, such that the Work under this Contract duplicates the work done or to be done under the other State contracts.

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) efforts for the Work. The Contractor must fully cooperate with all other contractors and State employees and coordinate its Work with such other

contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the Contractor must fully cooperate with any IV&V contractor assigned to the Work. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. If the State assigns an IV&V contractor to the Work, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. The Contractor must include the obligations of this provision in all its contracts with its subcontractors for the Work.

Subcontracting. The Contractor may not enter into subcontracts related to the Work after award without written approval from the State. But the Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP Documents.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Work in a timely and professional manner. The Contractor must hold the State harmless for and must indemnify the State against any such claims.

The Contractor assumes responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. And the Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement also must pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. But this exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. And the Contractor must keep all Work-related records and documents at its principal place of business or at its office where the work was performed.

In addition, the Contractor must keep a separate account for the Work (the "Work Account"). All payments made from the Work Account may be only for obligations incurred in the performance of this Contract and must be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Work Account must be for obligations incurred only after the effective date of this Contract, unless the State has given specific written authorization for making prior payments from the Work Account.

Audits. During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice, and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Work. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Work.

Unless it is impracticable to do so, the Contractor must keep all records related to this Contract in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus, Ohio whenever the State or anyone else with audit rights requests access to the Contractor's Work records. The Contractor will do so with all due speed, not to exceed ten business days.

If any audit reveals any material deviation from the Work's specifications, any misrepresentation, any funds owed to the State, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000.00, the Contractor must require its subcontractors to agree to the requirements of this section and the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement, but the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

Insurance. The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

a. Workers' compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.

b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

\$ 2,000,000 General Aggregate
\$ 2,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Per Occurrence Limit
\$ 1,000,000 Personal and Advertising Injury Limit
\$ 100,000 Fire Legal Liability
\$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

c. Commercial Automobile Liability insurance with a combined single limit of \$500,000.

d. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

State Personnel. During the term of this Contract and for one year after completion of the Work, the Contractor may not hire or otherwise contract for the services of any State employee involved directly or indirectly with the Work.

Replacement Personnel. If the RFP Documents contain the names of specific people who will do the Work, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may not remove those people from the Work without the prior, written consent of the State, except as provided below.

The Contractor may remove a person listed in the RFP Documents from the Work, if doing so is necessary for legal or disciplinary reasons. But the Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

If the Contractor removes a person listed in the RFP Documents from the Work for any reason other than those specified above, the State may assess liquidated damages in the amount of [\$1,500.00] for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Work. The State also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within 30 days. Should the Contractor fail to cure its default within the 30 day cure period, this Contract will terminate immediately for cause, and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The Contractor must have qualified replacement people available to replace any people listed in the RFP Documents by name or identified as a key individual on the Work. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor must submit the resumes for two replacement people to the State for each person removed or who otherwise becomes unavailable. The Contractor must submit the two resumes, along with such other information as the State may reasonably request, within five business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason. Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP Documents, or should the Contractor fail to provide the notice required under this Section or fail to provide two qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In any such case, the State will have the following options:

- (a) The State may assess liquidated damages in the amount of [\$1,500.00] for every day between the date on which the Contractor failed to provide the applicable notice, failed to provide the two replacement candidates, or the date the State rejected all candidates for cause and the date on which the Contractor affects a cure or the Contract expires without renewal or is terminated.
- (b) The State may terminate this Contract immediately for cause and without any cure period.

Should the State exercise its option under item (a) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (b) above. Additionally, should the State terminate this Contract under this provision, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The State may determine that the proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the effort of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines may provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP Documents, the State may terminate this Contract for its convenience.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring that its operations are carried out in an efficient, professional, legal, and secure manner. Therefore, the State will have the right to require the Contractor to remove any individual involved in the Work, if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor must follow the procedures identified above for replacing unavailable people. This provision also applies to people that the Contractor's subcontractors engage, if they are listed by name or as a key person in the RFP Documents.

Suspension and Termination. The State may terminate this Contract, if in the State's sole discretion, the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State also may terminate this Contract if the Contractor violates any law or regulation in doing the Work, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Contract on written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

If a third party is providing funding for the Work, the State also may terminate this Contract should that third party fail to release any funds for the Work. The RFP Documents normally identify any third party source of funds for the Work, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor must immediately cease all activity on the Work and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor also must immediately prepare a report and deliver it to the State. The report must be all-inclusive and must detail the Work completed at the date of termination, the percentage of the Work's completion, any costs incurred in doing the Work to that date, and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor also must deliver all the completed and partially completed Deliverables to the State with its report. But if the State determines that delivery in that manner would not be in its interest, then the State may designate a suitable alternative form of delivery, which the Contractor must honor.

If the State terminates this Contract for cause, the State will be entitled to cover for the Work by using another Contractor on such commercially reasonable terms as the State and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Work that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted proper documentation for such, with the documentation reflecting the amount that the State determines it owes to the Contractor. The State will make that determination based on the lesser of the percentage of the Work completed or the hours of work performed in relation to the estimated total hours required to perform all the Work.

The State will have the option of suspending rather than terminating the Work, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Work rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Work after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the State will calculate the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience, and the State will make no payment under this provision to the Contractor until the Contractor submits proper documentation. If the State decides to allow the Work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed Work.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Work just as is required by this Section in the case of termination. After suspension of the Work, the Contractor may not perform any Work without the consent of the State and may resume the Work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Work. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State may not suspend the Work for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Work within the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and must indemnify the State for any liability to them. Notwithstanding the foregoing, each subcontractor must hold the State harmless for any damage caused

to them from a suspension or termination. They must look solely to the Contractor for any compensation to which they may be entitled.

Representatives. The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "Work Representative." The Work Representative will review all reports the Contractor makes in the performance of the Work, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Work. The Work Representative may delegate his or her responsibilities for individual aspects of the Work to one or more managers, who may act as the Work Representative for those individual portions of the Work.

The Contractor's Project Manager under this Contract will be the person identified on the RFP Documents as the "Project Manager." The Project Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Project Manager will conduct all Work meetings and prepare and submit to the Work Representative all reports, plans, and other materials that the RFP Documents require from the Contractor. The Contractor's Operations Manager may assume this role after the Project is complete, if the Contractor has proposed a different person for this Position.

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the Project Manager without the approval of the State if that person is identified in the RFP Documents by name or as a key individual on the Work.

Work Responsibilities. The State will be responsible for providing only those things, if any, expressly identified in the RFP Documents. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and equipment or has voluntarily waived an inspection and will use the equipment and facilities on an "as is" basis.

The Contractor must assume the lead in the areas of management, design, and development of the Work. The Contractor must coordinate the successful execution of the Work and direct all Work activities on a day-to-day basis, with the advice and consent of the Work Representative. The Contractor will be responsible for all communications regarding the progress of the Work and will discuss with the Work Representative any issues, recommendations, and decisions related to the Work.

If any part of the Work requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor must complete an installation letter and secure the signature of the Work Representative certifying that installation is complete and the Work, or applicable portion of it, is operational. The letter must describe the nature, date, and location of the installation, as well as the date the Work Representative certified the installation as complete and operational.

Unless otherwise provided in the RFP Documents, the Contractor is solely responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Work and maintaining them throughout the duration of this Contract.

Changes. The State may make reasonable changes within the general scope of the Work. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Work, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery

schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Office of Information Technology for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will get a credit for the work no longer required under the original scope of the Work. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable adjustments for Change Orders also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Work, as provided in the RFP Documents.

Excusable Delay. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

Independent Status of the Contractor. The parties are independent of one another, and the Contractor's Personnel may act only in the capacity of representatives of the Contractor and not as representatives of the State. Further, the Contractor's Personnel will not be deemed for any purpose to be employees, representatives, or agents of the State. The Contractor assumes full responsibility for the actions of the Contractor's Personnel while they are performing under this Contract and will be solely

responsible for paying the Contractor's Personnel (including withholding, and paying income taxes and social security, workers' compensation, disability benefits and the like). The Contractor may not commit, and is not authorized to commit, the State in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

Publicity. The Contractor may not advertise or publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing.

PART THREE: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

Confidentiality. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records excluded by Ohio law from public records disclosure requirements.

The Contractor may not disclose any Confidential Information to third parties and must use it solely to do the Work. The Contractor must restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Work. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor must cause all of its Personnel who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Contractor first must obligate them to the requirements of this section.

Handling of the State's Data. The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must:

- (1) Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
- (2) Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
- (3) Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
- (4) Maintain appropriate identification and authentication process for information systems and services associated with State data.
- (5) Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
- (6) Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data.

The Contractor must use appropriate measures to ensure that State's data is secure before transferring control of any systems or media on which State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation,

people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State data or the infrastructure associated with State data.

In case of an actual security breach that may have compromised State data, including but not limited to loss or theft of devices or media, the Contractor must notify the State in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession. Such identity theft protection must be reasonably comparable to the standard service that Debix, Inc. offers.

Ownership of Deliverables. In the case of hosted services, the State will receive a license only to use the Commercial Material and any customization to the Commercial Materials during the term of the Contract, or an applicable order under it, and the license will expire on termination of the Contract without renewal. This includes all Commercial Software, including its source code and documentation. All data contained in the Wild Ohio Customer Relationship Management System will belong solely and exclusively to the State.

Within 30 days of notification of termination of this Contract, or an order under it, the Contractor must provide the State with a dedicated data files suitable for importation into commercially available database software (e.g., MSAccess or MS-SQL) The dedicated data files will be comprised of the State's data contained in the State's system.

The structure of the relational database will be specific to the State's data and will not be representative of the Contractor's proprietary database.

License in Commercial Material. As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense, is commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media.

Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP Documents or as an attachment referenced in the RFP Documents, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to the State's Confidential Information. Otherwise, the State will have the same rights and duties permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (6) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (6) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

- (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduced for safekeeping (archives) or backup purposes;
- (4) Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract;
- (5) Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract; and
- (6) Used or copied for use in or transferred to a replacement computer.

Commercial Software delivered under this Contract is licensed to the State without disclosure restrictions unless it is clearly marked as confidential or secret. The State will treat any Commercial Software that is marked as confidential or secret as Confidential Information to the extent that such is actually the case.

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

General Warranties. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work

and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in the RFP Documents.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control and security for the State's data, systems, and networks; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Project. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount withheld from the State for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

Compensation. The Contractor will be compensated for the Work by withholding the appropriate fees (the "Fee") from money collected before transferring the funds to OSP. All funds collected, with the exception of the money withheld to cover the Contractor's Fees, must be electronically transferred to the State on the next business day after the funds are collected.

It will be the responsibility of the Contractor to collect overnight fees for campsites, cottages, and Getaway Rentals that are reserved via the website or call center. The amounts to be collected by the Contractor will be determined in the OSP's Business Rules.

The Contractor is contractually responsible for full risk of loss for any funds received or owed to Contractor for payments on behalf of the State until funds are actually deposited to the specified State bank account(s).

The Contractor must be able to identify State funds on the next business day following the transaction. All funds received by the Contractor minus the Contractor's Fee will be electronically deposited into the specified State bank account(s) no later than the next business day after the Contractor received the funds.

The Contractor must permit State auditors and ODNR auditors to review all financial activities, records, and files, including bank accounts holding the State funds or through which State funds are processed.

Funds will be settled through an electronic deposit of gross receipts minus the Contractor's Fees. Each business day, the Contractor will provide settlement to the State such that the proceeds from the payment and credit records are deposited into the specified State bank account(s) no later than the next business day after the payment and credit records are identified as State funds.

The Contractor will indemnify and hold harmless the State and any State agency authorized to receive services under this Contract, and the employees of the State and those agencies, from and against any and all claims, losses, costs, damages, liabilities and expenses related to this Contract, which results from:

- A failure by Contractor or its subsidiaries, affiliates, agents, subcontractors, representatives or employees, to comply with any applicable federal, state, or local law, rule, or regulation.
- The negligent act or omissions or the breach of Contract by Contractor, its subsidiaries, affiliates, agents, subcontractors, representatives or employees.
- Fraudulent or intentional acts by the Contractor or its subsidiaries, affiliates, agents, subcontractors, representatives or employees.

The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Work or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Work tied to the applicable milestone or period.

The State may deduct the disputed amount from the Fee as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold funds otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Work Manager, the Contractor's executive responsible for the Work, the Work Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of funds affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

If the State later disputes the amount received by the Contractor, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor must reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

GENERAL EXCLUSION OF WARRANTIES. THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT.

Indemnity for Property Damage and Bodily Injury. The Contractor must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out of the performance of this Contract, provided that such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the projected or actual cost of all products/ services per fiscal year of this Contract. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

PART FIVE: ACCEPTANCE AND MAINTENANCE

Standards of Performance and Acceptance. There will be a period for performance testing of the completed Project. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. The performance period will last up to 90 calendar days, during which time the Project must meet the standard of performance required by the RFP Documents for 30 consecutive calendar days. The performance criteria in the RFP Documents will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP Documents. Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP Documents. This section applies to the Project, and any part of it, as well as replacements or substitutes for the Project after completion of a successful performance period.

If the Project does not meet the standard of performance during the initial performance period, the State will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until the Contractor demonstrably corrects all outstanding problems, the second performance period will not start, and the State will not accept the Project (or part thereof). The second performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive calendar days or until the 90-day performance period has ended without meeting the standard of performance.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the second performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State may request a correction or replacement of the relevant portion of the Project.

The Project may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed on the RFP Documents for each part of the Project that will be independently tested and accepted. However, unless the RFP Documents expressly provide otherwise, the failure of any independently tested component to meet its acceptance criteria will give the State the right to reject the entire Project. Alternatively, if the State determines that it is in the State's interest to reject only the part of the Project that was independently and unsuccessfully tested, it may do so. If the State chooses this option, the State will be entitled to a refund or credit toward the Contractor's Fee equal to the cost of acquiring a replacement for the rejected component.

The acceptable level of performance for the Project will be 98.5%, unless otherwise specified in the RFP Documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational and all functions of the Project are available to its users. The number of "working hours" means the total number of working hours for the period during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

The Project "downtime" is that period when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP Documents, the user documentation, or the published technical specifications. During a period of downtime, the State may use operable components of the Project when that will not interfere with repair of inoperable components of the Project. Downtime will start from the time the State notifies the Project Manager of the inoperable condition of the Project until the Project is returned in proper operating condition.

The Project will not be accepted until the performance period is complete.

Should it be necessary, the State may delay the start of the performance period, but the delay will not exceed 30 consecutive calendar days after the scheduled date for implementation of the Project. Such a delay will not be considered a suspension of work under the Suspension and Termination section of this Contract.

Passage of Title. Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State. This does not apply to the system itself. The State does not want title to the system.

PART SIX: CONSTRUCTION

Entire Document. This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous statements or agreements, whether oral or written.

Binding Effect. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

Amendments – Waiver. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

Severability. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Headings. The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

Notices. For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

Continuing Obligations. The terms of this Contract will survive the termination or expiration of the time for completion of Work and the time for meeting any final payment of compensation, except where such creates an absurdity.

Time. Unless otherwise expressly provided, any reference in this document to a number of days for an action or event to occur means calendar days, and any reference to a time of the day, such as 5:00 p.m., is a reference to the local time in Columbus, Ohio.

PART SEVEN: LAW AND COURTS

Compliance with Law. The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

Drug-Free Workplace. The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Conflicts of Interest. None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Work to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related

to this Contract. And the Contractor must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ethics, Executive Order, Political Contributions. The Independent Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws.

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

The Independent Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Unresolved Finding for Recovery. If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

Equal Employment Opportunity. During the Work, the Contractor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The Contractor must ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Contractor must post notices with the provisions of this section in conspicuous places that are available to employees and applicants and must state in all solicitations and advertisements for employees that it is an equal opportunity employer.

Injunctive Relief. Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

Assignment. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

Governing Law. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

**ATTACHMENT FIVE
SAMPLE CONTRACT**

**A CONTRACT BETWEEN
THE OFFICE OF INFORMATION TECHNOLOGY
ON BEHALF OF THE**

AND

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1030, entitled _____, is between the State of Ohio, through the Office of Information Technology, on behalf of _____, and _____ (the "Contractor").

This Contract consists of this RFP, including all attachments, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It also includes any materials incorporated by reference in the above documents, any purchase orders, and Change Orders issued under the Contract. The form of the Contract is this one page attachment to the RFP, which incorporates by reference all the documents identified above. The General Terms and Conditions for the Contract are contained in another attachment to the RFP. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, Change Orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of _____, 20____, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

TO SHOW THEIR AGREEMENT, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
OFFICE OF INFORMATION TECHNOLOGY

SAMPLE – DO NOT FILL OUT

By: _____

By: R. Steve Edmonson

Title: _____

Title: Director/State Chief Information Officer

Date: _____

Date: _____

**ATTACHMENT SIX
CONTRACTOR PERFORMANCE FORM**

The offeror must provide the following information for the past seven years. Please indicate yes or no in each column.

Yes/No	Description
	The offeror has had a contract terminated for default or cause. If so, the offeror must submit full details, including the other party's name, address, and telephone number.
	The offeror has been assessed any penalties in excess of \$10,000, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The offeror was the subject of any governmental action limiting the right of the offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The offeror, any officer of the offeror, or any owner of a 20% interest or greater in the offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The offeror, any officer of the offeror, or any owner with a 20% interest or greater in the offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the offeror's Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the offeror's performance on the Work, and the best interests of the State.

**ATTACHMENT SEVEN
OFFEROR PROFILE SUMMARY**

**OFFEROR REQUIREMENTS
CONTINUED**

REQUIREMENT: Offeror or its proposed subcontractor must have successfully completed the installation of hardware and software for a minimum of three (3) system implementation projects of significant complexity (minimum of 25 workstations). The system implementation projects must have been completed for an organization with needs similar to the OSP.

If the offeror is using a subcontractor to meet this requirement, insert the subcontractor name in the adjacent box:	Subcontractor, if applicable	
Company Name:	Contact Name: (Indicate Primary or Alternate) Contact Title:	
Company Address:	Contact Phone Number: Contact Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year
<p>List Related Service Provided:</p> <p>Describe how the Related Service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p> <p>How many workstations were installed for this project?</p> <p>Describe what the needs for this organization?</p>		

**ATTACHMENT SEVEN
OFFEROR PROFILE SUMMARY**

**OFFEROR REQUIREMENTS
CONTINUED**

REQUIREMENT: Offeror must have successfully implemented and managed three (3) point of sale related projects.

Company Name:	Contact Name: (Indicate Primary or Alternate) Contact Title:	
Company Address:	Contact Phone Number: Contact Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year
<p>List Related Service Provided:</p> <p>Describe how the Related Service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p> <p>Describe any point of sale related features included with this projected? List Related Service Provided:</p> <p>Describe how the Related Service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p> <p>Describe any point of sale related features included with this project?</p>		

**ATTACHMENT SEVEN
OFFEROR PROFILE SUMMARY**

**OFFEROR REQUIREMENTS
CONTINUED**

DESIRABLE: Within the past five (5) years, the offeror must have operated a call center and internet reservation system which takes and tracks reservations for campsite, cottage or other overnight outdoor recreational accommodations.

Company Name:	Contact Name: (Indicate Primary or Alternate) Contact Title:	
Company Address:	Contact Phone Number: Contact Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year
<p>List Related Service Provided:</p> <p>Describe how the Related Service shows the offeror's experience, capability, and capacity to develop the Deliverables or to achieve the Work:</p> <p>How many reservations, annually, were made through the reservation system?</p> <p>How kinds of facilities were tracked? How many of each facility?</p>		

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
(Experience and Qualifications)**

CANDIDATE REFERENCES CONTINUED

Candidate's Name:

Client Company:	Client Contact Name:	Client Contact Title:
Client Address:		Client Contact Phone Number: Email:
Work Name:	Beginning Date of Employment: <small>Month/Year</small>	Ending Date of Employment: <small>Month/Year</small>

Description of services provided that are in line with those to be provided as part of the Work:
Description of how client work size and complexity are similar to the Work:

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
(Experience and Qualifications)**

CANDIDATE EDUCATION AND TRAINING

Candidate's Name:

Education and Training. This section must be completed to list the education and training of each key candidate and must demonstrate in detail the key candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

EDUCATION AND TRAINING	MONTHS/ YEARS	WHERE OBTAINED	DEGREE/MAJOR YEAR EARNED
College			
Technical School			
Other Training			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)
Project Manager**

Candidate's Name:

Requirement: A minimum of 60 months project management experience as the Project Manager. A maximum of 36 months of the 60 months experience may include working as an Assistant or Deputy Project Manager. *(Only one candidate may be proposed for this position. The Proposed Operation Manager may be proposed as the Project Manager position.)*

Company Name:	Contact Name: <small>Primary or Alternate</small>	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>	
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:</p> <p>How many months were in a Project Manager position?</p> <p>How many months were in an Assistant or Deputy Project Manager position?</p>			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
(Experience and Qualifications)**

**CANDIDATE REQUIREMENTS
CONTINUED
Project Manager**

Candidate's Name:

Requirement: Project Management Institute (PMP) Certification. *(Only one candidate may be proposed for this position. The Proposed Operation Manager may be proposed as the Project Manager position.)*

School or Organization Name:	School or Organization Contact Name:	
Address:	Phone Number:	
Training Name:	Beginning Date of Training: <small>Month/Year</small>	Ending Date of Training: <small>Month/Year</small>
Attach or include a copy of the certification here.		

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)
Call Center Supervisor**

Candidate's Name:

Requirement: A minimum of 60 months experience in a supervisory position with at least 12 months in a call center setting. *(Only one candidate may be proposed for this position.)*

Company Name:	Contact Name: <small>Primary or Alternate</small>	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: <small>Month/Year</small>	Ending Date of Experience: <small>Month/Year</small>	
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:</p> <p>How many months were in a supervisory position?</p> <p>How many months were in a call center setting?</p>			

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY
(Experience and Qualifications)**

**CANDIDATE REQUIREMENTS
CONTINUED
Call Center Supervisor**

Candidate's Name:

Requirement: Must have documented training in customer service techniques. (*Only one candidate may be proposed for this position.*)

School or Organization Name:	School or Organization Contact Name:	
Address:	Phone Number:	
Training Name:	Beginning Date of Training: <small>Month/Year</small>	Ending Date of Training: <small>Month/Year</small>
Attach or include a copy of the certification here.		

**ATTACHMENT EIGHT
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
(Experience and Qualifications)
Account Manager**

Candidate's Name:

Requirement: A minimum of 60 months experience in financial management with at least 24 months in a supervisory capacity. *(Only one candidate may be proposed for this position.)*

Company Name:	Contact Name: Primary or Alternate	Contact Title:	
Address:		Contact Phone Number:	
		Email Address:	
Work Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
<p>Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:</p> <p>How many months were in a financial management position?</p> <p>How many months were in a supervisory position?</p>			

ATTACHMENT NINE GLOSSARY

Abandon Rate – The ratio of incoming, operator-answered calls to total calls to an operator, as measured by the Call Center phone switch. Calls answered by the IVR or not put in queue for an operator do not count toward this measurement.

Call Center – Where customers may call to make reservations.

Central Reservation and Point of Sale System – The overall project, which includes the following modules:

- Campsite, cottage, Group Camps and Getaway Rental reservations and registrations
- Point of sale
- Gift card sales and redemptions
- Tee time management
- Reservation Call Center
- Help Desk
- Day Use Facility Reservations
- Seasonal Boat Dock Management
- On Line Merchandise Sales
- Customer Loyalty Program

Check-In – Confirm arrival at a reserved campsite, cottage or Getaway Rental.

Day use facility – A facility that is not available for overnight use. Examples include picnic shelters and day lodges.

DR – Disaster Recovery.

Facility – Features in a park, including campsites, cottage, Getaway Rentals, picnic shelters, day lodges, and boat docks.

Field – A park or a specific location within a park, such as a camp office or store.

Getaway Rentals – Overnight facilities that are available for rent in campgrounds. These include Cedar Cabins, Yurts, Cabents, Rent-a-RV, Camper Cabins, Rent-a-Camps and Canvas Teepees.

Gift Card – A card used in lieu of cash at OSP facilities.

Group Camp – an area within a park that is available for overnight rental by an organized group.

Hold – Tool for field locations to take sites out of the inventory for administrative purposes.

Inventory (campsites/cottages) – When referring to campsites or cottages, inventory means the sites that are available for reservation and/or registration.

Inventory (product) – Products available for sale.

JAD sessions – Joint Application Development.

ODNR – Ohio Department of Natural Resources.

OSP – Ohio State Parks.

Real Time – Environment where transactions are handled by the system immediately and not held in a batch for processing at a later time.

Registration – Process by which a walk-in customer secures a campsite, cottage or Getaway Rental.

Reservable Sites – Campsites that can be reserved by the public.

Reservation – An advance booking of a campsite, cottage or Getaway Rental for a specific time period in the future.

Retail Outlets – Any OSP facility that handles money.

Reservation Double Booking – A second reservation has been made after an advance booking of a campsite, cottage or Getaway Rental.

Site General – A reservation where a customer is able to make a reservation for a particular campground that is not tied to a site. The actual site is selected or assigned upon arrival at the park.

Site Specific – A reservation that is tied to a specific campsite or cottage within a campground.

VSAT – Very Small Aperture Terminal, a satellite based communications system.

**ATTACHMENT TEN
SYSTEM FUNCTIONAL REQUIREMENTS**

Functional Requirements	Currently Available	Available after Customization
Reservation System for Overnight Facilities		
With the exception of 10-15% of the camping sites at each campground which are held for walk-ins only, all campground sites, cottages and Getaway Rentals and selected Group Camp areas in the Ohio State Park system must be reservable through the call center, the internet web page or the park office. Any site that is reservable and not occupied must be available to walk-in customers.		
The reservation system must use real time technology to transmit data between the parks, the internet site, the call center and the contractor's data storage system so that users can see a continuously up to date inventory of available campsites, cottages, Getaway Rentals and group camps.		
The reservation system must be capable of electronically loading historical data so that no reservation or customer data will be lost.		
The system must allow reservations to be made at any time of day via the internet. The system must also allow for modifications or cancellations of existing reservations through the internet.		
The system must provide the ability to check on the status of any reservation at any time from any workstation in the system.		
Any changes in campsite, cottage, Getaway Rentals or Group Camp status as a result of a reservation, a reservation cancellation or a reservation change must be immediately available for the effected campground workstation, the call center and the public website to view.		
OSP must maintain the ability to place any sites designated as reservable sites on hold for administrative purposes. Sites that are placed on hold must be removed from the available site inventory and must not be subject to reservations during the hold period until released by the park.		
The reservation system must allow for reservations to be accepted up to the time of arrival for all campground/ cottages in the system.		
The system must be structured to prevent "overbooking" of any particular facility.		
The reservation system must collect a customer name, address, phone number, email address and vehicle license number. For campsites, the system must also collect information about equipment type, such as camper, tent, or motor home. Also, for group camps, the system must collect the name of the group and the contact information for a responsible party if different from the person making the reservation.		
The reservation system will not permit a customer to make consecutive or overlapping reservations for the same person in the same campground.		
The reservation system must be structured to allow multiple reservation periods in any separately administered campground.		
Each reservation will have its own unique identification number. Any extension of an existing reservation must be considered part of the original reservation and must have the same reservation identification number as the original reservation.		
The system must be capable of registering walk-in customers.		
The system must be able to easily check-in customers who have made reservations.		
The system must be capable of allowing the check-in of multiple sites in a single transaction, even if reserved under different reservation numbers or names.		

The system must show any outstanding balances due when checking-in a customer.		
The system must be able to print camping permits.		
The system must be able to generate email confirmations for all reservations, cancellations or modifications completed via the internet.		
The system must have the ability to allow customers to view their reservation histories on the internet. Reservation histories must include park name, dates of visit, reservation ID number and site or cottage number.		
The system must have the flexibility to deal with unique conditions or requirements at the individual parks (i.e., minimum stays in cottages).		
The system must also have the flexibility to meet the changing needs of OSP and the individual parks over the term of the contract.		
The reservation system must conform to the business rules adopted by OSP. A copy of the current business rules is provided in the Supplements. The business rules are subject to change, and the system must be updated to conform to any changes.		
The system must be structured such that all fees including applicable taxes to be charged for overnight rentals will be calculated by the reservation system software.		
The system must account for discount programs that may be added, revised or discontinued over the term of this contract. Information on current discount programs may be found in the Supplements.		
The system must calculate and collect any additional fees that result from a change in a reservation or registration.		
The system must calculate any refund owed to a customer as a result of a change in a reservation or registration.		
The reservation system will allow queries from the field workstations in order to determine the occupancy status of other campgrounds/cottages/Getaway Rentals or Group Camps in the system.		
The system must be structured to allow for both site/cottage-standard and site/cottage-specific within a single calendar year.		
The total fees for internet based reservations must be displayed for the customer to review prior to proceeding to a "check-out" screen. Customers making reservations through the call center must be informed of the total cost of their reservation and asked to confirm that they want to continue with the reservation before being asked for payment.		
The software will advise an Internet user who is unsuccessful in making a reservation because of established software parameters, the reason why the reservation could not be completed. The Call Center operators must also have the ability to explain to a customer why a requested reservation cannot be completed.		
The internet site must be easy to navigate and have the look and feel of an OSP website, with all content approved by OSP.		
The internet site must have the capability of allowing clickable links to the OSP website or other sites approved by OSP.		
The internet site must allow users to search multiple parks for available campsites based on a customer's desired features. Features must include park name, region of the state, type of facility, amenities (ie electric, full hook up, etc.) and park features (ie boating, trails, beach).		
The software will provide reservation functionality for reservations for at least the following listed attributes. These attributes must be visible to users of the internet reservation site, and the information must be available to call center operators so the operators can provide the information to call center customers:		

<p>Campsites Required Attributes</p> <ul style="list-style-type: none"> • Park – name of park; • Site Number – the number assigned to the campsite within the park; • Type - Full Hookup sites, Electric sites, Non-electric sites, Tent sites, Premium sites, or other types as may be designated by the OSP; • Site Status – reserved, registered, available, closed, or held for administrative reasons; • Pet or Non-Pet Site – Identify each site to determine if a pet is permitted on the site; and • Cost per Night 		
<p>The following attributes may also be included to provide customers with additional information about specific campsites:</p> <ul style="list-style-type: none"> • Shade - Full, partial, none; • Pad Grade – level, slight, moderate, severe; • Total vehicle pad length – Length in feet; • Vehicle pad surface – asphalt, stone, grass, other; • Tent pad size - none, small 8x8, medium 10x10, large 12x12, extra large; • Site Dimensions; and • Distance to certain park features – shower house, beach, etc. <p>Other items may be included as well.</p>		
<p>Getaway Rentals Required Attributes</p> <ul style="list-style-type: none"> • Park – name of park; • Type - Cedar Cabin, Yurt, Rent-a-Camp, Camper Cabin, Rent-a-R.V, or other type as may be designated by the OSP; • Site Number – the number assigned to the Getaway Rental site within the park; • Site Status – reserved, registered, available, closed, or held for administrative reasons; • Included Items – list of what equipment is provided with the Getaway Rental; • Pet Site – Identify each site to determine if a pet is permitted on the site; and • Cost per Night. 		
<p>The following attributes may also be included to provide customers with additional information about specific Getaway Rental.</p> <ul style="list-style-type: none"> • Site Dimensions • Distance to certain park features – shower house, beach, etc. <p>Other items may be included as well.</p>		

<p>Cottages Required Attributes</p> <ul style="list-style-type: none"> • Park – name of park • Type - Premium, Preferred, Basic Family, Wood Burner's, ADA, smoking/non smoking, or other types as may be designated by the OSP. • Cottage Number – the number assigned to the cottage within the park • Cottage Status – reserved, registered, available, closed, or held for administrative reasons. • Included Items – list of what equipment is provided with the cottage (cookware, linens, fireplace, bunk beds, etc.) • Pet Friendly – Identify each cottage to determine if a pet is permitted on the site. • Cost per Night 		
<p>The following attributes may also be included to provide customers with additional information about specific cottage.</p> <ul style="list-style-type: none"> • Distance to certain park features – shower house, beach, etc. <p>Other items may be included as well.</p>		
<p>Group Camps Required Attributes</p> <ul style="list-style-type: none"> • Park – Name of Park • Site Number • Status - reserved, registered, available, closed, or held for administrative reasons. • Type - electric, non-electric, walk-in only, etc. • Maximum Occupancy • Cost Per Night • Distance to Certain Park Features – shower house, restrooms, etc. 		
<p>The software must provide the option of displaying facility availability in a <u>grid format</u> for the following attributes:</p> <ul style="list-style-type: none"> • All sites / cottages on a grid format; • From any starting date in the past to the maximum window in the future; • For any date range within the maximum reservation window; and • Indicate whether the site is Open, Reserved, Registered, or Held. <p>Operator must have the option to printout any portion of the grid.</p>		

<p>The software will provide for an interactive <u>map system</u> for each park with the following minimum attributes:</p> <ul style="list-style-type: none"> • A main park map showing the entire park; • An accurate, detailed color map of the campground/cottages areas. The Call Center operator or Internet customer must be able to identify proximity of each site or cottage to park attributes including water, restrooms, playgrounds and other nearby recreation attractions, physical features (such as lakes, rivers, and trails) entrance to the park, and public roadways on this map. • Clickable hotspots to bring up maps of smaller park areas such as camp loops. • Each map will have a north compass arrow, and all maps for a particular park must be oriented in the same direction, preferably north at the top. • Each site/cottage on the map, at a minimum, will display site/cottage number, type of site/cottage, pet or no pet, and status through symbols, color-coding, and/or alphanumeric characters. • Each site/cottage will have a pop-up table showing all site/cottage attributes that is activated by clicking the site/cottage on the map. • Sites must be reservable directly from the map. • The map must be easy to use by the public. <p>OSP is able to provide base campground maps for all campgrounds in EPS, PDF or SVG formats. The Contractor will need to add the interactive functionality to the map.</p>		
Security Levels		
<p>The system must provide for a minimum of four (4) levels of user authorities as follows:</p> <ul style="list-style-type: none"> • Customer Service Level - This level must have access to all registration, reservation and point of sale functionality. This includes on-line tee times, if applicable. This level will also need access to the reports or functions necessary to close out a cash drawer. • Supervisor Level - This level must have access to all of the Customer Service Level functions as well as the ability to access all reports and inventory functions. • Park Manager Level - This level must have access to all Customer Service and Supervisor Level functions as well as the immediate ability to assign staff to appropriate access levels without the use or involvement of the contractor • Central Office Level - This level must have access to all functions of the system for all parks from the OSP Offices in Columbus. Additionally, Central Office Level users must be able to log-on to each park individually. 		
Call Center Operations		
<p>The Call Center must be operated during the following hours: 7:00 a.m. to 7:00 p.m. Eastern Standard (or Daylight Savings) Time each day, seven days a week.</p>		
<p>The Call Center must only accept checks, money orders, gift cards, bank affiliated debit cards or credit cards as payment for any reservations made through the call center.</p>		
<p>The Call Center must meet the minimum standards as outlined in the Standards section of this RFP.</p>		
<p>The Call Center must be able to direct any incoming calls from customers seeking reservations at Concession operated facilities, mainly State Park Lodges, to the correct reservation number for that particular facility.</p>		
<p>Call Center operators must be able to explain information about agency policies to the customer. The Call Center operators must also have information, supplied by OSP, on special events or other park specific information available</p>		

to them to respond to questions from customers.		
If no sites are available in a customer's requested OSP facility, Call Center operators must refer guests to other nearby OSP facilities or local private campgrounds. Operators should offer the OSP facilities before offering private campgrounds.		
All calls to the Call Center must be recorded and retained for a minimum of 30 days after the final day of the reservation.		
Tee Times		
The system will allow for tee times to be made on-line for any of the two (2) courses or at the pro shop for that specific course.		
The system must be a real time system to avoid double booking of tee times.		
Tee times must be available 12 months in advance. Tee times must not be available through the internet or call center for play on the same day. Same day tee times must be handled by the pro shop.		
The system must allow one person to reserve tee times for up to two (2) groups on the same day at the same course		
The pro shop must have the ability to hold tee times for administrative purposes.		
The tee time system must be integrated with the point of sale component to allow for one payment for golfers who want to pay for green fees, cart rental and a merchandise purchase in a single transaction.		
Reports		
The system must allow OSP staff to access and run reports on a daily basis that include limited variations of the following information:		
<ul style="list-style-type: none"> • Detailed Operator Report – This report must provide all sales transactions that a specific user completed for a specified park/all parks and date range. The report must include Date, Item Number, Item Description, Discount, and Method of Payment. See sample report #1. 		
<ul style="list-style-type: none"> • Operators Collection Report – This report must provide a summary of all sales transactions that all users completed for a specified park/all parks and date range. This report will must include Date, Item Number, Item Description, Discount, and Method of Payment. This report must also include a park designed end of shift count sheet that will be used when closing out a terminal. See sample report #2 		
<ul style="list-style-type: none"> • POS Report – This report must provide a summary of all sales transactions by category and sub-category for a specified park/all parks and date range. See sample report #3 		
<ul style="list-style-type: none"> • Tax Report Summary – This report lists, by park, all state sales, local and county taxes collected for a specified park/all parks and date range. See sample report #4 		
<ul style="list-style-type: none"> • Revenue Transmittal Report – This report must list all revenue, by revenue account, and shows totals by category of account. This report can be run by park/all parks and date range. This report can be sorted to show either cash/check transactions or credit card transactions. See sample report #5 		
<ul style="list-style-type: none"> • Cancellation Adjustment Report – This report is used to capture refund information for reservations and POS transactions for shopping carts that are no longer accessible. See sample report #6 		

<ul style="list-style-type: none"> •Arrival Report – This report must show all arrivals for a specific date. The report must include occupant name; reservation ID; site, Getaway Rental or cottage number, Group Camp area or Day Use Facility; number in party; equipment; departure date; balance due (for cottages); any discounts and name of person making reservation. Once a camper has fully checked-in, that camper must no longer appear on the Arrival Report. The report must be printable and be able to be run for a period of up to 14 days. The user must be able to select start and end dates for the report. The report must be structured so that the user can run a report for campsites only, cottages only, Getaway Rentals only, Group Camps only, Day Use facilities only or any combination of these. See sample report #7 		
<ul style="list-style-type: none"> •Sales and Commission Summary – This report lists sales and nights for a specified park/all parks and date range. It categorizes the sales by internet, field (park location) and call center. This report must show gross sales by cash/check, credit card and gift cards, cancellations, voids and adjustments to get to a net sales and nights figure. This report will list sales from campsites, Getaway Rentals, cottages, Group Camps, and Day Use Facility rentals and point of sale items by revenue area. See sample report #8 		
<ul style="list-style-type: none"> • Concession Revenue Report – This report will show all revenue from concession operated facilities by park/all parks. Information must be displayed by park and by Concessionaire. 		
<ul style="list-style-type: none"> •Total Park Summary Report – This report must include all information from the Sales and Commission Summary plus all revenue data for concession operated facilities in the specific park/all parks. 		
<ul style="list-style-type: none"> •Cash Refund Report - A detailed report by park and date range listing the names and address of customers owed a refund via a check. This report must also list the reservation identification number, customer number and amount for each refund. This report is used to provide refunds to customers that originally paid via cash or check. See sample report #9 		
<ul style="list-style-type: none"> •Distribution Report – This report lists the number of nights sold and number of refunds. This report will also show the distribution of sales collected by cash, check and credit card. It also lists any fees and taxes paid. Totals for all the above will be listed by call center, park locations and internet. See sample report #10 		
<ul style="list-style-type: none"> •Sales and Commission Summary by Camp – This is a detailed report by park/all parks and specified date range. This report shows sales by campsite type, cottage type, and Getaway Rental type, Group Camp and Day Use Facility type as well as all POS sales for the period. These sales will be sectioned off by credit card, cash/check, and gift cards. Any commissions or adjustments made will be listed as well. See sample report #11 		
<ul style="list-style-type: none"> •POS Detail Report – This report will provide all sales transactions by category, sub-category and product for a specified park/all parks for a specified date range. See sample report #12 		
<ul style="list-style-type: none"> •Availability Report – This report shows a list of all campsites, Getaway Rentals, cottages, Group Camps and Day Use Facilities and indicates whether the site is vacant, occupied or held and if the site is local sale or reservable. The report can be run for a period of time up to 14 days, with the start date and end date determined by the user. The report can be run for both dates in the future and dates in the past. Also, the report must be structured so that the user can run a report for campsites only, cottages only, Getaway Rentals only, Group Camps only, Day Use facilities only or any combination of these. 		

<ul style="list-style-type: none"> •Occupancy Report – This report shows reservation number, occupant name, site or cottage number or Group Camp area or Day Use Facility, any discounts, number of people on site, equipment, arrival date and departure date. The report can be sorted by any of the categories listed above. The report can be run for a single day or for up to a period of 14 days. The report can be run for both dates in the future and dates in the past. The report must be structured so that the user can run a report for campsites only, cottages only, Getaway Rentals only, Group Camps only, Day Use facilities only or any combination of these. 		
<ul style="list-style-type: none"> •Equipment Requisition Form – This is an order form that allows a park to order system supplies (such as receipt printer paper, toner for contractor supplied printers, etc.) When an order is placed, the requested supplies must be sent to the specific park. 		
<ul style="list-style-type: none"> •Physical Recording Form – This is a report listing all items entered as inventory at a specific location. It is used for recording a physical inventory. 		
<ul style="list-style-type: none"> •Inventory Snapshot – This is a report of all inventories on hand at a retail location. This report must be able to print a complete inventory, or a user must be able to select a particular inventory item category and run the report for only that category. 		
<ul style="list-style-type: none"> • County Sales Tax Report – This report will show the amount of sales tax collected by county over a period of time. The user will be able to designate the time period. 		
<ul style="list-style-type: none"> •Concessionaire Gift Card Redemption Report – This report will list all gift card redemptions by Concessionaire operated facility over a specified date range. The report will include a list of gift card redemption transactions, the value of each redemption and a total amount of redemptions. 		
<ul style="list-style-type: none"> •Housekeeping Report – For Cottage Parks only, the Housekeeping Report will be utilized to determine cleaning schedules. For all cottages, the report must show by day when a cottage is vacant or occupied and if there is a check-out, check-in or both on that day. The report must be available from the current day to 15 days in the future. 		
The system must have the ability to produce other reports as needed by OSP.		
Reports must be downloadable into Microsoft Excel without additional data fields being added.		
All reports must have the ability to be printed. All printed reports must include the report title, column headings, date and time report was generated on all pages.		
Financials		
System must allow all OSP retail outlets to accept cash, credit cards, checks or gift cards as payment.		
Software must be capable of handling credit card payments at the call center, at all in-park sites, and over the Internet, and will have the following attributes:		

<ul style="list-style-type: none"> • Real-time, on-line verification to avoid customer callbacks; • Payment may be made by Visa, MasterCard, Discover Card, American Express or bank debit cards; • Any fees for the use of the cards must be paid by the Contractor; • For all workstations in the Parks, the credit card system must utilize the credit card processor designated by the State. The system may utilize another processor for transactions handled through the Call Center or website; • Acceptance of credit cards through a swipe capture feature; • If the swipe feature of the credit card module does not work, the system must allow for the capture of personal information including name on the card, credit card number, expiration date, address and zip code for fraud protection. The system must also capture the CVV number when accepting credit card information at the call center or manual credit card transactions in the parks for all card types; • The system must be secured so that personal information of customers is protected; • Software must integrate credit card transactions with reservation and transaction data. More specifically, if the processor declines a credit card transaction, the system must require the user to choose another credit card number before allowing completion of reservation and provide a reason code for the declined transaction; • Contractor's credit card processor must guarantee funds from credit card transactions transmitted directly through the call center; and <p>Credit card number and expiration dates must be encrypted. No more than the last four (4) digits of the credit card number must be displayed on transaction receipts and the expiration date must also be masked.</p>		
<p>The system must data capture all payments, including transaction number, reservation number, name and location where reservation or point of sale is taken.</p>		
<p>The system must be able to be easily adjusted to reflect changes in tax rates and tax laws.</p>		
<p>The reservation system will allow for variations in campsite/cottage fees within the same park, between parks, and for certain days of the week and certain time periods during the calendar year.</p>		
<p>The system must allow each park to make appropriate and necessary price adjustments for guests of that park for site changes, extended stays, early departures, and no-shows.</p>		
<p>The system must allow for each park to provide price adjustments to guests for up to 60 days after the departure date when the customer provides proof that they were eligible for a discount but did not use a discount during the stay or for other customer service related circumstances such as power outages.</p>		
<p>Post departure adjustments must be approved by a user at the Supervisor level and the system must provide a data field that requires the supervisor to note why the adjustment was made.</p>		
<p>In order to address credit card disputes, the system must include a component that will allow OSP central office staff to research all credit card transactions that originate from a point of sale location.</p>		
<p>The system must allow a search of credit card transactions based on date of transaction, last four (4) digits of the credit card number, amount of transaction, or customer last name. The search must return, at a minimum, receipt number for the transaction and park where transaction occurred.</p>		
<p>The system must be capable of applying up to ten (10) tax codes that are specific to the park (by type of rental structure or equipment) and for point of sale items.</p>		

The system must be able to identify funds due to the State the day following the transaction.		
The system must allow occupancy, sales and revenue data from concession-operated lodge facilities to be imported into the database. Currently these concessionaires utilize either the Micros Opera or Springer Miller System for management of the lodges. These will be non revenue and non-cash transactions that will only be included in the system for reporting purposes.		
The system must allow for revenue data from small concession operated facilities to be manually entered into the system. These will be non revenue and non-cash transactions that will only be included in the system for reporting purposes.		
The system must identify revenue by source using at least 6 numeric characters, park location using 3 alpha and 6 numeric characters, the funds using at least 4 alphanumeric characters, and settlement date using MM/DD/YY.		
Point of Sale System		
The system must have a fully integrated point of sale function that allows for the sale of merchandise and feature cash management controls, including cash drawer close out features.		
The system must have a fully developed inventory feature to track resale product inventories, including a method of tracking vendor returns and write-offs.		
The system must provide for processing of POS transactions in a manner that has the following attributes:		
<ul style="list-style-type: none"> • Assigns product numbers and corresponding revenue source of at least 6 numeric characters that correspond to a UPC code; 		
<ul style="list-style-type: none"> • Provides an itemized receipt for the purchase or rental of goods and services with a unique transaction number for each receipt; 		
<ul style="list-style-type: none"> • Displays POS products on-screen. Descriptor fields must be a minimum of 25 alpha and numeric characters; 		
<ul style="list-style-type: none"> • Allows for in-park additions of inventory using multiple entry methods. Methods must include use of bar code technology in entering inventory and performing physical inventories with a scanning device; 		
<ul style="list-style-type: none"> • Allows for Gift Card technology to be used for refunds, returns in place of cash or as a replacement for OSP issued gift certificates. This technology must be tied to the Contractor's database and operate off of the bar code scanner at the field locations. 		
The system must be able to handle the hourly or daily rental of items such as boats or bicycles.		
The system must be able to handle the sale of items that can be sold in varying quantities, such as gasoline.		
The system must seamlessly integrate historical data such as previously issued Gift Cards and POS transaction history.		
The system must only allow field users with a "Supervisor" security level to change prices on items and authorize discounts		
The point of sale component must allow for a single transaction for payment for rental of a facility and purchase of retail items.		
The system must have the ability to calculate and distribute refunds to a customer.		
The system must also be able to provide any refund of overpaid camping fees along with a purchase in a single transaction.		
The system must allow items to be added to the cart by various methods, including use of barcode scanning and one touch keys.		
The system must allow for a unique bar code to be printed so the barcodes can		

be placed on items with no barcodes.		
The name of the park where the transaction occurred must be printed on all transaction receipts.		
System must allow for point of sale functionality to take place if connectivity is lost temporarily. Transaction data must be transferred to the system database when connectivity is restored.		
Data Management		
The system must be structured as to limit the possibilities that one individual has multiple customer records in the database.		
The system must have the ability to periodically check the database for duplicate customer records for the same individual. Multiple records for the same customer must be merged into a single record so that when a customer search is performed, the system only returns one record for the individual.		
Gift Card		
The system must be capable of issuing gift cards, which must be supplied by the Contractor. OSP will approve the design of the cards.		
Gift Cards should be sold at all Park locations, OSP Central Office and through the website and Call Center.		
Gift cards must be accepted by the system for payment at all OSP retail outlets and at Concession operated facilities where gift card reading equipment is installed.		
Revenue from the sale of gift cards must be recognized by the system when the gift card is sold.		
Online Merchandise Sales		
The online store must be a secured website that sells limited amounts of OSP related merchandise (shirts, hats, novelties, etc.) and gift cards.		
The online merchandise sale system must calculate and collect all sales taxes as required by state law and including the Ohio Desintation Sales tax provisions.		
The system must calculate shipping costs using up to date zip code to zip code delivery rates for a common shipping company to be determined by OSP.		
The system must secure all personal information so that it can not be viewed by any unauthorized party.		
Only credit cards or gift cards may be accepted as payment for merchandise ordered online.		
The system must accept and process only the order. OSP staff will fulfill the order and send it out.		
The system must provide a daily fulfillment report to OSP via email so that the order can be shipped in a timely fashion.		
The system must allow OSP staff to update the website to change products or to adjust prices.		
The system must be able to compare items ordered to an inventory list to prevent orders for out of stock items.		
The system must be capable of printing out an order summary detailing what product(s) were ordered and any sizes, if applicable. The summary must also include the customer's name and mailing address. The summary must be available for OSP staff and the customer to view and/or print.		
The system must generate and send an email order confirmation for all orders.		
The online merchandise sales site must be available the same hours that the reservation components are available.		
The online merchandise system must be integrated with the internet reservation site to allow a customer to make a one payment for a merchandise purchase and reservations in a single transaction.		
Any online sales must be processed through the point of sale system.		
Day Use Facility Reservations		

The system must allow for the reservation of day use facilities, including picnic shelters and day lodges.		
The day use facilities must be available to reserve via the Internet, Call Center or through the park. The reservations must be made in real time so that there are no double bookings.		
The system must collect, at a minimum, the name, address, email address and phone number of the customer making the reservation. The system must also collect the name and contact information of the person responsible for the organization or function if different from the person making the reservation and number of visitors expected.		
The system must assign a unique reservation number to each day use facility reservation.		
OSP must maintain the ability to place day use facilities on hold for administrative purposes.		
When reserving a day use facility by phone, the customer must be provided with information such as facility type, maximum capacity of the facility and any amenities, such as water or electricity, available at. This information must also be available on the internet site.		
Any fees for the rental of the day use facility must be calculated by the system at the time of reservation. The system must also be able to collect any necessary fees or deposits for the day use facility.		
The system must be able to allow both half-day and full-day reservations for these day use facilities. Some facilities may be designated by OSP as available for full-day reservations only.		
The day use reservation system must have the flexibility to conform to the business rules adopted by OSP. Business rules for day-use facility rental have not been developed yet. OSP will provide a list of day-use facilities that are available for reservation through the CRS.		
Self Registration Kiosks		
The self registration kiosks will be located in a secure location selected by OSP.		
Kiosks will allow a customer to register for any available campsite in the campground or check-in to a previously reserved site.		
For registrations, Kiosks will collect the same information collected during a registration at a workstation.		
Kiosks will also allow a customer to cancel, extend or change sites in compliance with the OSP business rules and provided the original reservation or registration was paid for with a credit card.		
Kiosks will only accept credit cards or gift cards as payment for camp fees.		
Kiosks will be user friendly so that a customer may use a kiosk with minimal instructions. Instructions must be provided at the kiosk site.		
Kiosks may also contain general information (maps, special event information, etc.) for the specific park.		
Customer Loyalty Program		
The system must be able to track each overnight stay and/or point of sale transaction by customer.		
The system must utilize a unique customer ID number or a phone number as a means of tracking purchases by a specific customer.		
At certain milestone levels that are yet to be determined, the customer will be eligible for a promotional award, which could be a discount on an overnight stay or purchase, free merchandise or some other benefit.		
The tracking may be done in either a point based system or a record of actual amount spent. The decision of which method to use will be made by OSP in consultation with the contractor.		
The System must maintain a cumulative record of each person's account that will roll over from year to year.		

The System must be able to deduct points/dollars when a customer redeems the award or awards for which they are eligible.		
The System must be able to allow customers to check on the status of their loyalty account either through the Internet, Call Center or the field.		
The System must be able to notify a customer when they have achieved a benefit level.		
The System must be able to print out any reward coupons for which the customer may be eligible.		
Seasonal Boat Dock Management		
The System must track the annual licenses administered by OSP for seasonal boat docks. This will include both state owned and privately owned docks.		
For each park with docks, the System must maintain a list of dock holders and their assigned dock number and dock location. Dock holder information must include name, address, phone number, boat make and boat registration number. The system must have the flexibility to allow the Park Manager to modify this information.		
The System must allow each park to generate license agreements and cover letters that can be sent to dock holders at that park to remind the customer that the renewal is due.		
The system must also have the flexibility to add new docks as they are constructed.		
The System must be able to track dock holders whose dock privileges expired because at some facilities there is a five year limit on holding a dock.		
For each park, the System must maintain a log of annual dock licenses that are mailed, those that have been paid and licenses that are awaiting payment. The log must be viewable and printable from the park office.		
The System must calculate the appropriate fees for each dock as described in Ohio Administrative Code 1501:41-2-08 and account for any discount programs (Golden Buckeye, etc.).		
The System must accept annual payments for dock rentals online using a credit card and allow the customers to print a receipt from their home computer. The receipt must include the dock number(s) covered by the payment.		
The System must require the dock holder to accept the terms of the license agreement online prior to paying for the license.		
The System must also allow a dock holder to pay for a renewal at the park office.		
The System must generate a report that provides information on which dock licenses have been paid. The information must include dock holder information, dock number, payment date and payment type and confirmation that the license terms were accepted.		
The System must allow license agreements to be viewed/printed from a field workstation at the park where the agreement applies.		
The System must be able to maintain a list of entrants in a park specific annual dock lottery. The System must record name, address, phone number and boat information. After the lottery drawing, this information must then be easily accessed to notify lottery winners and send them the appropriate license agreements.		
The System must maintain park specific waiting lists for vacant docks. The Park Manager must be able to add names to the waiting list.		
The System must allow docks to be put in a hold status by the Park Manager for administrative purposes.		
The System must follow any applicable Business Rules adopted by OSP. These have not yet been developed.		

**ATTACHMENT ELEVEN
TECHNICAL REQUIREMENTS**

1/17/2008		Phone	Mode	# Terminals
Central Office	1 Business Group	(740) 265-6518	T1	1
Fairgrounds	2 Retail, 1 kiosk	(740) 265-6518	DSL (Vendor)	3
Alum Creek	3 Camp Office	(740) 548-4039	VSAT	3
Alum Creek	1 Park Office	(740) 548-4631	VSAT	1
A.W. Marion	1 Camp Office	(740) 477-9500	VSAT	1
Barkcamp	1 Park/Camp Office	(740) 484-4064	VSAT	1
Beaver Creek	Park Office	(330) 385-3091	VSAT	1
Blue Rock	1 Park Office	(740) 674-4794	VSAT	1
Blue Rock	1 Camp store	(740) 674-4410	VSAT	1
Buck Creek	1 Camp Office	(937) 327-4590	VSAT	1
Buck Creek	1 Park Office	(937) 322-7663	T1	1
Buckeye Lake	Park Office	(740) 467-2690	DSL	1
Burr Oak	1 Camp Office	(740) 767-3683	VSAT	1
Burr Oak	1 Park Office	(740) 767-3570	T1	1
Caesar Creek	1 Park Office	(513) 897-3055	DSL	1
Caesar Creek	2 Camp Office	(937) 488-4595	VSAT	2
Cleveland Lakefront	Park Office	(216) 881-8141	VSAT	1
Cowan Lake	2 Camp Office	(937) 383-3751	DSL	2
Cowan Lake	2 Park Office	(937) 382-1096	DSL	2
Cowan Lake	2 Commissary - Retail	(937) 383-0110	DSL	2
Deer Creek	1 Park Office	(740) 869-3124	T1	1
Deer Creek	3 Camp Office - Retail	(740) 869-3508	VSAT	3
Delaware	1 Park Office	(740) 369-2761	VSAT	1
Delaware	2 Camp Office	(740) 363-4561	VSAT	2
Delaware	2 Marina - Retail	(740) 363-6102	VSAT	2
Dillon	1 Park Office	(740) 453-4377	Cable	1
Dillon	3 Camp Office	(740) 453-4980	Cable	3
East Fork	1 Park Office	(513) 734-4323	T1	1
East Fork	3 Camp Office	(513) 724-6521	VSAT	3
East Harbor	3 Camp Office		T1	3

East Harbor	Check Station	(419) 734-4424	T1	1
East Harbor	1 Park Office	(419) 734-5857	T1	1
Findley	Camp Office	(440) 647-4490	VSAT	2
Findley	Park Office	(440) 647-5749	VSAT	1
Forked Run	Park Office	(740) 378-6206	VSAT	1
Geneva	2 Camp Office	(440) 466-8400	VSAT	2
Geneva	1 Park Office	(440) 466-3362	DSL	1
Grand Lake St. Mary's	Park Office	(419) 394-3611	T1	1
Grand Lake St. Mary's	Camp Office	(419) 394-2774	T1	2
Guilford Lake	Park Office	(330) 222-1712	Cable	1
Guilford Lake	Camp Office	(330) 222-1688	VSAT	1
Harrison Lake	Park Office	(419) 237-1503	T1	2
Hocking Hills	5 Camp/Park Office	(740) 385-6165	T1	5
Hocking Hills	2 Gift Shop - Retail	(740) 385-6215	VSAT	2
Hueston Woods	1 Park Office	(513) 523-6347	T1	1
Hueston Woods	3 Camp Office	(513) 523-1060	T1	3
Hueston Woods	2 Marina - Retail	(513) 523-8859	T1	2
Hueston Woods	Pro Shop - Retail	(513) 523-8081	VSAT	3
Indian Lake	Camp Office	(937) 843-3553	VSAT	2
Indian Lake	Park Office	(937) 843-2717	T1	1
Jackson Lake	Park/Camp Office	(740) 682-6197	DSL	1
Jefferson Lake	Park Office	(740) 765-4459	VSAT	1
John Bryan	Camp Office	(937) 767-1274	VSAT	1
Kelley's Island	Park Office	(419) 746-2546	DSL	2
Kiser Lake	Park Office	(937) 362-3822	VSAT	1
Kiser Lake	Camp Office / Marina	(937) 362-3565	VSAT	1
Lake Alma	Camp Office	(740)384-3345	VSAT	1
Catawba (Lake Erie Islands)	Park Office	(419) 797-4530	DSL	1
Lake Hope	1 Camp Office	(740) 596-4020	VSAT	1
Lake Hope	1 Park Office		T1	1
Lake Hope	2 Reservation Office	(740) 596-5253	T1	2
Lake Hope	1 Naturalist Station - Retail	(740) 596-3030	VSAT	1
Lake Loramie	2 Camp Office	(937) 295-3900	DSL	2
Lake Loramie	Park Office	(937) 295-2011	DSL	1

Lake Milton	Park Office	(330) 654-4989	DSL	1
Lake Milton	Beach Store - Retail	(330) 654-4991	DSL (Vendor)	1
Malabar Farm	3 Big House - Retail	(419) 892-2784	T1	3
Mary Jane Thurston	Park Office	(419) 832-7662	VSAT	1
Maumee Bay	Park Office	(419) 836-7758	T1	1
Maumee Bay	3 Camp Office - Retail	(419) 836-8828	VSAT	3
Maumee Bay	Nature Center - Retail	(419) 836-9117	VSAT	1
Middlebass Island	Park Office	(419) 285-0311	VSAT	2
Mohican	Park Office	(419) 994-5125	T1	1
Mohican	Commissary - Retail	(419) 994-1101	VSAT	3
Mohican	Camp Office - Retail		VSAT	3
Mosquito	Camp Office	(330) 638-5700	VSAT	2
Mosquito	Park Office	(330) 637-2856	DSL	1
Mt. Gilead	Camp Office	(419) 946-1961	VSAT	1
Muskingum River Parkway	Park Office		VSAT	1
Muskingum River Parkway	Camp Store	(740) 674-4794	VSAT	1
Paint Creek	Camp Office	(937) 981-7061	VSAT	2
Paint Creek	Park Office	(937) 365-1401	VSAT	1
Paint Creek	Marina - Retail	(937) 365-1485	VSAT	1
Pike Lake	2 Concession		VSAT	2
Pike Lake	1 Park Office	(740) 493-2212	VSAT	1
Portage Lakes	Camp Office		VSAT	1
Portage Lakes	Park Office	(330) 644-2220	DSL	1
Punderson	2 Camp Office	(440) 564-1195	VSAT	2
Punderson	Park Office	(440) 564-2279	DSL	1
Pymatuning	Park Office2	(440) 293-6030	DSL	2
Pymatuning	Camp Office 2	(440) 293-6684	DSL	2
Quail Hollow	Park Office	(330) 877-1528	Dial-up	1
Rocky Fork	Park Office	(937) 393-4284	T1	1
Rocky Fork	Camp Office3	(937) 393-3210	T1	3
Rocky Fork	Marina	(937) 393-4250	VSAT	1
Salt Fork	Park Office	(740) 439-3521	T1	1
Salt Fork	Camp Office	(740) 432-1508	VSAT	3
Salt Fork	Golf Course - Retail	(740) 432-7185	VSAT	3
Salt Fork	Beach - Retail	(740) 432-1510	VSAT	1

Scioto Trail	Park Office	(740) 663-2125	DSL	1
Scioto Trail	Camp Office	(740) 663-2102	DSL (Vendor)	1
Shawnee	Park Office	(740) 858-6652	T1	1
Shawnee	Marina	(740) 858-5061	Dial-up	1
Shawnee	Camp Office	(740) 858-4561	VSAT	2
South Bass Island	2 Park Office	(419) 285-2112	DSL	2
Stonelick	Camp Office	(513) 625-6593	VSAT	
Strouds Run	Park Office	(740) 592-2302	VSAT	2
Sycamore	Park Office	(937) 854-4452	VSAT	1
Tar Hollow	Park Office	(740) 887-4818	T1	1
Tar Hollow	Camp Office	(740) 887-2906	VSAT	1
Van Buren	Camp Office	(419) 832-7662	VSAT	1
West Branch	Park Office	(330) 296-3239	T1	1
West Branch	3 Camp Office		VSAT	3
Wolf Run	Park Office	(740) 732-5035	VSAT	1

175

VSAT	60
DSL (Vendor)	3
Dial-up (Vendor)	2
Vendor Total	<u>65</u>

T1	26
Cable	3
DSL	19
DNR-Total	<u>48</u>

**ATTACHMENT TWELVE
SAMPLE DELIVERABLE/MILESTONE SUBMITTAL FORM**

Client Name:	[Insert Client Name]
Project Name:	[Insert Project Name]
Contract Number:	[Insert Contract Number]
Deliverable To Be Reviewed or Milestone Attained:	[Insert Deliverable/Milestone Name and Work Breakdown Structure Task #]
Date Deliverable Submitted for Review or Milestone Achievement Date:	[Insert Applicable Date]

The **[insert Deliverable/milestone name]** Deliverable/milestone is complete. This Deliverable/milestone has been completed/attained by **[insert Corporate name]** in accordance with the requirements specified in the RFP and Project Plan. Please obtain signatures below indicating the compliance of **[insert Deliverable/milestone name]**. Please obtain all signatures within **XX** calendar days of the Submitted or Achievement Date, above, **[insert date XX calendar days from submitted date]**.

Please contact _____ at XXX-XXX with any questions.

Sincerely,

**[Insert Company Name]
[Insert Project Name] Project Manager**

Printed Name
Contractor Project Manager
 {Same as person signing above}

COMPLIANT: Deliverable Payment Authorized: Yes _____ No _____ N/A _____ _____ Signature of State Project Representative/Date
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NOT COMPLIANT: Describe reason(s) for non-compliance: (Continue on back if necessary) _____ Signature of State Project Representative/ Date Payment <u>Not</u> Authorized

**ATTACHMENT THIRTEEN
COST SUMMARY**

Each offeror must complete a cost summary form. The cost summary form must include any combination of a Reservation Fee, Per Night Fee, Cancellation Fee and Boat Dock License Transaction Fee. The Reservation Fee will apply to all reservations. The Per Night Fee will apply to overnight customers using OSP facilities. The Cancellation Fee will apply to cancellations made to reservations made previously through the System. The Online Dock License Fee will be charged to any boat dock license holder who chooses to pay for their dock license online utilizing the System. Dock license holders who pay through the Park office will not be assessed the transaction fee. The offeror must build all costs for the scope of work tasks 1-8 and 1,000 programming hours, into the per reservation fee and/or the per night fee shown in the table below. The total fees will be comprised of the per reservation fee, the per night fee, the cancellation fee and the online dock license fee and will be used for the cost evaluation.

For hours beyond the 1,000 programming hours, the offeror must quote an hourly rate for any additional programming requested by OSP. The quoted hourly rate will not be included in the cost evaluation. The proposed hourly rate will be charged to OSP for any requested upgrades or enhancements to the Central Reservation and Point of Sale System outside the scope of the contract and beyond the 1,000 programming hours included in the contract. Before any programming begins using either the included hours or additional hours, the Contractor must provide a change request that indicates the number of programming hours necessary to complete a requested upgrade. OSP must approve any change request prior to the beginning of any programming work.

Mandatory Fee Structure	
Per Reservation Fee	\$
Per Night Fee	\$
Cancellation Fee	\$
Boat Dock License Transaction Fee	\$
Total Fees	\$
Additional Programming Fees (per hour)	\$