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| PAGE | ORDER DATE |
| 1 of 6 | 05/26/16 |
| BUSINESS UNIT | BUYER |
| 33130463 | NANCY STORANT (AS) |

VENDOR NUMBER: 2257997

VENDOR ADDRESS:

ATHLACTION HOLDINGS LLC DBA ACTIVE NETWORK LLC 717 N HARWOOD ST STE 2500 DALLAS TX 75201-6527 State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER 71659 04

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JUNE 01, 2016 THROUGH MAY 31, 2021

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5093 Z1

Contract to supply and deliver State Park Reservation/Registration, Event Planning, Sales, and Revenue Management System to the State of Nebraska as per the attached specifications for a five (5) year period from date of award. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Dave Green Phone: 416-476-6118

Fax: 905-286-0371

E-Mail: David.Green@ACTIVEnetwork.com

(05/26/16 djo)

| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|------|-------------------------------------------------------------------------------------------|--------------|--------------------|---------------|-------------------|
| 1 | RESERVATIONS MADE AT THE CALL CENTER INITIAL CONTRACT PERIOD | 17,515.0000 | EA | 3.7500 | 65,681.25 |
| 2 | MAKE A RESERVATION ON THE INTERNET INITIAL CONTRACT PERIOD | 162,625.0000 | EA | 8.5000 | 1,382,312.50 |
| 3 | MAKE A RESERVATION AT THE PARK OFFICE INITIAL CONTRACT PERIOD | 66,820.0000 | EA | 5.5000 | 367,510.00 |
| 4 | MAKE A CHANGE TO A RESERVATION* INITIAL CONTRACT PERIOD *FIRST RESERVATION CHANGE WILL BE | 24,390.0000 | EA | 3.7500 | 91,462.50 |

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| PAGE | ORDER DATE |
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| 2 of 6 | 05/26/16 |
| BUSINESS UNIT 33130463 | BUYER NANCY STORANT (AS) |

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER

| 33130463 | | NANCY STORANT (AS) | | ACT NOWDER |
|------------------------|--|--------------------|-------|------------|
| VENDOR NUMBER: 2257997 | | | 71659 | 9 04 |
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| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|------|-------------------------------------------------------------------------|--------------|--------------------|---------------|-------------------|
| 5 | CANCEL A RESERVATION INITIAL CONTRACT PERIOD | 19,730.0000 | EA | 3,7500 | 73,987.50 |
| 6 | REGISTRATION MADE AT PARK OFFICE INITIAL CONTRACT PERIOD | 280,110.0000 | EA | 0.0000 | 0.00 |
| 7 | THERMAL RECEIPT PRINTER INITIAL CONTRACT PERIOD | 5.0000 | EA | 350.0000 | 1,750.00 |
| 8 | CASH DRAWER INITIAL CONTRACT PERIOD | 5.0000 | EA | 150.0000 | 750.00 |
| 9 | CREDIT CARD SWIPE INITIAL CONTRACT PERIOD | 5.0000 | EA | 350.0000 | 1,750.00 |
| 10 | BAR CODE SCANNER INITIAL CONTRACT PERIOD | 5.0000 | EA | 227.8200 | 1,139.10 |
| 11 | TABLET INITIAL CONTRACT PERIOD | 5.0000 | EA | 995.4500 | 4,977.25 |
| 12 | PROJECT MANAGER INITIAL CONTRACT PERIOD | 10.0000 | HR | 125.0000 | 1,250.00 |
| 13 | TRAINER INITIAL CONTRACT PERIOD | 10.0000 | HR | 165.0000 | 1,650.00 |
| 14 | BUSINESS ANALYST INITIAL CONTRACT PERIOD | 10.0000 | HR | 150.0000 | 1,500.00 |
| 15 | PRODUCT MANAGER INITIAL CONTRACT PERIOD | 10.0000 | HR | 200.0000 | 2,000.00 |
| 16 | DEVELOPER INITIAL CONTRACT PERIOD | 10.0000 | HR | 350.0000 | 3,500.00 |
| 17 | RESERVATIONS MADE AT THE CALL CENTER OPTIONAL RENEWAL PERIOD ONE | 3,503.0000 | EA | 3.7500 | 13,136.25 |
| 18 | MAKE A RESERVATION ON THE INTERNET OPTIONAL RENEWAL PERIOD ONE | 32,525.0000 | EA | 8.5000 | 276,462.50 |
| 19 | MAKE A RESERVATION AT THE PARK OFFICE OPTIONAL RENEWAL PERIOD ONE | 13,364.0000 | EA | 5.5000 | 73,502.00 |



| PAGE | ORDER DATE |
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| BUSINESS UNIT | BUYER |
| 33130463 | NANCY STORANT (AS) |

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

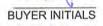
Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER 71659 04

VENDOR NUMBER:

2257997

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|-------|-----------------------------------------------------------------------------------------------|----------------------|--------------------|-----------------------------------------|-------------------|
| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
| 20 | MAKE A CHANGE TO A RESERVATION* OPTIONAL RENEWAL PERIOD ONE *FIRST RESERVATION CHANGE WILL BE | 4,878.0000 E FREE | EA | 3.7500 | 18,292.50 |
| 21 | CANCEL A RESERVATION OPTIONAL RENEWAL PERIOD ONE | 3,946.0000 | EA | 3.7500 | 14,797.50 |
| 22 | REGISTRATION MADE AT PARK OFFICE OPTIONAL RENEWAL PERIOD ONE | 56,022.0000 | EA | 0.0000 | 0.00 |
| 23 | THERMAL RECEIPT PRINTER OPTIONAL RENEWAL PERIOD ONE | 5.0000 | EA | 350.0000 | 1,750.00 |
| 24 | CASH DRAWER OPTIONAL RENEWAL PERIOD ONE | 5.0000 | EA | 150.0000 | 750.00 |
| 25 | CREDIT CARD SWIPE OPTIONAL RENEWAL PERIOD ONE | 5.0000 | EA | 350.0000 | 1,750.00 |
| 26 | BAR CODE SCANNER OPTIONAL RENEWAL PERIOD ONE | 5.0000 | EA | 227.8200 | 1,139.10 |
| 27 | TABLET OPTIONAL RENEWAL PERIOD ONE | 5.0000 | EA | 995,4500 | 4,977.25 |
| 28 | PROJECT MANAGER OPTIONAL RENEWAL PERIOD ONE | 10.0000 | HR | 128.0000 | 1,280.00 |
| 29 | TRAINER OPTIONAL RENEWAL PERIOD ONE | 10.0000 | HR | 168.0000 | 1,680.00 |
| 30 | BUSINESS ANALYST OPTIONAL RENEWAL PERIOD ONE | 10.0000 | HR | 152.0000 | 1,520.00 |
| 31 | PRODUCT MANAGER OPTIONAL RENEWAL PERIOD ONE | 10.0000 | HR | 204.0000 | 2,040.00 |
| 32 | DEVELOPER OPTIONAL RENEWAL PERIOD ONE | 10.0000 | HR | 357.0000 | 3,570.00 |
| 33 | RESERVATIONS MADE AT THE CALL CENTER OPTIONAL RENEWAL PERIOD TWO | 3,503.0000 | EA | 3.7500 | 13,136.25 |
| 34 | MAKE A RESERVATION ON THE | 32,525.0000 | EA | 8.5000 | 276,462.50 |



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| BUSINESS UNIT | BUYER |
| 33130463 | NANCY STORANT (AS) |

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

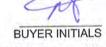
Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER 71659 O4

VENDOR NUMBER: 2

2257997

| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|------|-----------------------------------------------------------------------------------------------|----------------------|--------------------|---------------|-------------------|
| | INTERNET OPTIONAL RENEWAL PERIOD TWO | | | | |
| 35 | MAKE A RESERVATION AT THE PARK OFFICE OPTIONAL RENEWAL PERIOD TWO | 13,364.0000 | EA | 5.5000 | 73,502.00 |
| 36 | MAKE A CHANGE TO A RESERVATION* OPTIONAL RENEWAL PERIOD TWO *FIRST RESERVATION CHANGE WILL BE | 4,878.0000 E FREE | EA | 3.7500 | 18,292.50 |
| 37 | CANCEL A RESERVATION OPTIONAL RENEWAL PERIOD TWO | 3,946.0000 | EA | 3.7500 | 14,797.50 |
| 38 | REGISTRATION MADE AT PARK OFFICE OPTIONAL RENEWAL PERIOD TWO | 56,022.0000 | EA | 0.0000 | 0.00 |
| 39 | THERMAL RECEIPT PRINTER OPTIONAL RENEWAL PERIOD TWO | 5.0000 | EA | 350.0000 | 1,750.00 |
| 40 | CASH DRAWER OPTIONAL RENEWAL PERIOD TWO | 5.0000 | EA | 150.0000 | 750.00 |
| 41 | CREDIT CARD SWIPE OPTIONAL RENEWAL PERIOD TWO | 5.0000 | EA | 350.0000 | 1,750.00 |
| 42 | BAR CODE SCANNER OPTIONAL RENEWAL PERIOD TWO | 5.0000 | EA | 227.8200 | 1,139.10 |
| 43 | TABLET OPTIONAL RENEWAL PERIOD TWO | 5.0000 | EA | 995.4500 | 4,977.25 |
| 44 | PROJECT MANAGER OPTIONAL RENEWAL PERIOD TWO | 10.0000 | HR | 130.0000 | 1,300.00 |
| 45 | TRAINER OPTIONAL RENEWAL PERIOD TWO | 10.0000 | HR | 172.0000 | 1,720.00 |
| 46 | BUSINESS ANALYST OPTIONAL RENEWAL PERIOD TWO | 10.0000 | HR | 156.0000 | 1,560.00 |
| 47 | PRODUCT MANAGER OPTIONAL RENEWAL PERIOD TWO | 10.0000 | HR | 208.0000 | 2,080.00 |
| 48 | DEVELOPER OPTIONAL RENEWAL PERIOD TWO | 10.0000 | HR | 364.0000 | 3,640.00 |



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| BUSINESS UNIT 33130463 | BUYER NANCY STORANT (AS) | | |

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER 71659 04

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|------|-------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------|
| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
| 49 | RESERVATIONS MADE AT THE CALL CENTER OPTIONAL RENEWAL PERIOD THREE | 3,503.0000 | EA | 3.7500 | 13,136.25 |
| 50 | MAKE A RESERVATION ON THE INTERNET OPTIONAL RENEWAL PERIOD THREE | 32,525.0000 | EA | 8.5000 | 276,462.50 |
| 51 | MAKE A RESERVATION AT THE PARK OFFICE OPTIONAL RENEWAL PERIOD THREE | 13,364.0000 | EA | 5.5000 | 73,502.00 |
| 52 | MAKE A CHANGE TO A RESERVATION* OPTIONAL RENEWAL PERIOD THREE *FIRST RESERVATION CHANGE WILL BE | 4,878.0000 FREE | EA | 3.7500 | 18,292.50 |
| 53 | CANCEL A RESERVATION OPTIONAL RENEWAL PERIOD THREE | 3,946.0000 | EA | 3.7500 | 14,797.50 |
| 54 | REGISTRATION MADE AT PARK OFFICE OPTIONAL RENEWAL PERIOD THREE | 56,022.0000 | EA | 0.0000 | 0.00 |
| 55 | THERMAL RECEIPT PRINTER OPTIONAL RENEWAL PERIOD THREE | 5.0000 | EA | 350.0000 | 1,750.00 |
| 56 | CASH DRAWER OPTIONAL RENEWAL PERIOD THREE | 5.0000 | EA | 150.0000 | 750.00 |
| 57 | CREDIT CARD SWIPE OPTIONAL RENEWAL PERIOD THREE | 5.0000 | EA | 350.0000 | 1,750.00 |
| 58 | BAR CODE SCANNER OPTIONAL RENEWAL PERIOD THREE | 5.0000 | EA | 227.8200 | 1,139.10 |
| 59 | TABLET OPTIONAL RENEWAL PERIOD THREE | 5.0000 | EA | 995.4500 | 4,977.25 |
| 60 | PROJECT MANAGER OPTIONAL RENEWAL PERIOD THREE | 10.0000 | HR | 133.0000 | 1,330.00 |
| 61 | TRAINER OPTIONAL RENEWAL PERIOD THREE | 10.0000 | HR | 175.0000 | 1,750.00 |
| 62 | BUSINESS ANALYST OPTIONAL RENEWAL PERIOD THREE | 10.0000 | HR | 159.0000 | 1,590.00 |



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State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER 71659 04

| VENDOR NUMBER: | 2257997 | |
|----------------|---------|--|

| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|------|--------------------------------------------------|----------|--------------------|---------------|-------------------|
| 63 | PRODUCT MANAGER OPTIONAL RENEWAL PERIOD THREE | 10.0000 | HR | 212.0000 | 2,120.00 |
| 64 | DEVELOPER OPTIONAL RENEWAL PERIOD THREE | 10.0000 | HR | 372.0000 | 3,720.00 |
| | Total Order | | | | 3,251,791.40 |



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Addendum One to Contract Award Terms and Conditions Contract 71659 O4

State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management
System
Between

The State of Nebraska and Active Network, LLC

The following Terms and Conditions, Addendum One of Contract 71659 O4 have been reviewed and agreed upon between Active Network, LLC "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System. The terms and conditions of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III of the Request for Proposal, except that any section herein marked "Reserved" shall have no effect on the Terms and Conditions indicated in Section III of the Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

III. TERMS AND CONDITIONS

A. GENERAL

The contract resulting from this Request for Proposal shall incorporate the following documents:

- 1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
- Contract Award and any attached Addenda;
- 3. The Request for Proposal form and the Contractor's Proposal, signed in ink
- **4.** Amendments to RFP and any Questions and Answers; and
- **5.** The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD - RESERVED

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract. Notwithstanding the foregoing, Contractor may utilize non-personal, aggregated data without the consent of the State of Nebraska.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Sub-Contractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Sub-Contractor(s). The Contractor is also responsible for ensuring Sub-Contractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Sub-Contractor to commence work on any Sub-Contract until all similar insurance required of the Sub-Contractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-Contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Sub-Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Sub-Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

| Statutory | | |
|-------------------------|--|--|
| | | |
| \$100,000 each accident | | |
| \$500,000 policy limit | | |
| \$100,000 each employee | | |
| | | |

b. COMMERCIAL GENERAL LIABILITY

| COMMERCIAL GENERAL LIABILITY | |
|-----------------------------------------|----------------------------|
| General Aggregate | \$1,000,000 per occurrence |
| | \$2,000,000 aggregate |
| Products/Completed Operations Aggregate | \$1,000,000 per occurrence |
| | \$2,000,000 aggregate |
| Personal/Advertising Injury | \$1,000,000 any one person |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| | |

Fire Damage Medical Payments \$50,000 any one fire \$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage

\$1,000,000 combined single limit

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance

\$1,000,000 per occurrence

e. SUBROGRATION WAIVER

"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."

f. LIABILITY WAIVER

"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.

The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to

perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Sub-Contractor's services, the Sub-Contractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Sub-Contractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR RESPONSIBILITY

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Sub-Contractor's services, the Sub-Contractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Sub-Contractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract

K. CONTRACTOR PERSONNEL

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Sub-Contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Sub-Contractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Sub-Contractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

- 1. any and all employment taxes and/or other payroll withholding;
- any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- 3. damages incurred by Contractor's employees within the scope of their duties under the contract:
- **4.** maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
- **5.** determining the hours to be worked and the duties to be performed by the Contractor's employees.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The Contractor shall not, for one year after contract signing, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

N. PROPOSAL PREPARATION COSTS – RESERVED

O. ERRORS AND OMISSIONS

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

Q. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska to the extent

that any assignee agrees to be bound by the terms and conditions of the contract. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

T. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

W. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

X. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-Contractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

Y. NOTIFICATION

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP.

- 1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
- 2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Z. EARLY TERMINATION

The contract may be terminated as follows:

- 1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- 2. The State, in its sole discretion, may terminate the contract for any reason upon ninety (90) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

- **3.** The State may terminate the contract immediately for the following reasons:
 - **a.** if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - **c.** a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - **d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - **f.** a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - **g.** Contractor intentionally discloses confidential information;
 - **h.** Contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed unacceptable by the State Purchasing Bureau; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

BB. BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case

of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

CC. PENALTY

The determination of loss of functionality shall be made by the State and such determination shall be final.

In the event that the State Park Reservation System allows a reservation double-booking of any facility, the contractor will refund all fees and charges to the guests affected, and return three (3) times this amount to Nebraska Game and Parks Commission (NGPC). Reservation double-booking means accepting more than one reservation for a specific facility with overlapping stays, no matter which channel or where the reservations were made.

In the event that the State Park Reservation System loses a reservation, the contractor will refund all fees and charges to the guests affected, and return an equal amount to NGPC. A reservation is lost or missing when it could not be found in the State Park Reservation System at least by arrival day and can be substantiated by evidence, such as a confirmation notice or reservation number, and reviewed by NGPC Project Manager and Contractor.

Failure by the State Park Reservation System to enforce the Reservation System Business Rules, as outlined in Appendix B within this RFP, will result in a fine of \$100 per occurrence, but not to exceed \$100 per day.

If any of the performance standards were not attained, based on review of the required monthly performance standard reports, the contractor will be assessed penalties as outlined above. The NGPC Project Manager will meet with the contractor's Project Manager, if necessary, to determine whether those standards were met and if any corrective action is needed when they were not met. Any penalty is assessed against that month's contractor's invoice.

DD. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

EE. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

FF. PAYMENT

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

GG. INVOICES

Invoices for payments should be submitted by the contractor to the Nebraska Game and Parks Commission via mail and email in a sortable Excel Spreadsheet (2200 N. 33rd Street, Lincoln, NE 68503 and to an email address to be determined) requesting payment for services with sufficient detail to support the payment. The fields required are:

- 1. Park
- 2. Sales Channel (Call Center, Field, Web)
- **3.** Transaction Group (Cancellation, Reservation, Transfer)
- 4. Account
- 5. Order Number
- 6. Customer
- 7. Transaction Type (Reservation, Transfer Same Facility Diff Value, Change Dates, Extend Stay Leave Later, Cancellation, Extend Stay Arrive Earlier, etc...)
- 8. Fee Schedule
- 9. Schedule Price (USD)

The invoice should show the totals for each of the Sales Channels by Transaction Group, and a Grand Total. The invoice should only be for a one calendar month period.

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

HH. RIGHT TO AUDIT

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Sub-Contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and

change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of seven (7) years from the inception of a financial record or three (3) years from the inception of any other record, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Sub-Contractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Sub-Contractors to the extent that those sub-contracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

II. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

JJ. INSPECTION AND APPROVAL

The State shall have 30 days to test the software for compliance with the RFP. The test shall be performed by the designated State officials.

KK. CHANGES IN SCOPE/CHANGE ORDERS

This contract may not be modified or altered except by written instrument duly executed by both parties.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

LL. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be

affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

MM. CONFIDENTIALITY

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

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

NN. PROPRIETARY INFORMATION - RESERVED

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING - RESERVED

PP. STATEMENT OF NON-COLLUSION

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

QQ. PRICES

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If,

during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

RR. BEST AND FINAL OFFER - RESERVED

SS. ETHICS IN PUBLIC CONTRACTING - RESERVED

TT. INDEMNIFICATION

GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub-Contractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all third party claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-Contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. If any Claim that Contractor is obligated to defend, settle, and pay damages to State under this subsection 2 has occurred or, in Contractor's opinion, is likely to occur, Contractor may, at its option and expense either (1) obtain for State the right to continue to use the applicable intellectual property, (2) replace or modify the intellectual property so it becomes noninfringing, without materially adversely affecting the intellectual property specified functionality, or (3) if (1) or (2) are not readily available after using reasonable commercial efforts or, if neither of the foregoing options is commercially reasonable, refund a pro-rata portion of the fees paid by State based on its lost use and terminate this contract. Contractor shall not be obligated to defend, settle, or pay damages for any Claims to the extent based on: (x) any State or third party intellectual property or software incorporated in or combined with the intellectual property where in the absence of such incorporated or combined item, there would not have been infringement, but excluding any third party software or intellectual property incorporated into the intellectual property at Contractor's discretion; (y) intellectual property that has

been altered or modified by State, by any third party or by Contractor at the request of State (where Contractor had no discretion as to the implementation of modifications to the intellectual property or documentation directed by State), where in the absence of such alteration or modification the intellectual property would not be infringing; or (z) use of any version of the Software with respect to which Contractor has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch or fix. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

Indemnification Claims Procedure. Contractors obligations under this Section are conditioned upon (1) prompt written notice of the existence of a Claim, provided that a failure of prompt notification shall not relieve the Indemnifying Party of liability hereunder except to the extent that defenses to such Claim are materially impaired by such failure of prompt notification; (2) sole control over the defense or settlement of such Claim by the Indemnifying Party, to the extent permitted by law; and (3) the provision of assistance by the Indemnified Party at the Indemnifying Party's request to the extent reasonably necessary for the defense of such Claim.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

Notwithstanding the foregoing, State shall not be bound by the terms of this Section SS to the extent precluded by applicable law (e.g., sovereign immunity of a governmental entity).

In no event will contractor be liable to State or to any other party for indirect damages or losses (in contract or tort or otherwise), including but not limited to damages for actual cost of lost reservations, lost savings, lost data, loss of use of information or services, or incidental, consequential, or special damages. The State may collect for lost revenue due to missed reservations. State and Contractor will take commercially reasonable steps to mitigate missed reservations in the event of a reservation system failure.

The total aggregate liability of contractor to the State and all other parties in connection with this agreement will be limited to the amount of fees actually paid by state to contractor as consideration for the products and services giving rise to such claim during the twelve (12) month period preceding the date on which the cause of action arose. Excluding Insurance, Indemnity clauses, and other liability expressly accepted by Contractor. (Limit on system operation not property damage/personal injury/copyright/etc.)

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's

compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

VV. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

WW. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

XX. TIME IS OF THE ESSENCE

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

YY. RECYCLING

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

ZZ. DRUG POLICY

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

AAA. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent

federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

 The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

The completed United States Attestation Form should be submitted with the Request for Proposal response.

- If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY - RESERVED

CCC. POLITICAL SUB-DIVISIONS

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

DDD. OFFICE OF PUBLIC COUNSEL

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

EEE. LONG-TERM CARE OMBUDSMAN

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

FFF. LICENSE/SERVICE OR OTHER AGREEMENTS

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

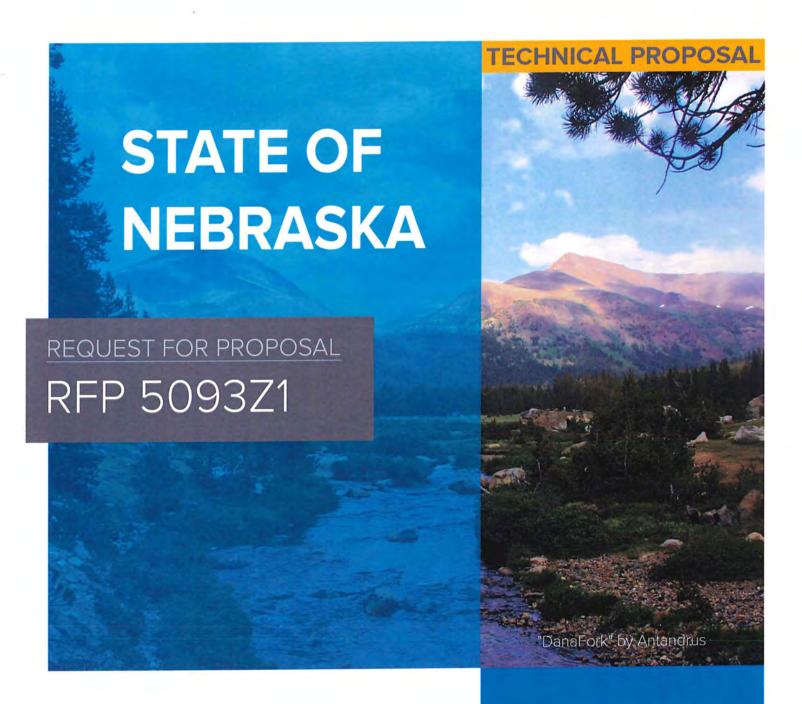
The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

| State of Nebraska | Contractor: Active Network, LLC |
|-------------------------------|---------------------------------|
| By: | By: Me sur |
| Name: Bo Botelho | Name: Mark Trivette |
| Title: Materiel Administrator | Title: CFO |
| Date: 6/1/6 | Date: May 24, 2016 |



ACTIVE Network, LLC

717 N. Harwood Street | Suite Dallas, TX 75201 T: 888.543.7223 www.ACTIVEnetwork.com





717 N. Harwood Street | Suite 2500 Dallas, TX | 75201 T: 888.543.7223 www.ACTIVEnetwork.com

October 1, 2015

Attn: Nancy Storant/Connie Heinrichs State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508

RE: RFP 5093Z1 for a State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System for the Nebraska Game and Parks Commission

Dear Ms. Storant, Ms. Heinrichs, and Members of the Evaluation Team:

On behalf of ACTIVE Network, LLC, (ACTIVE), I want to first extend my thank you to you for being a long-term customer. Since 2007, the State of Nebraska and ACTIVE have forged a solid foundation to provide a trusted, high quality service to the public. While we are proud of what we have accomplished, we are making new investments into our platform to move the industry to the next level.

We have invested a vast number of resources to cultivate partnerships with state, local, and Federal agencies to forecast where the industry is heading. A renewed partnership allows you to continue to take advantage of the full power of our products and upcoming innovations. We are designing and building groundbreaking ways to engage customers throughout the lifecycle of their activity. More engagement allows you to have more contact with customers than ever before, which will result in opportunities for increasing revenue per night, as well as per customer (through consumer good upsells).

ACTIVE has the proven ability to provide the elements you seek in a vendor for the life of the contract. We know that a shortened process makes it difficult to vet the deep layers of functionality that you require today, but we will attempt to outline this in our proposal.

The attached proposal details the combined capabilities, experience, resources, and solution that ACTIVE – and no other provider in the industry – can offer as you transition to a new contract resulting from this RFP. ACTIVE acknowledges receipt of Addendum 1, 2, and 3.

For questions and further communications regarding our response, please contact Senior Account Executive Dave Green at 416-476-6118 or David.Green@ACTIVEnetwork.com.

It is our privilege to have worked with NGPC since 2007, and we look forward to continuing and expanding our relationship if awarded this opportunity.

Sincerely,

Gary Evans, General Manager, Outdoors

Email: Gary.Evans@ACTIVEnetwork.com

Phone: (518) 577-4822



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REQUEST FOR PROPOSAL FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

| 37 8 5 47 8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat §73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes. |
| NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP. |
| I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract. |
| FIRM: ACTIVE Network, LLC COMPLETE ADDRESS: 717 N. Harwood Street, Suite 2500, Dallas, TX 75201 |
| TELEPHONE NUMBER: (518) 577-4822 FAX NUMBER: 905-286-0371 |
| SIGNATURE: DATE: September 24, 2015 |
| TYPED NAME & TITLE OF SIGNER: Gary Evans, General Manager, Outdoors |



Form A - Bidder Contact Sheet

Request for Proposal Number 5093Z1

| Preparation of Response Contact Information | | |
|-------------------------------------------------------|--|--|
| ACTIVE Network, LLC | | |
| 717 N. Harwood Street, Suite 2500 Dallas, TX 75201 | | |
| Alex Green, Proposal Writer | | |
| Alex.Green@ACTIVEnetwork.com | | |
| 469-729-3090 | | |
| 214-405-3369 | | |
| 905-286-0371 | | |
| | | |

| Communication with the State Contact Information | | |
|--------------------------------------------------|-------------------------------------------------------|--|
| Bidder Name | ACTIVE Network, LLC | |
| Bidder Address | 717 N. Harwood Street, Suite 2500 Dallas, TX 75201 | |
| Contact Person and Title | Dave Green | |
| E-mail Address | David.Green@ACTIVEnetwork.com | |
| Telephone Number (Office) | 416-476-6118 | |
| Telephone Number (Cellular) | 416-476-6118 | |
| Fax Number | 905-286-0371 | |



EXECUTIVE SUMMARY

ACTIVE has established itself as the leader in the outdoor recreation market through continuous investment in **robust functionality**, **secure and reliable infrastructure**, **innovation**, **and world-class operations**. Our ongoing investments guarantee that the Nebraska Game and Parks Commission (NGPC) has the most feature-rich and innovative solution possible today, enabling ACTIVE to immediately commence building the advances that will revolutionize the industry.

ACTIVE continues to exceed on the fundamentals of service, eliminating the burden of worry for you and your staff. We are building beyond the basics and focusing on the future and what matters most to the industry, your field staff, and most importantly engaging past, present and future visitors.

You will not have to train ACTIVE on the complexities of this industry. ACTIVE provides the strongest combination of technology, people, resources, web expertise, and outdoor industry knowledge on the planet. Not only are we passionate about this industry, we crave new challenges, find new ways to move the industry forward, and celebrate our results.

ACTIVE Network, LLC, is pleased to submit our response for Nebraska Game and Parks Commission's request for proposal. As your current provider, we are excited for the opportunity to continue to collaborate in providing innovative and industry leading solutions that support your ongoing goals including self-sufficiency.

As part of this bid, we will continue to use our ACTIVE Works Outdoors solution. With 43 state, federal, and local customers currently using this package, we are presenting you with the most advanced and capable platform in the history of the industry. ACTIVE Works Outdoors is a webbased, multi-tenant Software-as-a-Service (SaaS), configurable-off-the-shelf (COTS) solution. These are three important characteristics which we believe greatly differentiate us from other providers.

Innovation and Robust Functionality

- Functionality With 43 agency customers using our solution, ACTIVE's system has exponentially more modules, functions, features, and supports more business rules than any other vendor in the outdoor industry. Each innovation is accessible by all clients, continually improving upon our depth of functionality. This enables our clients to improve public satisfaction, grow occupancy, and increase revenues. Our broad functionality set is the result of a continually evolving system which has taken many years to build and would take years for those outside our industry to replicate.
- Unmatched Ability to Innovate Because ACTIVE has already built NGPC's required
 functionality; we are able to focus on rolling out new functions and features pushing the
 industry forward for the next decade and beyond delivering amazing user experiences,
 automated customer insights, and data insights. We are focused on creating systems to
 inspire outdoor enthusiasts, grow visitation, and achieve new levels of customer satisfaction.



Security and Auditability

- Public Sector Experience Working with both private and public sector clients, ACTIVE understands the significant difference between the needs of each market. We recognized the public sector's need for financial accountability and auditability in a reservation system, and spent significant resources to build the most robust financial engine available in the market today.
- Security NGPC receives the highest levels of security available in the marketplace. ACTIVE systems manage all information from the moment the consumer provides their card number until funds are deposited in your treasury account. ACTIVE performs regular penetration testing on their infrastructure looking for potential vulnerabilities and addressing them before they become an issue.
- Auditability We understand the operational need for staff to drill into financial transactions
 to address customer questions and have a solid interface to enable NGPC staff to do so in
 an easy and efficient manner.

Industry Optimized Infrastructure

- Scalability In an environment where other vendors have received negative press related
 to failed onsales, ACTIVE's solution is architected to exceed even the highest spikes in
 consumer demand, allowing us to be the only vendor with the ability to handle your
 transaction volumes flawlessly.
- Proven Reliability The outdoor industry is a high-volume, specialized market where system issues and outages can cause major headaches for agencies. ACTIVE has invested millions of dollars in multiple, geographically dispersed, fully redundant data centers to provide levels of resiliency that match those of major financial institutions. We use only industry leading solutions from highly recognized hardware providers that include Cisco, EMC, Palo Alto, and F5. All data is replicated in near real-time utilizing the most advanced replication algorithms and methods to ensure unparalleled levels of data integrity in the industry. These efforts have resulted in a system that maintains industry-leading uptime in excess of 99.99%.

World-Class Operations

- Knowledgeable Support Services ACTIVE is proud to have built a knowledgeable team to
 provide world-class support to NGPC field users and agency staff. Our skilled help desk staff
 are available 24x7x365 to address any emergencies that arise.
- ACTIVE Employees Key to our success is that our operational support consists of only ACTIVE employees. We do not rely on contractors or third parties to provide this service. As a central team, we analyze, learn, and iterate new approaches to improve our service.



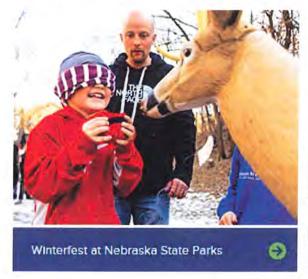
Successful Partnership with NGPC

Nebraska and ACTIVE have an existing relationship that encompasses 8 years of specific hands-on knowledge of the Nebraska State Park system and its needs, business rules, and operating methods. Our staff knows your staff, policies, and procedures, enabling our focus as the successful bidder to be one of continual improvement rather than of initial learning.

Throughout our existing partnership, we have demonstrated focus, dedication, and a real depth of understanding of the needs of your recreation customers, field staff, and agency management alike. Day in and day out, we deliver quality service, and we are committed to improving the system while enhancing value to the state.

With our significant public sector client base, we are in the best position to identify trends across the industry as well as regional trends that may have a greater impact on the Midwest for example. ACTIVE understands the power of data in developing key strategies to achieve 100% self-sufficiency and the need to continue to evolve our technical solution in support of that goal. Through client visits and attendance at conferences, we are committed to gathering and sharing best practices to facilitate a greater sense of community among our clients as well as furthering ideas for future enhancements.

We have enhanced consumer exposure via the ReserveAmerica.com portal coupled with a mirrored private label website echoing the look and feel of the Nebraska State Parks website provide customers with a unified experience. Nebraska has utilized the promotional avenues available through portal features such as the homepage carousel where the Winterfest at Platte River, Ponca, and Eugene T. Mahoney parks was featured.







Nebraska Game and Parks Commission

State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

NGPC has experienced the benefits of this increased exposure through the ReserveAmerica.com portal. 91.1% of NGPC central reservations were made through the Internet sales channel in FY 2015. This exceeds other states using ACTIVE Works Outdoors who average 75.9% via the Internet

Both websites are using industry-leading web analytics tools, providing the insight for the state and ACTIVE to understand and optimize for consumer trends. In addition to gathering and analyzing transactional data, ACTIVE provides NGPC the opportunity to gather additional information through customer satisfaction and post-stay surveys both of which we offer to NGPC at no additional charge. This information is key to ensuring that business decisions are made based on what customers want rather than on hypothetical needs.

Approach to Enhancements

No other company has had more touch-points from field, consumer or agency users in the history of reservation service providers. Our mission is to measure and continually improve on the data and feedback that we get from these interactions. We remain committed to continual improvement in order to satisfy those with new ideas and demands to move the business forward.

ACTIVE has a proven unmatched ability to increase revenue through continual enhancement and response to changing consumer behavior. As an industry leader always seeking innovation, NGPC can take advantage of many of these opportunities including Camping This Weekend for last minute bookings and Donations in support of your stewardship mission. These options are provided at no cost to the state.

Risk

Based on our industry experience, ACTIVE is convinced that there are massive risks associated with developing and migrating to a new platform, which is only exacerbated by the limited timeframe to implement. NGPC exists in a market where vendors can make large promises, yet few can deliver. In fact, of the last six large state parks customers who switched from ACTIVE's platforms; two have returned to us in less than one year, and three are most likely coming out to bid before the end of the allowable extensions of their contract – because of the vendor's inability to deliver on promises made.

Summary

As a provider of recreation reservation software service since 1989, we have defined the industry in conjunction with our clients and the public. With ACTIVE, you are working with the industry technology and service leader reducing your risks throughout the life of the contract. While we have demonstrated excellence within our foundational capabilities, ACTIVE is passionate about driving the program to the next level year after year. We believe that next generation of innovation focuses on the lifecycle of the customer experience. From initial discovery of an NGPC property, to engaging and preparing for a trip, to experiencing and reflecting on a customer's visit, we envision changes to continually improve consumer and field tools and service to create a world-class memorable experience.



Nebraska Game and Parks Commission

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We believe your continued partnership with ACTIVE represents the greatest opportunity for the ongoing success of the Nebraska State Parks reservation service as you seek ways to address the hurdles that face parks agencies in the current economic climate.

In our response, we have detailed how our proven capabilities, industry-leading systems and services, and existing strong relationship with your Nebraska State Parks management and operational teams make us the best choice for your organization.



2. CORPORATE OVERVIEW

a. Bidder Identification and Information

| Item | Response | | |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Bidder name | ACTIVE Network, LLC | | |
| Corporate headquarters address | 717 N. Harwood Street, Suite 2500 Dallas, Texas 75201 | | |
| Legal status of business (partnership, corporation, etc.) | ACTIVE Network is a limited liability company (LLC) | | |
| State of incorporation | Delaware | | |
| Date incorporated | 12/28/1999 as The ACTIVE Network, Inc. | | |
| Length of time in business | We have existed more than 15 years as ACTIVE Network, with 30 years of experience gained by acquisition of companies providing the top solution in the business. | | |
| Changes in form of organization | ACTIVE Network, Inc. was founded in 1999 and began public trading on the NYSE in May 2011. In November 2013, Vista Equity Partners completed a take private and Active Network, LLC, is now a wholly owned portfolio company of Vista Equity Partners. | | |



b. Financial Statements

ACTIVE Network was founded in 1999 and began public trading on the NYSE in May 2011. In November 2013, Vista Equity Partners completed a take private and Active Network, LLC, which is now a wholly owned portfolio company of Vista Equity Partners. Vista, a U.S. based private equity firm, currently invests over \$14 billion in capital committed to dynamic, successful technology-based organizations led by world-class management teams with long term perspective.

ACTIVE Network is the leading provider of cloud-based Activity and Participant Management solutions, serving a wide range of customer groups including the public sector, outdoors, community activities, and sports. ACTIVE has over 45,000 clients worldwide. We serve a broad range of activities including reserving a campsite, signing up for a marathon or sports league, purchasing a hunting or fishing license, or participating in a community event processing over 93 million registrations in 2014.

We are the largest vendor with the most comprehensive suite of solutions in the industry with an \$8 billion total addressable market. Our Outdoors market is the leading provider of camping services and hunting and fishing license systems in North America. Our technology powers one or both of these services in 37 US states and 3 Canadian provinces. These states include California, Kansas, and Louisiana. In 2014, ACTIVE processed approximately 4 million reservations for our camping clients.

Please see the attached bank reference letter provided by Bank of America as further proof of our financial stability.

Vista Equity Partners is registered with the Securities and Exchange Commission (SEC) as a Registered Investment Advisor and information concerning ownership and holdings is publicly viewable on the SEC website at http://www.sec.gov/edgar/searchedgar/companysearch.html. For additional information, please visit www.vistaequitypartners.com. A list of the Vista companies found at http://www.vistaequitypartners.com/companies shows a strong portfolio of software and technology-enabled businesses.





August 28th, 2015

Nancy Storant & Connie Heinrichs Nebraska Game and Park Commission State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508

Dear Ms. Storant and Ms. Heinrichs,

We understand that you require a bank reference for Active Network, LLC (the "Company").

Bank of America, N.A. is the administrative agent for a secured revolving credit facility in the eight-figure range provided to the Company's parent by a group of lenders (the "Credit Facility"). The amount available under the Credit Facility that can be borrowed or used to issue letters of credit is currently in the eight-figure range. The availability of funds for borrowings and letter of credit issuance under the Credit Facility is subject to conditions that (a) the Company and its affiliates not be in default under the terms of the Credit Facility and (b) the Company's and its affiliates' representations and warranties contained in the agreement governing the Credit Facility be true and correct in all material respects as of the date of the borrowing or issuance.

Please note that the information set forth in this letter is subject to change without notice, and is provided in strict confidence, without any responsibility or liability on part of Bank of America, N.A., its affiliates or any of its or its affiliates' directors, officers or employees. Bank of America, N.A. undertakes no responsibility to update the information set forth in this letter.

Very truly yours,

BANK OF AMERICA, N.A.

By:

Name: Title:

Gregory Roetting

Vice President

Address:

Bank of America Corporate Center

100 N Tryon St NC1-007-17-15

Charlotte NC 28255-0001

Phone: Fax:

1.980.387.9390

1.980.683.6343

Email:

Gregory.roetting@baml.com

State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

Neither ACTIVE Network, LLC, nor our parent company Vista Equity Partners, has filed for bankruptcy protection or is in the process of, or planning to, file for bankruptcy protection or financial restructuring or refinancing.

We are not presently aware of any litigation involving bidder that would have a material adverse effect on ACTIVE's ability to perform the proposed contract. Due to privacy and confidentiality obligations we are not at liberty to discuss terms of past disputes or settled/completed litigation nor can we disclose the names of the other parties. The State, however, may conduct a search through publicly-available state and federal judicial databases to locate information if needed.



c. Change of Ownership

ACTIVE does not anticipate any change of ownership.

d. Office Location

Performance for this contract will be managed out of our corporate headquarters located in Dallas, Texas.

e. Relationships with the State

ACTIVE Outdoors currently works with the State to provide a statewide, web-based State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System.

f. ACTIVE's Employee Relations to State

No parties involved in the preparation of, or named within, the proposal has been an employee of the State within the past sixty months.

g. Contract Performance

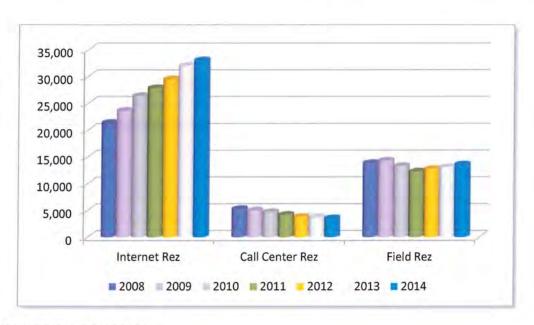
ACTIVE has not had a contract terminated during the past 5 years. No subcontractors are proposed.

h. Summary of ACTIVE's Corporate Experience

The ACTIVE Outdoors unit brings the broadest and the most specific experience, resources, and capabilities available in the industry to support recreation agencies and their requirement for centralized reservation systems. ACTIVE provides a complete, integrated infrastructure of hardware, software, facilities, and other elements that make up our SaaS solution: ACTIVE Works.

ACTIVE is uniquely positioned as a provider of preeminent solutions that satisfy and exceed the requirements of our clients. We have specifically enhanced the packages we offer to state government agencies to help them face the unique challenges of more effectively automating customer interaction and revenue generation. Our tools and services are designed to drive meaningful, transparent self-service options for customers while driving down your cost of doing business by freeing over-burdened personnel to focus directly on your agency mission. The success of those activities is shown below in the continual increase in Internet reservations processing throughout the life of the current contract.





No subcontractor is proposed.

We list the public sector clients in the following table, including NGPC, that have chosen ACTIVE to provide their reservation service and recreation management systems.

| Public Sector Clients | Original Contract Date | | |
|------------------------------------------------------------------|--------------------------------|--|--|
| Arkansas State Parks | 2013 (implementation underway) | | |
| California Dept. of Parks & Recreation | 1997 | | |
| Catalina Island (CA) | 2014 | | |
| Colorado Parks & Wildlife | 1993 | | |
| Connecticut Dept. of Environmental Protection, State Parks | 1999 | | |
| Delaware Division of Parks & Recreation | 2000 | | |
| East Bay Regional Parks District, (CA) | 1991 | | |
| Florida Dept. Environmental Protection, Recreation & Parks | 2001 | | |
| Georgia Dept. of Natural Resources, State Parks & Historic Sites | 1995 | | |
| Idaho Dept. of Parks & Recreation | 2008 | | |
| Illinois Dept. of Natural Resources, Parks & Recreation | 2010 | | |
| Indiana Dept. of Natural Resources | 2002 | | |
| lowa Dept. of Natural Resources, State Parks | 2010 | | |
| Kansas Dept. of Wildlife and Parks | 2010 | | |
| Kentucky Dept. of Parks | 2005 | | |



| Public Sector Clients | Original Contract Date | | | |
|----------------------------------------------------------------------------|------------------------|--|--|--|
| Larimer County (CO) | 2004 | | | |
| Louisiana Dept. of Culture, Recreation & Tourism, Office of State Parks | 1999 | | | |
| Lower Colorado River Authority (TX) | 2012 | | | |
| Maryland Dept. of Natural Resources, State Park Service | 2000 | | | |
| Massachusetts Dept. of Conservation & Recreation | 2004 | | | |
| Mississippi Dept. of Wildlife, Fisheries & Parks | 2006 | | | |
| Missouri Dept. of Conservation | 2004 | | | |
| Montana State Parks | 2011 | | | |
| Nebraska Game & Parks Commission | 2008 | | | |
| New Hampshire Division of Parks & Recreation | 2007 | | | |
| New Jersey Dept. of Environmental Protection, Bureau of Parks | 2012 | | | |
| New Mexico Energy, Minerals & Natural Resources Division | 2007 | | | |
| New York Dept. of Environmental Conservation, Campgrounds | 1996 | | | |
| New York Office of Parks, Recreation & Historic Preservation | 1996 | | | |
| North Carolina Dept. of Environment & Natural Resources, Parks Div. | 2008 | | | |
| Oconee County Parks, (SC) | 2013 | | | |
| Ohio Dept. of Natural Resources, State Parks | 2003 | | | |
| Orange County Parks, (CA) | 2004 | | | |
| Oregon Parks & Recreation Department | 1995 | | | |
| Pennsylvania Dept. of Conservation & Natural Resources | 2005 | | | |
| Recreation.gov (National Recreation Reservation Service) | 1997 | | | |
| Rhode Island Dept. of Environmental Management, Division of Parks | 2007 | | | |
| Snohomish County, Parks & Recreation (WA) | 2010 | | | |
| South Carolina Department of Parks, Recreation & Tourism | 2004 | | | |
| Texas Parks & Wildlife Department | 2008 | | | |
| Utah Dept. of Natural Resources, State Parks | 1991 | | | |
| Virginia Dept. of Conservation & Recreation | 1994 | | | |
| Wisconsin Dept. of Natural Resources, Bureau of State Parks | 1999 | | | |



i. Narrative Project Descriptions

| Agency Name | Louisiana Office of State Parks | | |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Project Time Period | April 1999 – June 30, 2013 July 1, 2014 – 06/30/2014 New contract awarded starting 07/01/2015. | | |
| Scheduled Completion Date, Actual Completion Date | This project was launched on the agreed upon go-live dates. | | |
| Original Budget, Actual Budget on Completion | Since our contracts are transaction fee based there is no budget or direct cost billable to the state for the implementation costs associated with the project. | | |
| Contact Person | Mr. Reginald Dumas, Reservation System Director 1051 North 3 rd Street #314 Baton Rouge LA 70804 Phone: 225-342-8106; Email: rdumas@crt.la.gov | | |
| Contractor Status | Prime | | |
| Project Description | ACTIVE provides a complete turnkey centralized reservation solution (ACTIVE Works) including: Centrally hosted, real-time data and transaction processing Reservation Call Management (software, reservation agents and customer service personnel) | | |
| | Internet consumer portal ReserveAmerica.com Field application for processing registration/walk-ins Point-of-Sale with integrated inventory tracking Help Desk and remote monitoring Training Reporting Agency Management tools | | |
| | ACTIVE was awarded the contract resulting from Louisiana State Parks recent competitive RFP process. | | |



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

| Agency Name | New York State Parks | | |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Project Time Period | Cumulative performance period 1997 to December 31, 2017 | | |
| Scheduled Completion Date, Actual Completion Date | This project was launched on the agreed upon go-live date. | | |
| Original Budget, Actual Budget on Completion | Since our contracts are transaction fee based there is no budget or direct cost billable to the state for the implementation costs associated with the project. | | |
| Contact Person | Ms. Debra Keville, Director of Regional Programs & Services 625 Broadway Albany, NY 12238 Phone: 518.474.8081; Email: Debra.Keville@parks.ny.gov | | |
| Contractor Status | Prime | | |
| Project Description | ACTIVE provides a complete turnkey centralized reservation solution (ACTIVE Works) including: Centrally hosted, real-time data and transaction processing Reservation Call Management (software, reservation agents and customer service personnel) Internet consumer websites (ReserveAmerica.com and newyorkstatepark.reserveamerica.com) Field application for processing registration/walk-ins Marina application for managing transient boat slips Point-of-Sale solutions Help Desk and remote monitoring Hardware and connectivity | | |
| | Training Reporting Agency Management tools Marketing Services | | |



| North Carolina Department of Environment and Natural Resources, Division of Parks and Recreation Cumulative performance period 2008 - 08/10/2017 This project was launched on the agreed upon go-live date. | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | Since our contracts are transaction fee based there is no budget or direct cost billable to the state for the implementation costs associated with the project. |
| | | | Mr. Don Reuter, Assistant Director 1615 Mail Service Center Raleigh, NC 27699-1615 Phone: 919-715-7582; Email: Don.reuter@ncparks.gov |
| Prime | | | |
| ACTIVE provides a complete turnkey centralized reservation solution (ACTIVE Works) including: Centrally hosted, real-time data and transaction processing Reservation Call Management (software, reservation agents and customer service personnel) Internet consumer websites (ReserveAmerica.com and northcarolinastatepark.reserveamerica.com) Field application for processing registration/walk-ins Marina application for managing Carolina Beach Point-of-Sale solutions including Store Manager and Field Manager integrated sales Help Desk and remote monitoring Training Reporting Agency Management tools | | | |
| | | | |

ii., iii. Subcontractors

ACTIVE performed the contracts listed above as the prime contractor.



Summary of ACTIVE's Proposed Personnel/Management Approach

ACTIVE's project management methodology is based upon the proven framework of the Project Management Body of Knowledge (PMBOK) advocated by the Project Management Institute (PMI), This methodology provides the foundation for successful management and execution of key deliverables including communication, artifacts and project documents as well as established and tested project control processes.

This provides for a repeatable and reliable approach to implementing and operating technology projects that meet expectations for quality, system functionality, performance, and ease of use by NGPC staff and the public.

Since most of the key elements of this project are already in production and operational today, it is vital to ensure all critical operational stakeholders are involved in the planning phase for additional rollout. ACTIVE's approach to risk mitigation is one of early identification and the quick formulation of resolution strategies. This approach is essential when introducing new solutions to field and consumer audiences. No other vendor has the level of experience that ACTIVE's team provides.

ACTIVE's approach for project resource management is a team-based taskforce methodology where key resource stakeholders are involved throughout the entire project while various other resources are engaged at specific junctures of the project. This helps to reduce the burden on NGPC resources focusing their attention during periods of time relevant to their specific function. Key teams include the following:

- Central Operations
- Regional Management
- IT/Hardware and Connectivity
- Finance and Accounting
- Field Staff from Different Business Operations (i.e. overnight camping and cabin, point-of-sale, and events, etc.)
- Marketing

ACTIVE teams include the following, whose roles and responsibilities have been described throughout our response:

- Professional Services (Project Management)
- Client Services
- Product Management
- Development/Web Development
- Quality Assurance
- Help Desk/Inventory
- Technical Operations
- Database Administration
- Product Support
- Marketing
- Finance



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

The ongoing operational teams most involved with NGPC post implementation include the following:

- Client Services
- Help Desk/Inventory
- Finance
- Database Administration
- Technical Operations (Tech Ops)
- Product Support
- Marketing

Upon successful completion of the implementation phase of the project, ACTIVE will conduct additional sessions with key stakeholders from both of our organizations to ensure a smooth and seamless transition to normalized operations.

Program Management Tools

As your current provider, you have experienced ACTIVE's strategy for successful implementations and program management tools. However, the addition of new features requires tight, organized management of deliverables and timelines.

ACTIVE's implementation methodology is based upon widely accepted project management principles. Specifically, our implementations operate within the proven framework of the Project Management Body of Knowledge (PMBOK) advocated by the Project Management Institute (PMI) that supports a successful launch by rigorously adhering to proven techniques in planning, communication, documentation, task management, quality control and other vital management and control processes. This provides for a repeatable and reliable approach to implementing and launching technology projects that meet expectations for quality, system functionality, performance, and ease of use by client staff and the public.

SharePoint Document Repository:

ACTIVE currently collaborates with client using a variety of tools, including Microsoft SharePoint. As your selected provider, we will launch this platform for NGPC on day one.

As part of this repository, we provide weekly status reports, dashboards, conference call notes, and follow up items. Examples of the program management dashboard are included in Figures 1 and 2 on the following page.



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

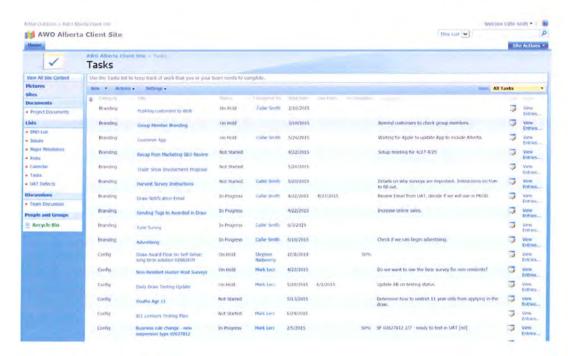


Figure 1: Sample SharePoint Project Management Dashboard for Project Management.

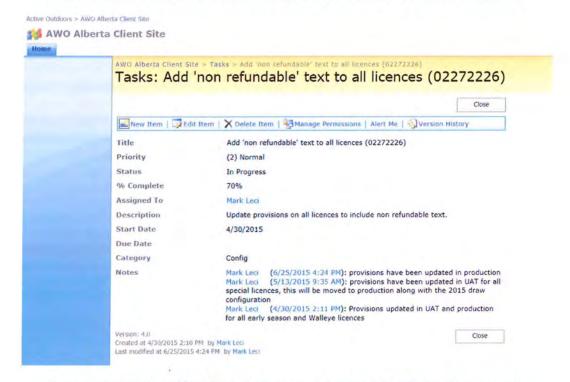


Figure 2: Sample SharePoint Project Management Dashboard for Project Management.



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

While patches and release notes are documented and provided via email, these will also be added in the document repository.

ACTIVE and NGPC will have regular project management discussion regarding the high level timelines of the program. As far as Earned value Management – we provide a unique differentiator – a greater value for your time. One of the unheralded values that we bring, as your current provider, is the lower time investment on build out and implementation of your project. As an experienced vendor with more than 35 system conversions, we have a firm appreciation of the time that it takes on the Agency level to support a conversion. With us, you will spend less time reviewing newly built software and more time helping us improve our offerings so you can get the best value for your time.

Basecamp

ACTIVE also uses Basecamp support marketing efforts. Basecamp allows for online to do lists, file sharing, and email communication amongst a host of users. The log in process is easy and may be more applicable to a broader range of less frequent users. We look forward to the possibility to discuss these tools in the future.



Organization

The following graphic, Figure 3, depicts ACTIVE's Network Organization.

ACTIVE Organizational Chart

ACTIVE Network Organization Chart

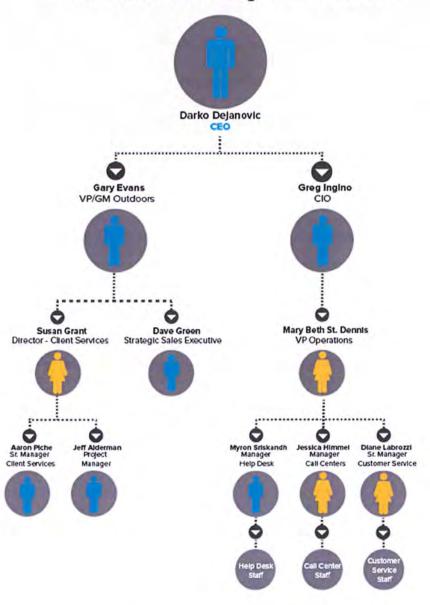


Figure 3: ACTIVE Organizational Chart



ACTIVE Key Personnel

Jeff Alderman, Manager, Professional Services (PMP) oversees the day-to-day activities of your implementation. As project manager, Jeff is the primary point of contact with your team for all aspects of the implementation effort including:

- Lead the implementation project team
- Develop plans and schedules
- Manage day-to-day plan execution of project deliverables toward system acceptance
- Monitor progress, manage and mitigate risk
- Report on project status both internally and to NGPC
- Collaborate with functional managers to oversee assigned project resources in our matrix management organization
- Manage approved change requests through implementation

Jeff's resume provided below elaborates on his 15 years at ACTIVE with extensive experience leading projects such as the one contemplated for NGPC.

| Job Title Implementation Project Manager Project Role Implementation Project Manager Summary Jeff has almost 14 years of experience specific to reservation projects and has been responsible for implementations of clients onto the ACTIVE Work Jeff's experience leading implementations, he has | r numerous successful |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Summary Jeff has almost 14 years of experience specific to reservation projects and has been responsible fo implementations of clients onto the ACTIVE Work Jeff's experience leading implementations, he has | r numerous successful |
| reservation projects and has been responsible fo implementations of clients onto the ACTIVE Work Jeff's experience leading implementations, he ha | r numerous successful |
| of services, changes, and enhancements to existi numerous partner organizations. | s managed the successful addition |
| Education Toronto School of Business Hamilton, Ontario | |
| Computer Support Specialist (Diploma October 19 | 999) |
| Information Systems Programmer (Diploma July 19 | 999) |
| Experience Implementation Manager, October 2010 – 2012 | |
| ACTIVE Network | |
| Manage all Central Reservations System proje Oversee and mentor staff on the Professional | |
| Develop and implement new project manager within the team structure | ment processes and procedures |
| Hire Professional Services Team | |
| Same duties as previous Project Manager pos | ition |



| | Jeff Alderma | an, PMP | | | |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| | Project Manager, June 2002 – Oc | tober 2010 | | | |
| | ACTIVE Network (formerly Reserve | America) | | | |
| | Handled all incoming mail and described in the project manage new contracts in normalization period Act as main client contact/liaison normalized Coordinate hardware/software diste(s) Provide initial pre-contract supper provide on-site training of all son North America Provide in-house training for need to provide training for call center to start-ups Assist in preparation of upgrade | ent servers systems and applications to clients and cross the US and Canada from implementation through to end of an for ReserveAmerica until implementation deployments to client and/or ReserveAmerica from to clients ftware applications where required (throughout polications ew hires (policies, procedures, etc.) raining staff and assist on-site for new contract | | | |
| | Product Support Specialist, December 2001 – June 2002 | | | | |
| | ACTIVE Network (formerly Reserve) | | | | |
| | Diagnose system and application to appropriate departments with Ensure Paradigm cases contain steps taken to research the issuence Ensure clients are kept informed. Support all ReserveAmerica contract Provide a resolution to issues in | n issues, providing timely resolution or escalation in ReserveAmerica as required complete information on the issue, including the e and definition of the next step(s) to be taken. If of problem status and resolution stracts and remain current on the rules and accordance with service level agreements | | | |
| Skills and Credentials | Institute (PMI) Project Management Profession Institute (PMI) | al (PMP) designation from Project Management | | | |
| Similar Projects | City of Pikeville Delaware Equity Lifestyles Properties Florida Idaho Illinois Indiana | Kansas Mississippi Morgan RV Resorts Nebraska Wisconsin National Recreation Reservation Service (NRRS) | | | |

Aaron Piche, your existing client services manager participates in the rollout portion of the project, and continues as your primary point of contact throughout the life of the contract.



| | Aaron Piche | | | |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| Job Title | Client Services Manager | | | |
| Project Role | Client Services Manager | | | |
| Summary | Aaron started at ReserveAmerica (now The ACTIVE Network) in 2008 as a client support representative. He progressed into new roles in Product Support and Quality Assurance, before joining the Client Services team in April 2012. Aaron brings practica knowledge about the ACTIVE Works system and back-end to his client-facing role. | | | |
| Education | Diploma in Business (E-Commerce) and Graduate Diploma in Enterprise Database Management. | | | |
| Experience | Client Services Manager, April 2012 – Present ACTIVE Network | | | |
| | Build strong client relationships to best manage expectations and ensure deadlines are consistently met and quality deliverables are provided Act as the voice of the client within the organization to ensure new products and functionality take into account the day-to-day needs of our clients Understand, analyze and recommend business rules and practices that encourage positive results Escalate time sensitive requests that need immediate attention Identify industry/market trends and find creative ways to capitalize on opportunities for growth Work hand in hand with all facets of the company to coordinate various projects and marketing promotions | | | |
| | Quality Assurance Analyst, October 2010 – April 2012 | | | |
| | Perform functional and regression testing Work closely with Product Management and Development Developed a deeper understanding of ORMS, and how it works Gained insight into the development process and methodology | | | |
| | Product Support Specialist, April 2010 – October 2010 | | | |
| | Provided Level 3 hardware, software, and application support Worked closely with Development, Professional Services, and Client Support to resolve issues Worked directly with clients to resolve escalated issues | | | |
| | Client Support Representative, May 2008 – April 2010 | | | |
| | Provided Level 2 hardware, software, and application support for U.S. State and Federal Parks Learned and maintained expert level of knowledge of ORMS – including basic transactions, business rules, roles and permissions Specialized in fees, taxes and hardware issues Acted as "Weekend Lead" | | | |
| Projects | Kansas Department of Wildlife, Parks & Tourism Illinois Department of Natural Resources lowa Department of Natural Resources | | | |



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

j. Sub-Contractors

ACTIVE does not propose any sub-contractors will be required to meet the requirements of this contract.



3. TECHNICAL APPROACH

General Statement of Requirements

NGPC intends to award to a single contractor to provide, operate, and support a customized website and State Park Reservation System that accepts and processes reservations and registrations in real-time and provides cutting edge technology that is easy to understand and provides guest reservation history. The system should provide an integrated event planning module, an integrated Accounts Receivable/Accounts Payable module which generates transaction files, and an integrated Sales) module, which allows for offline cash and check sales. The system should be able to create various reports and to provide features that allow easy promotion of park use and activities.

| RTM # | System Architecture | Yes | Customization Required | No | Alternate |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|----|-----------|
| RTM-1 | Bidder should provide a high-level description (and optional diagram) of their proposed system to provide a centralized web-based reservation/registration, group event planning, sales, and revenue management system (State Park Reservation System) as described in Section IV. D. Scope of Work of the RFP. | √ | | | |

Bidder Response:

ACTIVE is proposing our ACTIVE Works Outdoors (AWO) solution to meet NGPC's requirements. AWO is the industry-leading software solution for camping reservations/registrations, group event planning, sales, and revenue management. Our software enables real time data and transaction processing through our fully integrated system across all sales channels.

ACTIVE was the first to market with 24x7 Internet reservation services in 1997. We have provided these services to NGPC and the customers you serve since 2007.



Because we firmly believe the convenience and instant gratification customers experience through mobile technology represented a change in how government and businesses interact with customers, we began embracing all possible uses of mobile technology in connection with outdoor recreation activities by launching our mobile responsive web design in 2013 as shown in Figure 4.

ACTIVE continued our industry-leading approach by improving the community aspect of *ReserveAmerica.com* and private-label sites that same year by adding user-generated photos, enhanced social media links, and an improved look and feel for consumers.



Figure 4: ReserveAmerica.com is built using responsive design to allow customers to easily conduct transactions from any PC, tablet, or smartphone

AWO's single, central database design ensures that all transactions are processed through our system. All users access the same central database in real-time, which prevents duplicate reservation issues.

Project Requirements

The awarded contractor must, at a minimum, continue to provide the current services to customers and NGPC staff as detailed in Appendix A - Current Features and Processes and improve on the current system to enhance productivity and efficiency.

| RTM # | Reservation and Registration Processing | Yes | Customization Required | No | Alternate |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|----|-----------|
| RTM-2 | Bidder should describe, and provide screen shots to show, the structure, functions, and processes of their Reservation module (including current features as outlined in Appendix A, items 1 through 4), to allow: • search for, description and availability of, reservable units, | ✓· | | | |
| | display information about each park and its activities, | V | | | |



| Project Requirements | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| reservation of available units, while enforcing business rules (as described in Appendix B), | ✓ |
| registration of walk-in guests for available units, | ✓ |
| creation and/or updating of a guest or group profile, including red flag alerts, | ✓ |
| planning of a group event, to include making the associated reservations and tracking of individual occupants, | |
| changes to, or cancellation of, a reservation, including separation of a unit from a Group Event and transfer to an individual reservation, | |
| handling of payments or invoicing for reservations, | ✓ |
| updating units as reserved when reservations are made, | ✓ |
| generation of a confirmation for a new, modified, or cancelled reservation, or a financial transaction, | ✓ |
| generation of a guest registration form, and | ✓ . |
| retention and display of historical reservation and profile information. | J |
| Bidder should describe how their system improves on the current system to enhance productivity and efficiency. | ✓ <u> </u> |

Bidder Response:

ACTIVE proposes the continued use of ACTIVE Works Outdoors (AWO) solution, our enduring Software as a Service (SaaS) solution, and the latest in a line of enterprise solutions that we have developed for state, federal, and local clients including NGPC. The size of our development team for AWO alone rivals the entire size of other companies in the industry. With numerous state, federal, and local customers currently using this package, we are presenting you with the most advanced and capable platform in the history of the industry. AWO is a web-based "multi-tenant" configurable off-the-shelf (COTS) solution. These are three important characteristics which we believe greatly differentiate us from other providers.



Project Requirements

As AWO is a web-based platform, you are not dependent on downloading proprietary contractor software. This is most convenient during new installations or equipment replacements. As we are able to provide services in the cloud on a central platform, we are able to continually improve the infrastructure on which AWO resides—providing customers the most secure, reliable, and best performing system in the business.

ACTIVE's solution for NGPC includes the following modules.

Call Manager

Call Manager provides a real-time connection to the central database, and provides customers with the ability to research, reserve, pay for, change/transfer, and cancel sites through use of Call Manager's integrated tools. Nebraska's in-house call center operation uses Call Manager today to process transactions for your camping customers.

Field Manager and Field Manager Mobile

Field Manager enables users to manage all aspects of their visitors' stays, including the registration of all walk-in patrons as well as checking-in customers with an existing reservation. Field Manager is the most comprehensive Park Management System available today. All NGPC activity is conducted and updated in real time and the system requires no coded or other non-standard text entry. ACTIVE enhanced the Field Manager application in 2013 after recognizing the need to update the look and feel and streamline workflows. The upgraded interface provided a cleaner look, reduced page content through the introduction of tabs and more/less windows type functions. In addition, the introduction of a new drag-and-drop Stay View function enabled field staff to perform standard functions, checkin, check-out, walk-in, change sites, extend, or shorten stay from a single page.

As an alternative or supplement to Field Manager interface, Field Manager Mobile provides field staff the flexibility to interact with customers outside the normal park office or gatehouse environment. Field Manager Mobile allows site staff with a tablet or smartphone and Internet connection to perform standard daily processes during park walk or drive-arounds, or at the gate during peak check-in times. Field Manager Mobile is an ideal solution for locations without a physical office or gatehouse.

ReserveAmerica and Private Label Website

ACTIVE Network, formerly ReserveAmerica, led the industry to the Internet, processing the first online camping reservation in 1997. Our volume-handling abilities remain unmatched allowing us to more than keep pace with the ever increasing demand for online transaction processing from your customers. ACTIVE provides Internet reservation services to NGPC through your state-specific website nebraskastateparks.reserveamerica.com and ReserveAmerica.com, ACTIVE's portal to additional exposure that is not available through any other vendor.



Project Requirements

Since 2013, significant revenue has been received by NGPC as a result of internet transactions through these two sources.

| | RA.com Transactions | RA.com Revenue | Private Label Transactions | Private Label Revenue |
|-----------------|------------------------|-------------------|-------------------------------|--------------------------|
| 2013 | 8,553 | \$ 1,100,000 | 19,745 | \$3,300,000 |
| 2014 | 9,329 | \$ 1,040,000 | 20,833 | \$ 3,700,000 |
| 1/1 - 8/31 2015 | 7,965 | \$ 1,090,000 | 19,655 | \$ 3,200,000 |

Inventory Manager

Authorized NGPC and ACTIVE staff have access to the AWO Inventory Manager product, which enables users to add new reservable inventory, modify existing inventory, and/or remove reservable inventory either temporarily or permanently. Modifications of reservable inventory can be configured to require adherence to a built-in request/approval/validation process, ensuring full system tracking and auditability of all changes to reservable inventory.

Finance Manager

Finance Manager is the system tool that meets all financial requirements of the contract. It provides complete transparency to the core financial data. This provides NGPC with full and instant transaction auditability and the overriding confidence of financial data integrity.

In addition, authorized staff can configure and activate Promotional Code Discounts using the Finance Manager interface.

Resource Manager

The easy-to-use Resource Manager interface allows for scheduled "standard" or on-demand statistics, activity, general system utilization, and detailed financial reports. Reports can be previewed prior to printing and can be previewed to identify particular strings of information.

Resource Manager allows users to enter various report parameters. Specific parameters available vary from report to report, but typically include date and location selection options, as well as other variables relevant to the data fields included in the respective report. Information can be viewed, stored, emailed, or printed at the user's discretion.

Point of Sale/Retail Sales

In use today at NGPC facilities, ACTIVE Network's full retail management solution provides the benefit of full integration into AWO for consolidated revenue and sales reporting and credit card reconciliation.



Project Requirements

ACTIVE's POS offers flexibility combined with full integration to AWO for ease of reporting and management. Whether used to sell items such as daily park entrance, or firewood at the time of check-in, or to manage full-scale, stand-alone, retail operations, our POS solutions are easy to use, efficient, and provide for consolidated financial reporting, inventory management, and facility money management.

Workflows/Functionality

For ease of review in the following 61 screenshot, we have organized the workflows by sales channel rather than providing a screenshot for all sales channel for each requirement. The captions associated with each screenshot provide a concise description of what each figure depicts. Please note that not all functions are applicable to all sales channels, for example, consumer web does not provide the ability to view customer or reservation alerts, registering a walk-in guest is only available in the field etc.

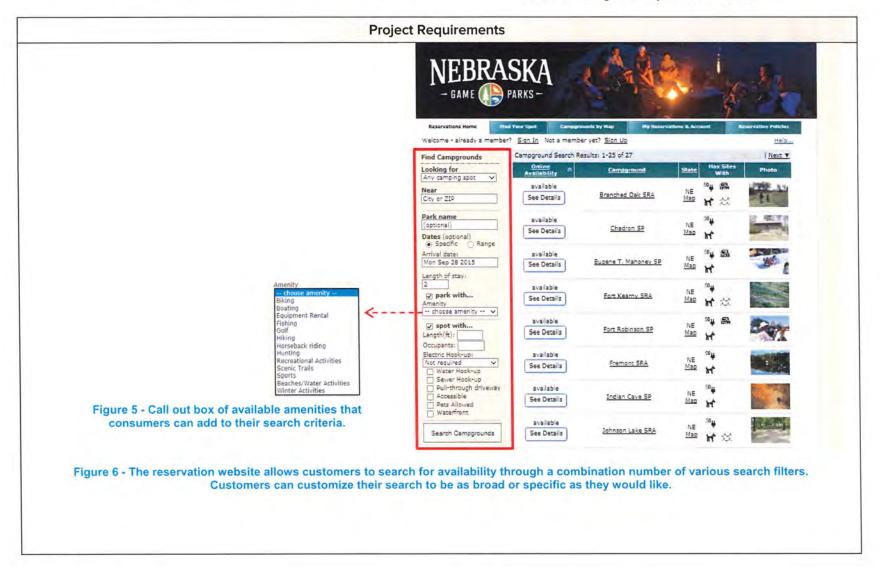
Figure 5 through Figure 22 demonstrates the workflows and functionality available to internet consumers.

Figure 23 through Figure 34 show the call center workflows.

Figure 35 through Figure 65 show field transaction processes.

Internet Sales







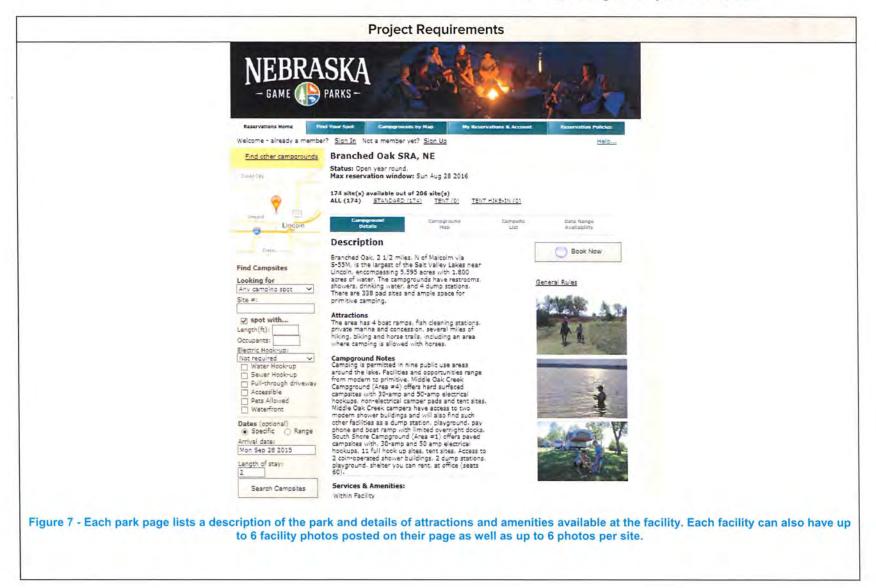




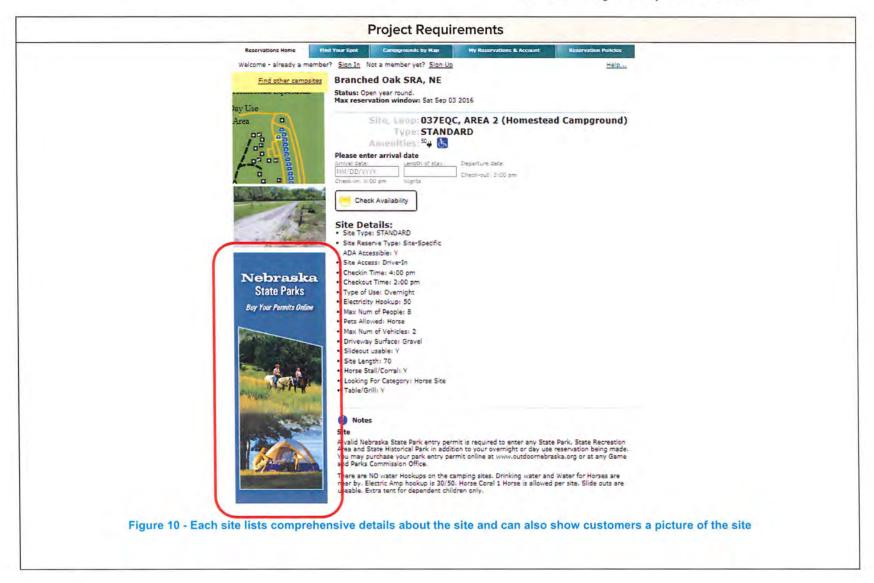


Figure 8 - The park page shows specific amenities available at or near the facility

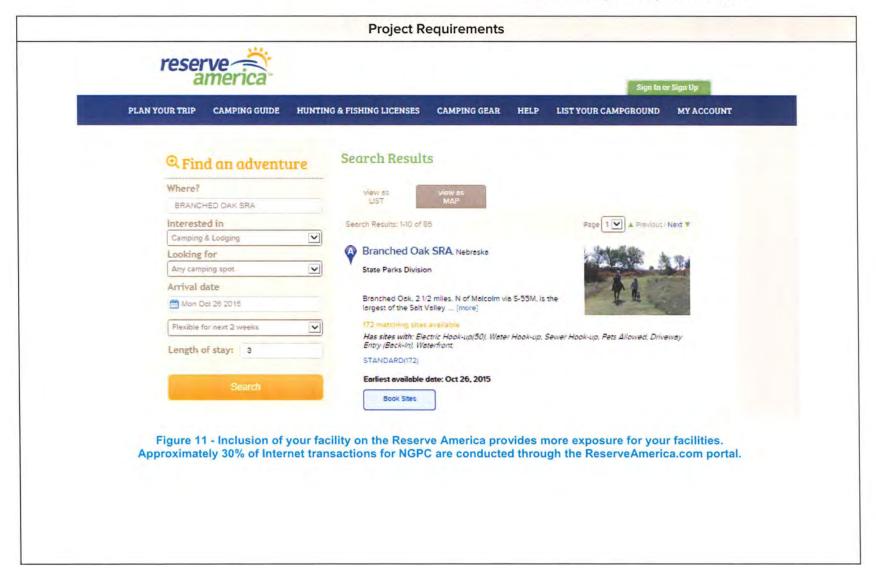


Project Requirements V Alerts and Important Information Office Details Office Hours are Memorial Day Weekend - Labor Day 8 a.m. - 4:30 p.m. Monday - Friday Rest of the year hours are 8 - 4:30 Monday - Friday **Getting There:** Going west on I-80: Going west on 1-90: Take the North 27th street exit, at the stop sign turn right, go 1/2 mile to Arbor Rd., turn left go 1 mile to North 14th, turn right on North 14th, go to yellow flashing light which is Raymond Rd., Turn left, stay on Raymond Rd. for 8 miles, there will be a curve in the road. If you turn right you will go to areas 14,13,12,11,10 and 9 if you stay on Raymond Rd, you will go to areas 1 (Southshore Campground) ,2,3,4 (Middle Oak Creek: Campground), 5,6,7 and 8. Going east on I-80: From I-80 take the Seward/HWY 15 exit, which is North to Seward. At the stop light in Seward turn right which will be HWY 34, stay on this HWV for 12 miles you will see a sign that says Branched Oak. There is only one way to turn, which is north and puts you on NW 112th. It takes you through the town of Malcolm. Stay on this road for 5 miles and you are at the lake. If you turn right you will go to areas 14,13,12,11,10 and 9. If you turn left you will go to Areas 1(Southshore Campground),2,3,4 (Middle Oak Creek Campground),5,6,7 and 8. Going South on HWY 79: At the yellow flashing turn right on Raymond Rd, go 4 miles and same as above. Going North on HWY 77: stay on 10th St., in Lincoln, take HWV 34 West. Stay on Hwy 34 until you come to the HWY 79 exit. turn right-on HWV 79 stay on this for 5 miles. You will come to a yellow flashing light turn left on Raymond Rd, for 4 miles and at the curve, same as above. Contact Information: Mailing Address: Branched Oak SRA 12000 West Branched Oak Rd. Raymond NE 68428-9728 Phone Number: Project Office: (402)783-3400 © 2015 Nebraska Game And Parks Commission. All rights reserved. Reservations Home | Contact Us | Privacy Policy Figure 9 - Important information can be listed as well as directions to the location, address, and phone number.

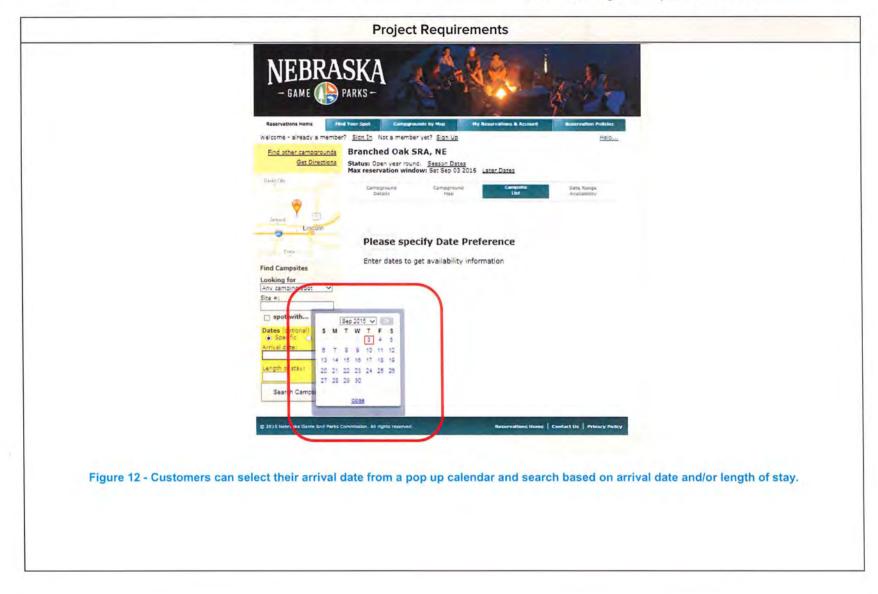




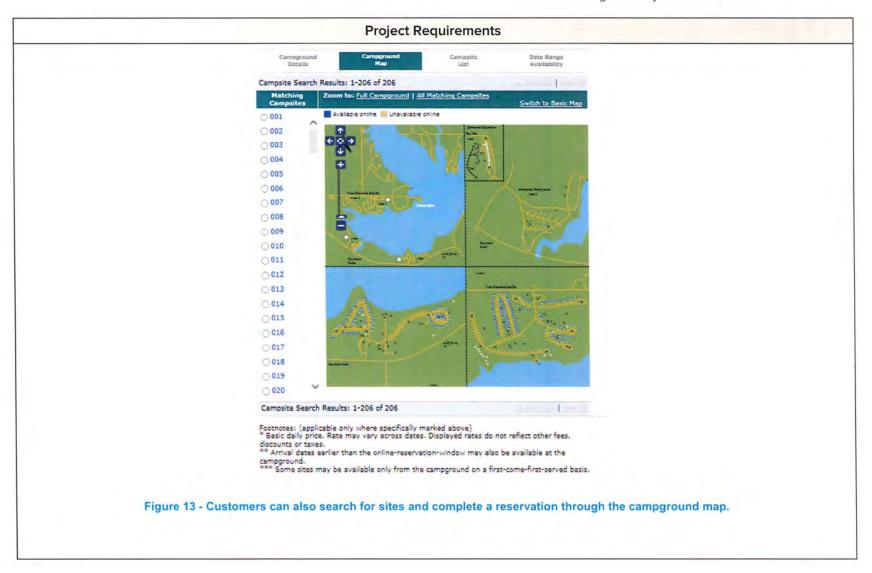




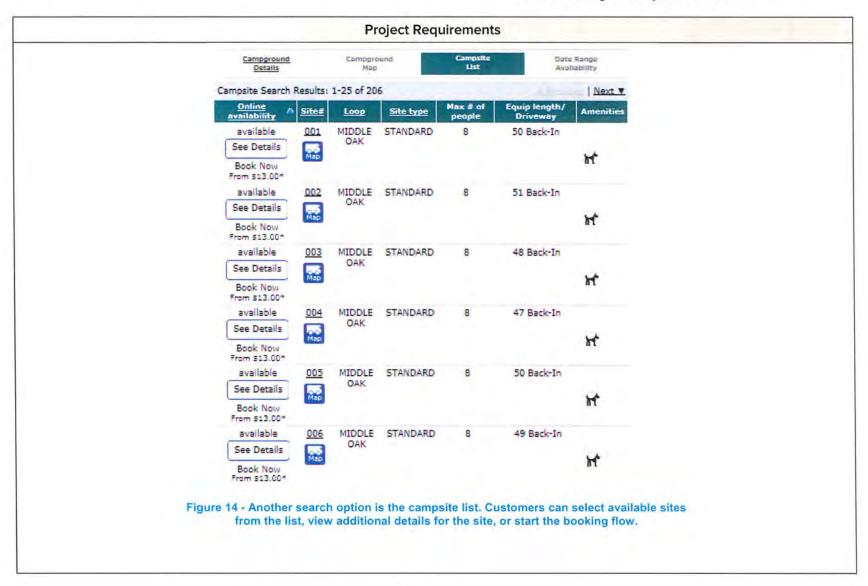




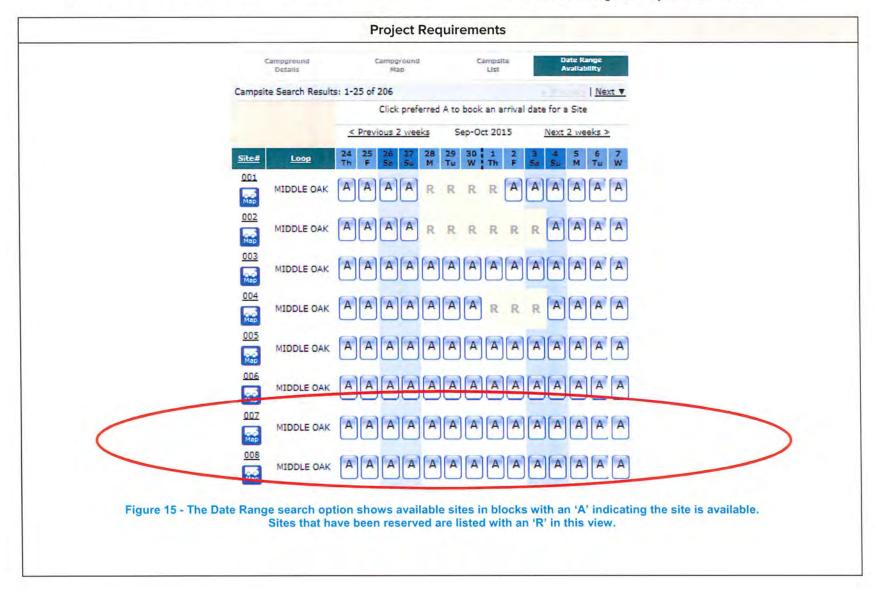




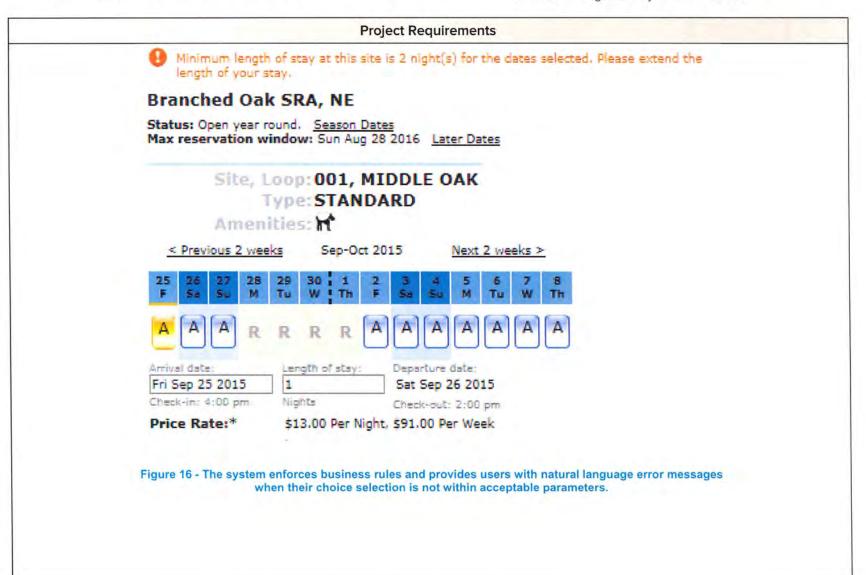




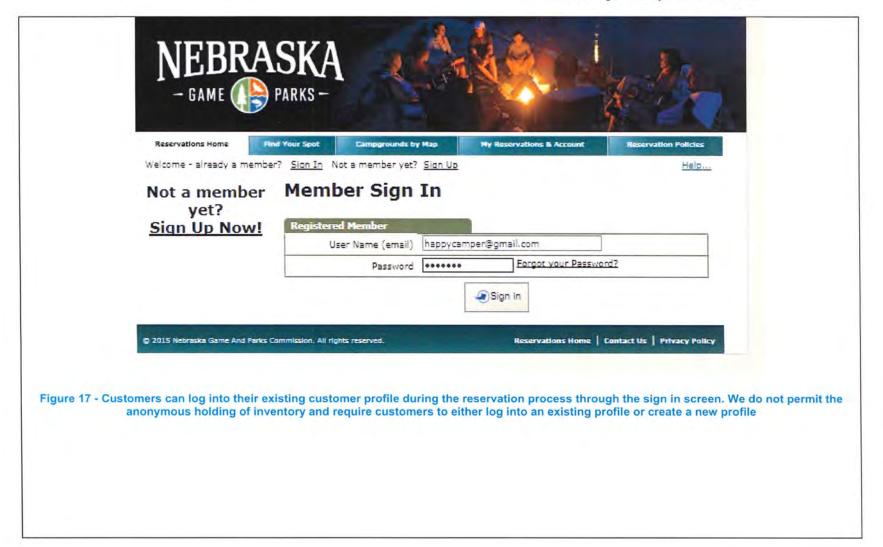








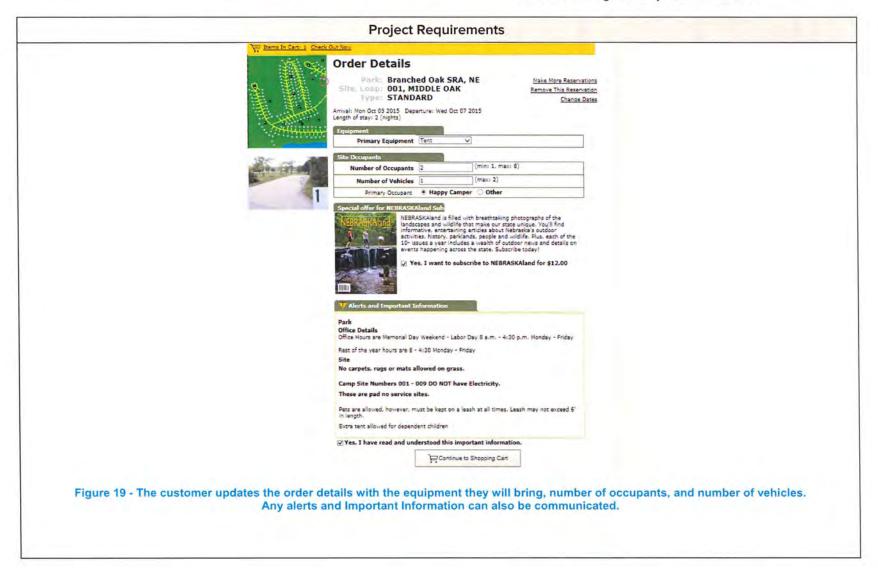




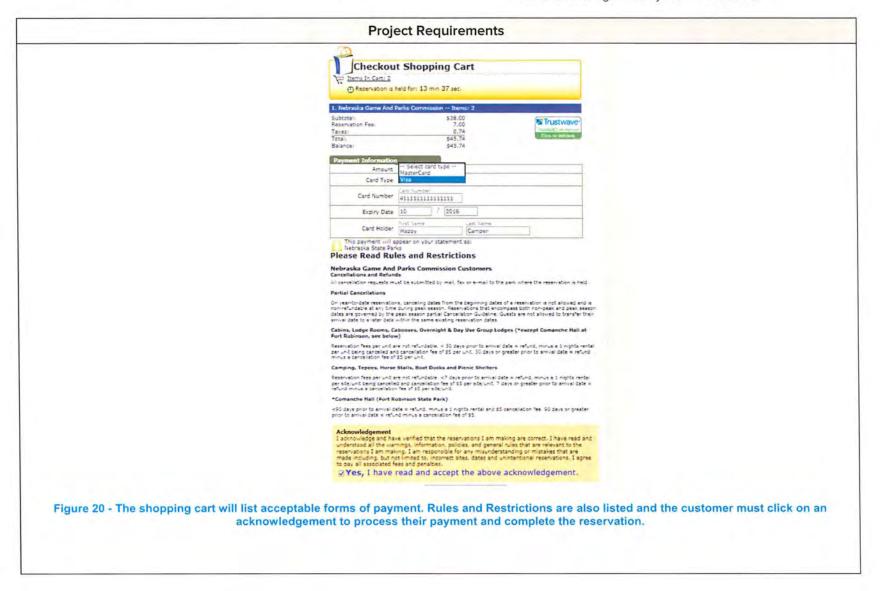


| Project Requirements | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------|
| | SKA ARKS – Campy sands by Sign In Not a member yet? | |
| What information we collect from you We only collect personal | communications. | 1t ceive confirmations, reminders and other important reservation |
| Information that you voluntarily provide. | Email Address (User Name for sign in) | |
| How we use your information | Password | |
| We use your information for the purposes of responding to and processing your requests. Who we share information with We only share information with We only share information with authorized service providers that perform services on our behalf. We do not sell or rent your information to anyone. How can you decide what marketing communications you'll receive We provide you with the opportunity to specifically choose the promotional communications you wish to receive. | Retype Password | |
| | Name | Title First Name Initializet Name |
| | Home Phone = | |
| | Work Phone = | ext. |
| | Cell Phone = | |
| | Name of Organization | |
| | Mailing Address | Address " City " |
| | Mailing Accress | State Previous Spy Postal Code Country |
| W Keep me informed of newsletters, promotions, sweepstakes, and surveys. | | |
| AMECLA BASIL AND | | © Create Account |
| © 2015 Nebraska Game And Parks Co | mmission, All rights reserved. | Reservations Home Contact Us Privacy Policy |
| Figure 19 - If a quetomer does not have a profile that | can create a nov | w account. This account will be in the system when they make future online |
| | | staff for reservations made through other sales channels. |
| | | |

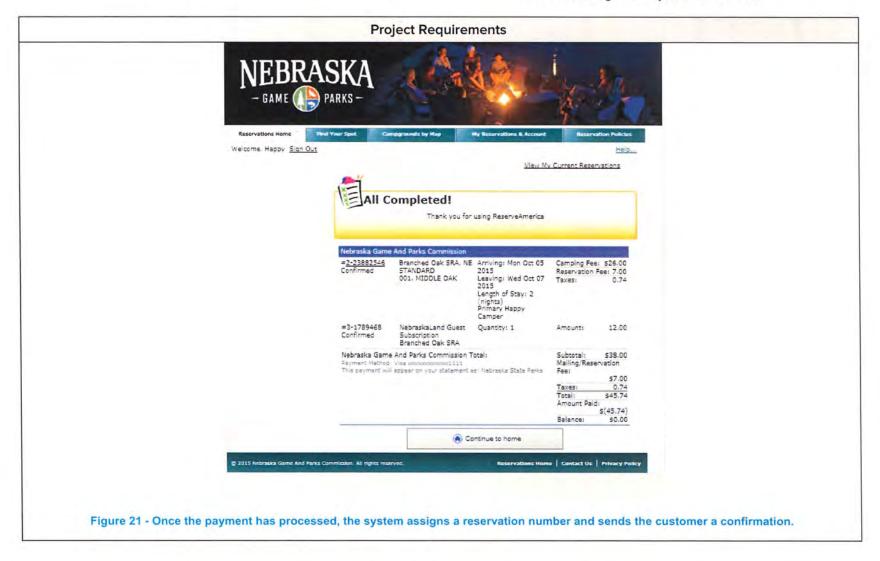














Project Requirements

From Sent ReserveAmerica <reserveamerica@reserveamerica.com> Thursday, September 03, 2015 9:57 AM

Tα Subject

ActiveOutdoors UAT Reports Confirmation Letter Email

Importance:





HAPPY CAMPER

Access your reservations online at ReserveAmerica.com |

SIGN-IN: happycamper6011@gmail.com

CUSTOMER INFO

PHONE 4460 317-703-0569 HAPPY CAMPER 123 TEST RD DUBLEN OH 43016

RESERVATION DETAILS

Camppround: Branched Oak SR4 Site: 001 Site Type: STANDARD Loop: MIDDLE OAK State: Nebraska Region: SE Arrival Date: Mon Oct 5 2015 Departure Date: Wed Oct 7 2015 Length of Stay: 2 Primary Occupant: HAPPY CAMPER # of Occupants; 2 Equipment: 1 Tent # of Vehicles: 1 # OF PETS: 0 Check-In Time: 4:00 PM Check-Out Time: 2:00 PM

PAYMENT INFORMATION

*IMPORTANT BILLING INFORMATION:

26.00 TRANSACTION FEE LA NORSTEE COUNTY LOGGING TAN-0.35

SALES TAX - TRANSACTION FEE 0.39 TOTAL 33.74 PAST PAID PAYMENT TENDERED 33.74 NEW AMOUNT DWING: 0.00 33.74 ----***********1111 CREDIT CARD BY BRY DATE 10/2016 ----Happy Camper

Making Reservations For Reservations:

Call (402) 471-1414 (9 a.m. - 6 p.m. (CT) Monday through Friday or go online at mm. OutdoorNebrasia.prg. to Reserve Your Fun Today! Web reservations are available 24 hours, 7 days a week. Year to date reservations begin at 9 a.m. CT. The call center observes all state holidays and will be closed. To make reservations to camp at Smith Falls, please call the park number at (402)376-1306. Camping at all other areas is available on a first-come, firstserved basis. Camping sites must be vacated by the time posted unless you

Cancellations and Refunds

All cancellation requests must be submitted by mail, fax or e-mail to the park where the reservation is held. Partial Cancellations

On year-to-date reservations, canceling dates from the beginning dates of a reservation is not allowed and is non-refundable at any time during peak season. Reservations that encompass both non-peak and peak season dates are opverned by the peak season partial Cancellation Guideline. Guests are not allowed to transfer their arrival date to a later date within the same existing

reservation dates. Cabins, Lodge Rooms, Cabooses, Overnight and Day Use Group Lodges (*except Comanche Hall at Fort Robinson, see below)

Reservation fees per unit are not refundable.
Less Than 30 days prior to arrival date a refund, minus a 1 night's rental per

unit Deing cancelled and cancellation fee of 55 per unit. 30 days or greater prior to arrival data = refund minus a cancellation fee of 55 per unit.

Camping, Tepees, Horse Stalls, Boat Docks and Picnic Shelters Reservation fees per unit are not refundable. Less than 7 days prior to arrival date = refund, minus a 1 night's rental per

site/unit being cancelled and cancellation fee of 35 per site/unit. 7 days or greater prior to arrival date = refund minus a cancellation fee of \$5 per site/unit.
*Comanche Hall (Fort Robinson State Park)

Less than 90 days prior to arrival date = refund, minus a 1 night's rental and 35 cancellation fee. 90 days or greater prior to arrival date = refund minus a cancellation fee of

Office Details

Office Hours are Memorial Day Weekend - Labor Day S a.m. - 4:30 p.m. Monday - Friday

Rest of the year hours are 5 - 4:30 Monday - Friday

DIRECTIONS

Going west on 1-80: Take the North 27th street exit, at the stop sign turn right, go 1/2 mile to Arbor Rd., turn left go 1 mile to North 14th, turn right on North 14th, go to yellow flashing light which is Raymond Rd., Turn left, stay on Raymond Rd. for



Project Requirements

8 miles, there will be a curve in the road. If you turn right you will go to areas 14,13,12,11,10 and 9 if you stay on Raymond Rd. you will go to areas 1 (Southshore Campground) ,2,3,4 (Middle Oak Creek Campground), 5,6,7 and

Going east on I-80: From :-50 take the Seward/HWY 15 exit, which is North to Seward. At the stop From 1-80 take the Seward/MVY 15 eat, which is shorth to Seward, At the stop sight in Seward Lunn right which will be MVY 34, at yor this MVY for 12 miles you will see a sign that says Branched Oak. There is only one way to Lurn, which is north and puts you on NV 12181. It takes you through the town of Malcolm, Stay on this mad for 5 miles and you are at the take. If you turn right you will go to areas 4.13, 12.13, 13.10 dd 5.17 you turn fifty you will go to areas 4.13, 12.13, 13.10 dd 5.17 you turn the same of the s

Going South on HWY 79:

At the yellow flashing turn right on Raymond Rd, go 4 miles and same as

Going North on HWY 77: stay on 10th 52, in: Lineain, take HWY 34 West. Stay on Hwy 34 until you some to the NWY 79 exit, turn right on HWY 79 exit, turn right on HWY 79 exit, turn right on HWY 79 exit. Some for a yellow fishing light turn left on Raymond Rd. for 4 miles and at

OTHER ALERTS

Campground: Dec 17 2007 - Dec 31 2050 : If you are mailing in a payment for your reservation please send your payment to

12000 West Branched Dak Rd. 68426-9728

Campground: May 3 2013 - Dec 31 2050 : ATTENTION - Firewood Alert:

If you have brought fire wood from another state, please burn it immediately and do not transport it to another location. Many investive peats are being transported across our country in freewood. The Emerald Ash Borer (EAB) is a serious peat that is near instressia a border. Your cooperation to help prevent CAB from invasing Nebraska woodlands and londscapes in visital to protecting our valuable natural resources.

If you need additional firewood, your options are:

1) Purchase firewood at parks that sell it.

2) Purchase firewood at vendors near many parks.

3) Gather dead firewood laying on the ground within park boundaries.

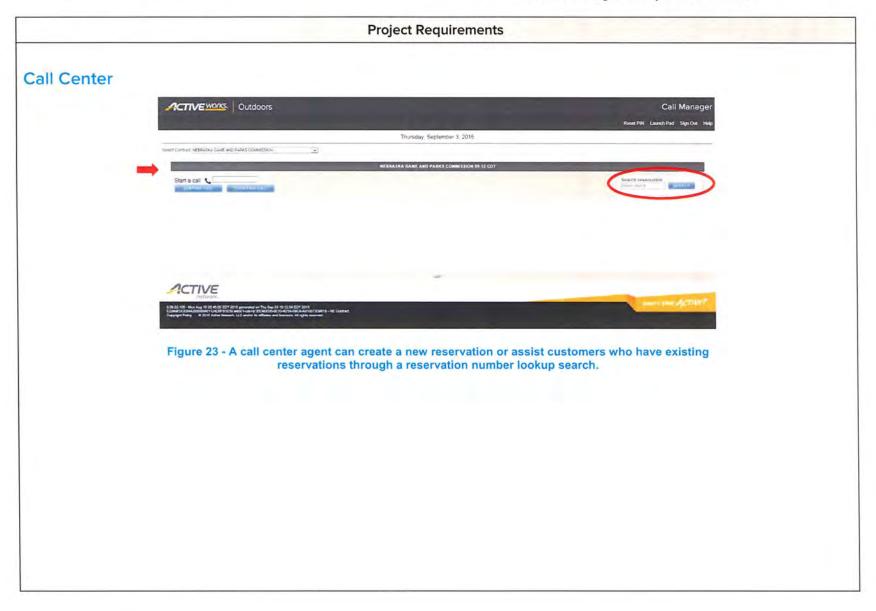
Learn more about invasive pests and the risk of transporting frewood at:

www.dontmovefirewood.org

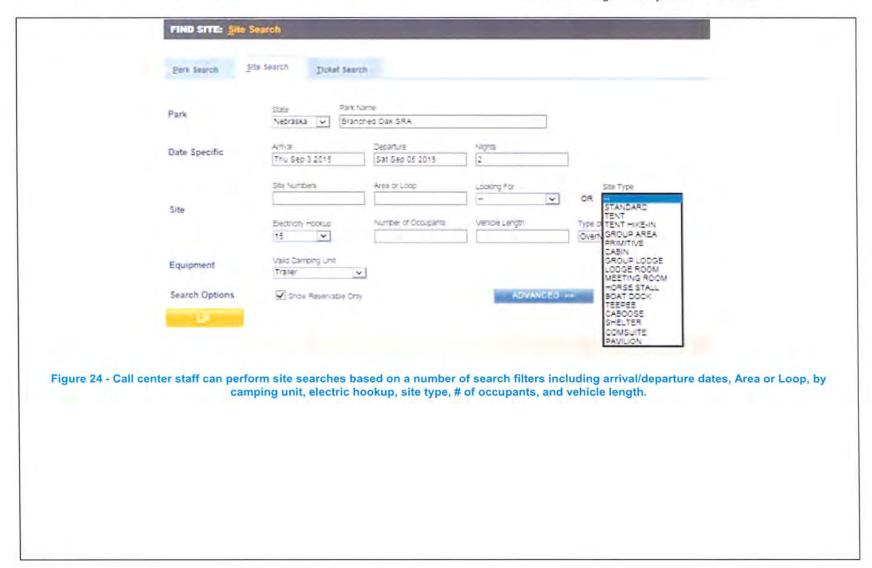
Site: Jun 20 2012 - Dec 31 2022 - A valid Nebraska State Park entry permit is required to enter any State Park, State Recreation Area and State Historical Park in addition to your overnight or day use reservation being made. You may purchase your park entry serral online at www.outdoomebraska.org or at any Game and Parks Commission Office.

Figure 22 - Samples of reservation confirmation letter. A confirmation is sent for new reservations, but also any time a reservation is modified, an accounts receivable transaction is made, or when a reservation is cancelled.

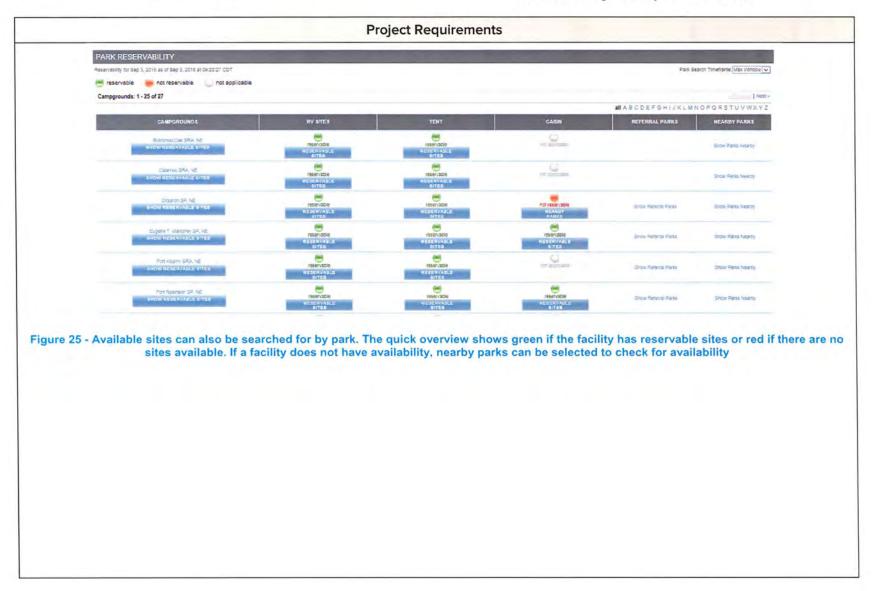




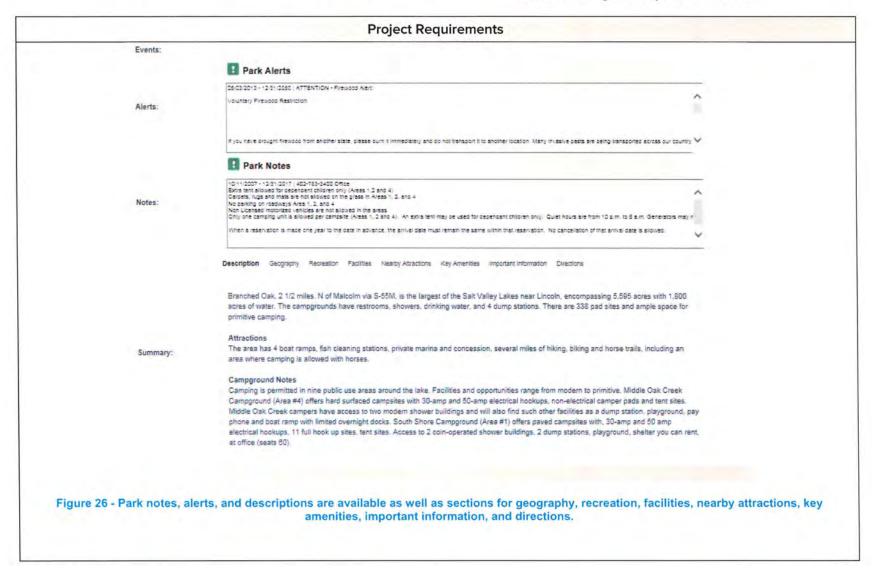




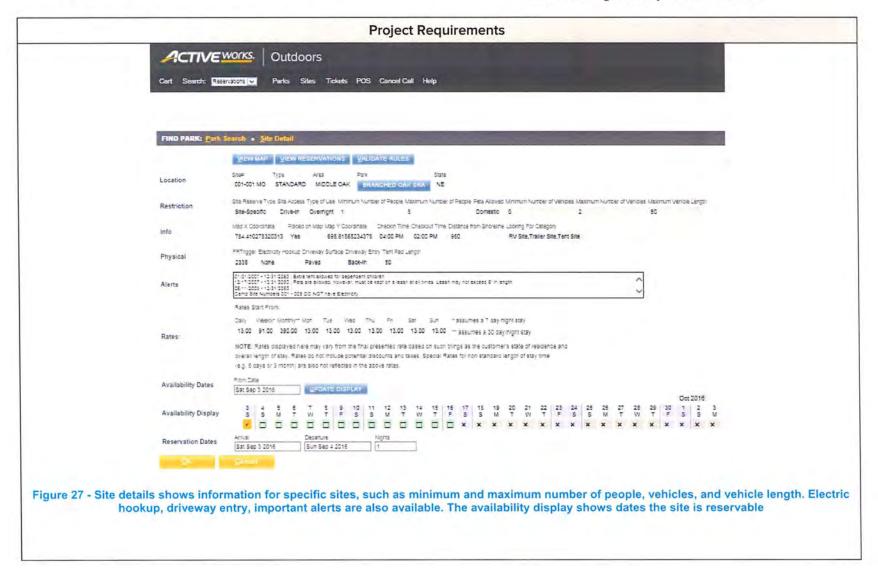




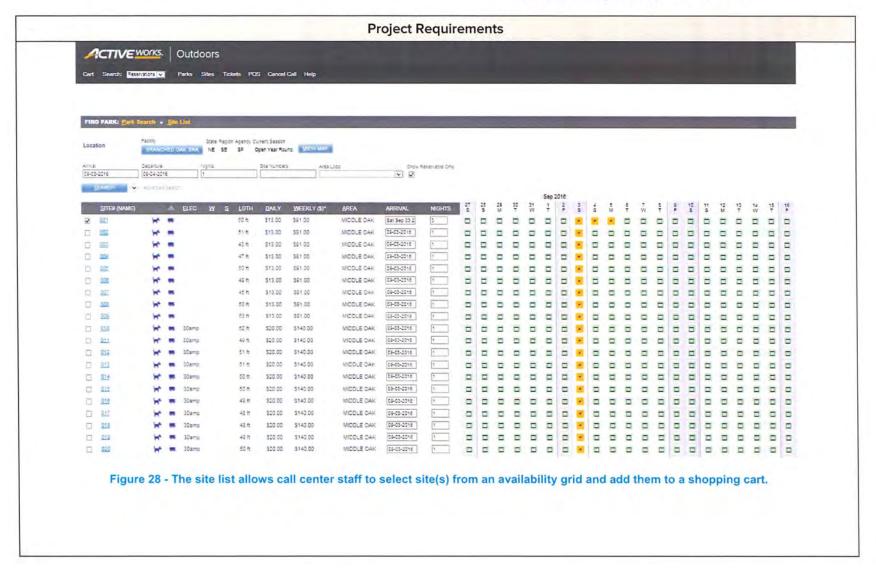




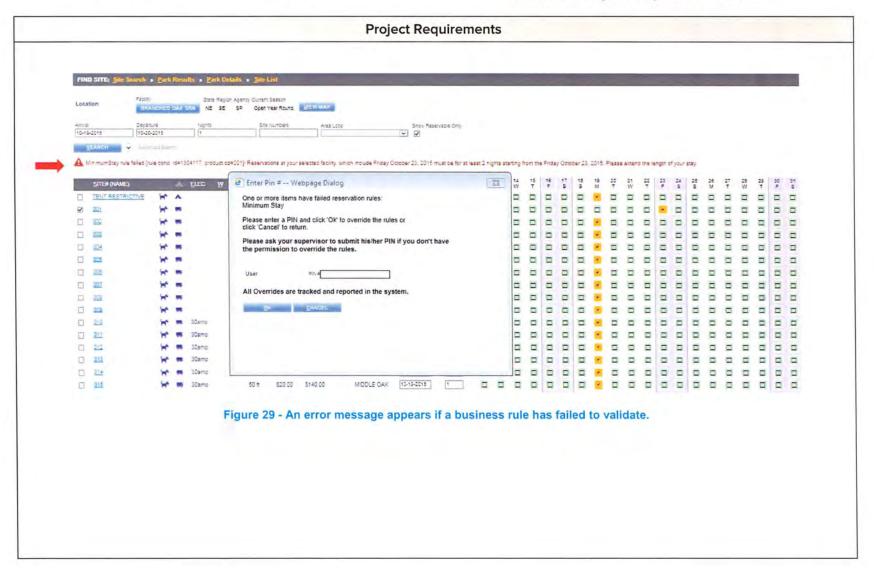




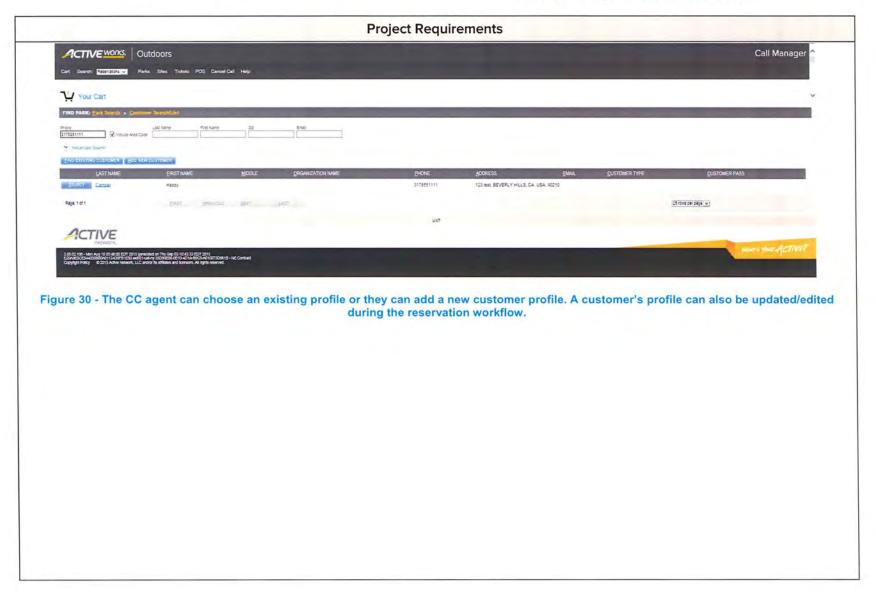




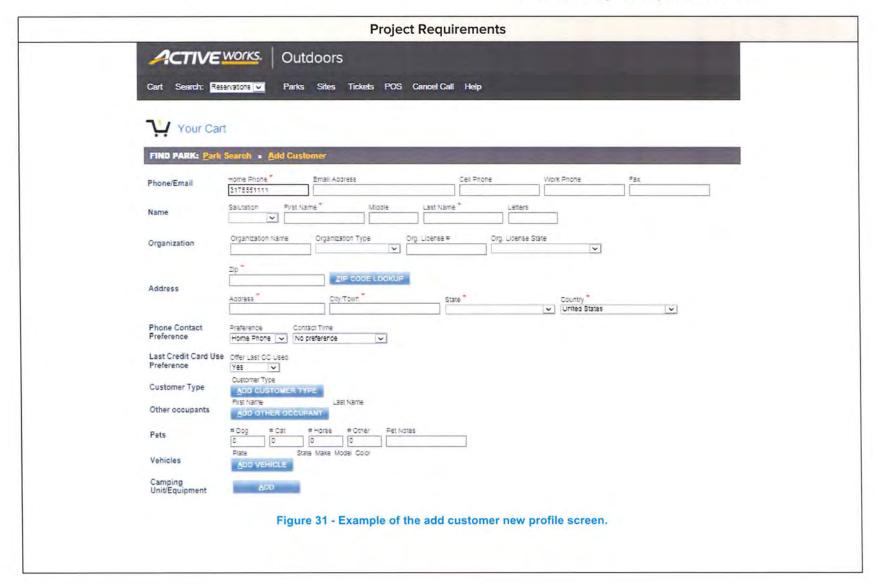




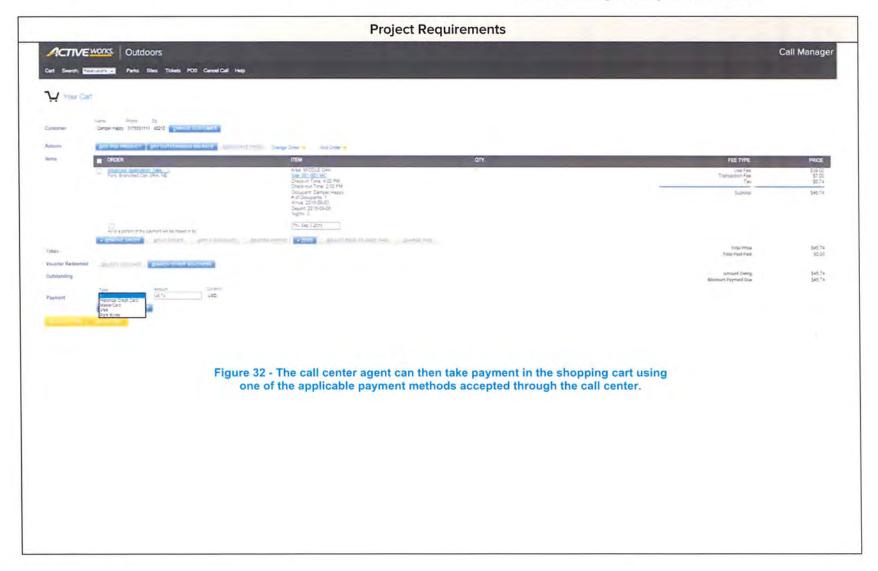




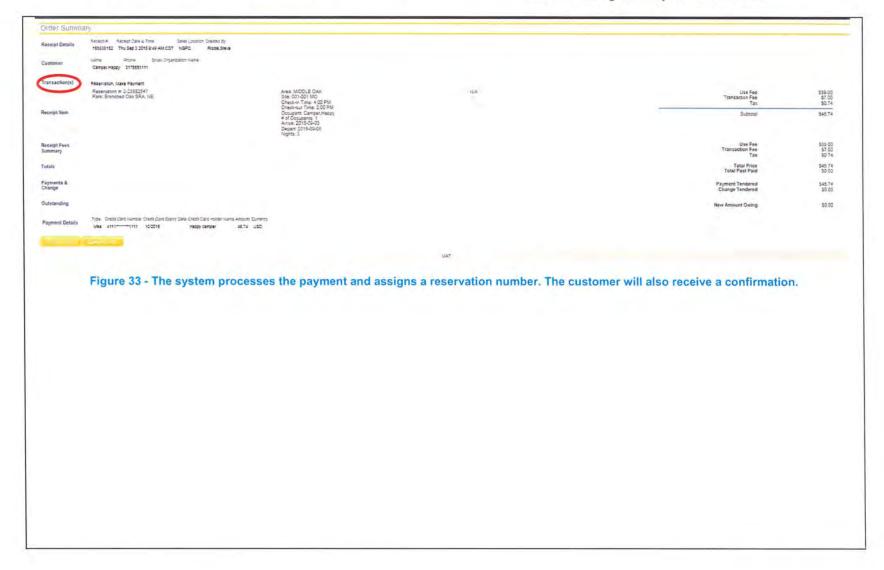




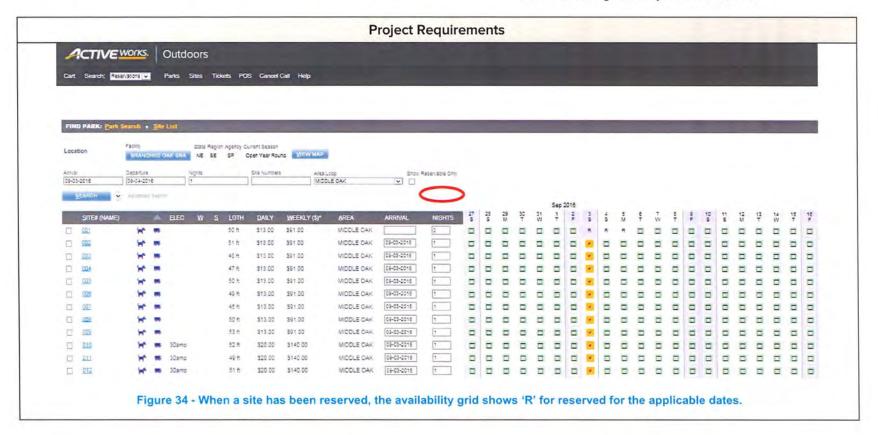




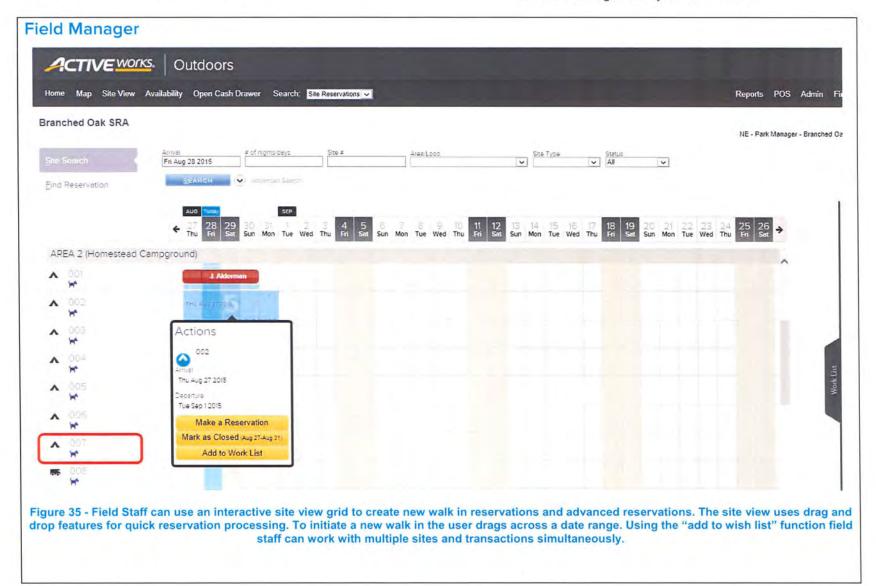




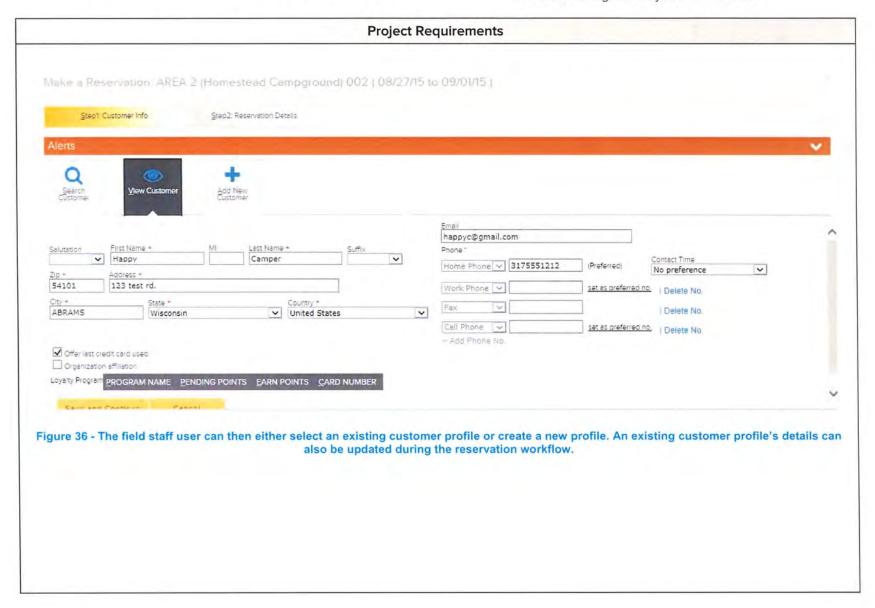




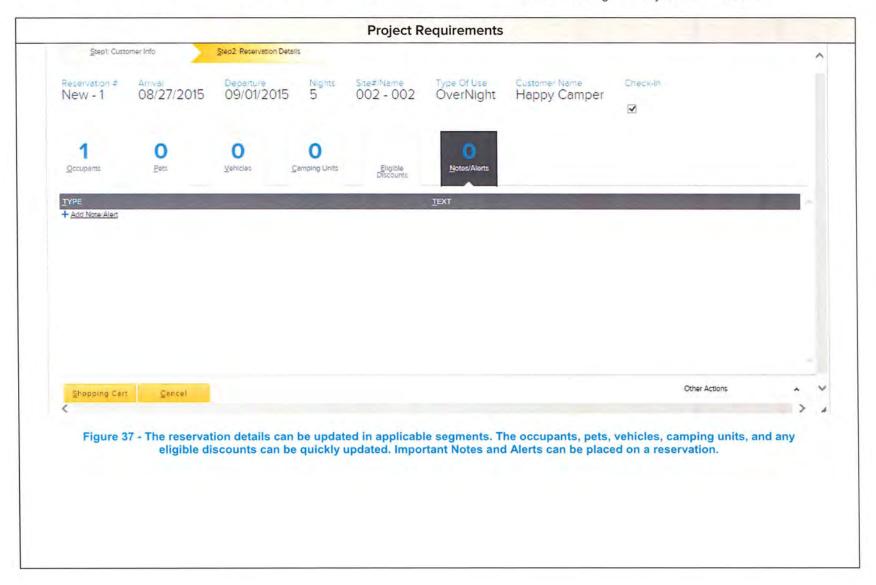








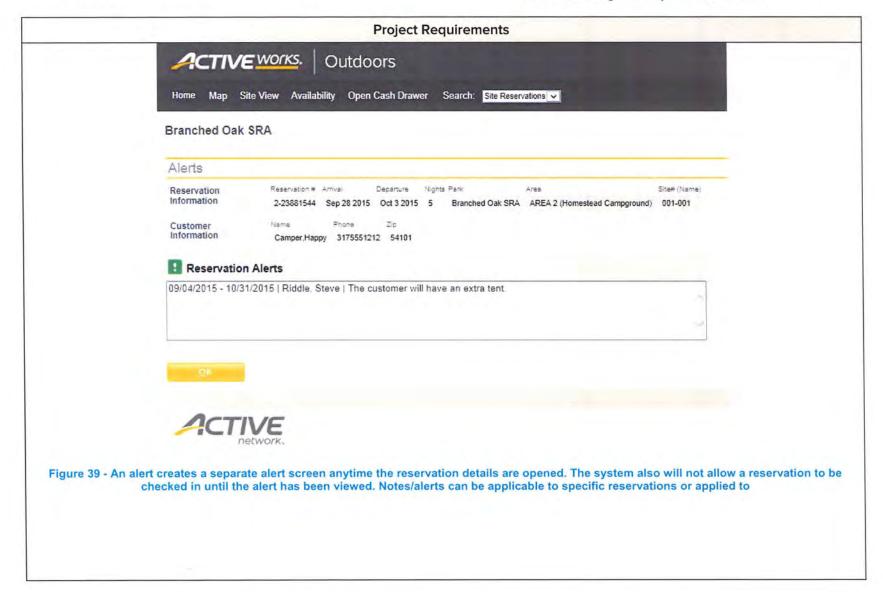




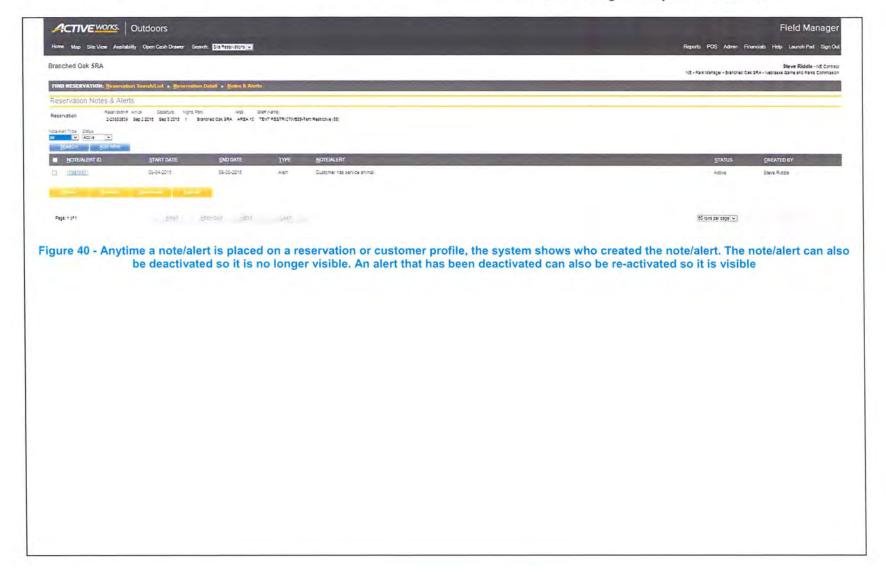


| Project Requirements | | |
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| 1 | Add Note/Ale | rt |
| A | Add | Note O Alert |
| | | |
| 1 | Гехт | |
| | • | Include in Confirmation Letter Hide Applicable Applications Call Center: □ Call Manager □ Operations Manager Field : ☑ Field Manager □ Marina Manager □ Communities |
| 1 | ŌK | CANCEL |

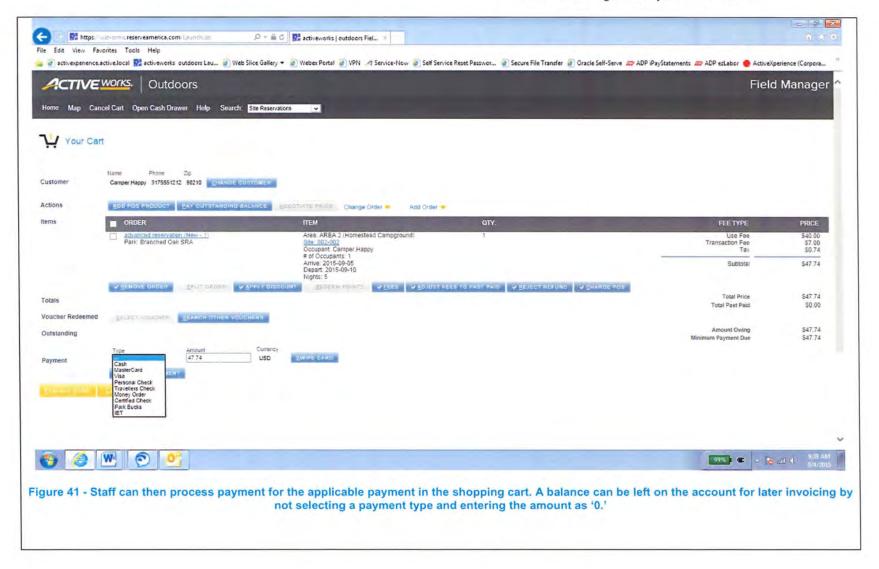




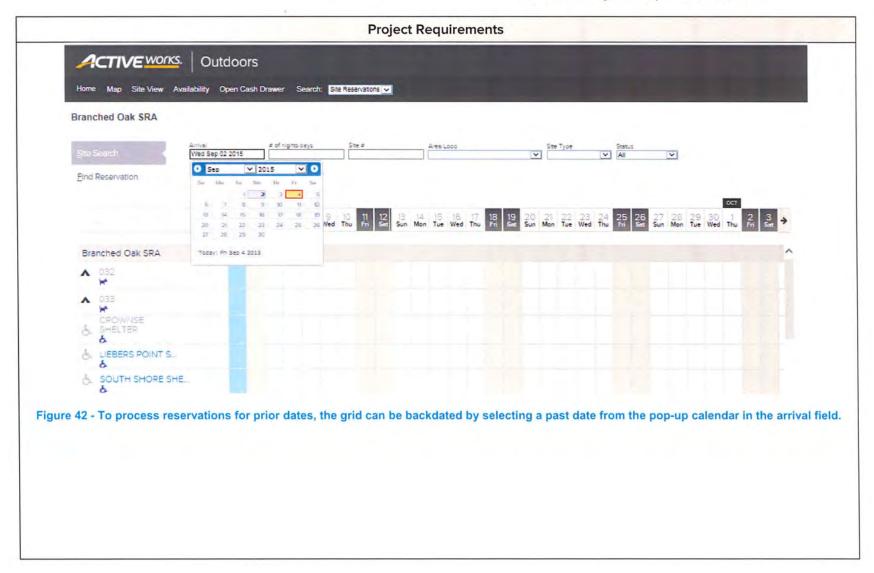




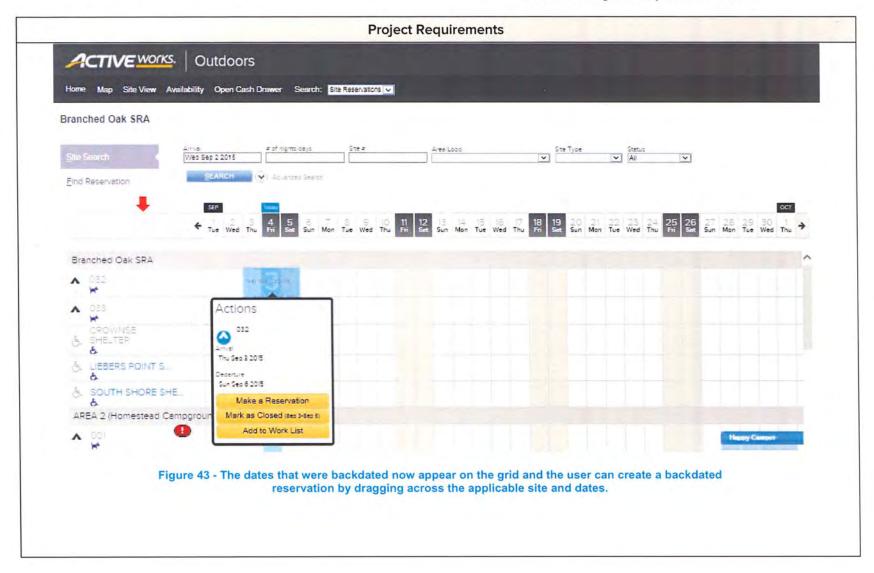




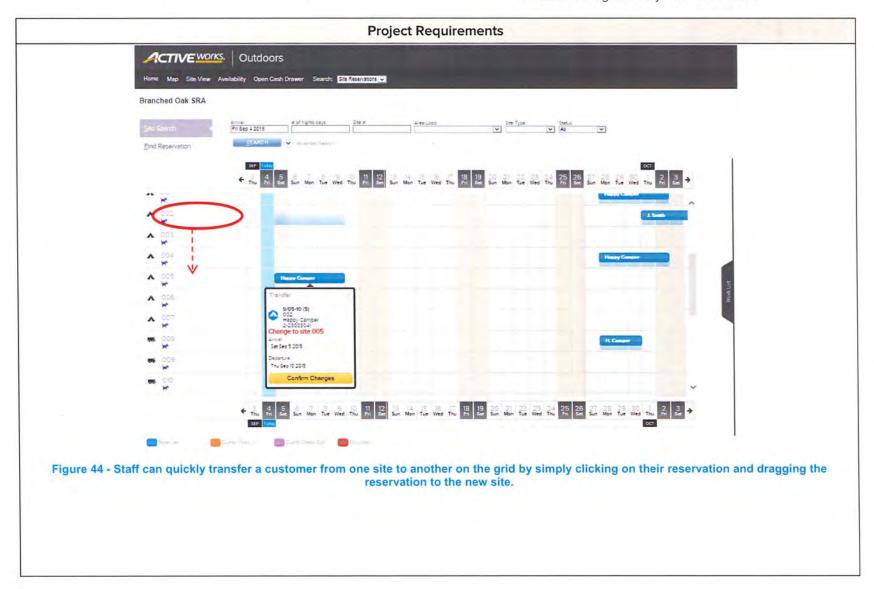




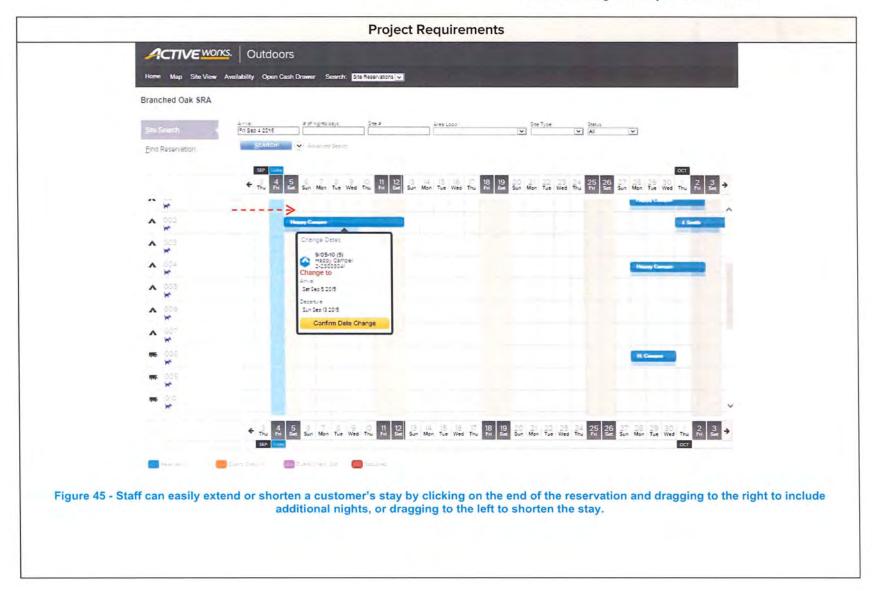




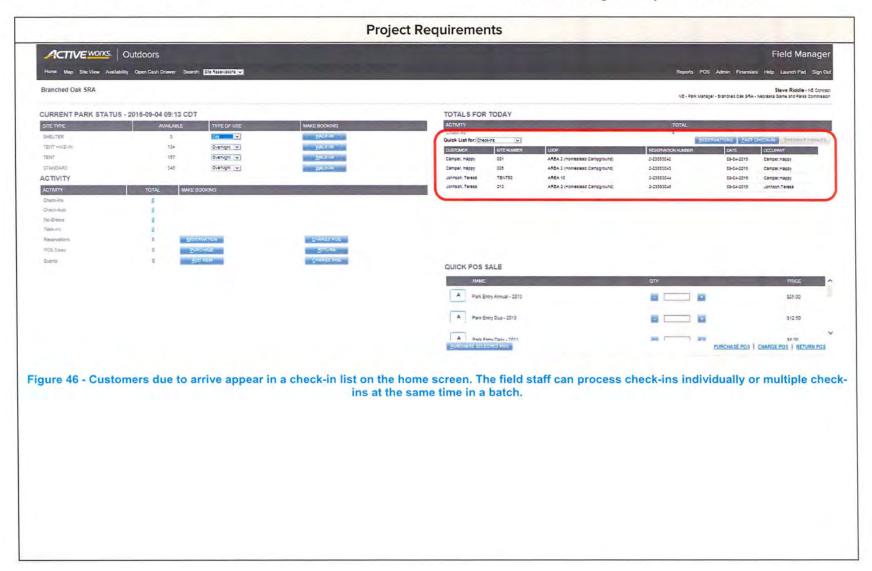




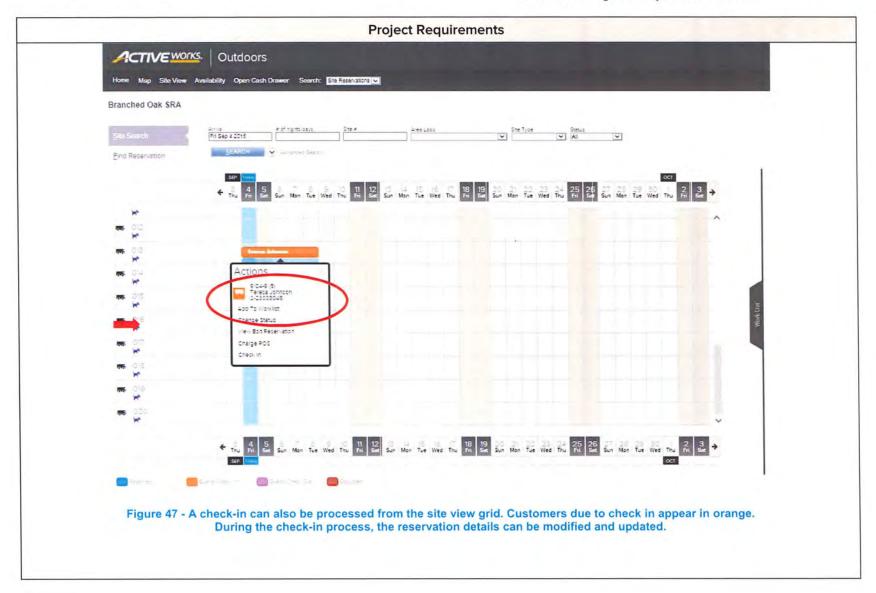




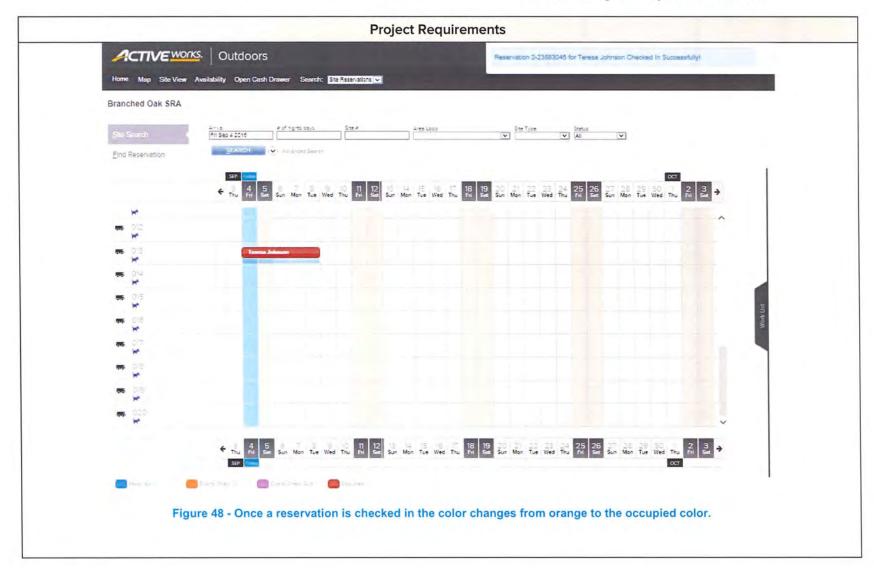




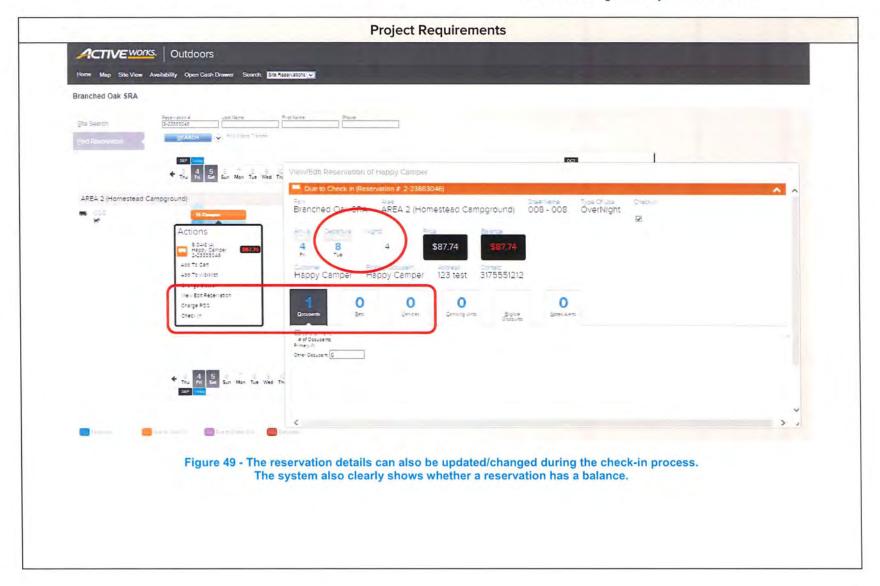




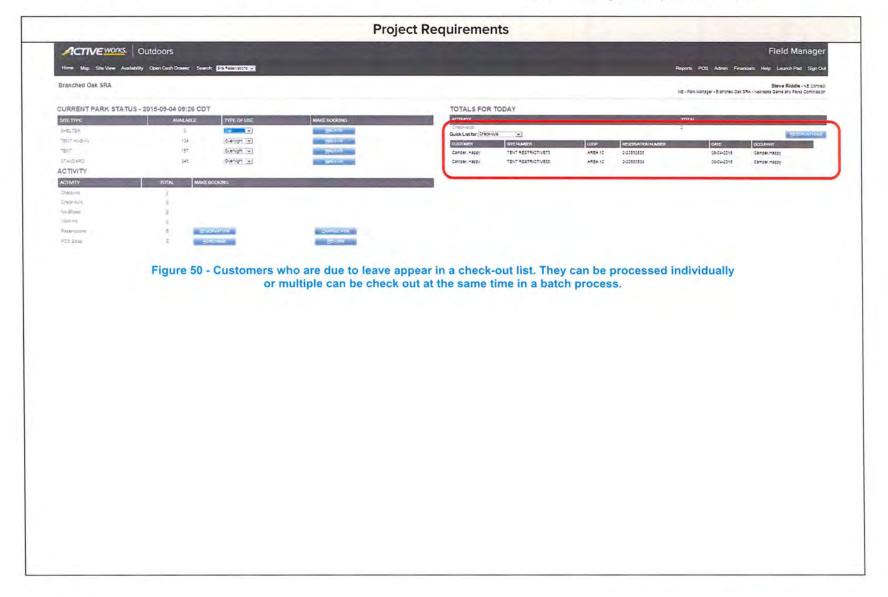




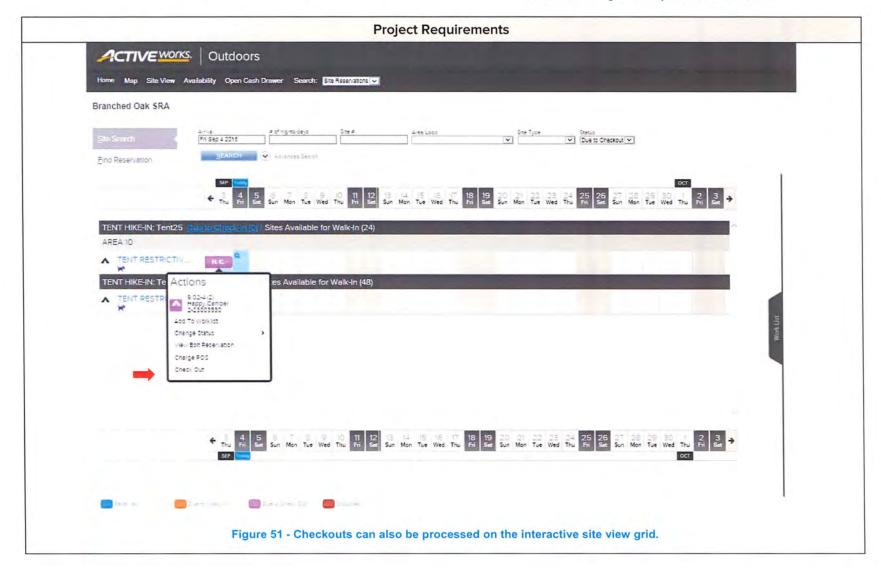




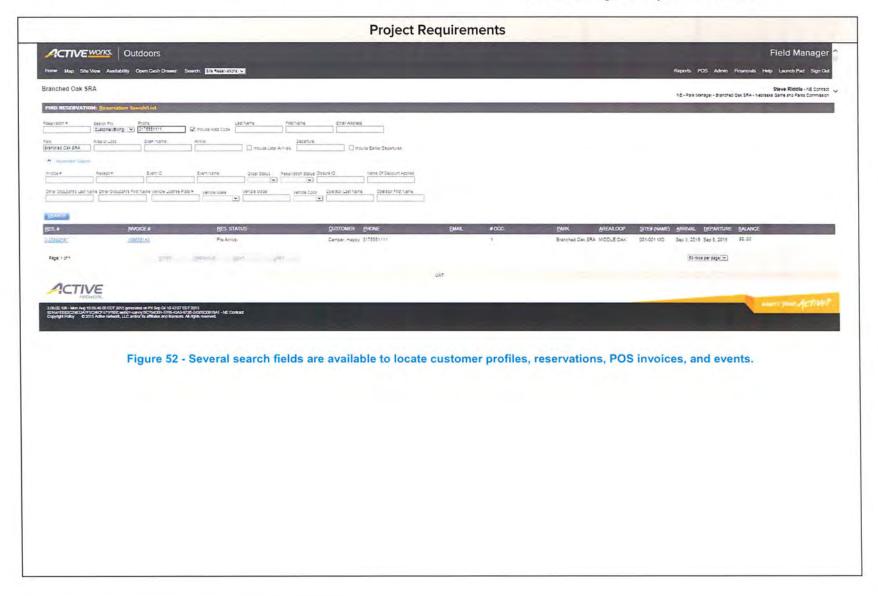




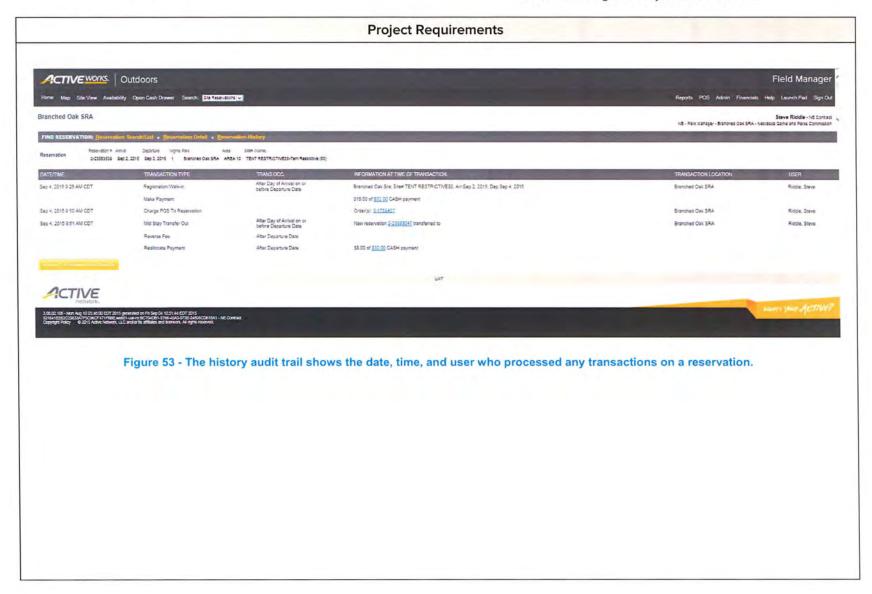




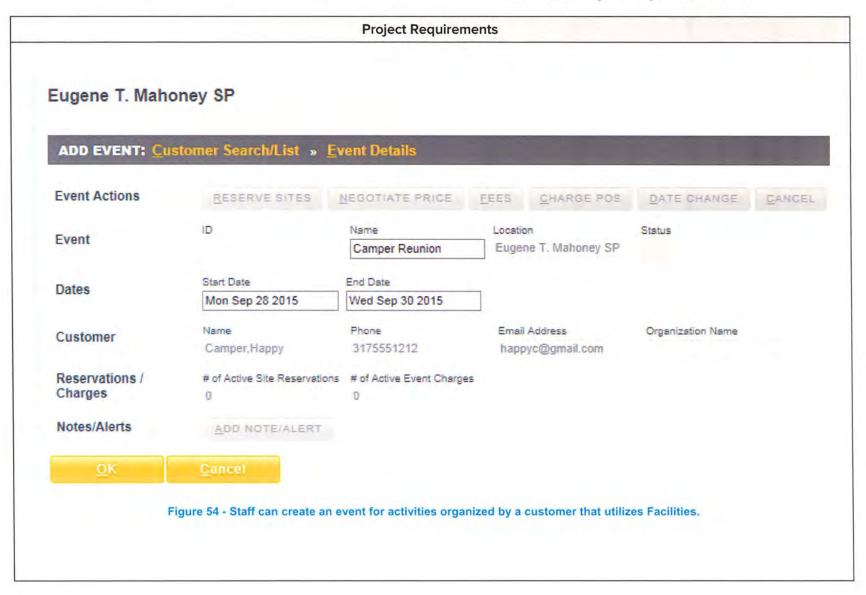




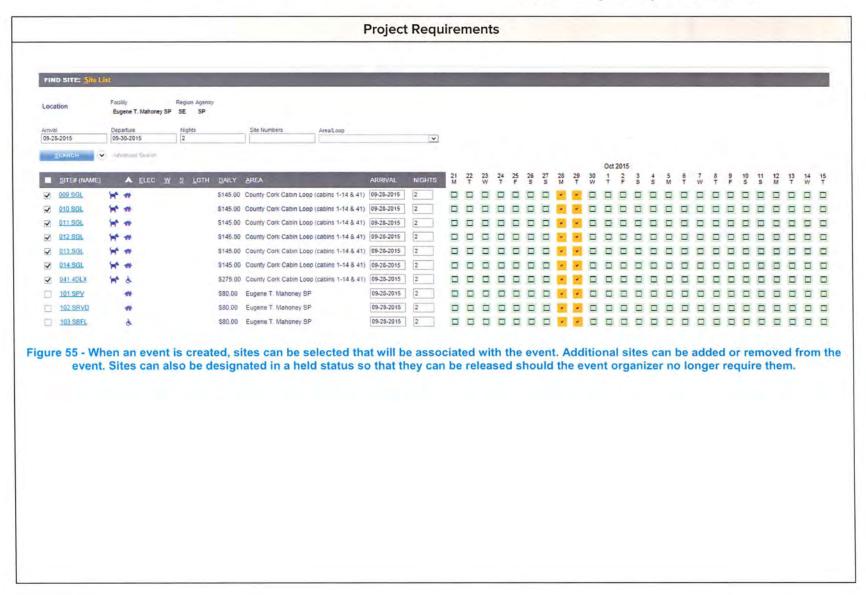








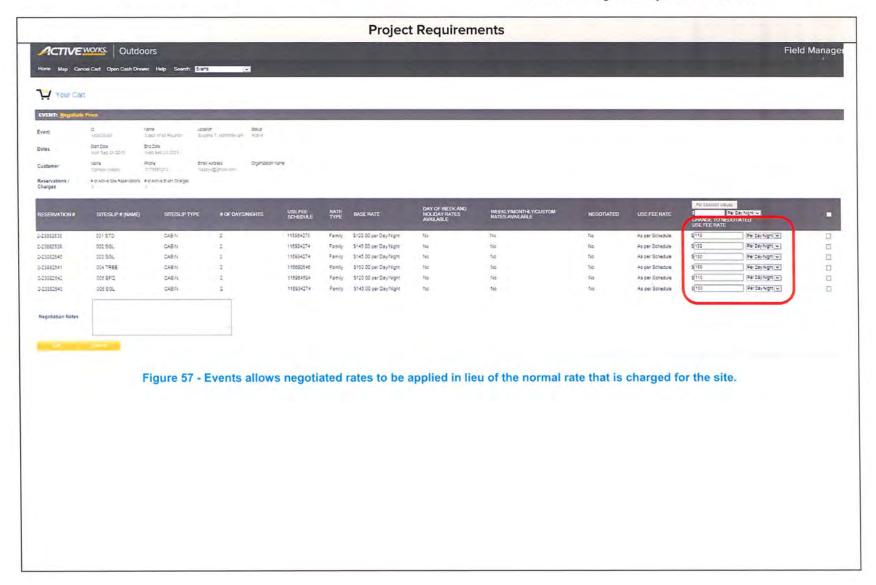




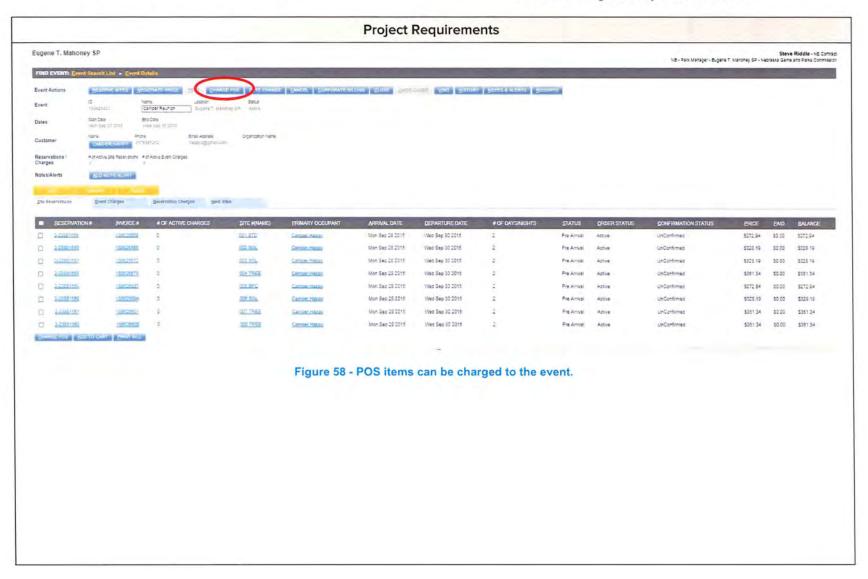


| | Project Re | equirements | | |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| | Depart 2015-06-30 Moles: 5 | | | |
| Reservation # 3,0381197 Fait: Sugaria 1 Mahotrey SP | Area: County Cork Cabin Lobp (cabins 1-14 & 41) Sale: 005 SG4 -005 SG1. Cocupant Happy Cample: Artist 2015-00-28 Desert 2015-09-30 | NA. | Use Fax Transation Fee Tax Substan | 9299,01 97,01 931,11 9329,11 |
| Park Eugene T Waterby SP | Area: County Cork Cabin Loop (cabins 1-14 & 41) Site: 004 TREE 004 TREE Coupart: Happy Camper # of Couparts: arms 2014-00-28. | NA. | Vive Fee Transaction Fee Tax Subtora | \$320.00 \$7.00 \$34.3 \$361.3 |
| Georgeon P. Collector Part. Eugena T. Manney SP | Nights: 2 Area County Cork Cabin Loop (cabins 1-14 II 41) Site: 000 8FC-000 8FC Corporation of Occupants Arms: 2015-00-03 | N/A | Usa Tea Transactor Pea A Subtotal | \$240.0 \$7.0 \$25.9 \$072.9 |
| Beanconne & J2381662 Park Evgera 1. Mahoney SP | Nights: 2 Area County Cork Cabin Loop (cabins 1-14 & 41) See: 009 SQL-009 SQL or County Cork Cabin Loop (cabins 1-14 & 41) See: 009 SQL-009 SQL or County Cork Cabin SqL Array 2014-00-23 | NA | Use Fee Transaction Fee Tran | \$290.0 \$7.0 \$31.1 \$328.1 |
| Besenton # 2338181 Park Eugene T Mahoney SP | Nights: 2 Area: County Cark Cabin Loop (cabins 1-14 & 41) See 007 TREE-007 TREE Occupant: Happy Campler # of Occupants: 4 1 | NA | Use Fee Transaction Fee Tim Subsection | \$320.0 \$7.0 \$34.3 \$361.3 |
| Bacewation & COLDEN MET. Part: Eugene T. Manoney SP | Depart 2015-04-30 Nights 2 Area: County Cark Calen Loop (cabins 1-14 & 41) See: COSTREE-OST TREE Decount Happy Camper Armine 2015-05-02 | NA | Use Fee Transaction Fee Tax Subtrotal | \$320.5 \$7.0 \$34.3 \$361.4 |
| SELECT VALUETER SCANNER VALUETAS Type Annual Currency TYPE INVEST USO Spale Except | | a vicanication | Tabil Price Total Paris Total Paris Joneunt Owing Minimum Payment Dise | \$2,814.4 \$272.8 \$2,341.5 |
| Scritting Symmetry | | | | |
| Figure 56 - A payment c | an be taken when the event is s | set up or the balance can be left | unpaid for later invoicing. | |
| | Recognition | Besergtion # 2-0381187 | Security Company Com | Passagemen # 2019 111 NA |

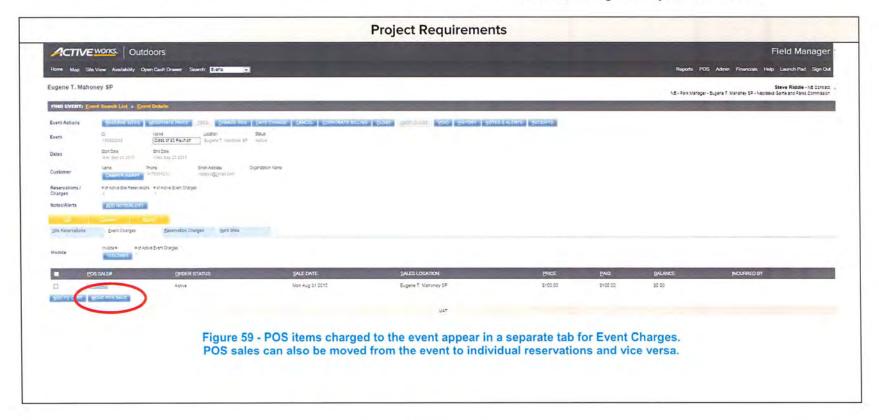




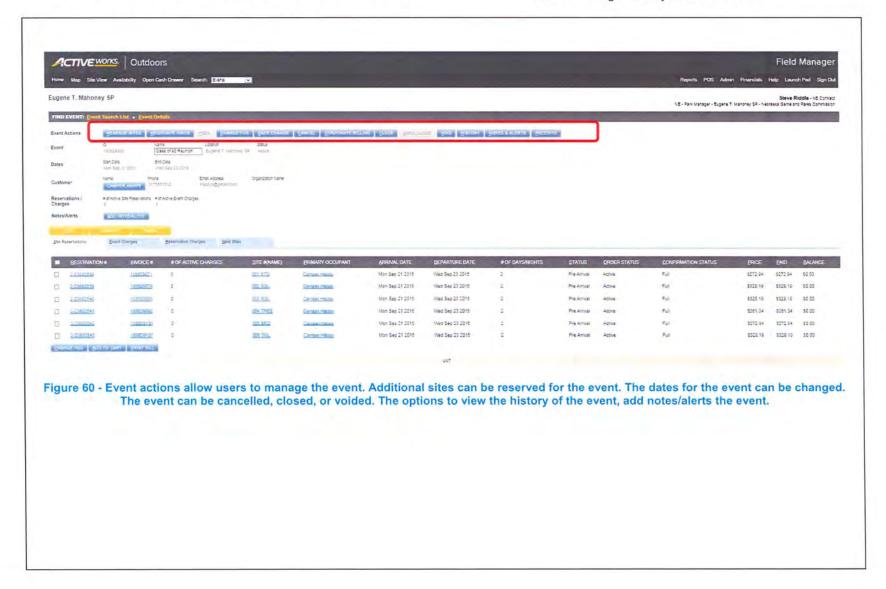




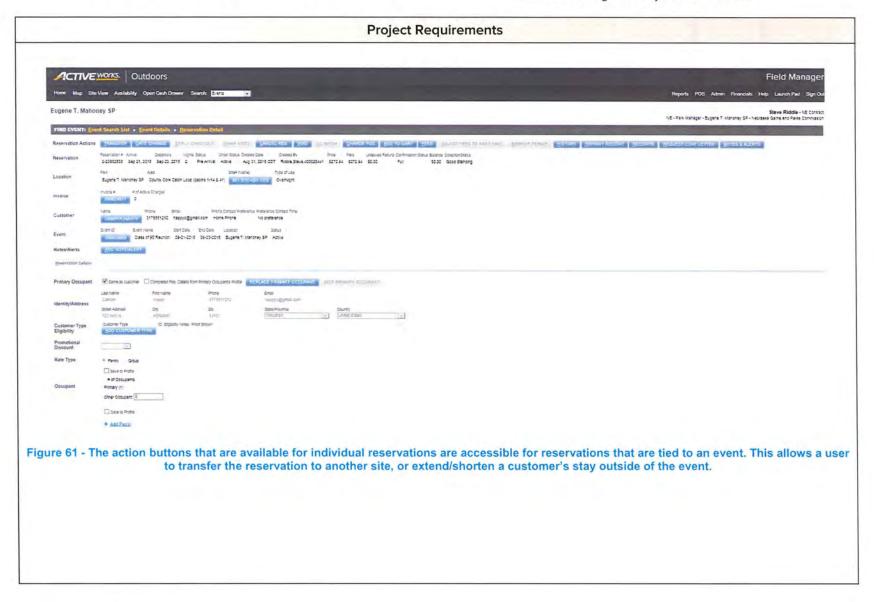




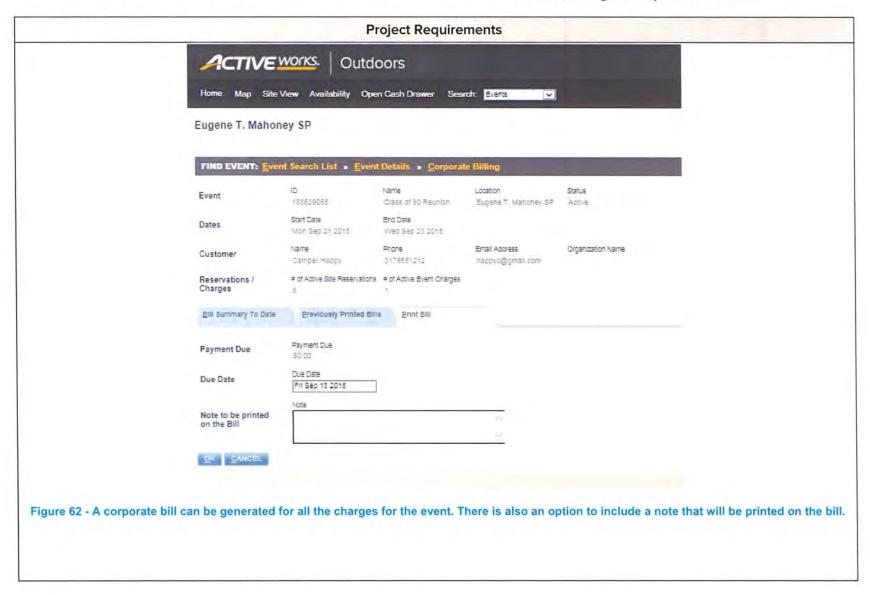














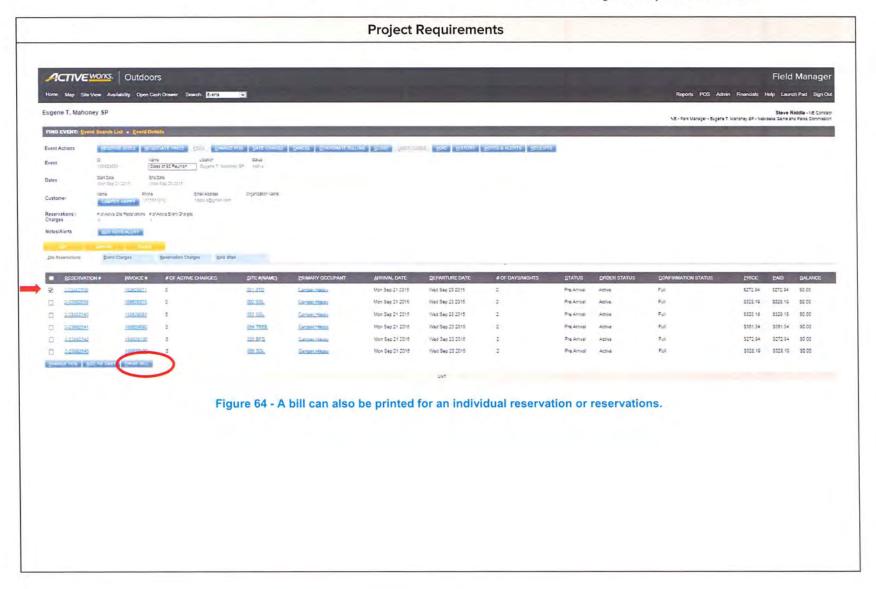
In account with: HAPPY CAMPER 123 TEST RD. ABRAMS, WISCONSIN 54101 UNITED STATES Evert Corporate Biti Eugene T. Mahoney SP 26500 West Park Hwy Ashland, Neoraska 66003 United Ctates Run Date and Time: Aug 28 2015 11:28:43 AM CDT PLEASE REMIT PAYMENT TO: 28500 West Park Hay Ashland, Neoraska 66003 United States Event ID: Event Name: Stan Date: End Date: 188625433 186628687 Bill Date:
Payment Due Date:
Payment Due: Camper Reunion Sep 28 2015 Sep 30 2015 Aug 28 2015 Sep 11 2015 \$2,614.47 Reservation and Charges invoice # 188626558 Amusi Date: Departure Date: # Days/Ngms: Reservation Status: Order Status: Reservation # 2-23881555 540 28 2015 001 STD-001 STD Sep 30 2015 Primary Occupant: Camper, Happy Check-in: Check-Dut: Pre Arrival ACEVS. RESERVATION FEES Transaction Date Use Fee 5240.00 Aug 28 2015 Transaction Fee, Reservation \$7.00 325.94 Taxes. Sub-total Reservation Fees For Reservation # 2-23881555 \$272.94 TOTAL for Reservation # 2-23881555 \$272.94 Reservation and Charges Reservation #: Eite #(Name): Amvai Date: Departure: Date: Dep 28 2015 Dep 30 2015 002 DGL-002 DGL Primary Occupant Сатрег,нарру # Days/Nights: Check-fut: Reservation Status: Order Status: Pre Arriva RESERVATION FEES Transaction Date Description Amount \$290.00 \$7.00 \$31.19 Use Fee Aug 28 2015 Transaction Fee, Reservation Sub-total Reservation Fees For Reservation # 2-23861556 \$328.15 Page 1 of 4

| | | AL for Reservation # 2-23881556 | | \$328.15 |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------|
| Reservation and Charges | | invoice si: | 188626572 | |
| Reservation #: Cite #(Name): Primary Occupant: Check-In: Check-Out: | 2-23681557 003 SQL-603 SQL Camper,Happy | Amval Dode: Departure Dale: # Days Nights: Reservation Status: Order Status: | Sep 28 2015 Sep 30 2015 2 Pre Arrival Active | |
| RESERVATION FEES | account. | | | 10000 |
| Transaction Date | Description | | | Amount |
| Aug 28 2015 | Use Fee Transaction Fee, Reserv Taxes | | | \$290.00 57.00 531.19 |
| | | total Reservation Fees For Reservation # 2-2388 | 1557 | \$328.19 |
| | | TOTAL for Reservation #2-23881557 | | |
| Reservation and Charges | | Invoice #: | 188626579 | |
| Reservation #: Site #(Name): Primary Occupant: Check-In: Check-Out: | 2-23881558 004 TREE-004 TREE Camper, Happy | Arrival Date: Deparative Date: # Days Nights: Reternation Status: Order Status: | Sep 28 2015 Sep 30 2015 2 Pre Arrival Active | |
| RESERVATION FEES | Description | | | Amount |
| Aug 28 2018 | Use Fee Transaction Fee, Resen Taxes | total Reservation Fees For Reservation # 2-2388 | 1558 | \$320.00 \$7.00 \$34.34 \$361.34 |
| | | TAL for Reservation # 2-23881558 | | \$361.34 |
| Reservation and Charges Reservation #. Site #(Name): Primary Occupant: Check-Out: RESERVATION FEES | 2-23881559 005 BFQ-005 BFQ Camper Happy | Invoice #: Amval Date: Departure Date: # Days.Nepts: Resentation Catalus: Order Dataus: | 188626587 Cep 28 2015 Cep 30 2015 2 Pre Artival Active | |
| Transaction Date | Description | | | Amount |
| Aug 28 2018 | Use Fee Transaction Fee, Reser Taxes | | | \$240.00 \$7.00 \$25.94 |
| | | total Reservation Fees For Reservation # 2-2388 | 1559 | \$272.54 |
| | | TOTAL for Reservation # 2-23881559 | | |



Project Requirements Reservation and Charges 188626594 2-23881550 006 SGL-006 SGL Sep 28 2015 Sep 30 2015 Attival Date: Reservation #: Site #(Name): Departure Date Primary Occupant: Camper, Happy # Days/Nights: Pre Arrival Active Check-fut: Check-Out: Reservation Status. Order Status: RESERVATION FEES Transaction Date Use Fee \$290.00 Aug 28 2015 Transaction Fee, Reservation 57.00 \$31.19 Taxes Sub-total Reservation Fees For Reservation # 2-23881560 \$328.19 TOTAL for Reservation # 2-23881560 \$328.19 Reservation and Charges 188626601 Reservation #. Site #(Name): 2-23881561 Arrival Date: Sep 28 2015 Sep 30 2015 007 TREE-007 TREE Departure Date: # Days/Nights: Reservation Status: Primary Occupant: Camper, Happy Pre Arrival Check-In: Check-Out: Order Status: RESERVATION FEES Description Amount Transaction Date \$320.00 Use Fee Transaction Fee, Reservation 57.00 Aug 28 2015 \$34.34 Sub-total Reservation Fees For Reservation # 2-23881561 \$361.34 TOTAL for Reservation # 2-23881561 \$361,34 Recervation and Charges involce #: 188626608 2-23881562 Amual Date: Sep 28 2015 Sep 30 2015 Reservation # Departure Date: # Days/Nights: Site #(Name). 008 TREE-008 TREE Camper, Happy Frimary Occupant: Reservation Status: Order Status: Check-in: Check-Out: RESERVATION FEES Transaction Date 5320.00 Use Fee Aug 28 2015 Transaction Fee, Reservation \$34.34 \$361.34 Taxes Sub-total Reservation Fees For Reservation # 2-23881562 TOTAL for Reservation # 2-23881562 \$361.34 TOTAL PRICE (\$0.00) TOTAL PAYMENT Page 3 of 4 AMOUNT OWING MINIMUM PAYMENT DUE \$2,614,47 DUE DATE Sep 11 2015 Please indicate 'Payment for Event ID: 188626433' with your remittance. Figure 63 - Example of an even corporate bill.







Project Requirements in account with Reservation and Charges Bill Eugene T, Manoney SP 28500 West Park Hwy HAPPY CAMPER 123 TEST RO. ABRAMS, WISCONSIN 54101 UNITED STATES Ashland, Nebraska 68003 United States Run Date and Time: Sep 64 2016 10:29:35 AM COT PLEASE REMIT PAYMENT TO: 28500 West Pank Hwy Ashland, Nebraska 65003 United Otates Event ID: Event Name: Start Date: End Date: 185629065 Class of 90 Réunion 949 21 2015 Sep 23 2015 168639036 Dep 04 2015 Sep 16 2015 50.00 Bill Date: Payment Due Date: Payment Due: involce #: 188629071 Reservation #: Site #(Name): 2-23882538 001 STD-001 STD Arrival Date: Departure Date: Sep 21 2015 Sep 23 2015 ≠ Days/Nights: Reservation Status: Рппагу Оссирать Camper. Happy Check-In: Pre Arma Check-Our Order Status: Active RESERVATION FEES Description Transaction Date Amount \$240.00 \$7.00 \$25.94 Use Fee Aug 31, 2015 Transaction Fee, Reservation Taxes TOTAL Reservation Fees \$272.94 PAYMENTS Payment # Amount Payment Date Description Aug 31 2015 188629109 Cash (5272.94) TOTAL Payment (\$272.94) TOTAL PRICE TOTAL PAYMENT \$272.54 (\$272.54) AMOUNT OWING \$0.00 MINIMUM PAYMENT DUE \$0,00 DUE DATE Please indicate "Payment for Reservation #: 2-23882538" with your remittance. Page 1 of 2 Figure 65 - Example of a bill printed for an individual reservation on the event.



As your current system provider, ACTIVE Network will continue to introduce enhancements that will improve the productivity and efficiency of staff. The auto check-in and auto-check out function as well as Site View within Field Manager are just two examples of efficiency gains. Additionally, the introduction of the Field Manager Mobile solution enabling field staff to process transactions without being tied to a computer or office is a key factor in improving productivity.

| RTM # | Sales Processing | Yes | Customization Required | No | Alternate |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|----|-----------|
| RTM-3 | Bidder should describe, and provide screen shots to show, their Sales module's: • features and processes, to include the features of the current system as described in Appendix A, item 5, | ~ | | | |
| | display of merchandise items by sales channel, | V | | | |
| | processing of tips collected from customers, | / | | | |
| | handling of discounts, | 1 | | | |
| | ability to group items to sell as a package, | - < | | | |
| | integration with the Reservation module, and | V | | | |
| | offline functioning. | 1 | | | |

Bidder Response:

In addition to our Camping Reservation System, ACTIVE Network also offers a full retail management solution with the benefit of full integration into AWO for consolidated revenue and sales reporting and credit card reconciliation.

In use by NGPC today, ACTIVE's POS offers flexibility combined with full integration to AWO for ease of reporting and management. Whether used to sell items such as daily park entrance, or firewood at the time of check-in, or to manage full-scale, stand-alone, retail



Project Requirements

operations, our POS solutions are easy to use, efficient, and provide for consolidated financial reporting, inventory management, and facility money management.

Field Manager POS

Field Manager's integrated POS functionality, including Quick POS, can be used in conjunction with our inventory-tracking module. Field Manager POS is intended for use at locations that combine camping transactions such as check-ins and walk-ins with retail purchases.

- Supports general public or customer-specific sales
- Processes standalone POS sales
- Manages combined POS and check-in/walk-in transactions
- Allows charge POS transaction with payment process on checkout
- Supports POS sales from any mobile device using Field Manager Mobile

Store Manager

Store Manager supports the sale of POS products at parks and retail locations. Store Manager is optimized for high volume retail POS implementations.

- Processes accelerated sales workflows using a touchscreen or a scanner
- Synchronizes with AWO (on a regularly-scheduled basis or on demand) allowing consolidated cash drawer reconciliation and revenue reporting
- Supports offline sales making it an ideal solution for locations with no connectivity such as lakefront concessions, mountain areas, or marina docks

Internet Sales

The sale of merchandise, passes, and other items through the Internet sales channel is in place today for NGPC. Currently, ACTIVE sells subscriptions for the NEBRASKAland magazine during the reservation workflow as shown in Figure 66 and Figure 67 below. The cost of the item can vary by park.







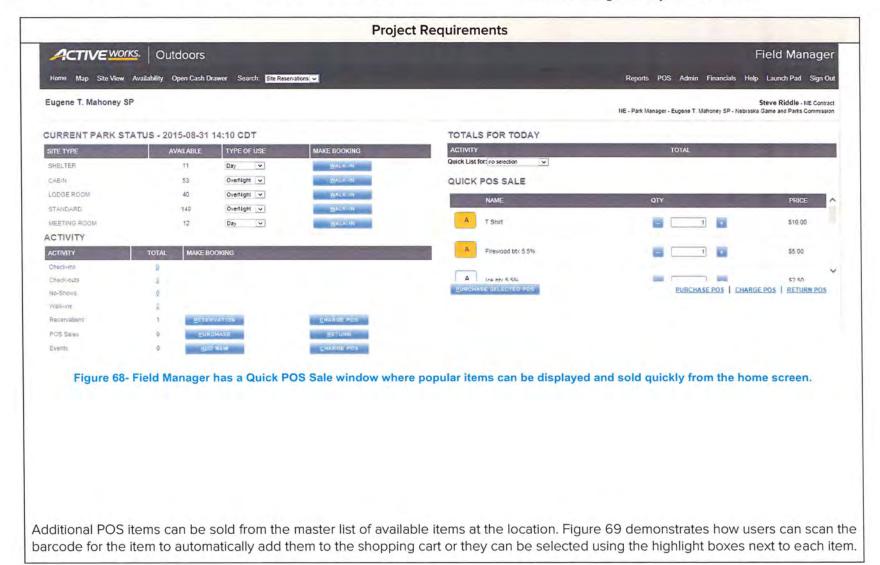


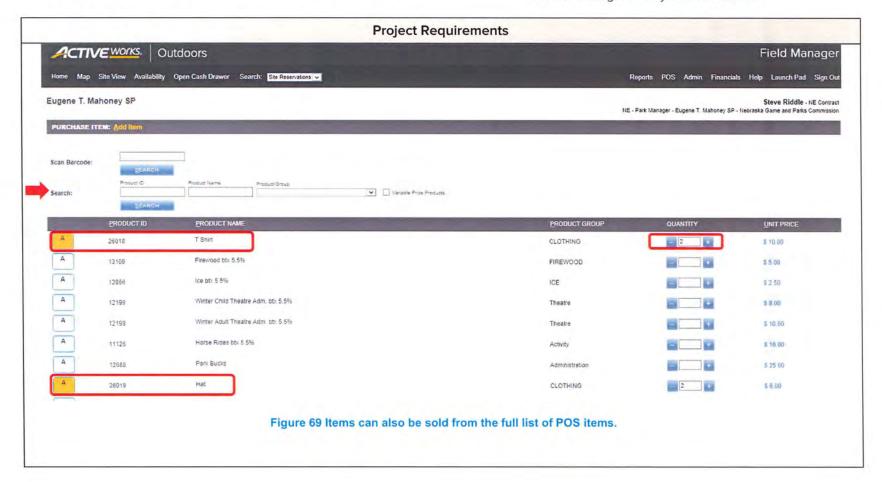
Figure 67 - The Subscription Cost Appears in the Shopping Cart

POS Functions and Features

Quick POS is available from the Field Manager home screen as seen in Figure 68 below. The items displayed as well as the number of items available through the quick sale can be configured in inventory manager. Additionally, the order of items can be defined by location providing flexibility based on each park's needs.







ACTIVE's POS solutions support sale to generic customers or if desired the user can select the change customer button to associate the sale with a specific individual as seen in Figure 70.

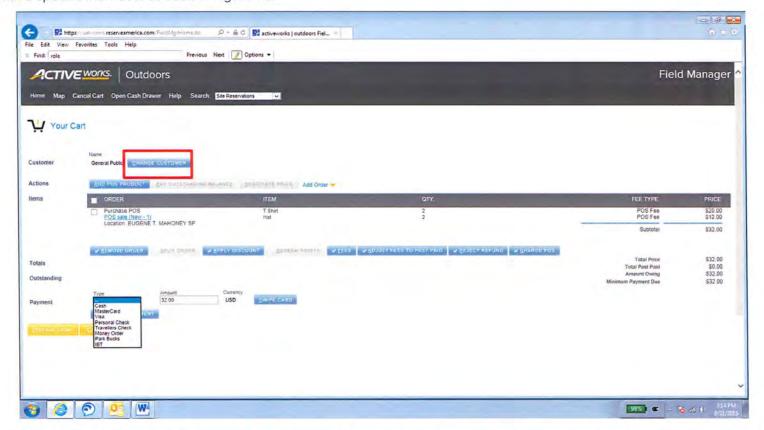
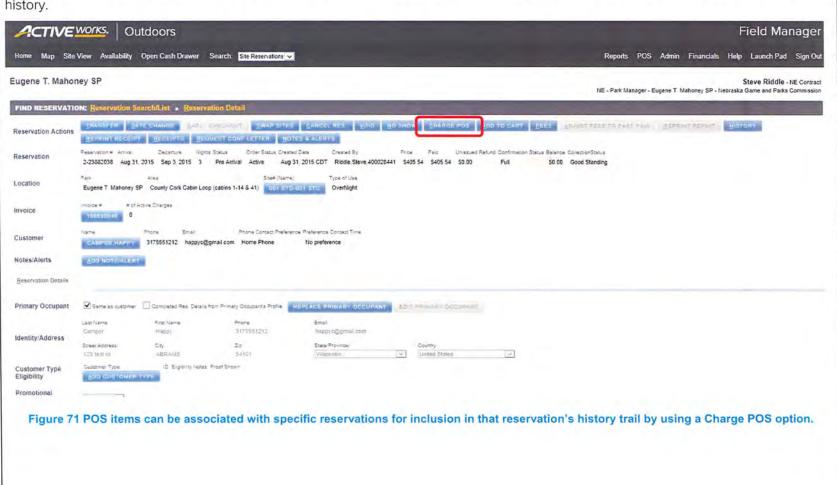


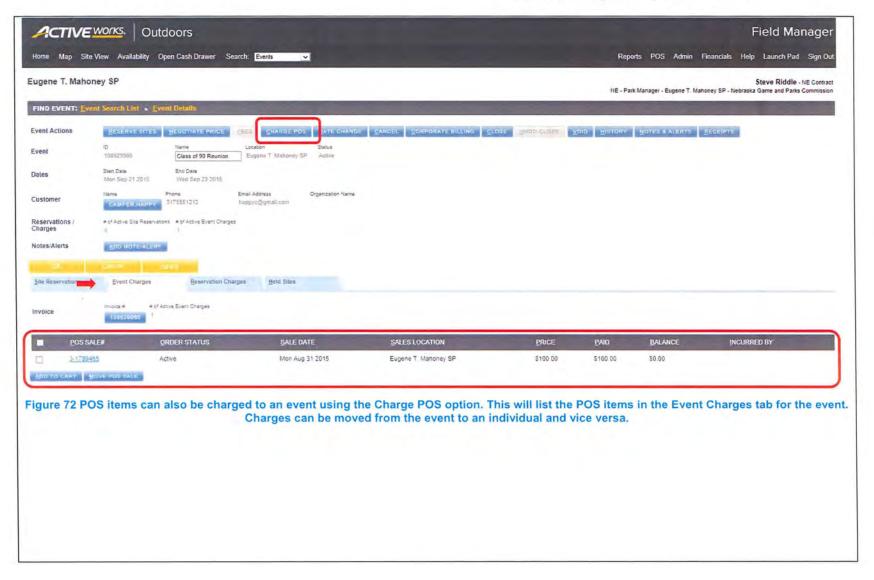
Figure 70 Once the POS items have been added to the shopping cart, the user can select the payment method and process the payment. The sale defaults to a generic customer. Users have the ability to choose *Change Customer* to associate the sale with a specific Customer profile.



The charge POS option enables customers to purchase a POS item to be paid for at a later time, see Figure 71. The charge POS function also associates the item purchased to the customers reservation or to an event, see Figure 72, making it traceable through the reservation history.









The following screenshot show Store Manager POS, which is designed for use in retail locations with high sales volumes. The use of touch-screens makes the processing of sales intuitive requiring minimal training for staff. Figure 73 below shows the Store Manager Sale page, which allows users to select from specific categories of products down the left side and then displays the products associated with that category in the buttons across the top of the screen.

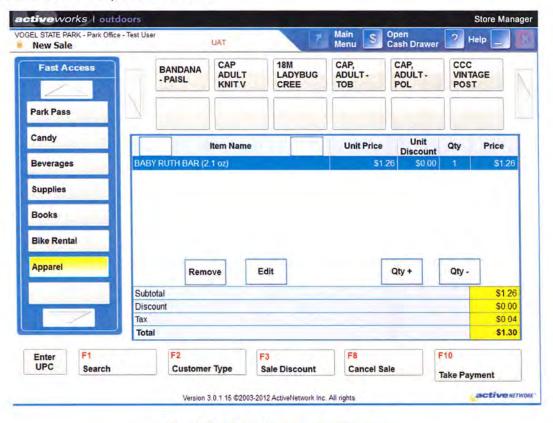


Figure 73 - Store Manager shopping cart



Figure 74 depicts the acceptable payment methods based on NGPC's specific configuration. Store Manager allows for the splitting of payments should it be necessary to do so.

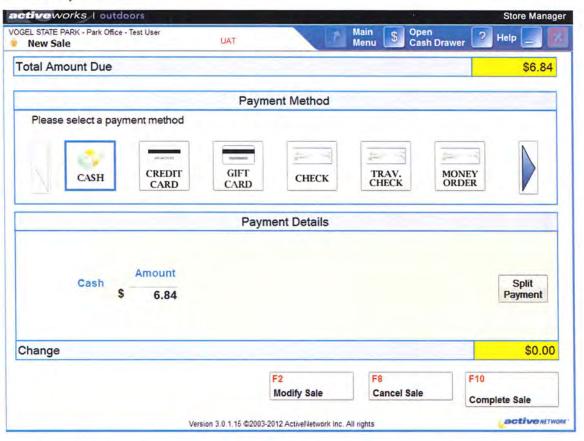


Figure 74 Users can process sales based on payment methods accepted at the location.



Store Manager synchronizes with the central database on a regularly scheduled basis when connected or on-demand at the end of the day. The specific schedule is configurable as shown in Figure 75 based on connectivity speeds and the volume of transactions processed at the location. Processing of payments while working in offline (no connection) mode is available for cash and check payment.

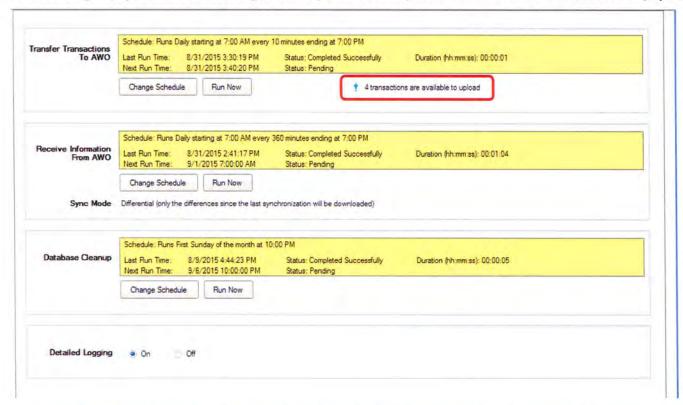
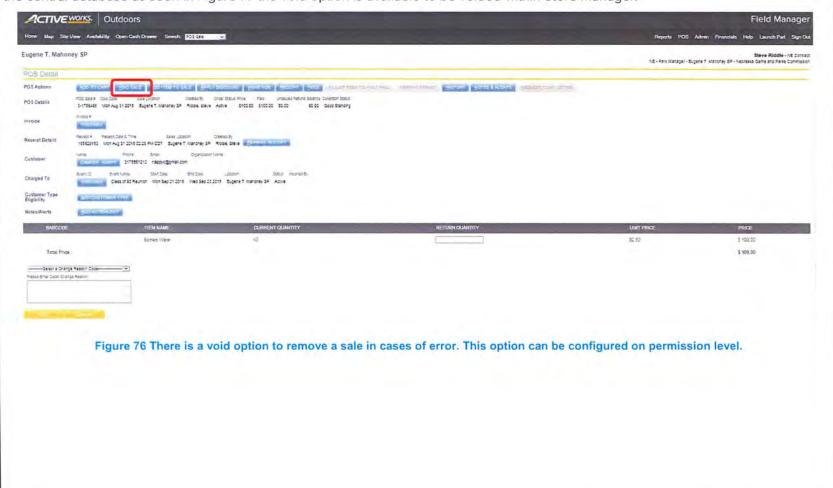


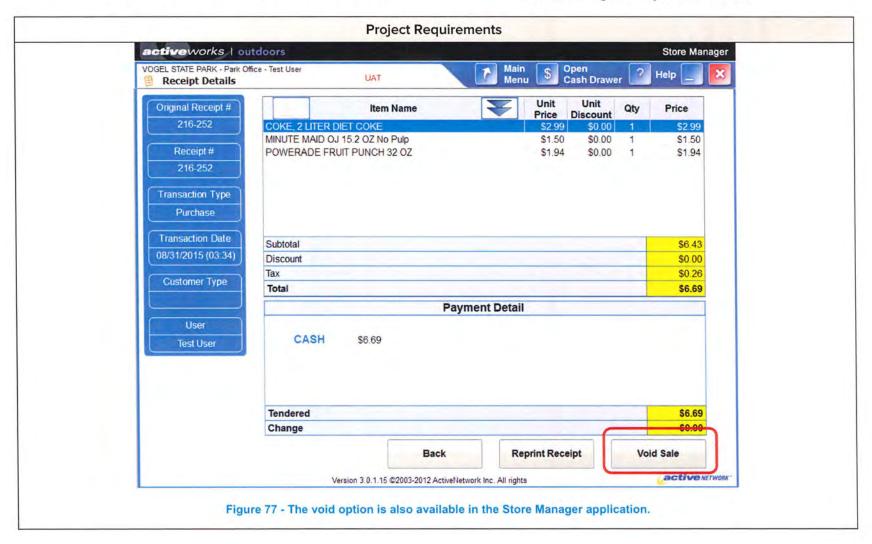
Figure 75 Store Manager can process offline cash and check sales. Sales are then uploaded to field manager on a synchronization schedule or can also by sync'd manually. Store Manager also receives information from AWO for any product updates/changes.



Staff with appropriate permissions can void a transaction if it was made in error. If the transaction has already synchronized to the central database the void must be handled through Field Manager as shown in Figure 76 below. Prior to the initial transaction being sync'd to the central database as seen in Figure 77 the void option is available to be voided within Store Manager.



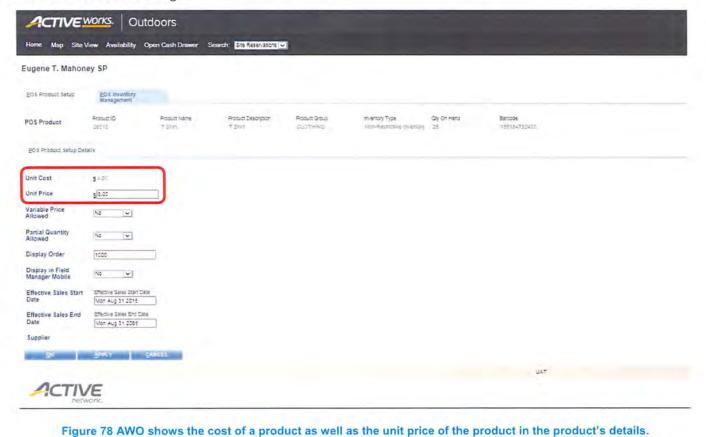






Project Requirements

The AWO Point of Sale (POS) module is currently supporting more than 10,000 individual items for several clients and features a full Warehouse Management component with full Inventory Tracking capabilities. As shown in Figure 78 the inventory tracking module includes product cost and sale prices with a weighted average cost of goods sold calculation automatically occurring following the receipt of goods or reduction based on damage.



ACTIVE network.

The ACTIVE Works discount engine supports not only reservation but also retail discounts, which can be applied during the sale of a product. The system supports the reduction in price of bulk products to reflect sales at the end of the season for example. Additionally, as shown in Figure 79 through Figure 82 below discounts can be applied during the sale of an item.

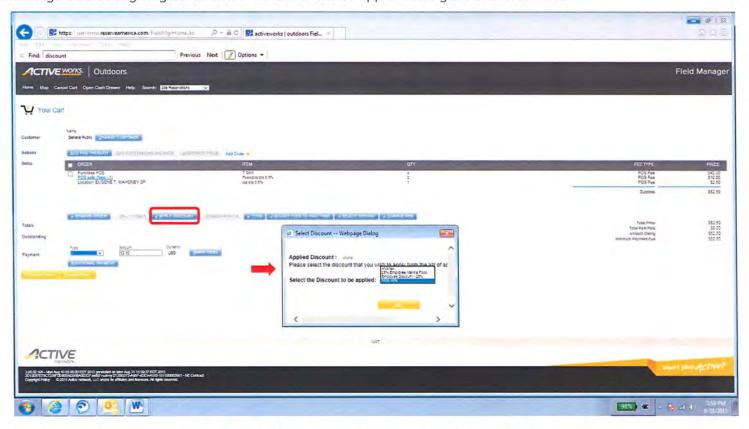
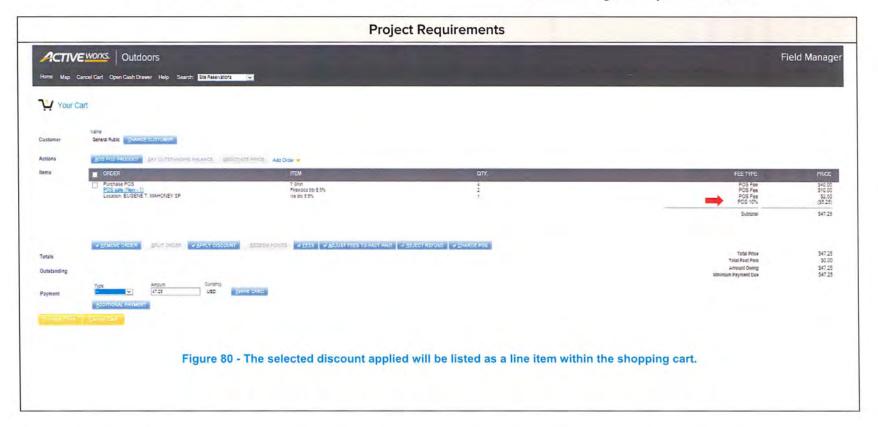
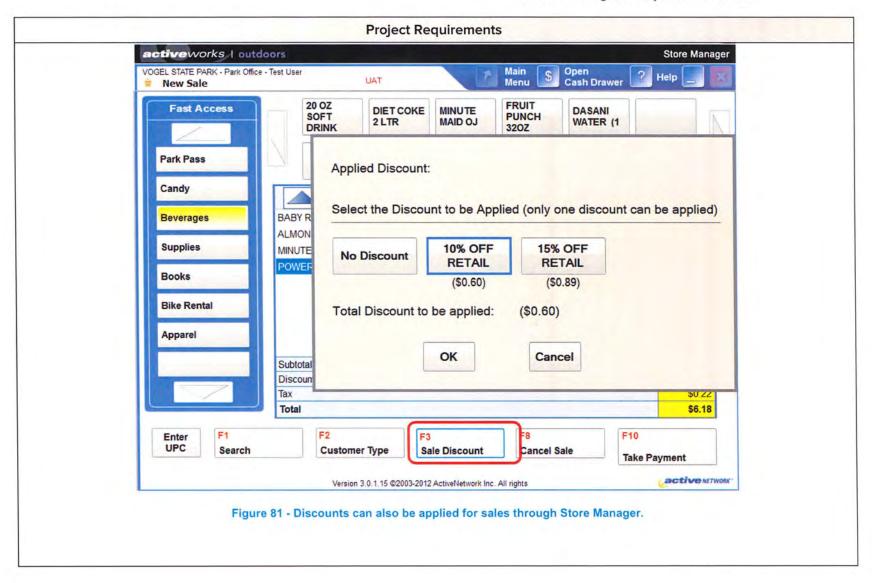


Figure 79- Available discounts can be applied during a POS sale.

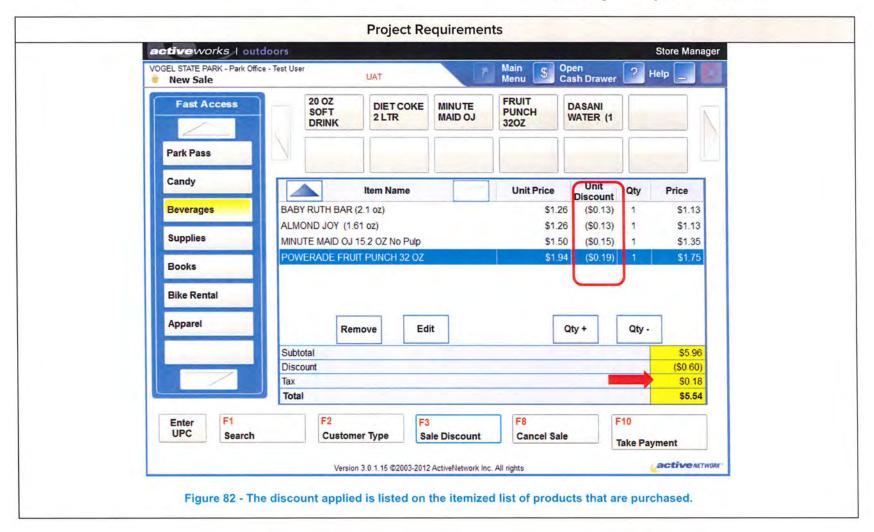














ACTIVE Works Outdoors currently supports the collection and allocation of tips for NGPC staff. Configured as individual POS items the tip amount is added to the initial sale as shown in Figure 83. Running a POS Product Sold Report identifies the amount of tips owed to each individual server.



Figure 83-Tips can be setup as a POS option for each user. This has been set as a variable unit priced product, which allows the user to key in the amount to be entered.



ACTIVE's POS solution supports the creation of packages see Figure 84 and Figure 85. As a package is sold, the inventory of each individual item is decremented to reflect the sale. Items can be sold both individually and as part of a package so that for example a hat or a t-shirt is available for individual sale or can be sold as a package with a different price, see Figure 86 below.

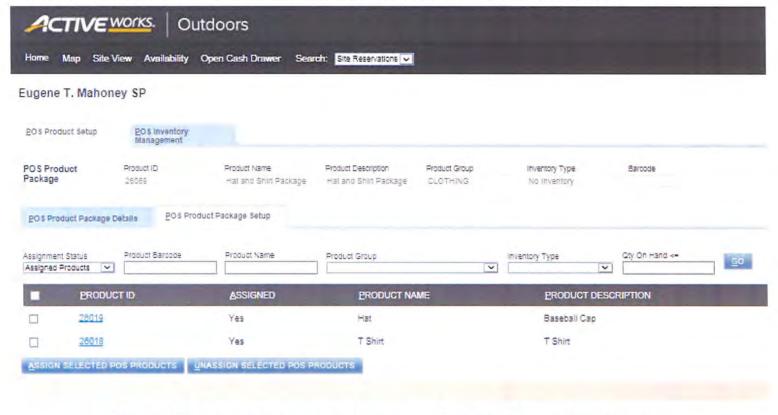
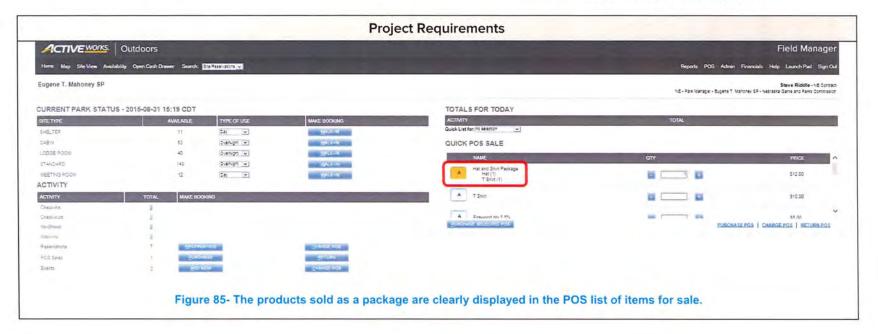
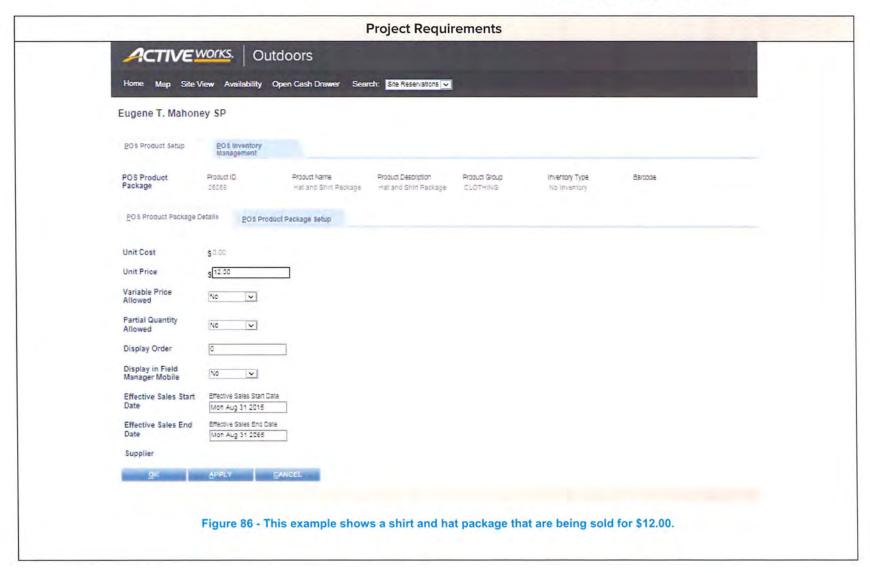


Figure 84 - The product package setup allows the user to define which products to sell in the package.











| RTM # | Application Security and Administrative Functions | Yes | Customization Required | No | Alternate |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------|----|-----------|
| RTM-4 | Bidder should describe, and provide screen shots to show: the administrative functions and processes of their system, to include allowing the NGPC Project Manager to: a. define role profiles to designate specific permissions for park staff member access, b. configure: i. which screens are visible to staff based on role profile, ii. who can update inventory photos based on role profile, iii. which fields can be modified, based on role profile; c. set business rules for each of the channels used to make or modify a reservation, d. designate reservable units in each park area, and e. add, modify, and remove merchandise items. | ✓ | | | |
| | their system's application security features and levels, and | 1 | | | - |
| | their system's retention of records of user actions. | 1 | | | |

Bidder Response:

AWO contains fully integrated modules that support all NGPC activities. Central to the design of all of these modules is a robust audit trail capability – allowing the agency to track every facet of a transaction and who performed it. From there, our back-end systems are flexible, allowing the authorized user to do a variety of administrative tasks, from changes to cancellations to a variety of informational and fee updates.

The solution establishes individualized, secure logins and passwords for all authorized users (ACTIVE and NGPC) for flexible, role-based security. During our initial project implementation, ACTIVE worked with authorized NGPC staff to determine how much you want staff to be able to do through roles-based permission setup. AWO's powerful security framework is in use by NGPC today.

Authorized NGPC users will have capability in AWO to create new users and assign roles (job functions) and locations. Each employee/user is assigned a unique identifier tied to all transactions performed when the employee/user is signed in. In addition, the



| RTM # | Application Security and Administrative Functions | Yes | Customization Required | No | Alternate |
|-------|---------------------------------------------------|-----|---------------------------|----|-----------|
|-------|---------------------------------------------------|-----|---------------------------|----|-----------|

user is assigned a PIN (Personal Identifier Number) for financial transactions performed when another user is logged on in the case of shared computers.

Roles and Permissions

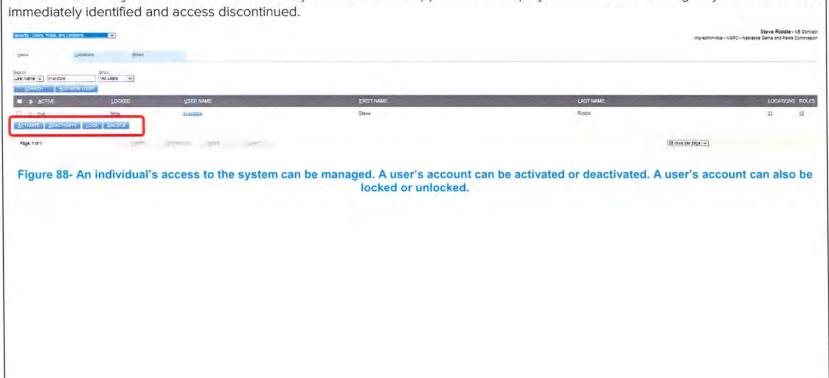
This robust security framework enables authorized staff to define specific functions and features applicable to each role. As seen in Figure 87 below a role can be assigned to numerous users and locations. Using the Admin Manager interface in ACTIVE Works Outdoors, a virtually unlimited number of security groups/roles, each with specific authorizations to functionality and information access can be configured as seen in. The software itself incorporates very detailed roles-based access control (RBAC) which is highly customizable and based on the rule of least privilege.



Figure 87- Specific locations and roles can be assigned to an individual user. User's access to applications and ability to perform certain tasks are based on the privileges that have been included to the role



Managers and supervisors can be granted access to create accounts for their employees; however, they cannot assign system permissions at or elevated above their own levels. In addition, as seen in Figure 88 below, user information and access is continually monitored and adjusted to ensure consistency with current role(s) and that employees who leave the agency or ACTIVE are immediately identified and access discontinued.





ACTIVE's security engine supports the creation of multiple roles with specific authorization levels associated with each individual function. These roles were established in conjunction with NGPC staff. As shown in Figure 89 below, once roles are established, specific staff are assigned to these roles based upon requests from authorized NGPC staff.

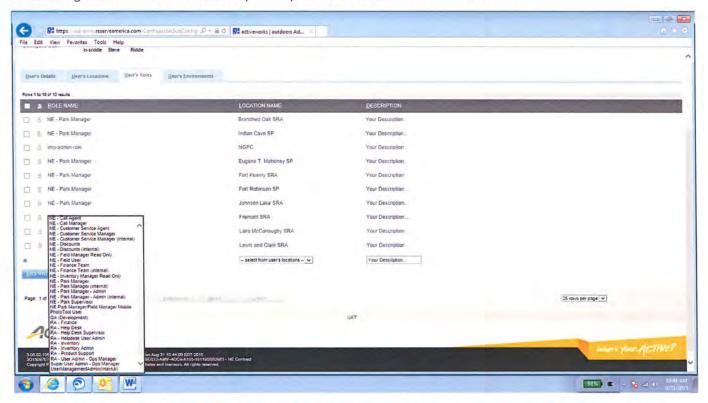


Figure 89 – A user can have multiple locations and roles assigned. An administrator can add or delete a user's role.

Modifications to a user's account updates in real time.



| RTM # | Application Security and Administrative Functions | Yes | Customization Required | No | Alternate | |
|-------|---------------------------------------------------|-----|---------------------------|----|-----------|--|
|-------|---------------------------------------------------|-----|---------------------------|----|-----------|--|

AWO provides a single sign-in functionality. All information can be configured to be accessible only by users with the proper permissions. Using the Admin Manager interface in AWO, we can set up an unlimited amount of security groups/roles, each with specific authorizations to functionality and information access.

Functions and Features Configuration

ACTIVE's AWO system uses a roles and locations-based permissions to assign access on a need to know basis as shown in Figure 90 and Figure 91 below. The designated levels of authorization in roles-based permissions reflects the hierarchical organizational levels of NGPC (e.g., statewide, district, park unit) as designated by the NGPC Project Manager.

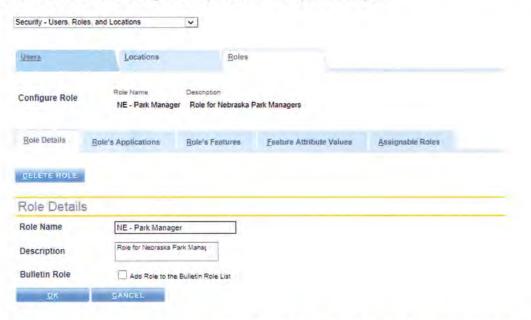
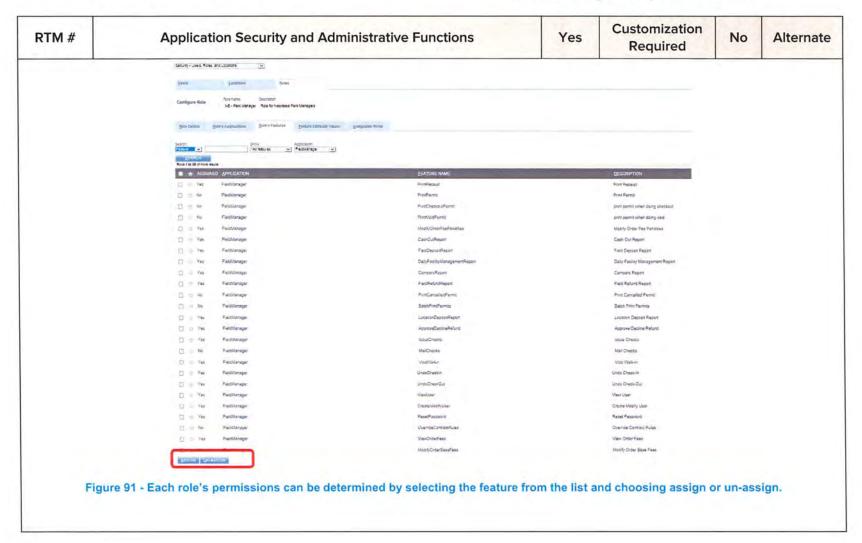


Figure 90 - The applications and features available for a specific role can be defined. In this example we are looking at the Park Manager role. Any user who is assigned this role will have the permissions that have been assigned to this role





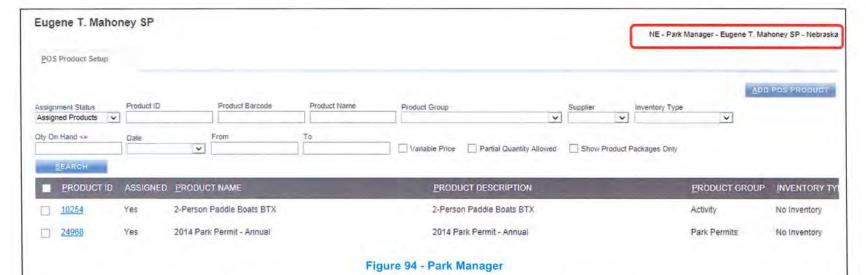


Customization RTM# Application Security and Administrative Functions Yes No Alternate Required As part of the roles and locations-based permissions, NGPC designated users can create new users or assign existing users new roles one level below their own level and locations equal to their own role. This ensures no one can create a user with more access than they themselves have access. ACTIVE encourages self-management because it provides the most direct and expedient access for users. ACTIVE will accept NGPC Project Manager designated changes to permissions. Security - Users Roles, and Locations Configure Role PhotoTool Leer PhotoTool Use Assigned features - All features Roug 1 to 1 of 1 results ■ ★ ASSIGNED APPLICATION PhotoTool Photo Tobi ublicWebSuocAPF Figure 92 - The permission for Photo Tool that has been assigned to the PublicWebSuppApp role. Once this role is assigned to a user, they can access Photo Tool to update inventory photos. Figure 92 show the permission for ACTIVE's Photo Tool assigned to a specific role. The same method is used to assign any and all permissions within the system.



| RTM # | | A | plication | on Security a | nd Administrat | ive Function | ons | Yes | | stomizatio Required | n No | Alternate |
|--------------------------|----------------------|------------|---------------------|-------------------------------|---------------------------------------------------------------------------|----------------------------|------------------------------------|--------|----------------------|-------------------------|--------------------|---------------------|
| Field user also cann | , whose ot edit t | role h | as not b duct de | een defined tails, such as | of how the same to add a new F pricing, of exis details by click | POS produc sting produc | ct. The ADD PC cts. Figure 94 s | S PRO | ODUCT I s the Par | button is n k Manage | ot accessi | ble. This role |
| - | T. Mahon | ney SP | | | | | | | | NE - Field Us | er - Eugene T. Mah | noney SP - Nebraska |
| Assignment Assigned P | | Product ID | | Product Barcode | Product Name | Product Group | Į. | Suppli | lier In | wentory Type | ĕpo ▼ | POS PRODUCT |
| Qty On Han | | Date | V | From | To | Variable Price | Partial Quantity Allowe | ı 🗌 sı | how Product Pac | kages Only | | |
| | where the | ASSIGNED | PRODUC | T NAME | -2.75 | <u>P</u> RODI | UCT DESCRIPTION | | | <u>P</u> RO | DDUCT GROUP | INVENTORY TY |
| 102 | 254 | Yes | 2-Person F | addle Boats BTX | | 2-Perso | on Paddle Boats BTX | | | Acti | vity | No Inventory |
| □ 249 | 968 | Yes | 2014 Park | Permit - Annual | | 2014 P | ark Permit - Annual | | | Pari | Permits | No Inventory |
| | | | | | Figu | ure 93- FIELD | USER | | | | | |





Authorized NGPC staff shall be allowed to run a report on any data collected at or below their level of authorization. For example, a sector superintendent may only have the ability to build and view reports on data captured within a specific sector. In contrast, a district superintendent, with a higher level of authorization, shall have the ability to build and view reports on any data captured within any park

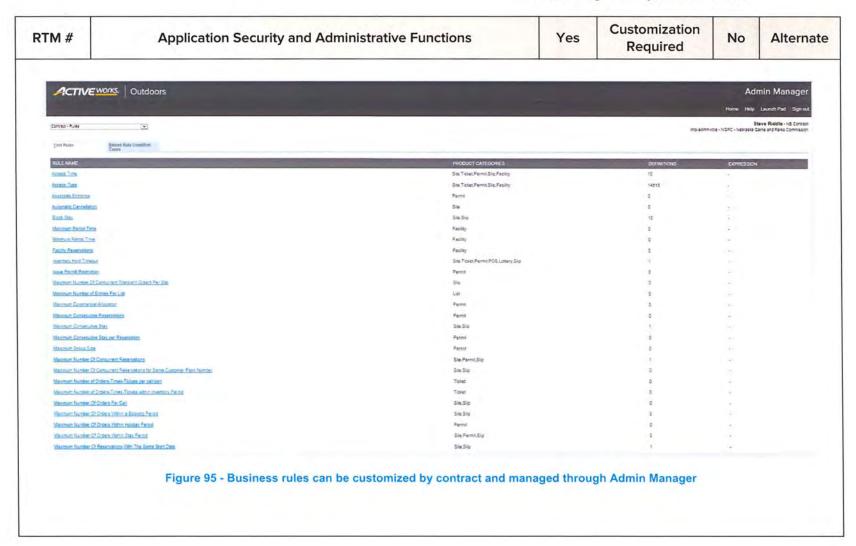
or sector in a specific district.

Business Rules by Sales Channel

ACTIVE recognizes that every parks agency has a unique set of business rules. AWO provides an unmatched platform from which to manage and systematically enforce your business rules, shown in Figure 95 below, across all channels consistently and accurately using our robust rules engine. Our solution supports all of NGPC's current business rules. In addition, because we have built new business rules to accommodate other customers, there are additional options that we can share with you that can easily be turned on at NGPC's discretion.

Furthermore, AWO uses sales-channel-specific procedures and protocols to ensure that the appropriate level of security is applied to access customer information.







| RTM # | | | Applica | tion S | ecurity | and Ac | dminist | trative | Functi | ons | | Yes | Cı | ustomization Required | No | Alternat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------|--------------------------------------------------------|-----------------|-----------------------------------------------------|---------------------|---------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------|---------------------------------------------------------------|----------------------------------------------------|--------------------------|------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| s seen in | Figure | e 96, | each b | usines | s rule | can be | configu | ured v | vith a d | ifferent | t value | e based o | on the | sales channe | l. This e | nables NGF |
| uthorized : | staff t | to ma | ke inve | ntory a | vailab | le for bo | ooking | sites | on the | same | day in | field loc | ations | only while ca | all center | and webs |
| ooking car | | | | | | | | | | | | | | | | |
| Joking car | II DC I | cquii | ca to b | c comp | ricica | prior to | tile du | y or ar | rivai. | | | | | | | |
| Corpect - Pules | | | | | | | | | | | | | | cimp-at | | Stave Riddle - NE Contract Game and Parks Commission |
| Cont. Planter | bind | Nay Continu | | | | | | | | | | | | | | |
| | Distance . | Distriction up | with hans | | | | | | | | | | | | | |
| Canfigure Rule | Access Time | | SPC | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| JOHNS LANSING | GNA ANNA | | | | | | | | | | | | | | | |
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| Busicons C snow | 47,000 | Category Product | Grada | laisc (V) Al | oranne Guapmer Tr | pe Séxulti Type Out | stone Pasa Tyde | Con Or 2 | Die Payment Type | Contenier to | Amble | | | | | |
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| Lustric C arts | Proper | V A | PRODUCT CATEGO | ISON NA | W M | on Shade Type Out | | | ₩. | W AI | > | TYPE CUSTOMER PASS | nye outor | STATE CUSTOMER MEMBER CO | mments sta | ART DATE END C |
| tustores & sign | Rossia G M | V A | | IO) AS | W M | YM VM | | | ₩. | W AI | > | TYPE CUSTOMEN PASS T | nne out or | STATE CUSTOMER MEMBER CO | | ART DATE 510 E |
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| EAUCONE © 3000 EAUCONE © 3000 EAUCONE © 44005 C44005 C44005 C44005 | Rossia G M | ACTIVE The Tag Tag | PRODUCT CATEGORY Site Site Site | AL AL | ETYPE TICKET A AI AI | YM VM | FORDUP LOOPIO AL AL AL | | SALES CHAN Web Files Call Center Wes | W AI | > | FINE OUSTONER PAGE AI AI AI AI | TYPE OUT OF AS | A | 09-2 09-2 09-3 05-1 | 18-2007 12-31-2 18-2007 12-31-2 18-2007 13-31-2 13-31-2 |
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| May COPS C Bride PA PA PA PA PA PA PA P | Rossia G M | ACTIVE The Tag Tag | PRODUCT CATEGO Site Site Site Site Site | AL AL | ETYPE TICKET AL AL AL AL AL AL AL AL AL A | YM VM | FORDUP LOOPIO AL AL AL | | VALUE CHANNE VALUE CAS CAMBE VALUE CAS CAMBE V | W AI | > | TIPE OUSTONER PAGE 1 AI A | AND CUT OF AND | A | 09-2 09-2 09-3 09-1 09-1 13-3 13-4 | 18-2007 12-31-5 18-2007 12-31-5 18-2007 13-31-5 18-2008 13-31-5 18-2008 12-31-5 18-31-5 |

Figure 96 - A new rule can be added and defined for each sales channel. A rule can also be activated, deactivated, or deleted. When a reservation is made, the system will enforce active rules that are defined. (Minimum/maximum window, Access Time, etc.)

Reservable/Non-Reservable Inventory

Authorized NGPC staff has access to the AWO Inventory Manager interface, which enables users to add inventory, modify existing inventory and/or remove reservable inventory either temporarily or permanently as seen in Figure 97 below. Such modifications of inventory and fees are subject to appropriate user permissions as defined by the NGPC Project Manager and can be reflected across all sales channels immediately. Alternatively, changes can be configured to require adherence to a built-in request/approval/validation process, ensuring full system tracking and audit-ability of all changes to reservable inventory.

Any site/facility can be configured to be available for Advance or Same Day sales on a by-sales channel basis, allowing setup of standard park reservability rules, including designation of a site as being reservable, non-reservable, and/or park reservable. The AWO



| RTM # | Application Security and Administrative Functions | Yes | Customization Required | No | Alternate |
|-------|---------------------------------------------------|-----|---------------------------|----|-----------|
|-------|---------------------------------------------------|-----|---------------------------|----|-----------|

rules engine allows customized setup based on a number of conditions, which enables varied system behavior on a very granular level if so desired. More importantly, all rules can be set with specific effective dates and for defined booking periods, allowing sites to have changing reservability status (e.g., walk-in-only shoulder seasons) and enabling park staff to, for example, rotate designated non-reservable admin sites and host sites. Reservability can be further configured by applying various types of closures.

We offer the ability to maintain facility data and site details for non-revenue generating facilities or non-reservable inventory such as host sites. Setup and maintenance for such data is fundamentally identical to data management for reservable inventory. The system automatically differentiates between the two and enforces/restricts applicable transaction types for each according to configurable reservation/transaction rules. This makes it easy for you to easily move specific facilities or site inventory from one category to another by changing applicable rule setup. AWO can also be configured to optionally hide or display such non-revenue generating facilities from the General Public in all consumer-facing interfaces (e.g., public websites).

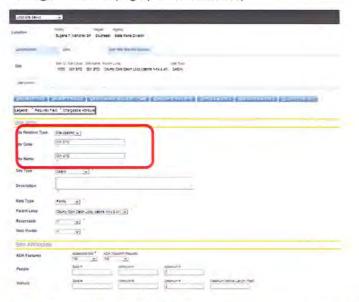


Figure 97 - Sites can be designated as Reservable and/or Web Visible.



| RTM # | Application Security and Administrative Functions | Yes | Customization Required | No | Alternate | |
|-------|---------------------------------------------------|-----|---------------------------|----|-----------|--|
|-------|---------------------------------------------------|-----|---------------------------|----|-----------|--|

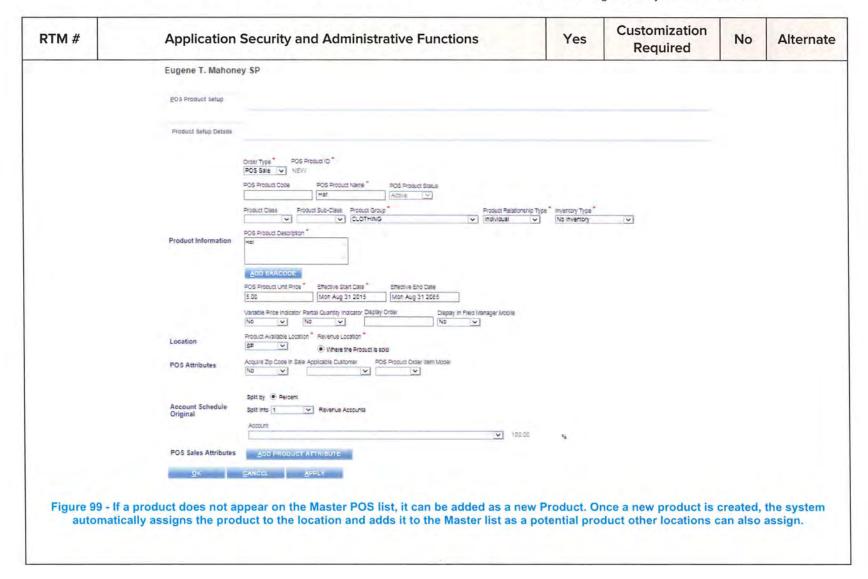
Merchandise Items

As with reservable inventory, authorized NGPC staff can create or remove items from the master POS list. Staff without access to modify the master POS list may be permitted to add an item from the master POS list to their individual facility. Additionally, staff may establish the price at which products are sold at the individual location or this can be established centrally. These specific actions are shown in Figure 98 through Figure 101 below.

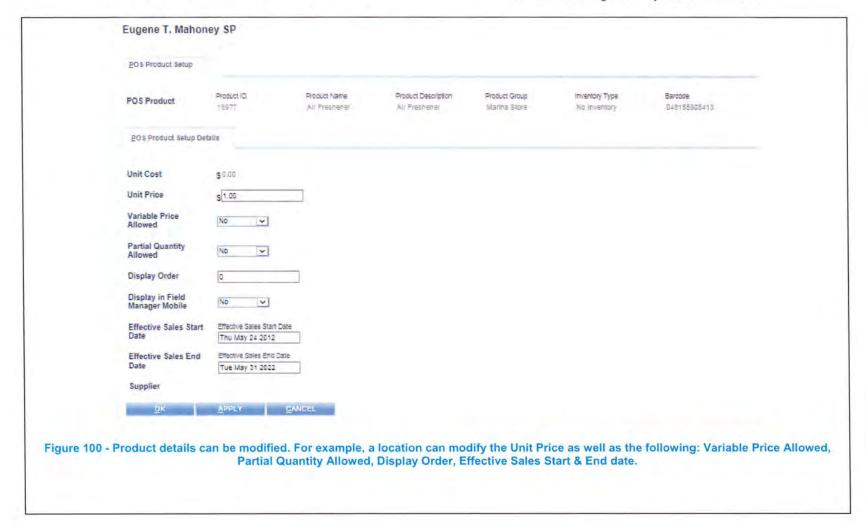


Figure 98 - POS products can be assigned to a location. If a product appears on the Master POS list, a location can assign the product for sale at their location. A product can also be unassigned if it will no longer be offered for sale.















User Action Audit Trail

Each NGPC user is provided a username and is assigned to a security role. Every time a person logs into the system, AWO checks the ID, password, and assigned security role and enables access only to those locations, functions, and the information associated with that role.

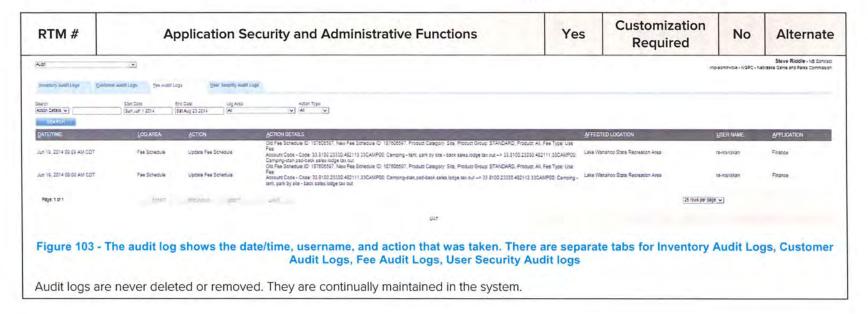
AWO tracks all changes to data records, and records which user is responsible for making the change. The ability to change specific data elements is managed through AWO's security framework such that, for example, only NGPC central office staff could change fees, park managers could place closures, and district/regional managers can change season dates.

A full audit log is maintained for all such changes as seen in Figure 102 and Figure 103 below. There are separate logs for fees, inventory changes, and user security changes.



Figure 102 - Filtering options for audit logs





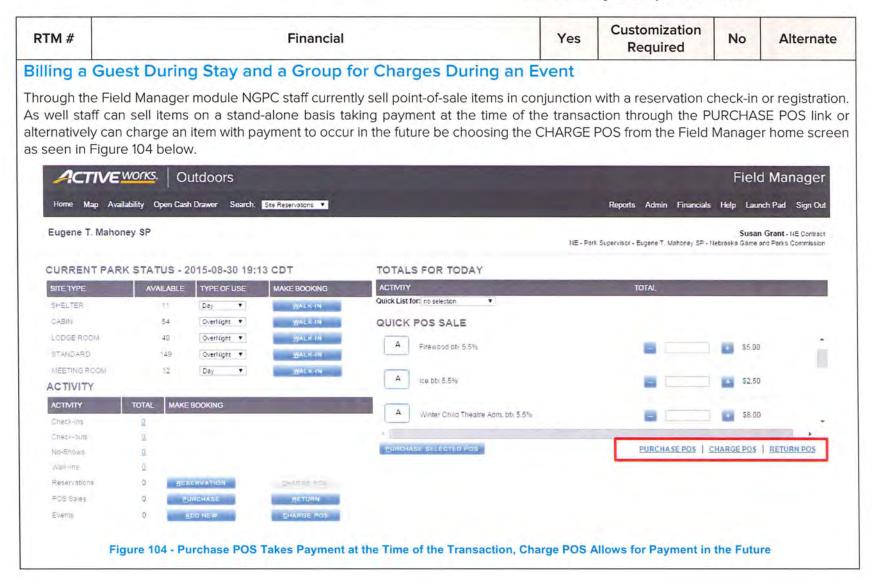


| RTM # | Financial | Yes | Customization Required | No | Alternate |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|----|-----------|
| RTM-5 | Bidder should describe how their Revenue Management module handles billing a guest for charges incurred during their stay and billing a group for charges incurred during a group event, including merchandise items. | 1 | | | |
| | can be set up to provide the same accounting breakdown of revenue as the current system and complies with Generally Accepted Accounting Principles (GAAP), | ✓ | | | |
| | provides ad hoc reporting capability, | 1 | | | |
| | provides adequate security, internal controls, and management reporting to assure that revenue transactions and reservation data are processed accurately, consistently, and in a timely manner, and | 1 | | | |
| | provides for maintenance and storage of financial data. | 1 | | | |

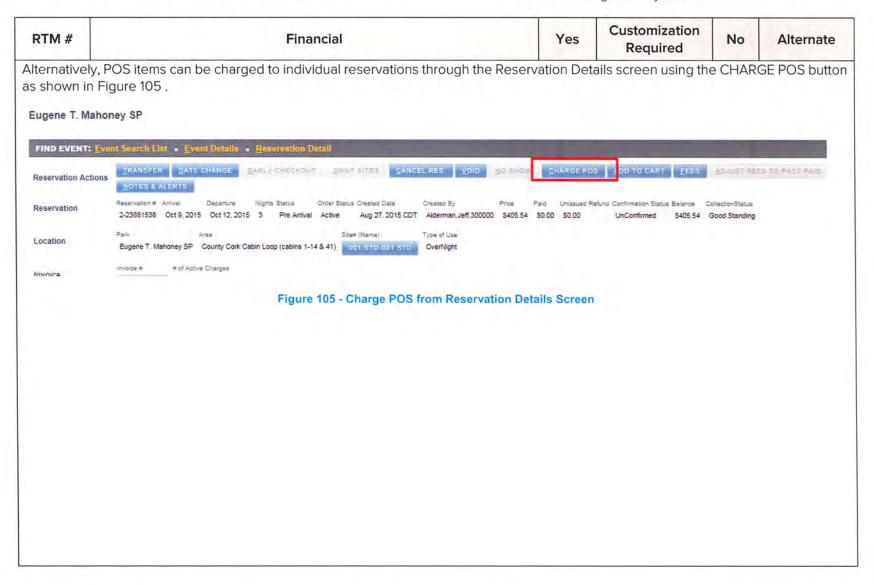
Bidder Response:

AWO's robust financial engine supports the calculation of applicable fees based on each and every transaction processed by authorized NGPC staff. Charges can be incurred at any point in time including during the reservation process, at check-in or during the stay. Payment requirements are configured based on NGPC's needs such that for example a reservation must be paid in full before arrival while other charges such as POS items can be incurred during a stay or can be associated with an event with payment occurring in the future.

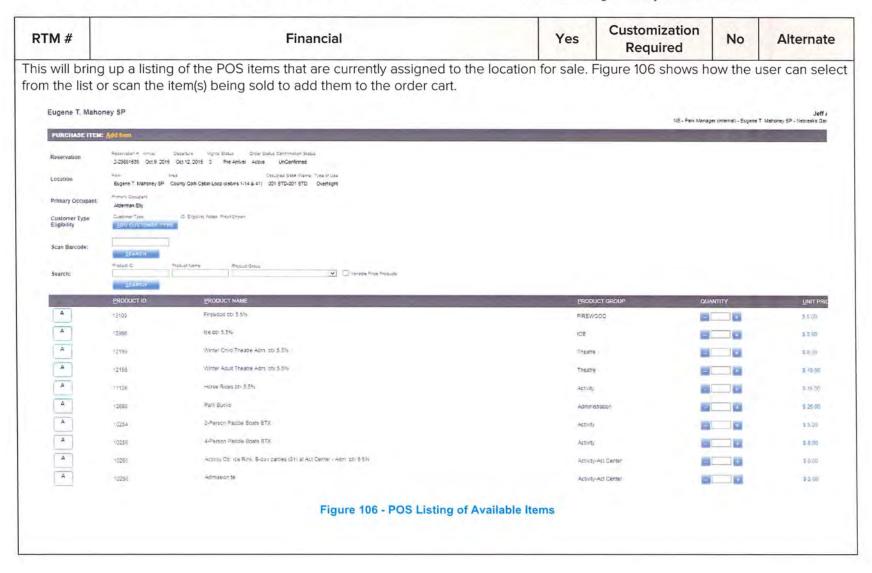




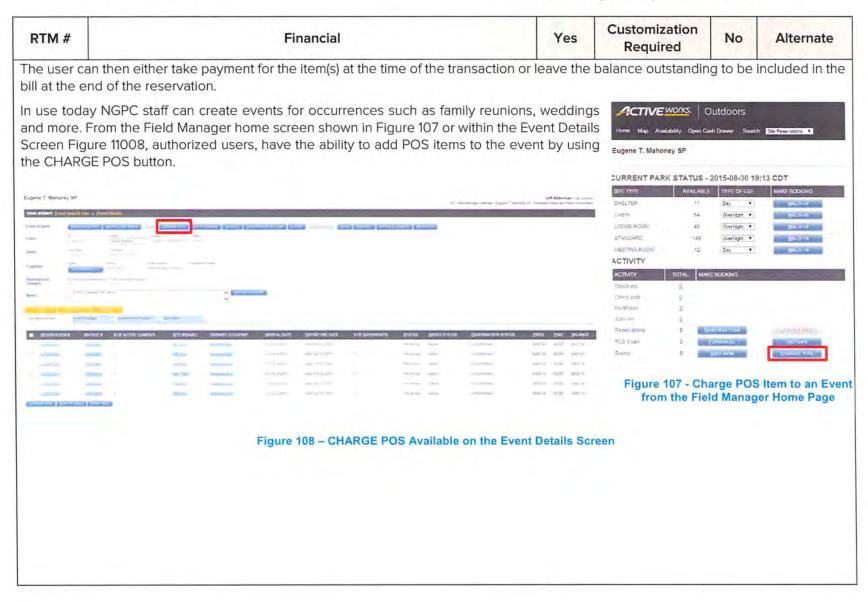




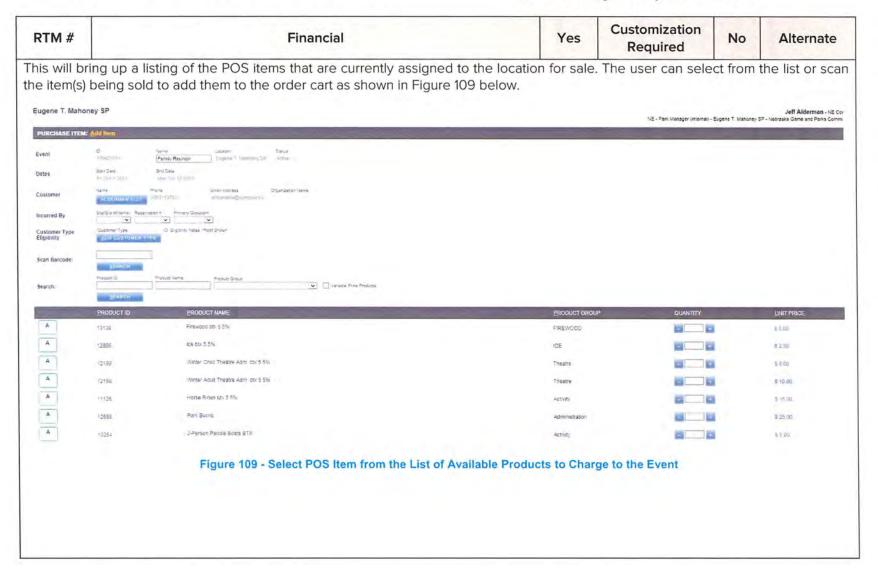














Customization RTM# Financial Yes No Alternate Required The user can then either take payment for the item(s) at the time of the transaction or leave the balance outstanding to be included in the bill at the end of the event. Any charges made against the event can be viewed within the Event Details screen under the EVENT CHARGES tab as seen if Figure 110 below. Eugene T. Mahoney SP NE - Park Manager (Interna nt Search List . Event Details **Event Actions** SHARDE FOR DATE CHANGE CARCEL CORPORATE BILLING GLOSE SHOCKLOSE SOD BISTORY BILLERYS SECRETS Event (80025274 Eugêne T (lishphey SF Active Family Reunion Dates Email Appress Organization Name Customer 9053158783 reffdantiallagos moonee c ALTERNAN SLLY Reservations # of Active Site Reservations | # of Active Event Charges Charges A BID HOTE ALERT 09/27/2015 | Algerman, Jeff | testing Notes Reservation Charges POS SALE# ORDER STATUS SALES LOCATION BALANCE 3-1789445 Thu Aug 27 2015 Eugene T. Mahoney SP \$15.00 \$0.00 515.00 ALS THE CAPT MOVE POS SALE Figure 110 - POS Event Charges Tab Shows Items Charged to the Event with a Link to the Sale Transaction Figure 111- to Figure 113 on the following pages demonstrate the details of corporate billing associated with a specific event. This includes any reservation bookings, point-of-sale purchased as well as any payments made against the event.



| to a commende. | | | | Yes | Required | No | Alternate |
|---------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|------------|----------------------------------------|----|-----------|
| In account with: ELLY ALDERMAN 123 MAIN STREET SCHENECTADY, OH UNITED STATES | IO 12345 | | Event Corporate Bill Eugene T. Mahoney S 28500 West Park Hwy Ashland, Nebraska 66 United States | | | | |
| | | | Run Date and Time: A | ug 27 2015 | 1:52:29 PM CDT | | |
| | | | PLEASE REMIT PAY | MENT TO: | | | |
| | | | 28500 West Park Hw Ashland, Nebraska 68 United States | | | | |
| Event ID: Event Name: Start Date: End Date: | 188625874 Family Reunion Oct 09 2015 Oct 12 2015 | | Bill ID: Bill Date; Payment Due Date; Payment Due; | | 7 2015 0 2015 | | |
| Event Charges Sale Date Aug 27 2015 | POS Sale # 3-1789445 | Description 1 Firewood btx 5.5% 1 Winter Adult Theatre Adm. btx TOTAL Event Charges | Invoice#: | 18862 | Amount \$5.00 \$10.00 \$15.00 | | |
| Reservation and Charg | jes | | Invoice #: | 18862 | 25883 | | |
| Reservation #: Site #(Name): Primary Occupant: Check-in: Check-Out: | 2-23881538 001 STD-001 STD Alderman, Elly | | Arrival Date: Departure Date: # Days/Nights. Reservation Status: Order Status: | | | | |
| RESERVATION FEES Transaction Date | Description Use Fee | | | | Amount \$360.00 | | |
| Aug 27 2015 | Transaction Fee, Res Taxes | Sub-total Reservation Fees F | or Reservation # 2-238 | 1538 | \$7.00 \$38.54 \$405.54 | | |
| Sale Date Aug 27 2015 | POS Sale # 3-1789446 | Description 1 NE State Park Sweatshirt Taxes Sub-total Charges for Reserve | | | Amount \$13.77 \$0.76 \$14.53 | | |
| | | 1UTAL for Reservation # 2-2 | 3881538 | | \$420.07 | | |
| Reservation and Char- Reservation #: | ges 2-23881539 | | Invoice #: Arrival Date: | | 25892 9 2015 | | |



| Site #(Name): Primary Occupant: Check-in: Check-Out: | 002 SGL-002 SGL Alderman,Elly | | Departure Date: # Days/Nights: Reservation Status: Order Status: | Oct 12 2015 3 Pre Arrival Active | |
|------------------------------------------------------|-------------------------------------------------|-------------------------------|---------------------------------------------------------------------------|-------------------------------------------|---------------------|
| RESERVATION FEES | Bereitsettin | | | | ******** |
| Transaction Date | Description | | | | Amount |
| Aug 27 2015 | Use Fee Transaction Fee, Reser | vation | | | \$360.00 \$7.00 |
| | Taxes | Sub-total Reservation Fees Fo | or Reservation # 2 23881 | 530 | \$38.54 \$405.54 |
| | | TOTAL for Reservation # 2-23 | | ,,,, | \$405.54 |
| | | TOTAL TOT Reservation # 2-23 | 001000 | 177.57 | \$405.54 |
| Reservation and Charge | s | | Invoice #: | 188625901 | |
| Reservation #: Site #(Name): Primary Occupant: | 2-23881540 003 SGL-003 SGL Alderman, Elly | | Arrival Date: Departure Date: # Days/Nights: | Oct 09 2015 Oct 12 2015 3 | |
| Check-In: Check-Out: | | | Reservation Status: Order Status: | Pre Arrival Active | |
| RESERVATION FEES | Description | | | | |
| Transaction Date | Description | | | | Amount |
| Aug 27 2015 | Use Fee Transaction Fee, Rese | aration | | | \$360.00 \$7.00 |
| Aug 27 2010 | Taxes | Validit | | | \$38.54 |
| | | Sub-total Reservation Fees F | or Reservation # 2-23881 | 540 | \$405.54 |
| | | TOTAL for Reservation # 2-23 | 3881540 | | \$405.54 |
| Reservation and Charge | | | Invoice #: | 188625910 | |
| Reservation #: | 2-23881541 | | Arrival Date: | Oct 09 2015 | |
| Site #(Name): | 004 TREE-004 TREE | | Departure Date: | Oct 12 2015 | |
| Primary Occupant: | Alderman, Elly | | # Days/Nights: | 3 | |
| Check-Out: | | | Reservation Status: Order Status: | Pre Arrival Active | |
| RESERVATION FEES | 1200000 | | | | 4 |
| Transaction Date | Description | | | | Amount |
| A 27 2045 | Use Fee | | | | \$360.00 |
| Aug 27 2015 | Transaction Fee, Rese Taxes | rvation | | | \$7.00 \$38.54 |
| | Idaes | Sub-total Reservation Fees F | or Reservation # 2,23881 | 541 | \$405.54 |
| | | TOTAL for Reservation # 2-2 | | | \$405.54 |
| | | | 1772674 | | ****** |
| | 16 | | Invoice #: | 188625920 | |
| Reservation and Charge Reservation #: | 2-23881542 | | Arrival Date: | Oct 09 2015 | |



| RTM # | | Financial | | | Yes | 100000000000000000000000000000000000000 | nization uired | No | Alternate |
|----------------------------------------------|----------------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------|-----------|-----------------------------------------------------------------|---------------------|-------|-----------|
| | Primary Occupant: Check-In: Check-Out: | Alderman, Elly | | # Days/Nights; Reservation Stat Order Status: | tus: | 3 Pre Arrival Active | | | |
| | RESERVATION FEES Transaction Date | Description | | | | | Amount | | |
| | Transaction Date | Use Fee | | | | | \$360.00 | | |
| | Aug 27 2015 | Transaction Fee, Reserv Taxes | ration | | | | \$7.00 \$38.54 | | |
| | | For Reservation # 2- | 23881542 | | \$405.54 | | | | |
| | | | TOTAL for Reservation # 2-2 | 3881542 | | | \$405.54 | | |
| | Reservation and Charges | | | Invoice #: | | 188625929 | | | |
| | Reservation #: Site #(Name): Primary Occupant: Check-In: | 2-23881543 006 SGL-006 SGL Alderman,Elly | | Arrival Date: Departure Date # Days/Nights: Reservation Sta | | Oct 09 2015 Oct 12 2015 3 Pre Arrival | | | |
| Check-Out: RESERVATION FEES Transaction Date | Check-Out: | | | Order Status: | | Active | | | |
| | | Description | | | | | Amount | | |
| | Use Fee | | | | | \$360.00 | | | |
| | Aug 27 2015 | Transaction Fee, Resen | vation | | | | \$7.00 | | |
| | | Taxes | Sub-total Reservation Fees | For Reservation # 2 | 23881543 | | \$38.54 \$405.54 | | |
| | | | TOTAL for Reservation # 2-2 | Tall bear and an experience of | -20001040 | | \$405.54 | | |
| | PAYMENTS | | | | | | | | |
| | Payment Date | Payment # | Description | | | | Amount | | |
| | Aug 27 2015 | 188629665 | Cash | | | | (\$14.53) | | |
| | Aug 27 2015 | 188625962 | Cash | (\$2,433.24) | | | | | |
| | 20.2 22.2 24.2 | 4 | TOTAL Payment | | | | (\$2,447.77) | | |
| | | | TOTAL PRICE TOTAL PAYME AMOUNT OWN MINIMUM PAY DUE DATE | NG | E | \$2,462.77 (\$2,447.77) \$15.00 \$15.00 Sep 10 2015 | | | |
| | Please indicate 'Payme | nt for Event ID: 1886258 | 874' with your remittance. | | | | | | |
| | | | | | | | | | |
| | Figure 113 - Page 3 of | Corporate Billing | Shows the Total of A | II Charges and | Payme | ent Associat | ed with the | Event | |



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

| RTM # Financial | Yes | Customization Required | No | Alternate |
|-----------------|-----|---------------------------|----|-----------|
|-----------------|-----|---------------------------|----|-----------|

Same Accounting Breakdown of Revenue as Current System

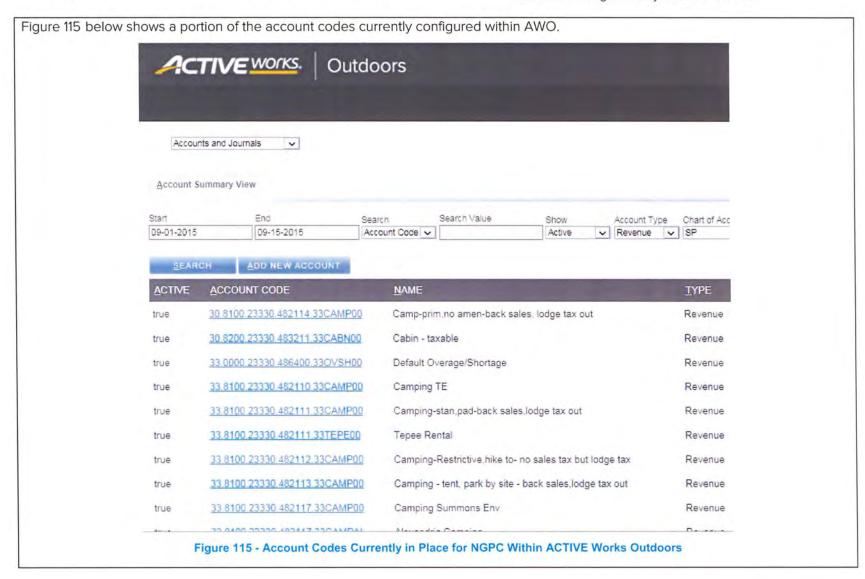
All revenue collected is broken out by location and can be viewed within the reports contained in the AWO system. The Park Revenue Report seen in Figure 114 provides a breakdown of revenue collected by location providing the details of each account for the transactions that have taken place over the requested time period.

Since ACTIVE Works Outdoors is already in use by NGPC today there will be no revenue account mapping or configuration needed to meet this requirement. This eliminates a significant for NGPC as the tasks associated with account code configuration are critical to the successful implementation and on-going operation of the reservation and point of sale solution.



| RTM # | | Fina | ncial | | Yes | Customization Required | No No | Alternate | | |
|-------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------------------|---------------|--------------------------------|------------|-----------|--|--|
| | PARK RE | VENUE REPORT (FIN-DE | P-016) | Runt | Date and | Time: Aug 27 2015 1:46:1 | 9 PM CDT | | | |
| | LOCATION ID | : 230273 | | | | | | | | |
| | Location Nan | ne: Eugene T. Mahoney SP | 2.6 | Include Loops: null | | | | | | |
| | Collect Local | | | Include Alternate Facility ID: | No | | | | | |
| | | | | | IVO | | | | | |
| | a series of the series | Included: No | RA Fee Account: Excluded | | | | | | | |
| | Show Payme | The state of the s | | Include Deferred Items: No | | | | | | |
| | Non-Deposita | ables Included: No | Include Revenue Type: No | | | | | | | |
| | Include Park | Totals: Yes | Include Station: Yes | | | | | | | |
| | Start Date: 0 | 8/27/2015 | | End Date: 08/27/2015 | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | PARKNO | PARK NAME | Station | ACCOU | NT # | ACCOUNT NAME | AMOUNT | | | |
| | PARKIO | PARK HAME | Station | ACCOU | 141 | ACCOUNT NAME | AMOUNT | | | |
| | 230273 | Eugene T. Mahoney SP | ETM Activity Centre 1 | 20.LOTX.23330.215912.33L01 | TAOO | Lodging Tax | \$15.75 | | | |
| | 230273 | Eugene T. Mahoney SP | ETM Activity Centre 1 | 20.SATX.23330.215911.33SAT | TA00 | Sales Tax | \$17.35 | | | |
| | 230273 | Eugene T. Mahoney SP | ETM Activity Centre 1 | 33.8300.23330.483271.33LOD | DG00 | Lodge rooms - taxable | \$280.00 | | | |
| | 230273 | Eugene T. Mahoney SP | ETM Activity Centre 1 | 33.RESV.23330.474111.33RES | SV00 rvatio | in Fees btx 5.5% / + county | \$35.00 | | | |
| | 230273 | Eugene T. Mahoney SP | ETM Activity Centre 1 | 20.LOTX.23330.215912.33L07 | TA00 | Lodging Tax | \$2.10 | | | |
| | 230273 | Eugene T. Mahoney SP | ETM Activity Centre 1 | 20.SATX.23330.215911.33SAT | TAOO | Sales Tax | \$2.34 | | | |
| | 230273 | Eugene T. Mahoney SP | ETM Activity Centre 1 | 33.8400.23330.483280.33ME | ET00 | Meeting Room te | \$400.00 | | | |
| | 230273 | Eugene T. Mahoney SP | ETM Activity Centre 1 | 33.RESV.23330.474111.33RES | SV00 rvatio | on Fees bbx 5.5% / + county | \$42.00 | | | |
| | 230273 | Eugene T. Mahoney SP | ETM Activity Centre 1 | | | Total: | \$794.54 | | | |
| | 230273 | Eugene T. Mahoney SP | ETSMP Group Events | 20.LOTX.23330.215912.33LO | TA00 | Lodging Tax | \$110.10 | | | |
| | 230273 | Eugene T. Mahoney SP | ETSMP Group Events | 20.SATX.23330.215911.33SA | TAOO | Sales Tax | \$121.14 | | | |
| | 230273 | Eugene T. Mahoney SP | ETSMP Group Events | 33.8200.23330.483210.33CA | BN00 | Cabin TE | \$2,160.00 | | | |
| | 230273 | Eugene T. Mahoney SP | ETSMP Group Events | 33.RESV.23330.474111.33RE | SV00 rvatio | on Fees btx 5.5% / + county | \$42.00 | | | |
| | 230273 | Eugene T. Mahoney SP | ETSMP Group Events | 20.SATX.23330.215911.33SA | TAOO | Sales Tax | \$0.76 | | | |
| | 230273 | Eugene T. Mahoney SP | ETSMP Group Events | 33.8500.23330.472181.33ST0 | OROR :e, life | jackets, shirts, etc - Taxable | \$13.77 | | | |
| | 230273 | Eugene T. Mahoney SP | ETSMP Group Events | | | Total: | \$2,447.77 | | | |
| | | | | | | Total | \$3,242.31 | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | Figure 114 - Pa | rk Revenue Report Sh | ows the Breakdown | of Fees | Collected | | | | |







| RTM# Financial | Yes | Customization Required | No | Alternate | |
|----------------|-----|---------------------------|----|-----------|--|
|----------------|-----|---------------------------|----|-----------|--|

Ad Hoc Reporting

In the AWO Hosted Reporting Solution, authorized users will be able to define reports using different layouts, including tables and graphs. Once a user has defined their own ad hoc report, they can save it for future use, print it, or export the data. The export procedure can be direct export, batch downloads, or on-demand reports that can be exported as Microsoft Excel files. Saving a report layout allows the user to generate this report at any time in the future with data for a different time period and/or location hierarchy if desired. Access to each ad hoc Data Services report is based on user permissions.

Provide Adequate Security, Internal Controls, etc.

Access to the AWO application is provided via the public Internet using HTTP switching to SSL for protection when entering sensitive information.

Figure 116: TrustWave and TRUSTe certificates are displayed on our payment pages, indicating compliance with both privacy standards and with PCI requirements.

ACTIVE has securely processed more than \$1 billion of government revenue through AWO. All ACTIVE Data Center facilities follow the same strict security and access policies, and meet PCI-DSS compliance standards.



Figure 116 - TrustWave and TRUSTe Certificates Confirm Payment Security Compliance

To be PCI compliant, we must ensure stored cardholder data is protected, including creating and following data retention disposal policies, not storing sensitive authentication data such as full contents of track information or three/four digit number printed on the front/back of a credit card, masking credit card information when required, encrypting credit card information. The credit card encryption is complex and requires two independent encryption key custodians to change the keys.

ACTIVE is committed to AWO's security, and will preserve the PCI and PII data entrusted to us. Credit card information is encrypted as soon as it is entered into the system, and is unreadable by any staff. Only the banking system is able to decrypt the information in order to handle credit card authorization. Credit card transactions are processed in real-time ensuring timely completion of transmission of revenue. All funds are deposited directly into NGPC's bank account further ensuring the timely availability of revenue.



| RTM # | Financial | Yes | Customization Required | No | Alternate | |
|-------|-----------|-----|---------------------------|----|-----------|--|
|-------|-----------|-----|---------------------------|----|-----------|--|

Ensuring data security also includes providing secure facilities for staff, equipment, documents, and data. We approach this from many angles to ensure a safe and secure operation. Our Call and Data Centers are totally self-enclosed, completely secure locations. Access to the production database from both inside our network and physically at the data centers is carefully managed. All sensitive documents are kept under lock and key in secured filing cabinets.

ACTIVE employees handling sensitive data and payment processing, such as those conducting transactions by phone, are subject to background checks at time of hire. Training includes thorough coverage of all aspects of security, and annual compliance training is required thereafter. Team leads closely monitor each newly hired agent after they have completed the initial training process to ensure performance consistently reflects required security measures.

In addition, the user's permission level in AWO establishes the types of data elements that can be viewed and/or changed, and every action is logged to the user who completed it. User information and access is continually monitored and adjusted to ensure consistency with current role(s) and ACTIVE employees who leave the company are immediately identified and access discontinued.

As shown in Figure 117 through Figure 118 below show the roles associated with the NGPC contract. Each role has specific associated permissions to the individual task level providing flexibility in configuring roles to meet the needs of each user group.



Figure 117 - User Roles and Associated Locations Associated with the NGPC Contract



| RTM # | Financial | | Financial Yes Customization Required | | | | | Alternate | | |
|-------|-----------|------|--------------------------------------|----|--------------------------------------------------|------------------------------|------------|-----------|--|--|
| | 8 | true | RA - Inventory | 5 | Nebraska Inventory | | | | | |
| | (8) | true | QA (Development) | 4 | (| QA (Development) | | | | |
| | (8) | true | RA - Help Desk | 4 | ReserveAmerica Help Desk | | | | | |
| | (8) | true | RA - Product Support | 7 | Reserve America Product Support | | | | | |
| | (8) | true | RA - Help Desk Supervisor | 2 | Help Desk Supervisor | | | | | |
| | (8) | true | RA - Finance | 3 | Finance role for RA Staff for Nebraska | | | | | |
| | (8) | true | RA - User Admin - Ops Manager | 2 | Roles for setting up users in Operations Manager | | | | | |
| 0 | (8) | true | NE - Finance Team | 3 | Role for the Nebraksa State Finance Team | | | | | |
| 0 | (8) | true | NE - Call Agent | 3 | Role for the Nebraska Call Center Agents | | | | | |
| | (8) | true | NE - Call Manager | 3 | Role for the Nebraska Call Center Managers | | | | | |
| | (3) | true | NE - Customer Service Agent | 3 | Role for Nebraska Customer Service Agents | | | | | |
| | (8) | true | NE - Customer Service Manager | 3 | Role for Nebraska Customer Service Managers | | | | | |
| | (8) | true | NE - Park Manager | 4 | Role for Nebraska Park Managers | | | | | |
| | (8) | true | NE - Park Supervisor | 4 | Role for Nebraska Park Supervisors | | | | | |
| | (3) | true | NE - Field User | 4 | Role for Nebraska Field Users | | | | | |
| | (3) | true | imp-admin-role | 11 | | Admin role for the Implement | ation team | | | |



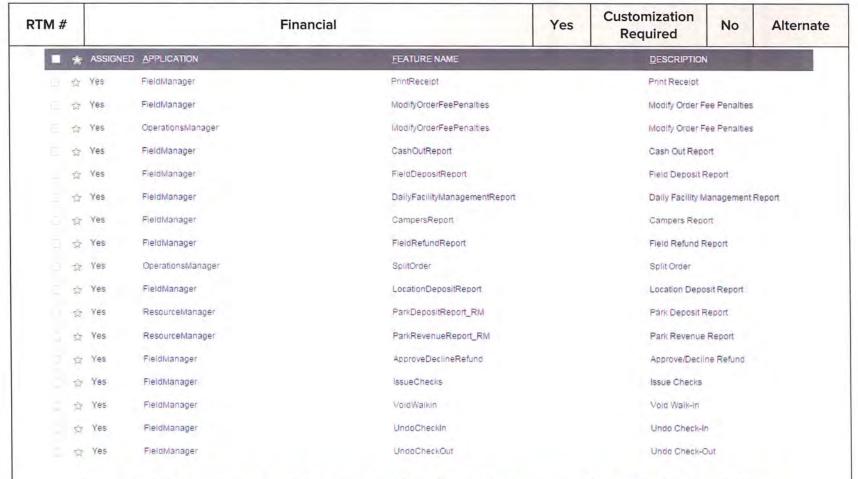
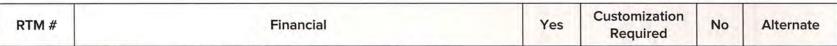


Figure 118 - Each Role Includes Specific Applications and Tasks That Can be Processed as Seen in This Park Manager Example

All changes to ACTIVE applications, systems, and infrastructure undergo a full approval process, which includes documentation, tracking, and back-out/contingency planning. Changes are required to be tested and approved by Information Security and a Change Advisory Board prior to production deployment.





Provide for Maintenance and Storage of Financial Data

All financial transactions that have taken place can be viewed and reviewed centrally through Operations or Finance Manager. This information includes but is not limited to payments, refunds and the individual Financial Sessions that have been opened from the field locations as shown in Figure 119.



Figure 119 - Financial Sessions Viewed from Central Office

ACTIVE's proposal includes the ongoing maintenance and secure storage of all NGPC data including inventory, transaction and financial information configured and collected throughout the life of the contract.



| RTM # | Financial | Yes | Customization Required | No | Alternate |
|-------|--------------------------------------------------------------------------|-----|---------------------------|----|-----------|
| RTM-6 | Bidder should describe, and provide examples of, their: • audit trails, | 4 | | | _ |
| | reconciliation reporting, | 1 | | | |
| | ability to trace a guest's payment back to the original transaction, and | 1 | | | |
| | ability to provide specific details of the transaction. | 1 | | | |

Bidder Response:

AWO was built to comply with stringent government accounting requirements and audit standards. All aspects of our system are designed to assist with data collection for tracking and reporting purposes. The following are some of the key fields used to provide detailed tracking:

- Unique Transaction ID Each transaction is assigned a unique transaction ID, ensuring full and accurate system auditability
- User ID User identity is a key part of AWO's auditability as well as security. All transactions and changes are time stamped and
 include the user ID of the person who made the change

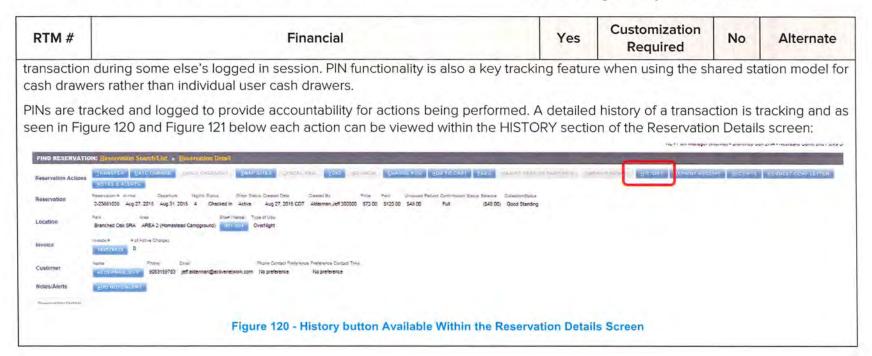
Central to the design of all of ACTIVE Works Outdoors modules is a robust audit trail capability – allowing the agency to track every facet of a transaction and who performed it. From there, our back-end systems are flexible, allowing the authorized user to do a variety of administrative tasks, from changes to cancellations to a variety of informational and fee updates.

The fact that our system is in place and working successfully in your parks means that the common and often disruptive risks associated with transitions (data migration problems, software bugs, payment processing errors, training issues, etc.) are avoided. The risks involved with transitioning to an alternative platform are great – including, but not limited to, loss of functionality and impacts to financial reconciliation and auditability. ACTIVE will help you avoid these risks, and continue to provide a stable system for NGPC.

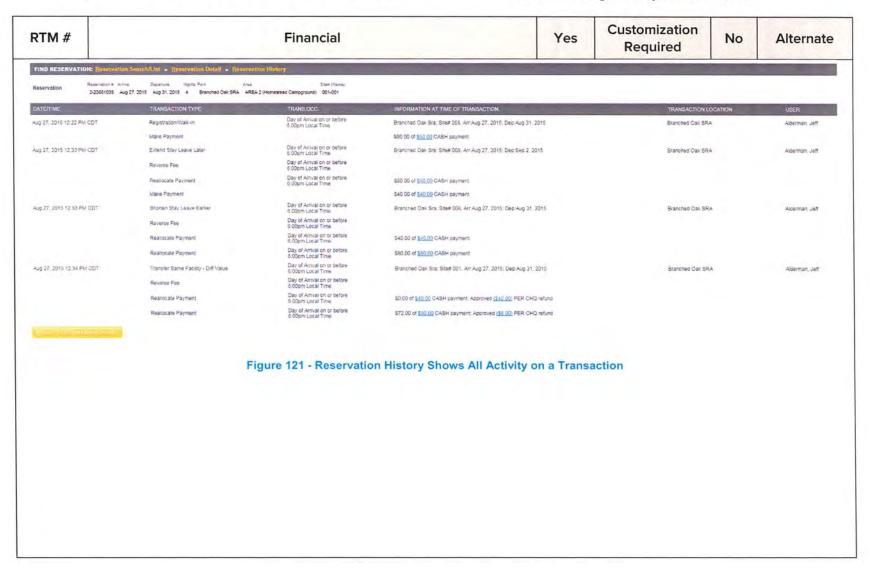
Audit Trails and Payment Tracking to Original Transaction

ACTIVE Works Outdoors enforces entry of user specific Personal Identification Numbers (PINs) as an indicator of who is completing a transaction. This allows complete auditability if for example, a user is logged in but is not available and someone else completes a











| | Financial | Yes | Customization Required | No | Alternate |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| n Figure 122 below, links within t | he transaction history screen allo | ow authorized staff | to drill into paymen | ts and vi | ew associated |
| Arrival Departure Nights Park Aug 27, 2015 Aug 31, 2015 4 Brand | Area shed Oak SRA AREA 2 (Homestead Campgro | Site# (Name) | | | |
| TRANSACTION TYPE | TRANS.OCC. | INFORMATION AT | TIME OF TRANSACTION | DN. | - |
| Registration/Walk-in | Day of Arrival on or before 6:00pm Local Time | before Branched Oak Sra; Site# 008, Arr;Aug 27, 2015 | | | |
| Make Payment | | \$80.00 of <u>\$80.00</u> C | ASH payment | | |
| Extend Stay Leave Later | Day of Arrival on or before 6:00pm Local Time | Branched Oak Sra; | Site# 008, Arr:Aug 27, 2 | 015; Dep: | Sep 2, 2015 |
| Figure 122 | - Reservation History Includes Links | s to Each Financial T | ransaction | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Arrival Departure Nights Park Aug 27, 2015 Aug 31, 2015 4 Brand TRANSACTION TYPE Registration//Walk-in Make Payment Extend Stay Leave Later | Arrival Departure Nights Park Area Aug 27, 2015 Aug 31, 2015 4 Branched Oak SRA AREA 2 (Homestead Campgro TRANSACTION TYPE TRANS.OCC. Registration/Walk-in Branched Oak SRA Arrival on or before 6:00pm Local Time Make Payment Extend Stay Leave Later Day of Arrival on or before 6:00pm Local Time | Figure 122 below, links within the transaction history screen allow authorized staff Arrival Departure Nights Park Area Site# (Name) Aug 27, 2015 Aug 31, 2015 4 Branched Oak SRA AREA 2 (Homestead Campground) 001-001 TRANSACTION TYPE TRANS.OCC. INFORMATION AT Registration/Walk-in Day of Arrival on or before 6:00pm Local Time S80.00 of \$80.00 C Extend Stay Leave Later Day of Arrival on or before 6:00pm Local Time Branched Oak Sra; | Financial Figure 122 below, links within the transaction history screen allow authorized staff to drill into payment Arrival Departure Nights Park Area Site# (Name) Aug 27, 2015 Aug 31, 2015 4 Branched Oak SRA AREA 2 (Homestead Campground) 001-001 TRANSACTION TYPE TRANS.OCC. INFORMATION AT TIME OF TRANSACTION Registration/Walk-in Day of Arrival on or before 6:00pm Local Time Branched Oak Sra; Site# 008, Arr;Aug 27, 2015 State Day of Arrival on or before State Day State D | Financial Figure 122 below, links within the transaction history screen allow authorized staff to drill into payments and vi Arrival Departure Nights Park Area Site# (Name) Aug 27, 2015 Aug 31, 2015 4 Branched Oak SRA AREA 2 (Homestead Campground) 001-001 TRANSACTION TYPE TRANS.OCC. INFORMATION AT TIME OF TRANSACTION. Registration/Walk-in Day of Arrival on or before 8:00pm Local Time S80.00 of \$80.00 CASH payment Extend Stay Leave Later Day of Arrival on or before 8:00pm Local Time Branched Oak Sra; Site# 008, Arr:Aug 27, 2015; Dep:4 |



| RTM # | F | inancial | | Yes | Customization Required | No | Alternate |
|-------------------------|------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------|----------------------------|---------------------------|----------|---------------|
| This original \$80.00 p | payment for example as payment and an \$8.0 | s seen in Figur | ls screen, which provide e 123 below was reallo specific action buttons e | cated base | ed on the shorten st | ay actio | n resulted in |
| | Payment | Payment is eayment status Payt 188829838 Received CA | nem Type Payment Group Collect Location Collect S CH Casin Branched Cas SRA BO Mair | | | | |
| | Payment Details | Esyment Distributions | | | | | |
| | Actions | VOID PAYMENT Antium Crange Tercero Net A | Day Swale Brow Selence Corner | E NO. EU. | FU SI / MT NT | | |
| | Payment Details | \$50.00 \$0.00 \$50 Batton ID Reconcilitation you ID - P | 00 | | | | |
| | Customer | | Email Jeff,alderman@activenetwork.com | | | | |
| | Payment Attributes | EFTConfigSories==================================== | | | | | |
| | Orders | \$72.00 of this payment h | as been allocated to order # 223031032 | | | | |
| | Refunds | \$8.00 of this payment ha | haan allocated to refund # 10000000000 | efund Status Approved | | | |
| | Collection Info | user Pin User ra-jaiderman Alderman, Jeff | Collect Location Collect Station Date & Time Branched Call SRA BO Main Office Aug 27, 2015 12: | Phone ≠ Ernal 22 PM CDT | | | |
| | Void Info | user Void Location Ease & Time | Phone ≠ Erra | | | | |
| | NSF Info | user NSF Location Date & Time | Phone # Email | | | | |
| | Charge Back Info | user Charge Back Location Date | S Time Phone # Email | | | | |
| | Reverse Charge Back Info | user Revese Crarge Back Local | on Cale & Time Phone # 5mail | | | | |
| | Return Info | User Return Labation Calls & Tim | e Phone # Email | | | | |
| | Figure 123 - Pa | yment Details So | reen Tracks All Actions A | ssociated w | ith a Payment | | |



| RTM # | Financial | Yes | Customization Required | No | Alternate | |
|-------|-----------|-----|---------------------------|----|-----------|--|
|-------|-----------|-----|---------------------------|----|-----------|--|

Additional AWO Audit Tracking

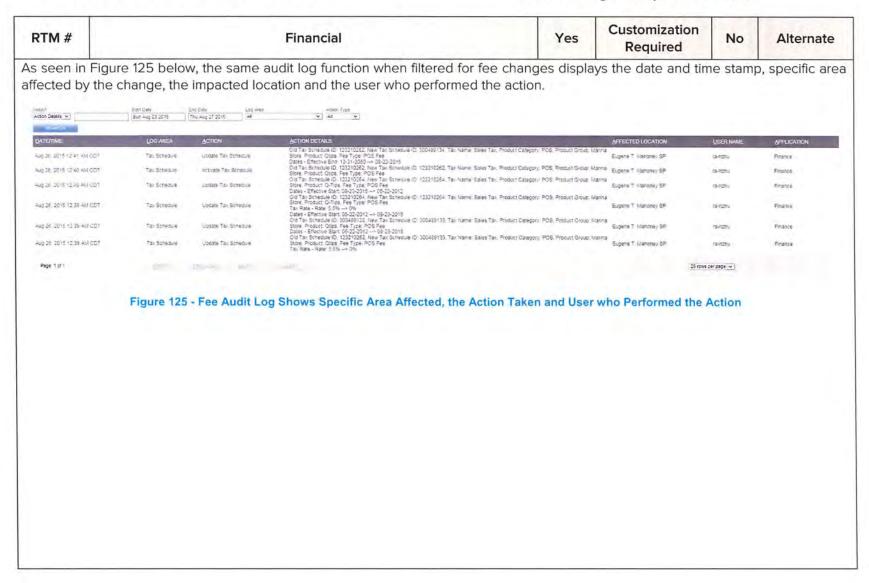
Other auditing capabilities within the AWO system include the ability to track inventory changes, fee changes, and user modifications.

Figure 124 shows an excerpt of the inventory change audit log. This log tracks the date and time of the modification, the specific action taken, the affected location, user, and the specific module used to complete the modification.



Figure 124 - Inventory Audit Tracking Shows Specific Action and User who Performed the Action

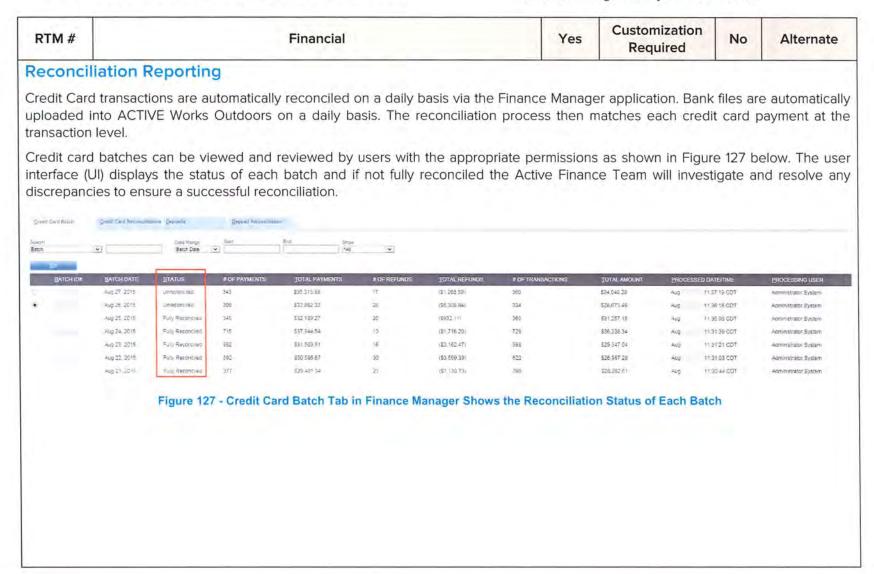






Customization RTM# **Financial** Yes No Alternate Required As seen in the below Figure 126 the user security audit log displays the date and time stamp, specific area affected by the change, the impacted location and the user who performed the action. Eno Diese Application
(Non Aug 24 2015 AB Action Details V user ID 400251783, User Name ra apalismare vo. Role ID: 622005, Role Name NE - Parii, Manager Aug 24 2015 03:25 PM CDT User Role Add Roleis to Liger Role ID 620005 Role Kamelvite - Path Manager User ID-40005-1950, User Name —appliammanvic Location ID 230256, Location Name (Villoux Creek BRA User ID - 0.0005-1859), User Name (All User ID 40038499), User Name (All Role ID - 0.0005-1859), User Name (All Role ID 620007, Role Name (HE - Fixed User User ID 40008499), User Name (All Fixed User ID 40008499), User Name (All User ID 40008499), User Name (All User ID 40008499), User Name (All User ID 40008690), User Name (All User ID 40008690), User Name (All User ID 44098604), U NGPC ra-aparamarevic Agmin Nebraska Game and Parks Commission Aug 24 2015 03 23 PM CDT User Location Assign Location is to User NGPO Hug 24 2015 10:01 AM CDT User Details Add User Account NGFC S/oteni Negrasika Game and Parks Commission Hon Role(s) to User 4Lg 24, 2013 09,65 AM CDT Fort Rebrision SP Field Neoraska Game and Parks Commission rie-treat AUG 24 2015 09 53 AM COT User Role 400 Roleis) to User Fort Robinson SP rie-plead Field Nebrasia Game and Panis Commission AUG 24 2015 09:53 AM CDT Fort Robinson SP Uses Location Assign Location(s) to User ne-yead Field Nebraska Game and Parks Commission AUG 24 2015 09 55 AM COT. User Details And User Azcount Fort Robinson SF nestead Necraska Game and Parks Commission Aug 24: 2015 07:53 AM CDT User Details Update User Account 110000011 Nebraska Game and Parks Commission User Details User Details Deactivate User Account Deactivate User Account NGPC NGPC NGPC NGPC Negraska Game and Parks Commission Negraska Game and Parks Commission AUG 24 2015 04 09 AM CDT AUG 24 2015 04 09 AM CDT User Details Deactivate Uper Account Deactivate Uper Account User ID: 13659298, User Name /a jbrushey User ID:400065180, User Name ra-erajaram Netrasia Game and Panks Commission Nebraska Game and Panks Commission Page 1 of 1 25 rows per page ♥ Figure 126 - User Security Auditing Displays the Date and Time Stamp, Specific Area Affected, the Action Taken and User who Performed the Action

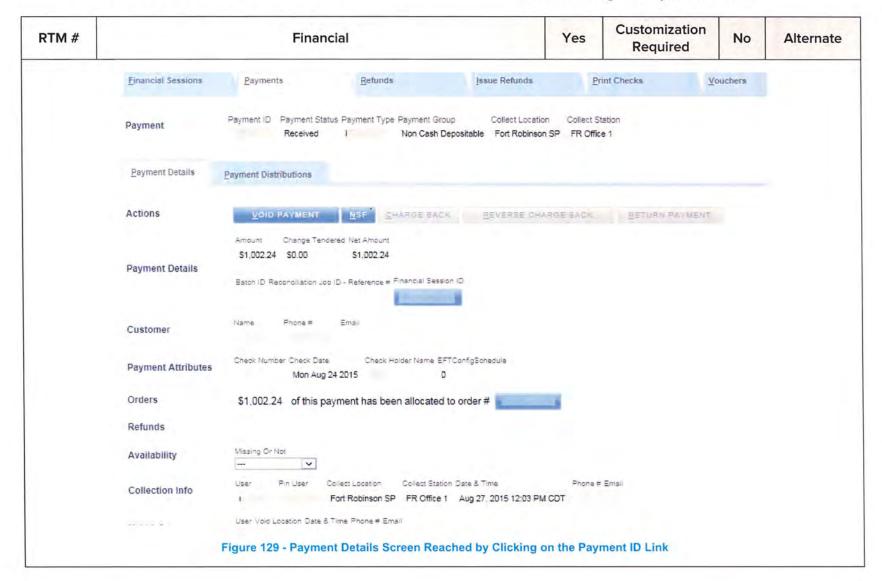






Customization RTM# **Financial** Yes No Alternate Required Tracing a Payment Back to Original Transaction and Provide Details of the Transaction Within the Financials section of Operations or Field Manager authorized users can search for payments based on several different search options, including customer name, collection date, reservation number, etc. as seen in Figure 128 below. Once the payment has been found you can click on the Payment ID number to see the details of the transaction. Creck) Card Record Indone ACH Salches ♥ 08-27-2019 COLLECT LOCATION **COLLECTING USER** Fort Rabinson SP 12 18 PM COT Received 966.00 \$66,00 12.17 PM.COT 1/154 Pensing Eugene T Manoney SP 531.63 Eugene T Manoney SP 12 11 PM COT Eugene T Mahoney SP 38.40 CARH Received. 12:10 PM CDT Pannee SRA 589 00 Received Figure 128 - Payment Results Screen Based on Search Criteria Entered From the Payment Results screen clicking the Payment ID link brings the user to the Payment Details screen shown below in Figure 129. The specific buttons enabled depends on the payment method and the status of the specific payment.







Customization RTM# Financial Yes No Alternate Required Within the Payment Details screen, authorized users can retrieve information such as the order(s) associated with the payment, the financial session ID as well as the user whose PIN number was used to process the payment. Clicking the Order number link takes the user into the specific details of the transaction shows in the Reservation Details screen shown below in Figure 130 below. Selecting the HISTORY button takes the user to the screen showing each action taken against the transaction and the user who performed that action. Jan 27 2016 Jul 8 2016 6 Syn American Argust Aug 18 2016 COT 1 - 0 \$1 000 24 \$1 000 24 \$200 Polification 3F NE Love Color Low Plant Plant To preference Motor Alore Occupant Directly Couples 1 Berginstein + Address Vehicles Figure 130 - Reservation Details Screen Provides All Information Pertaining to the Specific Transaction. By Selecting the History Link Users Can View all Actions Taken on the Transaction as well as the User Performing the Action.

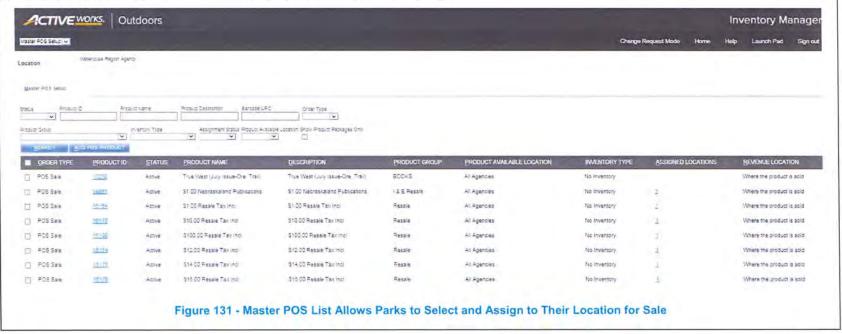


| RTM# | Financial | Yes | Customization Required | No | Alternate |
|-------|------------------------------------------------------------------------------------------------------|----------|---------------------------|----|-----------|
| RTM-7 | Bidder should describe, and provide screen shots showing, their process to create merchandise items. | V | | | |

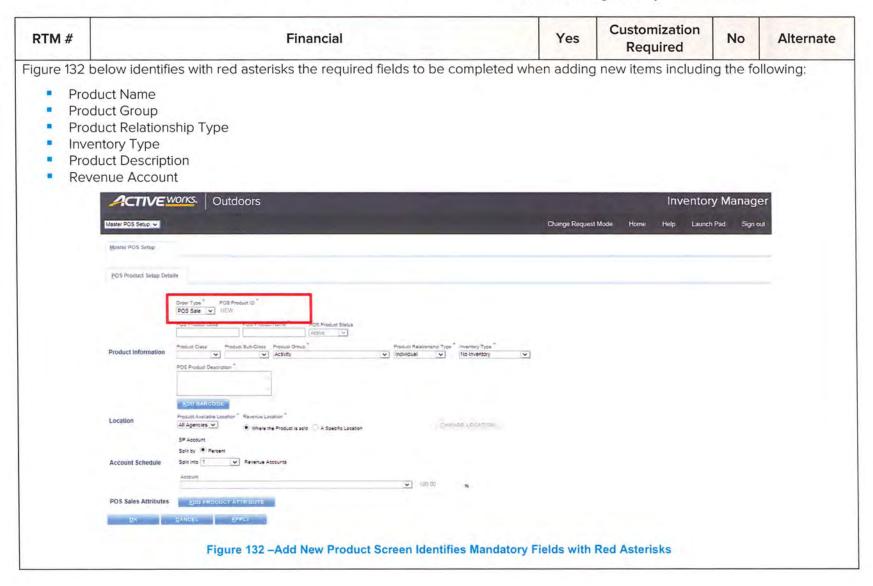
Bidder Response:

The ability to create new POS/Merchandise items is controlled by the ACTIVE Works Outdoors robust security framework. New items can be created through either Inventory Manager or Field Manager.

As seen in Figure 131 below, all items that are created are added to the Master POS listing in the system making them available for any facility to select and assign to their location. Users with the appropriate permissions can select the "ADD POS PRODUCT" button to begin the process of adding a new POS/Merchandise item to the master listing.









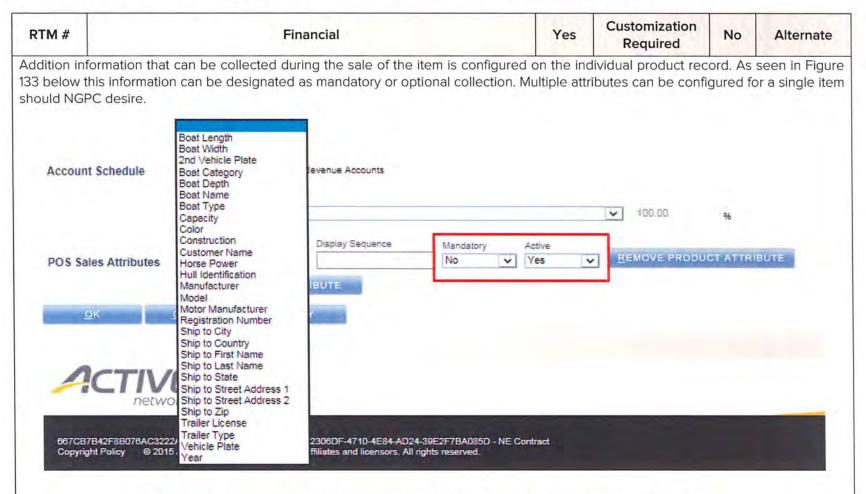
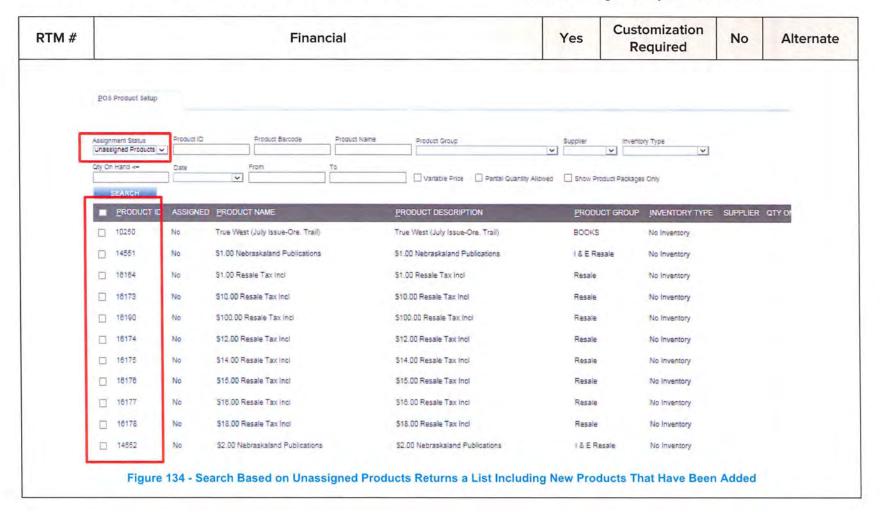


Figure 133 - Additional Attributes Configured by Product Including Mandatory or Optional Designation

NGPC has elected to have the master POS list managed centrally. Once added to the master list, as seen in Figure 134 below, authorized staff at the facility location can assign the product to their location and immediately begin selling. By filtering the search for unassigned products and any additional information such as product ID or product name will assist in locating the new product.







| RTM# | Payment and Credit Card Processing | Yes | Customization Required | No | Alternate |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|----|-----------|
| RTM-8 | ability to accept and categorize payments by all means that are accepted by NGPC as specified in Section IV.E.5., | 1 | | | |
| | compliance with Payment Card Industry's Data Security Standards ("PCI DSS"), and bidder should provide their most recent verification of compliance, and | 1 | | | |
| | ability to integrate with the State of Nebraska's current Merchant Credit Card Processing Service. | V | 1 | | |

Bidder Response:

Acceptable Payment and Refund Methods

ACTIVE Works Outdoors allows for the configuration of acceptable payment methods by sales channel as shown in Figure 135 below.



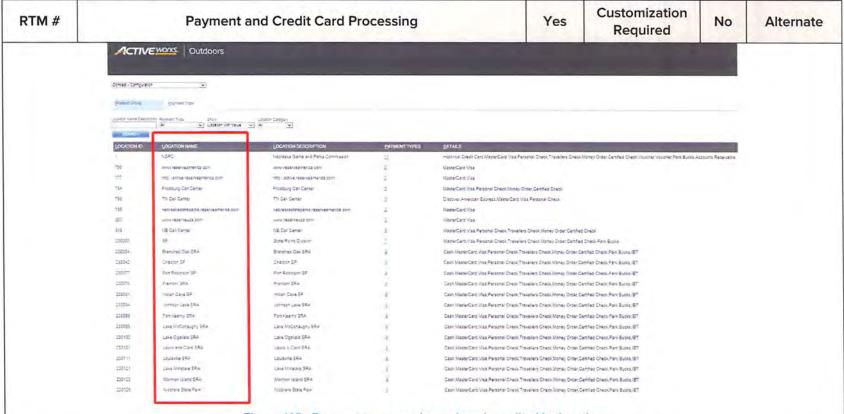


Figure 135 - Payment types can be assigned or edited by location.

Typically cash, money orders, travelers' checks, and personal check payments as well as NGPC Park Bucks are accepted only at field locations. Should NGPS wish to modify the current AWO configuration to accept some of the above payment methods via the call center as well as field locations the change can be easily accommodated. Additional payment methods currently in use by NGPC today include Inter-Agency Billing Transactions (IBT) used to handle payment for inventory booked by other Nebraska agencies. Credit cards are accepted through all sales channels.



As seen in Figure 136 below each of the payment types identified in the RFP Section IV.E.5 are currently supported for NGPC today. ACTIVE WORKS. Outdoors Admin Manager Home Help Launch Pad Sign out Contract - Configuration imp-admin-role - NGPC - Necraska Game and Parks Commission Location Description <u>1</u> осыван Раумент Тура» Non Depositable Park Bucks Non Depositable Both Certified Check Non Cash Depositable Money Order Non Cash Depositable Non Cash Depositable Fársonal Cháck Credit Card 25 rows per case 💌 Page: 1 of 1 THE REST LANT Figure 136 - NGPC payment types currently configured with AWO.



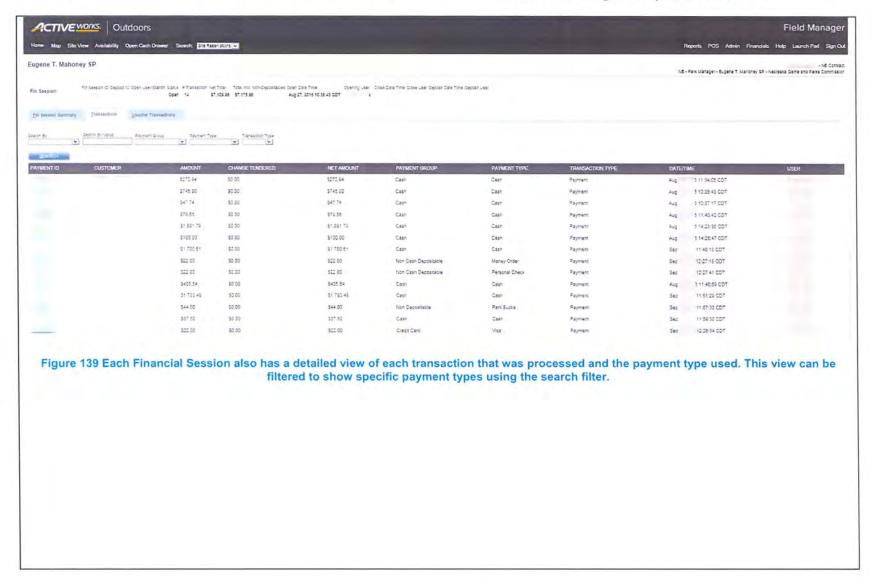
| RTM # | Payment | and Credit Card P | rocessing | | Yes | Customization Required | No | Alternate |
|-----------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------|-----------|--------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|
| 137 below, afte | tion of acceptable paymer selecting the location yment, refund or both. | | | | | | | |
| | Location Payment Type D | etalla | | Location Paymen | nt Type Detail | | | |
| | ID Location Payment Type Payment Group Pmt Refund Type Visible Dft Pmt Type | New Eugene T. Mahoney Please Select Please Select V Both Ves No V | SP V | Location Payment Typ Payment Gro Prot Refund Visible Dft Prot Type | e up Type | Eugene T, Mahoney SF Rease Select Accounts Receivable American Express Cash Certified Check Debit* Discover Fistencal Fistenc | | |

Figure 137 - A new payment type for a location can be added by selecting a payment type from the drop down list. The payment type can be applied to refunds or payments, or both.



Customization Payment and Credit Card Processing RTM# Yes No Alternate Required Payment tracking and reporting is broken down by payment method including the number of transactions each of the payment/refund types. Clicking on the links provides authorized staff with access to the individual payments or refunds making up the total, See Figure 138 and Figure 139 below. ACTIVE WORKS. Outdoors Field Manager Home Map Site View Availability Open Cash Drawer Search: \$18 Reservations > Help Launch Pad Sign Out Eugene T. Mahoney SP Steve Riddle - NE Compti ME - Paix Manager - Sugerie T. Manoney SP - Negrapka Game and Parks Commission the beside currency transactions yourself the sactions 0.00 7065.96 Non Cash Depositsore Personal Check 22.00 Money Order 22.00 Sub-total Available for Deposit 7109.96 0.00 22.00 Non Decourable Fav Suga 44.00 Total Othe 65.00 66.00 Fin Session Total 7175.96 Redeemed \$0.00 (3433.16) pricetor prior pes Figure 138 - Each Financial session summary shows a breakdown of the total number and amount of each payment type that was used for payments and refunds.







Signature 1

active

State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

(\$433.16)

| RTM # | Payment a | nd Cred | lit Card | Proces | sing | | Yes | Customization Required | No | Alternate |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|--------------------|---------------|--------------------------------------------------------|-----------------------|-----------------------------------------|------------|---------------|
| closed, field staff | at the end of a shift, reconcile their cash of These reports along | drawer, p | orint an | d sign th | neir Fina | ancial Sessi | on Summa | ary and Detail Repo | rts, see l | Figure 140 ar |
| | The state of the s | Fin Session ID: | | | | Station/User: F Fin Session Open I Fin Session Close I | oate/Time: 08/27/2019 | 9 02 2015 12:56:54 PM CDT 5 10:36:43 | | |
| | Payment Type | ≠ of Payments | ≠ of Refunds | Total Payments | Total Refunds | Change Tendered on Non Cash Dep. | Adjustments | Total On Hand | | |
| | BANK DEPOSITS | | | | | | | | 1 | |
| | Cash Cash Non Cash Depositable | 10 | | \$7,065.96 | | | | \$7,065.96 | | |
| | Personal Check Money Order | 1 | | \$22.00 \$22.00 | | | | \$22.00 \$22.00 | | |
| | Total BANK DEPOSITS | | | | | | | \$7,109.96 | | |
| | CENTRAL DEPOSITS | | | | | | | | | |
| | Credit Card | | | | | | | | | |
| | Visa | 1 | | \$22.00 | | | | \$22.00 | | |
| | Non Depositable Park Bucks | - 2 | | \$44.00 | | | | \$44.00 | 1 | |
| | Total CENTRAL DEPOSITS | 1 | | 344.00 | | | | \$66.00 | | |
| | Total Deposits | | | | | | | \$7,175.96 | | |
| | Vouchers | | | | | | | | | |
| | Redeemed | 0 | | (\$0.00) | | | | (\$0.00) | | |

Figure 140 - The Financial Summary report.

(\$433.16)

Signature

Name

Date



| RTM# | Payment | and Cre | edit Card Pro | ocessing | | Yes | Customization Required | No | Alternate |
|------|-------------------------------------------------------------------------|--------------|--------------------------------------|----------|-----------------------------------------------------------------|----------------------------------------|---------------------------------|----|-----------|
| | Financial Session I Location: 230273 Euge Fin Session ID: Status: Open | Detail Rep | | S | tation/User: : Session Open Date/Time: Session Close Date/Time: | Run Date and Ti 08/27/2015 10:36:43 | me: Sep 02 2015 12:37:46 PM CD1 | | |
| | Payment/ Transaction Refund ID Type | Status | Date/Time | Order # | Customer Name | User Name | Net Amount | | |
| | BANK DEPOSITS | | | | | - | | | |
| | Cash | | | | | | | | |
| | Cash | | | | | | | | |
| | Payment Payment | | 08/28/2015 11:34 08/27/2015 10:36 | | | | \$272.94 \$746.80 | | |
| | Payment | Received | 08/27/2015 10:37 | | | | \$47.74 | | |
| | Payment | | 08/28/2015 11:40 | | | | \$79.56 | | |
| | Payment | Received | 08/31/2015 14:23 | | ì | | \$1,891,79 | | |
| | Payment | Received | 08/31/2015 14:25 | | | | \$100.00 | | |
| | Payment | Received | 09/02/2015 11:49 | | | | \$1,700.61 | | |
| | Payment | | 08/31/2015 11:40 | | | | \$405.54 | | |
| | Payment | | 09/02/2015 11:51 | | | | \$1,783.48 | | |
| | Payment Change Transferred by Mrs. Con- | | 09/02/2015 11:59 | | OUNE WE I VOLID | | \$37.50 (\$0.00) | | |
| | Change Tendered on Non Cas SubTotal Cash | Depositables | | | | | \$7,065.96 | | |
| | Non Cash Depositable | | | | | | | | |
| | Money Order | Paranical | 09/02/2015 12:27 | | GENERAL PUBLIC | Steve Riddle | \$22.00 | | |
| | SubTotal Money Order | neceived | 09/02/2015 12:27 | | GENERAL PUBLIC | Steve Modie | \$22.00 | | |
| | Personal Check | | | | | | | | |
| | Payment | Received | 09/02/2015 12:27 | | GENERAL PUBLIC | Steve Riddle | \$22.00 | | |
| | active NET HORK | | | | | Financial Session | Detail Report Page 1 of 2 | | |
| | | | | | | | | | |



| RTM # | Payment and Credit Card Processing | VAC | omization equired No | Alternate |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------|-----------|
| | Financial Session Detail Report (FIN-DEP-005) | Run Date and Time: Sep 0. | 2 2015 12:37:46 PM CDT | |
| | Location: 230273 Eugene T. Mahoney SP Station/User: Fin Session ID: Fin Session Open Date/Time: Status: Open Fin Session Close Date/Time: | 08/27/2015 10:36:43 | | |
| | Payment/ Transaction Status Date/Time Order Customer Name Customer Name | User Name | Net Amount | |
| | SubTotal Personal Check Total Non Cash Depositable | | \$22.00 \$44.00 | |
| | Total BANK DEPOSITS CENTRAL DEPOSITS | | \$7,109.96 | |
| | Credit Card Visa Payment Received 09/02/2015 12:26 | N THE | \$22.00 | |
| | SubTotal Visa Total Credit Card | | \$22.00 \$22.00 | |
| | Non Depositable Park Bucks 188633847 | | \$44.00 | |
| | SubTotal Park Bucks Total Non Depositable | _ | \$44.00 \$44.00 | |
| | Total CENTRAL DEPOSITS | | \$66.00 | |
| | Total Deposits | | \$7,175.96 | |
| | Vouchers Voucher ID Type Date/Time Source Order # Affected Order # Customer (\) | /oucher Owner) User Name | Amount | |
| | Issue Voucher | | (\$79.56) (\$353.60) | |
| | Total | | (\$433.16) | |
| | ective METINORK | Financial Session Detail Rep | oon Page 2 of 2 | |
| | Figure 141 - The Financial Session Detail F | | | |



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

| RTM # | Payment and Credit Card Processing | Yes | Customization Required | No | Alternate |
|-------|------------------------------------|-----|---------------------------|----|-----------|
|-------|------------------------------------|-----|---------------------------|----|-----------|

PCI DSS Compliance

ACTIVE's systems maintain PCI-Level one compliance and have done so for ten years. This is an important distinction, as many vendors do not have the level of independent security audit detail that ACTIVE has. Many vendors use the self-assessment method of PCI Compliance meaning that they simply complete a questionnaire indicating that they are PCI compliant.

We undertake an annual PCI-DSS Level 1 reassessment with a council-approved Qualified Security Assessor (QSA) to deliver the required Report on Compliance (ROC) and the Attestation of Compliance (AOC). ACTIVE is committed to ACTIVE Works Outdoors security and preserving the PCI and PII data entrusted to us. The Trustwave Certificate of Compliance in Figure 142 confirms our compliance for the quarter ending October 18, 2015.

Our dedicated security team analyzes the customer transactions from the central database, all the way to the field transaction, in order to determine which parts of the process are in scope and out of scope for PCI certification.



Our products are regularly tested from the Internet for vulnerabilities with industry-leading audit review and penetration testing expert Trustwave®. They test our sites monthly to ensure we pass the highest published payment industry and government standards. TrustWave® Secure certification is fully accredited to meet the scanning requirements for the Payment Card Industry (PCI) standard used by Visa, MasterCard, American Express, and other customer credit providers. ACTIVE also conducts weekly internal vulnerability scans to identify potential areas of risk and drive remediation on an ongoing basis independent of our external scans.

All ACTIVE Data Center facilities follow strict security and access policies, meeting PCI-DSS compliance standards.



Figure 142 - Trustwave Compliance Certificate



| RTM # Payment and Credit Card Processing | Yes | Customization Required | No | Alternate |
|------------------------------------------|-----|---------------------------|----|-----------|
|------------------------------------------|-----|---------------------------|----|-----------|

ACTIVE will provide NGPC with quarterly Certificates of Compliance as well as the annual Attestation of Compliance throughout the life of the contract.

TRUSTe's Privacy Certifications provide cutting-edge consumer protections and establish leading privacy standards. Each certification has Certification Standards applied against a company's online properties (like websites, mobile apps, cloud platforms), customer and employee data management practices, and/or applicable regulatory frameworks (like COPPA).

As seen in Figure 143
TrustWave and TRUSTe certificates are displayed on our payment pages, indicating compliance with both privacy standards and with PCI requirements.

Since inception, Active Works Outdoors has processed over one billion dollars securely, which should give you maximum peace of mind that we are protecting your customers' important financial data.

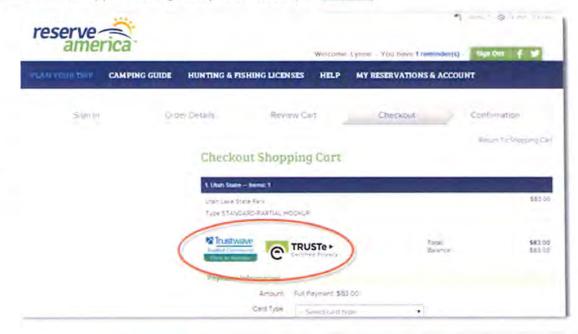


Figure 143: ACTIVE is TrustWave and TRUSTe compliant



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

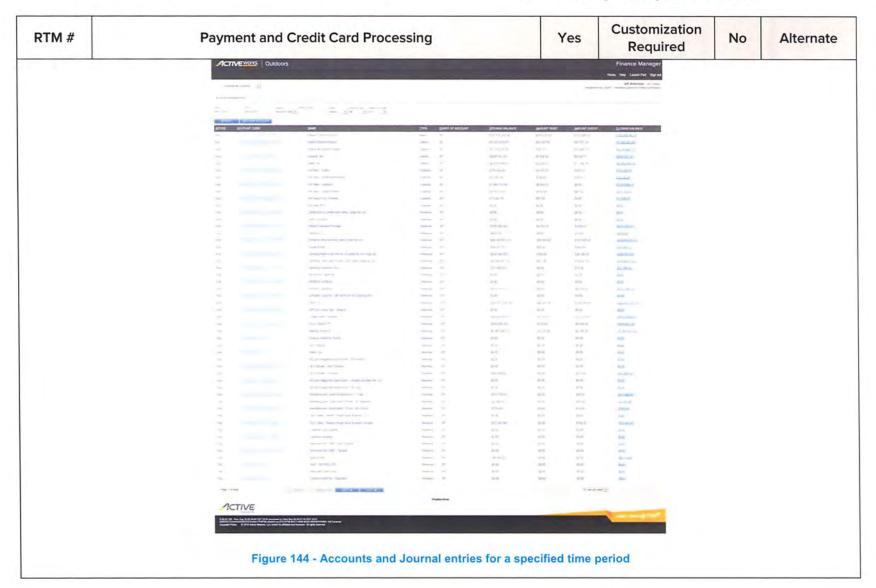
| RTM # | Payment and Credit Card Processing | Yes | Customization Required | No | Alternate |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|---------|----------------|
| | rrently integrates with Nebraska's Merchant Credit Card Processing Servi om this RFP. | ice and | will continue to do | so unde | er the contrac |
| RTM-9 | Bidder should describe, and provide examples of, their accounts receivable (AR) transactions and statements, including demonstration of features detailed in Appendix A, item 8.c., | \ | | | |
| | acceptance and appropriate handling of advance deposits for group events, including demonstration of features detailed in Appendix A, item 8.d., and | \ | | | |
| | recalculation of the group's account balance when a unit that is part of a group event is separated from the group event and transferred to an individual reservation. | \ | | | |

Bidder Response:

Accounts Receivable Transactions and Statements

Within the Finance Manager application, users with the appropriate permissions can view the listing of all accounts that have been created including the amount of money that has been posted and passed through each account as shown in Figure 144 below. This information can be filtered based on a specific time period right down to the individual account.







Customization Payment and Credit Card Processing RTM# Yes No Alternate Required When performing a transaction the system will provide a breakdown of the fees charged within the order cart. As shown in Figure 145 this breakdown includes the amount charged in use fees, transaction fees, taxes and if included in the transaction any discounts. Your Cart plant playing below hides. New Event 1 Family Reumon: Sep 25, 2015; Sep 27, 2015; Buggere T. Manuray, SP - Exercise 1053159753 Actions Bally-81 Area Dounty Conscion Labor tracing 1-44 & fill less and 50% act; 25% decounts of American Electric and Occupants of Amine 2011-04-25 Decian 2015-04-27 Ageins, 2 \$290.00 \$7.00 \$31.19 Fart Name 1 statem IP \$320.19 Area County Core Capit Loop (150) #6 1 11 & 111 \$290.00 \$7.00 \$31.19 Occupant Alderman Easton # at Occupants 1 Amile 201 \$12/0 (00 57 (00 534 (4) \$301.14 Area County Com Cape Line (Lillers 1 12 & 61) \$740.00 \$7.00 \$25.04 Part Regions I Marrows Mr. 8272.54 A DESCRIPTION OF THE PERSON NAMED IN COLUMN \$7,565,60 \$2,00 \$1,563.60 Margarita (Figure 145 - Breakdown of fees charged within order cart



| RTM # | Payment a | nd Credit Card Process | ing | Yes | Customization Required | No | Alternate |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------|---------------------------|------------------------------------|-------------------------------------------|
| | t amount (deposit or full amour | | | on the system | will allocate the fun | ds into the | ne appropria |
| counts | for the items being purchased | as shown below in Figu | re 146. | | | | |
| Order Summa | ary | | | | | | |
| Hecesat Details | (Nocest Placest Cres 4 Time Says Locator Greenes by (1004-101) Wed Sep 9 2016 9:00 AM COT Eugene T Mahoney SP Addisonan Jelf | | | | | | |
| Event | Eyens IQ Eyent Name State Citis End Citis Linguister 1925/2015 Family Relinion Fin Sep 25 2015 Sun Sep 27 2015 Egigene T. Mahonay S.P. | | | | | | |
| Customer | Name Phone Email Organizated Liams Albertran Saston 9053159763 | | | | | | 201000000 |
| Transaction(s) | Iraia Paymer: Reservation H: 0-03084038 Parc Eugene 1 Maronay SP | Avex. County Cork Capin Louis (patient 1-14 s) 41) Sais 001 370-001 570 | feet. | | | Use Fee presented Fee | 9240,00 97,00 |
| Receipt item | | Occupant Albertran Eaglan wid Optubants: 1 Annies 2016-00-27 Desent 2016-00-27 Hopts: 2 | | | - | Durana Durana | 525.34 5272.94 |
| Transaction(s) | Male Paymen Resemblion # 0.0000m000 Pare Eugen T Tutning SN | Ares, Coursy Corn Coon Love (seems 5.14 ± 41) Sile 202 504-202 901 | Test. | | | Use Fee rentection Fee | 1240.00 57.00 |
| Receipt Item | | Occupant Alderman Exerci a of Occupant 1 Annex 2015-00-05 Depart 2015-00-07 Norms 2 | | | | Tyr: Suctensi | \$31,14 \$328,10 |
| Transaction(s) | | | | | | | |
| Receipt Non- | Reservation in 2-00084040 Park Bugane 1 Managery (In | Argan County Conn. Cason Long Islams 1-14 £.41) See 003 901,-003 801. Docupant Albanton Eastern with Chicagains, 1 Annus 2015-00-25 | 46 | | | Use Fee ransemon Fee Tan | 1290.00 37.00 371.19 |
| | | Acres 2016-09-20 Depart 2016-09-27 Nignus 2 | | | | Svoietal | 8328 ip |
| Transaction(s) | Reservation # 2-2054041 Park Eugens T Matoney SP | Area County Coni Capin Lepp (pecne 1-14 5 A) See DO TREE COL TREE Occupant Albertan Ession | risk | | - 4 | Vsk Fes Ironacion Fes | \$300 00 \$7.00 \$54.34 |
| Resnipt Item | | # of Occupance 1 Arrive 2015-05-25 Decent 2015-06-27 Fegins 2 | | | | Sump | \$261,34 |
| Transaction(s) | | | | | | | |
| Receipt Item | Reservation # 3-22094242 Perk Eugene T. Monomey SP | Area. County Core Catini Loop (pating 1-14 & 41) Site 105 8 F G-005 8 F G Couppart Alderman Easten e-of Copparts: 1 | 16-4 | | | Use Fee Transaction Fee Tale | \$240,00 \$7,00 \$25,04 \$272,44 |
| | | Armine 2010-00-05 Depart 2016-09-07 Migrita 0 | | | | Subtetal | |
| Receipt Fees Summary | | | | | 7 | Use Fee rensection Fee Ten | \$1,360,00 \$38,00 \$148,60 |
| Totals | | | | | | Total Prise Total Past Paid | \$1,663,60 \$0,00 |
| Payments & Change | | | | | Pag Ch | ment Tandered ange Tendered | \$600 CD \$9.00 |
| Cursta | | | | | New | Amount Owing | 31 203 60 |
| Payment Details | Case 500.00 USO | | | | | | |
| | | Figure 146 - Advance | Deposit taken for | Group Event | | | |
| | | . igain i in i i i i i i i i i i i i i i i i | | 2. 2 op 12. 14. | | | |



| RTM # | Payment and Credit Card Processing | | | | Customization Required | No | Alternate | |
|---------------|------------------------------------|---------------------------|----------------------------------|----------------|----------------------------------|-------------|------------|--|
| | eakdown of the account all | | d within several of the | financ | ial reports. Figure 147 | ' illustrat | tes how th | |
| nformation is | displayed within the Park Re | evenue Report. | | | | | | |
| PARK R | EVENUE REPORT (FIN-D | EP-016) | R | un Date a | and Time: Sep 09 2015 9:08 | 52 AM CD | Т | |
| LOCATION | ID: 230273 | i | | | | | | |
| Location N | ame: Eugene T. Mahoney SP | li li | nclude Loops: No | | | | | |
| Collect Loc | cation: All | in the second | nclude Alternate Facility ID: No | i e | | | | |
| Adjustmen | ts Included: No | F | RA Fee Account: Excluded | | | | | |
| Show Payr | nent Types: No | i | Include Deferred Items: No | | | | | |
| Non-Depos | sitables Included: No | 1 | Include Revenue Type: No | | | | | |
| Include Pa | rk Totals: No | 1 | nclude Station: Yes | | | | | |
| Start Date: | 09/09/2015 | E | End Date: 09/30/2015 | | | | | |
| | | 200 | | | | | | |
| PARKNO | PARK NAME | Station | ACCOUNT | # | ACCOUNT NAME | AMOUNT | ŗ | |
| 230273 | Eugene T. Mahoney SP | ETSMP Group Events | | | Lodging Tax | \$22.6 | 62 | |
| 230273 | Eugene T. Mahoney SP | ETSMP Group Events | | | Sales Tax | \$24.9 | 90 | |
| 230273 | Eugene T. Mahoney SP | ETSMP Group Events | | Cabin TE \$438 | | | 48 | |
| 230273 | Eugene T. Mahoney SP | ETSMP Group Events | | Rese | rvation Fees btx 5.5% / + county | \$14.0 | 00 | |
| 230273 | Eugene T. Mahoney SP | ETSMP Group Events | | | Total: | \$500. | 00 | |
| | | | | | Tota | \$500. | 00 | |

Figure 147 - Park Revenue Report showing posting of payment taken for Group Event



| RTM # | | Payment and 0 | Credit Card Processing | | Yes | Customization Required | No | Alternate |
|-------------|-----------------------|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------|-----------------------------------------------|-------------------------------------------|------------|
| Advance | Depos | its for Group Ever | nts | | | - | | |
| choose to p | ay the fu | II amount. Figure 148 d | m the customer may have emonstrates how within the Figure 149 the order sun | he Order Cart t | he user c | an enter in the amo | ount that | the Custom |
| | \ | CAP | | | | | | |
| | lame | Feet 2 or 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | No. of | | | | | |
| | Carrier | Home Catal RESIDED | and the same of th | | | | | |
| | Acres . | Property Statement and Statement | will with the second | | | | | |
| | Design | ■ ORSIGR | ITEN | any. | | ETE TYPE | PRICE | |
| | | No Super 1 Spaces 27 | lega Could Christian goods 1-44 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 | , | | Ger Peel Trainel tas Feel Tas Suppli | \$2(1.55 \$2.50 \$2(1.55 | |
| | | ALF MODE NODE OF | Angle 2 are Court from Coop Labor (1984) Decades Name State And Contained 1 Contained 1 Contained 1 | | | User Fase Historicky Host Tay | 27 (10) 27 (20) 27 (20) | |
| | | | 4004.1 | | | | | |
| | | the same reason of | The Control of the Co | | | Internal Control | \$200.00 97,00 \$\$1.45 \$306.10 | |
| | | Service Control of | Specification Confidential Learn 1-14 for the December December December December December 2000 agree 1 agree 2015 agree 1 agree 2015 agree 1 | | | Tonscon rim Ton Salpto | 87 00 87 00 934 34 8091 34 | |
| | | Pri Euro 1 Group of | Great 20 Hours 2 Great 2 From 1 From 2 Great Care Communities (Lighton 1 1 & 4 H) In region 4 Hours (Lighton 2 H) and 2 H Communities 1 4 of Communities 1 | | | Lose has Transaction Few | \$2,43 mm \$7.00 \$72 mm | |
| | | | Agnut (Dep-Dac2) Disease 2016 06.27 Regrot J | | | SAMO | 2753.00 | |
| | Tidays Vandor Rebe | | Same by Charles of the Co. | | | Total Propi Vand | 97.500,000 98.00 | |
| | Gentleming | | | | | Alexandria Control | \$1.062.60 \$1.062.60 | |
| | Principal | 1/11 W 1100 SE 1/15 SE | ECHICA | | | | | |
| | | | | | | | | |
| | | Ei | gure 148 - Order Cart with op | tion to enter Den | osit Amou | nt | | |



| RTM # | Payment a | and Credit Card Process | ing | Yes | Customization Required | No | Alternate |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|---------------------------|-------------------------------------|-------------------------------------------|
| Order Summar | iy. | | | | | | |
| leccip) Details | Renapt # Repaid Date & Time Sales Listation Cromet By 15541525 Wed Say 5 2015 0.00 AM COT Eugene T Mahoney SP Alperman_set | | | | | | |
| went | Event ID Event Name Start Direc End Case Liceason 10000000 Family Reunion Pri See 25' 2015 Sun Sep 27' 2015 Eugene T, Manney SF | | | | | | |
| us former | Name From Enter Openitation (gmill Absention Easter 0053166792 | | | | | | MINT RECEI |
| ransaction(s) | Make Fayment | | | | | | |
| iswipt flem | Reservation P. 2-2884026 Plans: Eugene T. Mahraney GP | Asset County Cark Caster Lowersaction (+14 & 41) Elem (01 877-040) 877 TO Columbian Thomas Restor- Armes 2016-00-25 Design, 10 10-06-27 | 16.4 | | | Use Fee T/ensection Fee Tak Subtral | \$240.00 \$7,00 \$25.94 \$272.94 |
| | | (Lights: 2 | | | | | |
| ransaction(s) | Nina Faymen | | | | | | |
| eceipt Nem | Redervation # 7-70/054039 Part: Eugens 7 Martoney 5P | Area: County Cork Casin Less (radims 1714 \$.41) Site: 002 SQL-002 SQL Optubers: Albertran Easton & of Cocupants: 1 | 162 | | | Use Fee Transaction Fee Tea | 5390,00 91,00 931,19 |
| ecespt dem | | Ame. 2015-09-25 Depart 2015-09-27 Nema: 2 | | | | Sucriptor | 3320.19 |
| ransaction(s) | | | | | | | |
| | Reservation # 3-535643-0 Peric Eugene T Matomey SP | Area: County Cork Cobin Loop (cabins 1-14 & 41) Ele: 003 SGL/C03 SGL Occupant Alderman Exaton | 198. | | | Use Fee Transection Fee 7ax | \$290,00 57,00 501,16 |
| eroeigh Stern | | # of Cocupants: 1 Armys: 2015-09-25 Depart: 2015-09-27 Nights: 2 | | | | Subtique | \$129.19 |
| ransaction(s) | | | | | | | |
| | Reservation #, 0.0064041 Pers, Eugene T. Melanner SP | Ansa: County Core Coon Look (submail 1-14 § 41) Solv 004 TRES-004 TRES Occurrent Alderman Saston | 104 | | | Use Fee Transaction Fee Tax | \$220.00 \$7.00 304.34 |
| design lives | | # 51 Dougants: 1 Amile: 2015-06-25 Depth: 2015-06-27 Teghts: 2 | SAMM | | - | Subteral | 5361 3A |
| /ansertanis) | | | | | | | |
| / ansassocia) | Renarcision et 3/20084040 Paint Bugder T. Manufacy BF | Arear Courty Cork Cabin Lood (dabns 1-14 5.41) See CC6 8FC-005 8FG Octupant Ademini Easter | 164 | | | Usa Fas Transaction Fee Tax | 5240 III 57,00 525,54 |
| scent flen | | # of Coupering 1 Arms 2015-08-25 Depart 2016-08-27 Fights: 2 | | | | Suppor | 3272,94 |
| ecolpt Fees unmary | | 700 | | | | Use For Transaction Fee Tax | 31,380,50 335,50 5148,60 |
| odalis | | | | | | Total Price Total Past Paid | 50,583,63 50,00 |
| aymente à nange | | | | | (1) | Payment Tendered Change Tendered | skpg op \$0.00 |
| Data tanding | | | | | | ew Amount Owing | 89,569,60 |
| Payment Details | Type Amend Express; Cash 50000 USD | | | | | | |

Figure 149 - Order Summary showing Deposit amount processed

AWO includes the ability to generate a Corporate Bill, based on standard or negotiated rates, showing all reservations and charges associated with the event. Figure 150 shows any items that are charged to the overall event will be displayed at the beginning of the bill and labeled as "Event Charges" with the details of the charge listed within this section.



| RTM # | Payment and Credit Card Processing | | | | Yes | Customization Required | No | Alternate |
|-------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|
| | In account with: EASTON ALDERMAN 123 TEST SCHENECTADY, OHIC UNITED STATES | 12345 | | Event Corporate Bill Eugene T. Mahoney SF 28500 West Park Hwy Ashland, Nebraska 680 United States | | | | |
| | Simesomies | | | Run Date and Time: Se | p 09 2015 9:27 | 50 AM CDT | | |
| | | | | PLEASE REMIT PAYM | ENT TO: | | | |
| | | | | 28500 West Park Hwy Ashland, Nebraska 680 United States | 03 | | | |
| | Event ID. Event Name Start Date: End Date: | 188639639 Family Reunion Sep 25 2015 Sep 27 2015 | | Bill ID: Bill Date: Payment Due Date: Payment Due: | 188541726 Sep 09 20 Sep 23 20 \$1,321.85 | 15 15 | | |
| | Event Charges | | | Invoice #: | 18863963 | 9/ | | |
| | Sale Date Sep 09 2015 Sep 09 2015 Sep 09 2015 Sep 09 2015 | POS Sale # 3-1789506 3-1789507 3-1789508 3-1789525 | Description 5 Fish - Dupl Permit 10 Shate Rental btx 5.5% 2 Theatre Family 4-Pack 2.00 Catering - not buffet - taxable Taxes TOTAL Event Charges | | 1000000 | Amount \$30,00 \$30,00 \$40,00 \$150,00 \$8,25 \$258,25 | | |
| | Reservation and Charge Reservation #: Site #(Name): Primary Occupant: Check-In: Check-Out | 2-23884038 001 STD-001 STD Alderman,Easton | | Invoice #: Arrival Date: Departure Date: # Days/Nights: Reservation Status: Order Status: | 18863964 Sep 25 20 Sep 27 20 2 Pre Amiva Active | 15 15 | | |
| | RESERVATION FEES | 2000 | | | | Control of the Contro | | |
| | Transaction Date Sep 09 2015 | Description Use Fee Transaction Fee, Res Taxes | ervation Sub-total Reservation Fees For | Reservation # 2-23884 | 038 | Amount \$240.00 \$7.00 \$25.94 \$272.94 | | |
| | | | TOTAL for Reservation # 2-238 | 84038 | | \$272.94 | | |
| | Reservation and Charge | 5 | | Invoice #: | 18863965 | 2 | | |
| | Reservation #: Site #(Name): | 2-23884039 002 SGL-002 SGL | | Arrival Date: Departure Date: | Sep 25 20 Sep 27 20 | | | |
| | | | | | | | | |

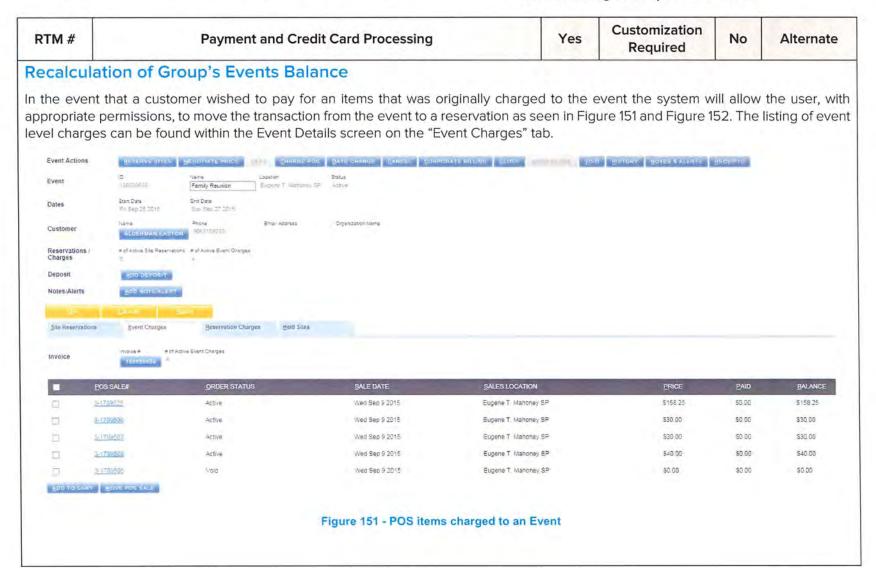


| rimary Occupant: | Alderman Easton | # Days/Nights: | 2 | | |
|-------------------------|------------------------------|--------------------------------------------|-------------|-----------|--|
| Check-In: | | Reservation Status: | Pre Arrival | | |
| Check-Out: | | Order Status: | Active | | |
| RESERVATION FEES | | | | | |
| Transaction Date | Description | | | Amount | |
| | Use Fee | | | \$290.00 | |
| Sep 09 2015 | Transaction Fee, Reservation | | | \$7.00 | |
| | Taxes | | | \$31.19 | |
| | Sub-tota | Reservation Fees For Reservation # 2-23884 | 1039 | \$328.19 | |
| | TOTAL 1 | Reservation # 2-23884039 | | \$328.19 | |
| Reservation and Charges | | Invoice #: | 188639659 | | |
| Reservation #: | 2-23884040 | Arrival Date: | Sep 25 2015 | | |
| Site #(Name): | 003 SGL-003 SGL | Departure Date: | Sep 27 2015 | | |
| Primary Occupant: | Alderman, Easton | # Days/Nights: | 2 | | |
| Check-in: | | Reservation Status: | Pre Arrival | | |
| Check-Out: | | Order Status; | Active | | |
| RESERVATION FEES | | | | | |
| Transaction Date | Description | | | Amount | |
| | Use Fee | | | \$290.00 | |
| Sep 09 2015 | Transaction Fee, Reservation | | | \$7.00 | |
| | Taxes | | | \$31.19 | |
| | Sub-tota | Reservation Fees For Reservation # 2-23884 | 4040 | \$328.19 | |
| | TOTAL | Reservation # 2-23884040 | | \$328.19 | |
| Reservation and Charges | I a sa | Invoice #: | 188639666 | | |
| Reservation #: | 2-23884041 | Arrival Date: | Sep 25 2015 | | |
| Site #(Name): | 004 TREE-004 TREE | Departure Date: | Sep 27 2015 | | |
| Primary Occupant: | Alderman, Easton | # Days/Nights: | 2 | | |
| Check-In: | | Reservation Status: | Pre Arrival | | |
| Check-Out: | | Order Status: | Active | | |
| RESERVATION FEES | List Carrie | | | SATING TO | |
| Transaction Date | Description | | | Amount | |
| V 20 50 50 | Use Fee | | | 5320.00 | |
| Sep 09 2015 | Transaction Fee, Reservation | | | \$7.00 | |
| | Taxes | D | 4044 | \$34.34 | |
| | | Reservation Fees For Reservation # 2-2388 | 4041 | \$361.34 | |
| | TOTAL | Reservation # 2-23884041 | | \$361.34 | |
| Reservation and Charges | | Invoice #: | 188639674 | | |
| Reservation #: | 2-23884042 | Arrival Date: | Sep 25 2015 | | |
| Site #(Name): | 005 BFQ-005 BFQ | Departure Date: | Sep 27 2015 | | |
| Primary Occupant: | Alderman Easton | # Days/Nights: | 2 | | |

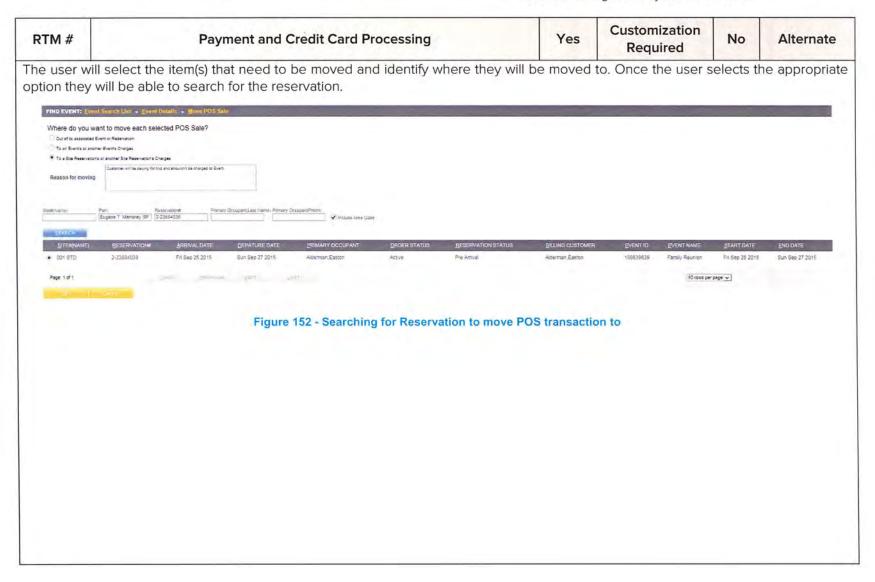


| M # | | Payment and Credit | Card Processing | Yes | Customization Required | No | Alternate |
|-----|---------------------------------------------|-------------------------------|----------------------------|--------------------------------------|---------------------------|--------|-----------|
| | Check-In: Check-Out: RESERVATION FEES | | | Reservation Status: Order Status: | Pre Arrival Active | | |
| | Transaction Date | Description | | | | Δm | ount |
| | | Use Fee | | | | 3,000 | 10.00 |
| | Sep 09 2015 | Transaction Fee, Reser | vation | | | | 7.00 |
| | | Taxes | | | | 52 | 25.94 |
| | | | Sub-total Reservation Fee | s For Reservation # 2-238 | 884042 | \$2 | 72.94 |
| | | | TOTAL for Reservation # 2 | 2-23884042 | | \$2 | 72.94 |
| | PAYMENTS | | No. | | | | |
| | Payment Date | Payment # | Description | | | Am | nount |
| | Sep 09 2015 | 188641621 | Cash | | | (\$50 | 0.00) |
| | | | TOTAL Payment | | | (\$50 | 00.00) |
| | | | | TOTAL PRICE TOTAL PAYMENT | | (\$50 | 21.85 |
| | | | | AMOUNT OWING | | | 21.85 |
| | | | | MINIMUM PAYME DUE DATE | NI DUE | | 21.85 |
| | | | | DUEDATE | | Sep 23 | 2015 |
| | Please indicate 'Payr | ment for Event ID: 1886396 | 639' with your remittance. | | | | |
| | NOTE: Customizable r | note text can be added to bil | 1. | | | | |
| | | | | | | | |
| | | Figure | e 150 - Corporate Bill sho | wing Event Charges | | | |
| | | | | | | | |
| | | | | | | | |

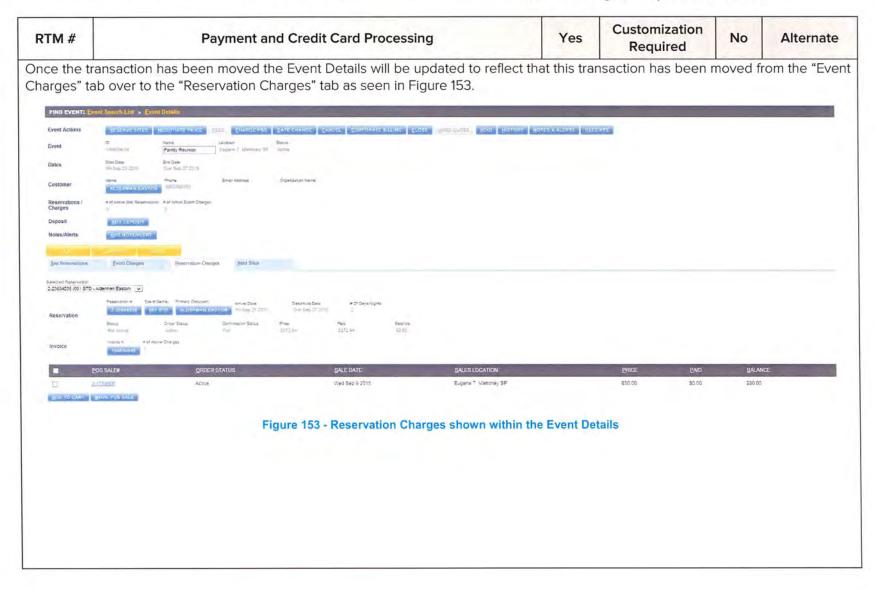














| RTM # | Pay | ment and C | redit Card F | Processing | | Yes | Customization Required | No | Alternate |
|----------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------|----------|---------------|
| An updated Corpo in Figure 154 belo | | e generated | to reflect the | e change of the ch | arge being 1 | moved fr | om the Event to th | ne Reser | vation as see |
| | E 1 S | account with: ASTON ALDERMAN 23 TEST CHENECTADY, OHIO INITED STATES | 12345 | | Event Corporate Bill Eugene T. Mahoney SP 28500 West Park Hwy Asnland, Nebraska 6900 United States | | | | |
| | | | | | Run Date and Time: Ser | p 09 2015 9:35:45 | AM CDT | | |
| | | | | | PLEASE REMIT PAYM | ENT TO: | | | |
| | | | | | 28500 West Park Hwy Ashland, Nebraska 6800 United States | 03 | | | |
| | E | vent ID: vent Name: start Date: ind Date: | 188639639 Family Reunion Sep 25 2015 Sep 27 2015 | | Bill ID: Bill Date: Payment Due Date: Payment Due: | 188639721 Sep 09 2015 Sep 23 2015 \$1,321.85 | | | |
| | 5 | Event Charges sale Date Sep 09 2015 Sep 09 2015 Sep 09 2015 | POS Sale # 3-1789507 3-1789508 3-1789525 | Description 10 Shate Rental btr 5.5% 2 Theatre Family 4-Pack 2.00 Catering - not buffet - taxable Taxes TOTAL Event Charges | Invoice #: | 188639639 | Amount \$30.00 \$40.00 \$150.00 \$8.25 \$228.25 | | |
| | 5 F C | Reservation and Charge Reservation # Site #(Name): Primary Occupant: Check-Out: RESERVATION FEES | s 2-23884038 001 STD-001 STD Alderman, Easton | | Invoice #: Arrival Date: Departure Date: # Days/Nights: Reservation Status: Order Status: | 188639645 Sep 25 2015 Sep 27 2015 2 Pre Arnval Active | | | |
| | | Fransaction Date | Description | | | | Amount | | |
| | | Sep 09 2015 | Use Fee Transaction Fee, Res Taxes | ervation Sub-total Reservation Fees For | Reservation # 2-23884 | 038 | \$240.00 \$7.00 \$25.94 \$272.94 | | |
| | 119 | Sale Date | POS Sale # | Description | | | Amount | | |
| | | Sep 09 2015 | 3-1789506 | 5 Fish - Dupl Permit | | | \$30.00 | | |
| | | | | Sub-total Charges for Reservat | | | \$30.00 | | |
| | | | | TOTAL for Reservation # 2-238 | 84038 | | \$302.94 | | |

Figure 154 - Updated Corporate Bill showing POS transaction moved from Event to Reservation



| RTM # | Payment and Credit Card Processing | Yes | Customization Required | No | Alternate |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|----|-----------|
| RTM-10 | Bidder should describe, and provide screen shots of, their accounts payable (AP) transactions and statements, and | \ | | | |
| | their process for the creation of a voucher or issuing a refund for a remaining credit on an account after a stay. | 1 | | | |

Bidder Response:

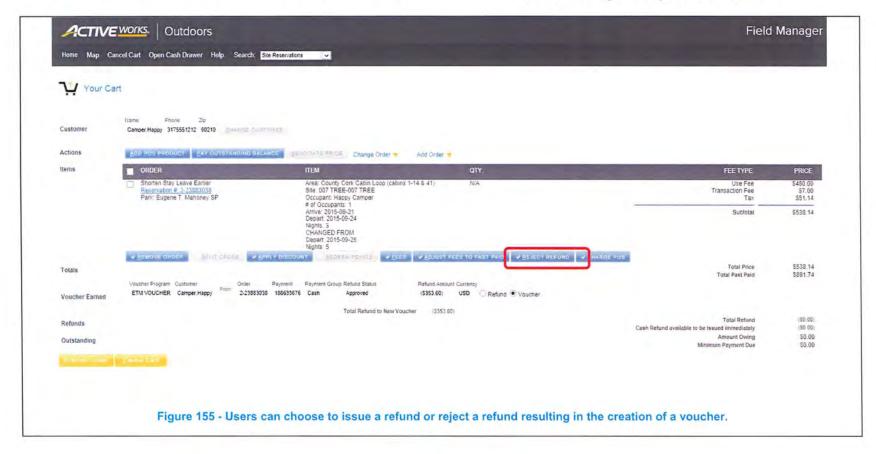
In use by NGPC today, the ACTIVE Works Outdoors Accounts Payable function enables authorized staff to review, approve and issue refunds based on the specific configuration established during the initial go-live on the AWO system.

Business rules and security roles relating to the creation and issuance/rejection of refunds based on detailed analysis and discussion. For example, credit card refunds can be configured to be returned back to the initial credit card used while cash or check refunds can be issued by check. The specific individuals able to create, reject, approve, and issue refunds are defined by the specific security role of each.

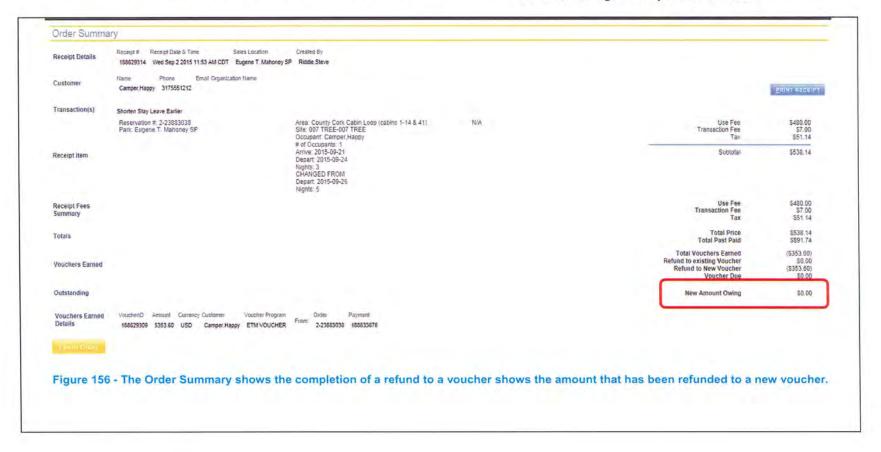
Figure 155 through Figure 159 below shows the process of issuing a refund or rejecting a refund with the resulting creation of a voucher and the use of a voucher as payment for a subsequent transaction.

A pending refund report can be used to investigate the refund circumstances as the first step of the approval process. An approved refund report can provide the issuing department the details of the refunds to be issued. An issued refund report provides the details of all refunds issued within the parameters selected for the report.

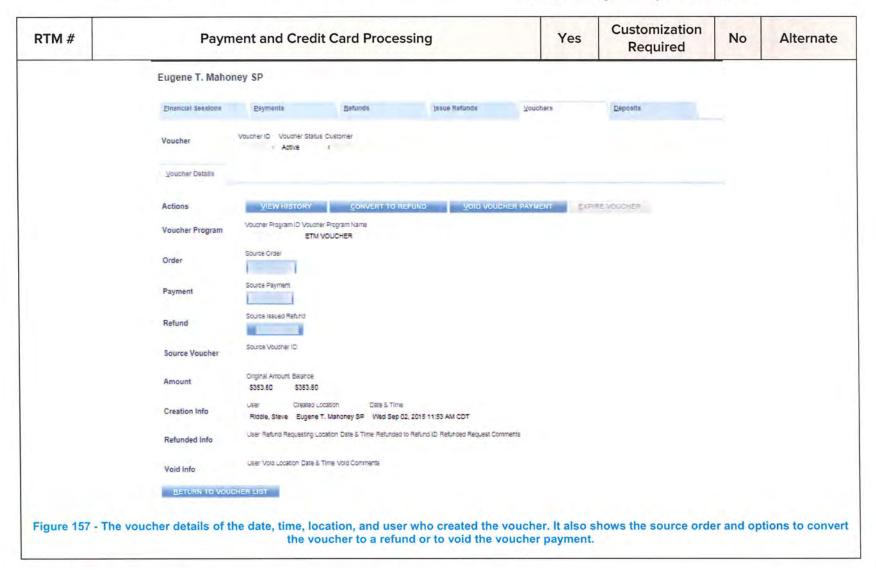




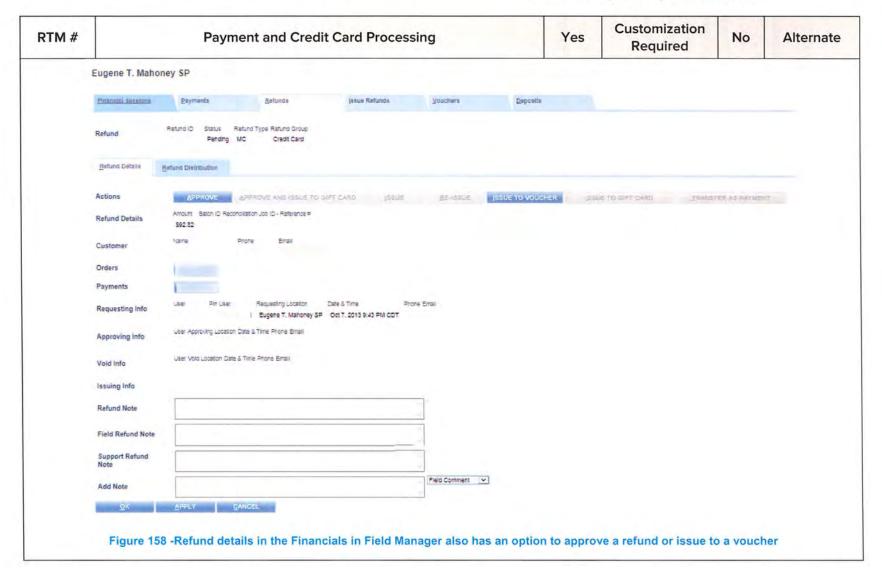














| RTM | # | | | | Paym | ent and | Credi | t Card P | Processin | g | | Yes | 5 | stomizati Required | No | Alterna | ate |
|-----------------------------------------------|-----------------------------|-----------|-----------|------|------|----------------------------|--------------------|---------------------|-----------------------|-------------------|--------|-------------------|-------------------|-----------------------|--------------------|--------------|-----|
| Location: SP/ Refund Paym Report by: Co | SE/Eugene T. nent Type: All | . Mahoney | SP | | | | | | | | | Run Date and Tim | e. Sep 02 2015 12 | .03.36 PM CDT | | | |
| Issued Date | Refund ID | Define | Order No. | | | PMT Collection Location | Requesting Date | Request Location | Approving Location | Issuing Location | ParkID | Park Location | Refund Details | Customer | Field Refund Notes | Refund Notes | |
| 09/02/2015 Report Total Jumber of F | \$ 353.60 | \$ 353,60 | | VCHR | CASH | ETM Ice Cream | 09/02/2015 | ETM Ice Cream | ETM Ice Cream | Eugene T. Mahoney | 230273 | Eugene T. Mahoney | | Camper, Happy | ,* | | |



| RTM # | Reports and Statements | Yes | Customization Required | No | Alternate |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|----|-----------|
| RTM-11 | Bidder should describe their ability to provide reports (see detail in Appendix C), to include: • online availability and on screen manipulation, | ✓ | | | |
| | acceptance and use of date and location parameters, | \ | | | |
| | ad hoc reporting capability, | \ | | | |
| | sorting, | √ | | | |
| | • exporting, | √ | | | |
| | accounting/revenue breakdown, and | / | | | |
| | properly formatted printing. | V | | | |
| | Bidder should provide samples that show the formats of the following major reports (at minimum): Daily Arrival Report Departure Report Credit Card Payment Detail Park Revenue Report | 1 | | | |
| | | | | | |



| RTM # | Reports and Statements | Yes | Customization Required | No | Alternate |
|-------|----------------------------------------------------|-----|---------------------------|----|-----------|
| | Financial Session Detail | | | | |
| | Group Functions Summary Report | | | | |
| | Group Functions History Report | | | | |

Bidder Response:

In use by NGPC today, the ACTIVE Works Outdoors easy-to-use Resource Manager reporting interface includes more than 150 standard reports available for managing and monitoring reservations and POS activity. Resource Manager allows for scheduled "standard" or ondemand statistics, activity, general system utilization, and detailed financial reports.

The AWO reporting engine includes the following:

- Reports that fulfill specific information needs and are parameterized accordingly.
- Reporting parameters include but are not limited to: date, date range, week ending date, agency, region, facility, loop, site type, group and sort by, status (reservation/registration, payment, and refund), distribution coverage, and payment groups, as well as a wide range of parameters particular to a specific report.
- Organizational Scope: access to information filtered by user location within the organizational hierarchy.
- Report Distribution: instant, emailed, faxed, scheduled, to self, or other individual, mass distribution for specified daily reports.
- Report Scheduling Engine: a specific query containing customized parameter selection may be saved by any user with appropriate user permissions for automated/scheduled distribution to a defined recipient group based on a customized report delivery schedule.
- Format: variable form reports available by request in pdf, xls and dynamic html (dhtml) formats.
- Breadth of Reporting: financial, utilization, demographic, distribution, trend reporting, consumer marketing info (within appropriate privacy laws), etc. The current reporting suite consists of more than 150 report templates enabling customized, parameter-driven reports that cover the full range of predicable reporting needs for NGPC, based on our intensive first-hand knowledge of real-world reporting requirements across more than 33 similar agencies and jurisdictions.
- The full guide containing detailed data field descriptions and report logic explanations is available from the Launch Pad when NGPC users log in to AWO.



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

| RTM # Reports and Statements Yes | Customization Required | No | Alternate |
|----------------------------------|---------------------------|----|-----------|
|----------------------------------|---------------------------|----|-----------|

ACTIVE Works Outdoors contains a number of existing reports that are listed in Appendix A.

Our pre-defined reports can be both governed by the user roles that NGPC have set up in the system, and can report on any layer of your park operations based user permission levels that we create for you. Specific reports can be assigned to individual role so that, for example, central office accounting staff have access to system wide or regional revenue reports, while seasonal field staff can access only operational reports such as the Daily Arrival Report. The assignment of reports can be easily modified to address your changing needs.

ACTIVE's current reports are designed to fulfill specific information needs and parameterized accordingly based on these needs. Reporting parameters include but are not limited to: date, date range, week ending date, agency, region, facility, loop, site type, group and sort by, status (reservation/registration, payment, and refund), distribution coverage, and payment groups etc. Additionally, some of the Report(s) like Transaction Detail Revenue Report allows user to select specific data fields (corresponding to optional data column(s)) to be displayed in the customized Report. This parameterization allows staff with minimal experience or training to be able to run the reports they need.

Online Availability and On-Screen Manipulation

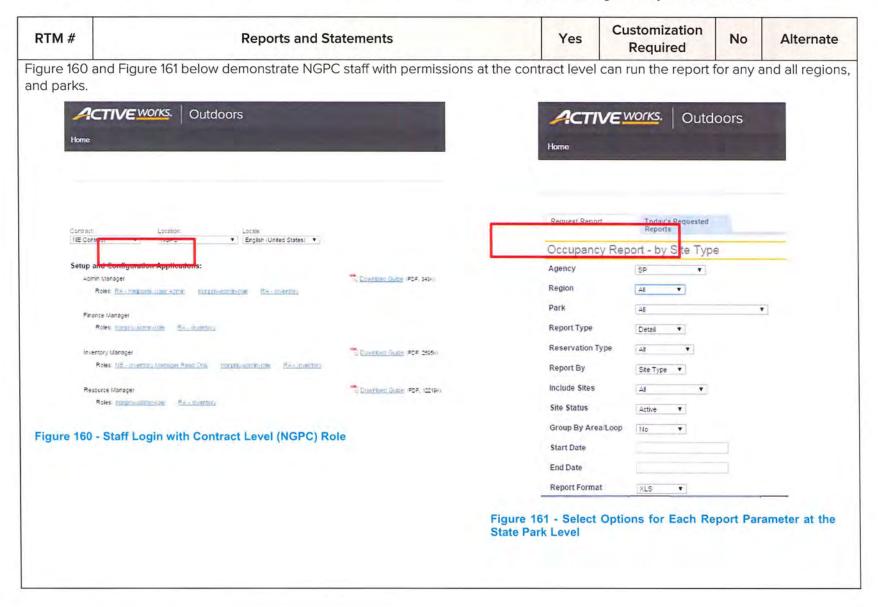
ACTIVE Works Outdoors reports are available to be emailed or viewed on-line. Regardless of the delivery method any report in DHTML or .xls formats can be modified. Changing the column sort order, hiding or removing columns and subtotaling are simple to perform.

Once manipulated reports can be printed, saved, or exported.

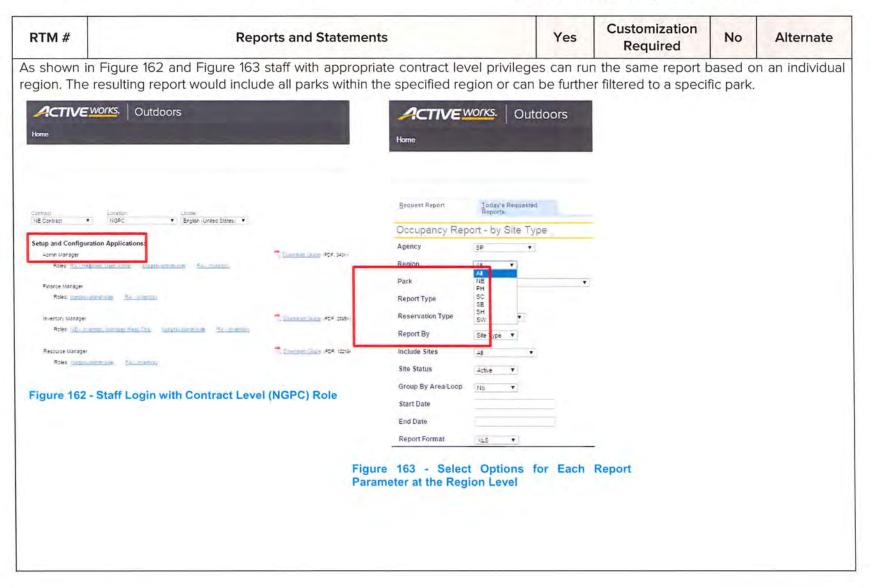
Date and Location Parameters

As shown below the parameters to run a single report vary based upon the role and location of the individual logged in. Date options include order date, arrival date and in some instances stay date which includes all transactions that overlap (arrive, depart or are in the park) the specific dates identified in the report selection criteria.

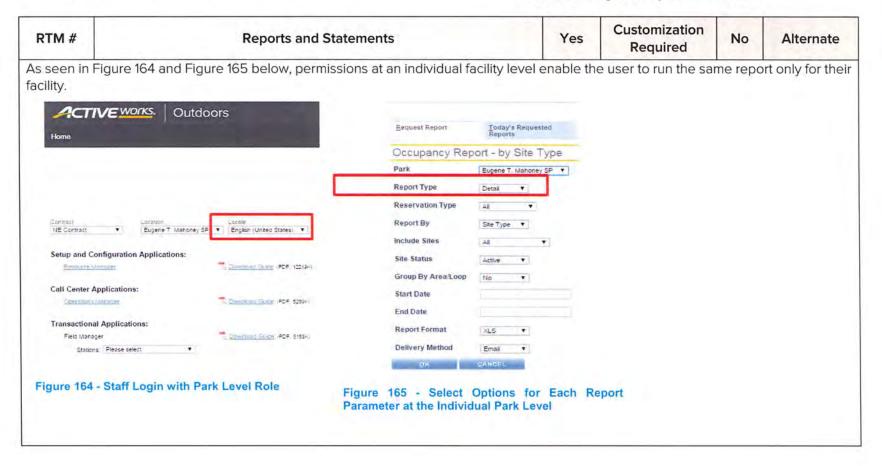














RTM # Reports and Statements Yes Customization Required No Alternate

As well, as shown in Figure 166 reports can be automatically scheduled for your convenience. The powerful AWO scheduling and Resource Manager.

As well, as snown in Figure 166 reports can be automatically scheduled for your convenience. The powerful AWO scheduling and distribution options allow for single instance, multiple instances for a defined period or no end time by various delivery methods. Reports can be distributed to one or a number of individuals based on the specific report required. For example, the Park Revenue report can be scheduled to be emailed to the Park Manager at each park every morning for the prior day, the same report across all facilities can be sent to headquarters staff on the same or a different frequency.

Ad Hoc Reporting

In the AWO Hosted Reporting Solution, authorized users can define reports using different layouts, including tables and graphs. Once a user has defined their own ad hoc report, they can save it for future use, print it, or export the data. The export procedure can be direct export, batch downloads, or on-demand reports that can be exported as Microsoft Excel files. Saving a report layout allows the user to generate this report at any time in the future with data for a different time period and/or location hierarchy if desired. Access to each ad hoc Data Services report is based on user permissions.

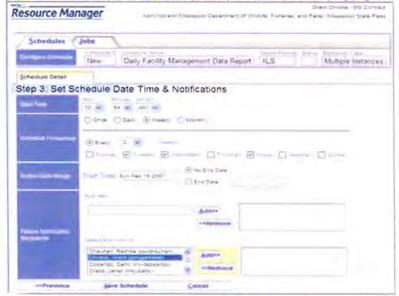


Figure 166 - Report Scheduling Options

Sorting/Exporting

All reports available in DHTML and xls formats can be viewed on-line or emailed providing the opportunity for users to sort based on different column headings. Additionally, these reports can be exported for inclusion in other applications.

Accounting/Revenue Breakdown

Revenue reports provide accounting and revenue information based on the Chart of Account values configured during implementation. For NGPC, this mapping of accounts to specific revenue types (reservations by site type, point of sale, etc.) has already been completed thus reducing the risk involved with the implementation of a new solution.



| RTM # Reports and Statements | Yes | Customization Required | No | Alternate |
|------------------------------|-----|---------------------------|----|-----------|
|------------------------------|-----|---------------------------|----|-----------|

Revenue reports within ACTIVE Works Outdoors are available at the summary and detail level and can be generated based on any level in the location hierarchy, across all facilities, by region or for a specific park.

Printing

All AWO reports can be printed. The specific report parameters are printed at the top of each report. Almost all ACTIVE Works reports are available in Excel or DHTML format. A few specific reports are available in .pdf format. All PDF reports are formatted to print on standard 8 ½ by 11 paper. The reports available in Excel format can be manipulated by the end user to be printed on their desired paper size.

The subject line of the emailed reports includes the name of the report, and the start date for the data contained within the report. The date of the email is the run date for the report.

Report Formats and Samples

Daily Arrival Report

This reports provides information about the reservation activity for sites and the details of the reservations scheduled for arrival within a fifteen-day period (beginning one day before the specified start date) It also provides details of the canceled reservations with arrival dates within the specified timeframe.

As seen in Figure 167 the Daily Arrival Report is available in DHTML and also in .pdf format.

A sample Daily Arrival Report is provided in Figure 168 below:

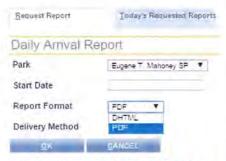


Figure 167 - Daily Arrival Report Available Formats DHTML and .pdf



| RTM # | Reports | and Statement | | | Yes | Customization Required | No | Alternate |
|-------|-----------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------|-------------------|----------------|---------------------------|----|-----------|
| | Location: Branc Start Date: 08/14/ Site Rese Field Loop: AREA Site Fri Site Aug 14 TENT | 2015 End Date: 08/27/2015 rvation # Arrival Dep | Cancel No Show Date Cance | | hone Additions | al Information | | |
| | TENT100 | A D A A A D A | ss> D A | D | | | | |
| | TENT103 DA TENT104 A TENT105 A | DA D DA D | A | A D | | | | |
| | TENT106 A TENT107 TENT108 A | D A D | A | D | | | | |
| | Site Reserva | | | e Cust Name/Phone | | ional Information | | |
| | TENT100 2-39514 TENT100 2-39609 | | | _ | 2 | | | |
| | TENT100 2-3982 | | | _ | 2 | | | |
| | TENT101 2-3951 | 4065 08/15/2015 08/16/ | 015 CHKO \$0.00 | _ | 1 | | | |
| | TENT102 2-3951 | 4050 08/15/2015 08/16/ | 015 CHKO \$0.00 | _ | 3 | - | | |
| | TENT103 2-3927 | 7049 08/13/2015 08/14/ | 2015 CHKO \$0.00 | | 6 | | | |
| | TENT103 2-3950 | 8544 08/14/2015 08/15/ | 2015 CHKO \$0.00 | | 1 | | | |
| | TENT103 2-3951 | | | _ | 2 | | | |
| | TENT103 2-3982 | | | | 2 | | | |
| | TENT104 2-3950 | | | _ | 4 | | | |
| | TENT104 2-3951 | 4052 08/15/2015 08/16 | 2015 CHKO \$0.00 | | 4 | | | |



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

Departure Report (AWO Campers Report Outgoing)

This report provides information about the campers that are entering (incoming), leaving (outgoing), currently onsite (on-site) or are no longer staying at the park (cancelled).

As seen in Figure 169 the Campers Report Outgoing is available in DHTML and also in .pdf format.

A sample Campers Report Outgoing is provided in Figure 170 below.

| Campers Rep | 311 |
|-----------------|------------------|
| Start Date | Sun Aug 30 2015 |
| Report Subtype | Outgoing ▼ |
| Sort Order | Loop then Site ▼ |
| Report Format | PDF ▼ |
| Delivery Method | POF |
| - DK | CANCEL |



| RTM # | R | eports ar | nd State | ements | | | | Yes | s | Customization Required | No | Alternate |
|-------|-----------------------------------|-------------------------------|------------|--------------|-------------------|----------|----------------------|----------------|-----------|---------------------------|----|-----------|
| | Location Type: Ou Date: 08/ | | k SRA | S-003) | | Run | Date and Time: | Aug 28 20 | 015 10:10 | 00 AM CDT | | |
| | Field Loc | p: AREA 11 Res# | Arrive | Depart | Res | Bal Due | Cust Name / | # of | Equip | Additional | | |
| | | 4 2-39826551 pp: AREA 2 (H | | | Status CHK OUT | \$0.00 | Phone | People 8 | | Information | | |
| | Site | Res# | Arrive | Depart | Res Status | Bal Due | Cust Name / Phone | # of People | Equip | Additional Information | | |
| | 030 | 2-39274543 | | 08/24/2015 | CHK OU | T \$0.00 | | 6 | | | | |
| | Site | Res# | Arrive | Depart | Res Status | Bal Due | Cust Name / Phone | # of People | Equip | Additional Information | | |
| | 043 | 2-30205039 | 08/21/2015 | 08/24/2015 | CHK OU | T \$0.00 | | 3 | Trailer | | | |
| | 084 | 2-39866544 | 08/23/2018 | 5 08/24/2015 | CHK OU | T \$0.00 | | 2 | | | | |
| | 099 | 2-39866545 | | | | | | 2 | | | | |
| | 103 | 2-39866546 | | | | | | 2 | | | | |
| | 104 | 2-39825050 2-39391046 | | | | | | 5 | Tent | | | |
| | | Figure 170 | -Depar | ture Rep | ort/AW | O Camp | ers Report (| Dutgoir | ng Sar | nple | | |



| RTM # | Reports and Statements | Yes | 2.51 | tomization Required | No | Alternate |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|----------------------------------------------------------------------------------------------------------------------------------|------|------------|
| The Credit Carefunds that payments and As seen in Fiformat. | Payment Detail (AWO Credit Card Batch Detail Report) rd Batch Detail Report provides detailed information on the credit card were processed during the specific period of the report to assist will refunds, and with preparing deposits. gure 171 the Credit Card Batch Detail Report is available in DHTML are not report is provided in Figure 172 below: | th recon | s and ciling | Request Report Credit Card E Batch Number Batch Status Distribution Include Exceptions Start Date End Date Report Format | Repo | ail Report |
| | | | | Delivery Method Figure 171 – C Report Availab | | |



Run Date and Time: Aug 28 2015 10:19:40 AM CDT

Nebraska Game and Parks Commission

Credit Card Batch Detail Report (FIN-DEP-010)

Contract: NGPC

Start Date: 08/24/2015

Status: All

End Date: 08/25/2015 Distribution: ALL

Include Exceptions: No

| Batch # | Batch Date | Payment / Refund ID | Trans Date | Trans Type | Status | Card Holder | Card Number | Card Type | Auth ID | Amount |
|---------|------------|------------------------|----------------------------|---------------|----------|-------------|-------------|--------------|---------|------------|
| | 08/24/2015 | | 08/23/2015 03.04.32 AM CDT | Payment | Received | | | VISA | - | \$18.94 |
| | 08/24/2015 | | 08/23/2015 07.30.37 AM CDT | Payment | Received | | | VISA | | \$261.89 |
| | 08/24/2015 | | 08/23/2015 07.53.55 AM CDT | Payment | Received | | | VISA | | \$36.00 |
| | 08/24/2015 | | 08/23/2015 07.55.20 AM CDT | Payment | Received | | | MC | | \$18.00 |
| | 08/24/2015 | | 08/23/2015 07.57.10 AM CDT | Payment | Received | | | VISA | | \$18.00 |
| | 08/24/2015 | | 08/23/2015 07.59.41 AM CDT | Refund | Issued | | | MC | | (\$255.00) |
| | 08/24/2015 | | 08/23/2015 08.00.43 AM CDT | Payment | Received | | | VISA | | \$5.00 |
| | 08/24/2015 | | 08/23/2015 08.09.55 AM CDT | Refund | Issued | | 4 | VISA | | (\$7.00) |
| | 08/24/2015 | | 08/23/2015 08.10.22 AM CDT | Payment | Received | | | VISA | | \$36.00 |
| | 08/24/2015 | | 08/23/2015 08.10.30 AM CDT | Payment | Received | | | VISA | | \$287.74 |
| | 08/24/2015 | | 08/23/2015 08.13.03 AM CDT | Payment | Received | | | VISA | | \$36.00 |
| | 08/24/2015 | | 08/23/2015 08.17.08 AM CDT | Payment | Received | | | VISA | | \$322.67 |
| | 08/24/2015 | | 08/23/2015 08.19.04 AM CDT | Payment | Received | | | VISA | | \$72.00 |
| | 08/24/2015 | | 08/23/2015 08.21.39 AM CDT | Payment | Received | | | VISA | | \$14.02 |
| | 08/24/2015 | | 08/23/2015 08.27.12 AM CDT | Payment | Received | | | VISA | | \$40.09 |
| | 08/24/2015 | | 08/23/2015 08.27.28 AM CDT | Payment | Received | | | VISA | | \$51.74 |
| | 08/24/2015 | | 08/23/2015 08.42.27 AM CDT | Payment | Received | | | VISA | | \$5.00 |
| | 08/24/2015 | | 08/23/2015 08.44.22 AM CDT | Payment | Received | | | VISA | | \$45.00 |
| | 08/24/2015 | | 08/23/2015 08.47.20 AM CDT | Payment | Received | | | VISA | | \$36.00 |
| | 08/24/2015 | | 08/23/2015 08.48.04 AM CDT | Payment | Received | | | MC | | \$5.00 |
| | 08/24/2015 | | 08/23/2015 08.48.06 AM CDT | Payment | Received | | | MC | | \$15.30 |

Figure 172 - Credit Card Payment Detail Sample



| RTM # | Reports and Statements | Yes | Customi Requi | | No | Alternate |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|------------------------------------------------------------------|-----------|-----------------------|
| Park Revenu | e Report | | | Request Report | Torda | y's Requested Reports |
| and refunds is account name | mmarizes the payments collected, payments reversed/reallocated duesued during the reporting period by park revenue location, revenue act. It can include payments from non-depositable payment methods fee information. | count, an | d revenue | Park Reven Include Loops Start Date End Date Include Adjustments | ue Report | • |
| As seen in Fig | ure 173 the Park Revenue Report is available in DHTML and also in XLS | S format. | | Show Payment Types | No | • |
| A sample of th | is report is provided in Figure 174 below: | | | Collect Location | Ag | |
| A sample of the | is report is provided in rigure 174 below. | | | RA Fee Account | Exclude | () Y |
| | | | | Include Non- Depositables | Exclude | • |
| | | | | Include Deferred | No | • |
| | | | | Include Park Tot | als No | • |
| | | | | Include Station | Yes | Y |
| | | | | Include Revenue Type | No | • |
| | | | | Include Alternat | e No- | ¥ |
| | | | | Report Format | 843 | • |
| | | | | Delivery Method | XLS | |
| | | | | Report A | | Formats |



A sample of this report is provided in Figure 176 below:

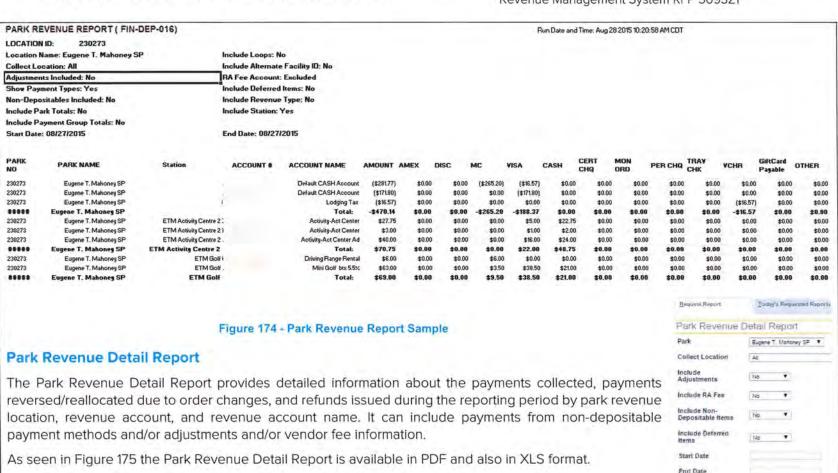


Figure 175 - Park Revenue Detail Report Available Formats DHTML and XLS

Report Format

Delivery Method



| RTI | M # | | Reports and Statements | | | | | | | | | | Yes | 10000 | stomization Required | No | Alternate | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------|---------------|-----------------------------------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----|-----------|--|
| Location: S Collect Location Additional Include Additional Additio | enue Deta SP/SE/Euger cation: All djustments: A Fees: No on-Depositat eferred Item: 08/27/2015 | ne T. Maho No ble Items: N s: No | ney SP | | Paymen | Гаушент | | | | *in | ndicates Flafunc | Rur d ID. ^ indicates Vo | | : Aug 28 2015 10:27 | Session IC | | | |
| חוט | ocation Nan | 200 | Event | Customer Name | t Method VISA | Refund / Voucher / Deposit / Fin | Collect Location ETMLodge Front | | Total Amount | Loop/Area Running Deer Co | Product | Revenue Type | Account # | Account Name | Account Amount (\$13.60) | | | |
| 230273 E 230 | Lugene T, Meitzugene T, Meitzu | nei nei nei nei nei nei nei nei nei nei | | | VISA VISA VISA VISA VISA VISA VISA VISA | - | ETMLodge Front | | \$53.04 (\$16.57) (\$381.23) \$0.00 | World Herald Ro World Herald Ro World Herald Ro World Herald Ro Hunning Deer C. World Herald Ro Hunning Deer C. World Herald Ro World Herald Ro World Herald Ro World Herald Ro Hunning Deer C. Running Deer C. Marger's Willage Running Deer C. | ** 019 SGL | CABIN | | Lodging Tax Sales Tax Sales Tax Sales Tax Sales Tax Sales Tax Sales Tax Cabin TE Cabin TE Cabin TE Cabin TE Cabin TE Cabin Tax Sales Tax | 計画 (| | | |
| | | | | | | | Fig | ure 17 | 6 - Pa | rk Reve | nue De | etail Rep | ort San | nple | | | | |



| RTM # | Reports and Statements | Yes | Customization Required | No | Alternate |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------|--------------------|------------------------------------------|
| Financial Session | Summary Report | | | | |
| payment type withir | on Summary Report summarizes the payment, refunds, and a selected financial session. The report is created for each signature fields for approving the financial session be | either the station | or user level dep | ending c | |
| As seen in Figure 17 | 77 the Financial Session Summary Report is available in I | PDF and also in 1 | XLS Request Report | Taday's Requ | ested Reports |
| format. | | | Financial Session | n Summan | Report |
| A sample of this rep | ort is provided in Figure 178 below: | | Park | Eugené T. Mahor | ey SP ▼ |
| Touring of Line rep | erris promaca in rigare in a coloni. | | Station | (A) | • |
| | | | Start Date | | |
| | | | End Date Status | ip. | |
| | | | Financial Session ID | Select a session x | OR Enter a session in |
| | | | Payment Group | Alt | • |
| | | | Report Format | PDF V | |
| | | | Delivery Method | POF | |
| | | | āκ | CANGEL | |
| | | | Summary F | | ncial Session ailable Format d XLS |



| 1112 | | | | Required | | | | | | | | |
|------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| cial Session | Summary F | Report (F | IN-DEP-004 | 1) | | Run Date and Time: Aug 28 2015 10:29:15 AM CDT | | | | | | |
| n: 230143 Pond | ca SP | | | | Station/User: Pond | a Office | | | | | | |
| on ID: 301090426 | | | | | Fin Session Open I | Date/Time: 08/28/2015 09: | 10:32 | | | | | |
| Open | | | | | | Fin Session Open Date/Time: 08/28/2015 09:10:32 Fin Session Close Date/Time: | | | | | | |
| t Type | # of Payments | # of Refunds | Total Payments | Total Refunds | Change Tendered on Non Cash Dep. | Adjustments | Total On Hand | | | | | |
| EPOSITS | | | | | | | | | | | | |
| | | | 8.0 | | | | | | | | | |
| | 3 | | \$137.50 | | | | \$137.50 | | | | | |
| h Depositable | | | | | | | | | | | | |
| onal Check | 1 | | \$25,00 | | | | \$25.00 | | | | | |
| ANK DEPOSITS | | | | | | | \$162.50 | | | | | |
| AL DEPOSITS | | | | | | | | | | | | |
| ard | | | | | | | | | | | | |
| | 3 | | \$91.00 | F1 | | | \$91.00 | | | | | |
| ENTRAL DEPOSITS | | | | | | | \$91.00 | | | | | |
| eposits | | | | | | | \$253.50 | | | | | |
| | 1 | Date | | Name | | Signature | | | | | | |
| nture 1 | 25 | | | | | | | | | | | |
| sture 2 | | | | | | | | | | | | |
| 1 | Open t Type EPOSITS th Depositable onal Check ALDEPOSITS ALDEPOSITS and ENTRAL DEPOSITS aposits | Open Type # of Payments EPOSITS AL DEPOSITS AL DEPOSITS AL DEPOSITS ALT DEPOSITS | Open t Type # of Payments Refunds EPOSITS 3 h Depositable onal Check 1 NIK DEPOSITS AL DEPOSITS AL DEPOSITS ENTRAL DEPOSITS Eposits Date | Open Type # of Payments Refunds EPOSITS 3 \$137.50 h Depositable onal Check 1 \$25.00 INK DEPOSITS AL DEPOSITS ENTRAL DEPOSITS Eposits Date | Open Type # of Payments Refunds FPOSITS 3 \$137.50 h Depositable onal Check 1 \$25.00 INK DEPOSITS AL DEPOSITS ALDEPOSITS FINAL DEPOSITS FINAL DEPOSITS | Open Fin Session Open D Open Fin Session Open D Fin | Den ID: 301090428 Open Fin Session Open Date/Time: 08/28/2015 09: Fin Session Close Date/Time: 08/28/2015 09 | Discrimination Disc | | | | |



| RTM# | Reports and Statements | Yes | Customization Required | No | Alternate |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------|---------------------------|-----------|
| The Financi processed i the station-l As seen in F | Session Detail Report al Session Detail Report provides details about the payment, refunds, and in a single financial session grouped by payment type. The report is create evel or user-level depending on the financial session type. Figure 179 the Financial Session Detail Report is available in DHTML and Financial session is provided in Figure 180 below: | ed for eit | Start Date End Date Status Status Financial Session ID Payment Group Report Format Delivery Method | All Select a session of O | v v |



| RTM# | | 1 | Reports | and Stateme | nts | | Yes | Customizati Required | | No | Alternate |
|------|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------|------------------------------------------------------------------------------|--------|------------------------------------------------------------------------------|----------|-------------------------|------------|--------------------------------------------------------------------------------------------------|-----------|
| | Financial | Session De | etail Rep | port (FIN-DEP | -005) | | | Run Date and Time: A | ug 28 2015 | 10:29:35 | |
| | | 230143 Ponca | SP | | | Station/User: Por | | Land to to the | | | |
| | Fin Session ID: Status: | Open | | | | Fin Session Open Date/Time: 08/28/2015 09:10:32 Fin Session Close Date/Time: | | | | | |
| | Payment/ Refund ID | Transaction Type | Status | Date/Time | Order# | Custon | ner Name | User Name | Net An | mount | |
| | BANK DEPOSIT | S | | | | | | | | | |
| | Cash | | | | | | | | | | |
| | Casn | Payment | Dennisad | 00/20/2015 00-24 | | 16 | | | | \$20.00 | |
| | | | | | | 1 | į. | | | \$80.00 | |
| | Payment Received 08/28/2015 09:16 | | | | | | | | | \$37.50 | |
| | Change Tendere | Payment Payment ed on Non Cash D | Received | 08/28/2015 09:57 | | | | | | (\$0.00) | |
| | SubTotal Cash | Payment ed on Non Cash D | Received | 08/28/2015 09:57 | | , i | \$ | | _ | | |
| | SubTotal Cash Non Cash Depo | Payment ed on Non Cash D | Received | 08/28/2015 09:57 | | | | | | (\$0.00) | |
| | SubTotal Cash | Payment ed on Non Cash D sitable | Received Depositables | 08/28/2015 09:57 | | GENERAL PU | JBLIC | | | (\$0.00) \$137.50 | |
| | SubTotal Cash Non Cash Depo | Payment ed on Non Cash D sitable Payment | Received Depositables | 08/28/2015 09:57 | | GENERAL PU | /BLIC | | | (\$0.00) | |
| | SubTotal Cash Non Cash Depo Personal Check | Payment ed on Non Cash D sitable Payment nal Check | Received Depositables | 08/28/2015 09:57 | | GENERAL PU | /BLIC | | | (\$0.00) \$137.50 \$25.00 | |
| | Non Cash Depo Personal Check SubTotal Perso | Payment ed on Non Cash D sitable Payment nal Check h Depositable | Received Depositables | 08/28/2015 09:57 | | GENERAL PU | /BLIC | | | \$137.50 \$137.50 \$25.00 \$25.00 | |
| | Non Cash Depo Personal Check SubTotal Perso Total Non Cas | Payment ed on Non Cash D sitable Payment nal Check h Depositable EPOSITS | Received Depositables | 08/28/2015 09:57 | | GENERAL PU | /BLIC | | | \$25.00 \$25.00 \$25.00 | |
| | Non Cash Depo Personal Check SubTotal Perso Total Non Cas Total BANK D CENTRAL DEPo Credit Card | Payment ed on Non Cash D sitable Payment nal Check h Depositable EPOSITS | Received Depositables | 08/28/2015 09:57 | | GENERAL PU | JBLIC | | | \$25.00 \$25.00 \$25.00 | |
| | Non Cash Depo Personal Check SubTotal Perso Total Non Cas Total BANK D CENTRAL DEP | Payment ed on Non Cash D sitable Payment nal Check h Depositable EPOSITS | Received Depositables | 08/28/2015 09:57 | | GENERAL PU | | | | \$25.00 \$25.00 \$25.00 | |
| | Non Cash Depo Personal Check SubTotal Perso Total Non Cas Total BANK D CENTRAL DEPo Credit Card | Payment ed on Non Cash D sitable Payment nal Check h Depositable EPOSITS Payment | Received Received | 08/28/2015 09:57 08/28/2015 09:10 08/28/2015 09:19 | | GENERAL PU | | | | \$25.00 \$25.00 \$25.00 \$25.00 \$162.50 | |
| | Non Cash Depo Personal Check SubTotal Perso Total Non Cas Total BANK D CENTRAL DEPo Credit Card | Payment ed on Non Cash D sitable Payment nal Check h Depositable EPOSITS Payment Payment | Received Received Received Received | 08/28/2015 09:57 08/28/2015 09:10 08/28/2015 09:19 08/28/2015 09:16 | | GENERAL PU | | | | \$25.00 \$25.00 \$25.00 \$25.00 \$162.50 \$13.00 \$38.00 | |
| | Non Cash Depo Personal Check SubTotal Perso Total Non Cas Total BANK D CENTRAL DEP Credit Card Visa | Payment ed on Non Cash D sitable Payment nal Check h Depositable EPOSITS Payment | Received Received Received Received | 08/28/2015 09:57 08/28/2015 09:10 08/28/2015 09:19 | | GENERAL PU | | | | \$25.00 \$25.00 \$25.00 \$25.00 \$162.50 \$13.00 \$38.00 \$40.00 | |
| | Non Cash Depo Personal Check SubTotal Perso Total Non Cas Total BANK D CENTRAL DEP Credit Card Visa | Payment ed on Non Cash D sitable Payment nal Check h Depositable EPOSITS Payment Payment Payment Payment | Received Received Received Received | 08/28/2015 09:57 08/28/2015 09:10 08/28/2015 09:19 08/28/2015 09:16 | | GENERAL PU | | | | \$25.00 \$25.00 \$25.00 \$25.00 \$162.50 \$13.00 \$38.00 \$40.00 \$91.00 | |
| | Non Cash Depo Personal Check SubTotal Perso Total Non Cas Total BANK D CENTRAL DEP Credit Card Visa | Payment ed on Non Cash D sitable Payment nal Check h Depositable EPOSITS Payment Payment Payment Payment | Received Received Received Received | 08/28/2015 09:57 08/28/2015 09:10 08/28/2015 09:19 08/28/2015 09:16 | | GENERAL PU | | | | \$25.00 \$25.00 \$25.00 \$25.00 \$162.50 \$13.00 \$38.00 \$40.00 | |



| RTM # | Report | s and Statements | | Yes | Customization Required | No | Alternate |
|-----------------------------|-----------------------------------------------------------|------------------------------------------------------|---------------------------------------|-------------------|------------------------------------------------------------------|-----------------------|------------------|
| Froup Func | tions History Report (AWC | D Event Sales Repor | rt) | | Request Report | Today's R | equested Reports |
| he Event Sa | les Report illustrates the sale | es-related information | for events that o | ccurring durin | g Event Sales Re | port | |
| | report period. Sales-related i rued revenues. | nformation includes e | vents, total nights | s, average dai | y Park Start Date | Eugene T. Ma | ahoney SP ▼ |
| s seen in Fig | jure 181 the Financial Session | Detail Report is availa | ble in DHTML an | d PDF formats | . End Date | | |
| sample of t | nis report is provided in Figur | e 182 below. | | | Report Format Delivery Method | XLS Y | |
| | | | | | History Report | Available | e Formats |
| Facility: SF | ales Report (FIN-REV-0 | | | un Date and T | DHTM îme: Aug 28 2015 | L and PD | |
| Facility: SF | / SE / Eugene T. Mahoney SP | | calculated based or | | îme: Aug 28 2015 | 10:31:11 | AM CDT |
| Facility: SF | / SE / Eugene T. Mahoney SP | Date: 10/31/2015 | calculated based or Latest Arrival | | îme: Aug 28 2015 | 10:31:11 Fees are | AM CDT |
| Facility: SF Start Date | 08/28/2015 End D | Pate: 10/31/2015 Accrued Revenue is | | n reservation pri | ime: Aug 28 2015 ce. Taxes and Trans. Avg. Daily Rate | 10:31:11 Fees are Acc | excluded. |
| Facility: SF Start Date: | 0/ SE / Eugene T. Mahoney SP 08/28/2015 End D Event | Pate: 10/31/2015 Accrued Revenue is Earliest Arrival | Latest Arrival | reservation pri | ime: Aug 28 2015 ce. Taxes and Trans. Avg. Daily Rate 8 \$120.00 | 10:31:11 Fees are Acc | excluded. |



| RTM # | Reports and Statements | Yes | Customization Required | No | Alternate |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------|----|-----------|
| RTM-12 | Bidder should describe their ability to provide, and timing of, invoices and billing statements. Bidder should provide samples of formatted invoices and statements. | 1 | | | |

Bidder Response:

As NGPC's current partner, we have a proven method for reliably providing invoices and supporting documentation on the frequency determined in collaboration with authorized staff. Invoices are currently provided on a monthly basis and include the fees for transactions occurring in the previous month. On the first business day of the month, the ACTIVE Works Outdoors Finance Team ensures that all distributions for the previous month have run and completed successfully.

The Invoice is then generated along with the Invoice Remittance Report shown in Figure 183 and the Invoice Detail Report seen in Figure 184 and Figure 185. These reports are reviewed by the Active Finance Team to ensure that the totals on all reports are in balance. The Invoice Remittance report is reviewed and approved by the Director of Client Services. Once it has been approved the invoice reports is emailed or mailed to the client for payment.

Should NGPC wish to modify the current process under the new contract we would welcome the opportunity to discuss at your convenience.



Invoice Remittance Report (FIN-INV-001)

IN ACCOUNT WITH:

Nebraska Game and Parks Commission

PLEASE REMIT PAYMENT TO:

ReserveAmerica Inc.

The Active Network Inc.

Contract ID:

Period Start Date: 07/01/2015

Invoice ID:

Identifying#:

Tax ID:

Period End Date: 07/31/2015

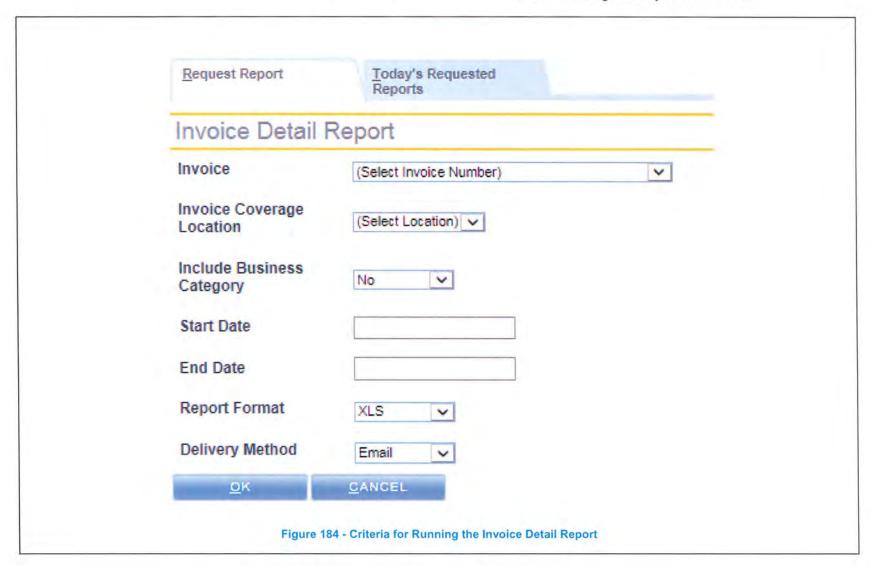
Invoice Date: 08/03/2015

Include Business Category: No

| Sales Channel | Product Category | G - 20 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - | Account | Fee Schd | Schd Price | Adjusted | RA Fee Qty | Amount (USD) | Reference |
|------------------|---------------------|------------------------------------------|---------|----------|------------|----------|------------|-----------------|-----------|
| Call Center | Site | Cancellation | 7000 | | \$4.00 | | 7 | \$28.00 | |
| Call Center | Site | Cancellation | | , | \$4.00 | | 84 | \$336.00 | |
| Call Center | Site | Cancellation | | | \$4.00 | | 3 | \$12.00 | |
| Call Center | Site | Cancellation | | | \$4.00 | | 1 | \$4.00 | |
| Call Center | Site | Cancellation | | | \$4.00 | | 2 | \$8.00 | |
| Call Center | Site | Reservation | | | \$3.75 | | 136 | \$510.00 | |
| Call Center | Site | Reservation | | | \$3.75 | | 2 | \$7.50 | |
| Call Center | Site | Reservation | | | \$3.75 | | 15 | \$56.25 | |
| Call Center | Site | Reservation | | , | \$3.75 | | 3 | \$11.25 | |
| Call Center | Site | Reservation | | | \$3.75 | | 18 | \$67.50 | |
| Call Center | Site | Reservation | | | \$3.75 | | 366 | \$1,372.50 | |
| Call Center | Site | Reservation | | | \$3.75 | | 62 | \$232.50 | |
| Call Center | Site | Reservation | | , | \$3.75 | | 2 | \$7.50 | |
| | | | | | | | | | |

Figure 183 - Sample Invoice Remittance Report







State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

| ocation: NGPC eriod Start Date: woice ID: | Invoice Date: | | | | | | | | | | | | | | | |
|-------------------------------------------------|---------------|----------------------------|----------------------------|--------------------|----------------------|---------|----------|----------|---------------------|--------------------------------------------|--------|---------------------|-------------------------|------------------|---------|--------------------------|
| oclude Business C | ategory: No | - | | - | | | | | - | | | , | | | _ | |
| Agency | Region | Park | Sales Channel | Product Categor | Transaction Group | Account | Order 0 | Customer | Transaction Type | Transaction Occurrence | RA Fee | Schedul ed Price | d RA Fee Price Quantity | RA Fee Amount | Adjuste | RA Fee Priced Date |
| P | NE | Fremont SRA | | Site | Cancellation : | | - | | Cancellation | Prior to Min Window | | \$4,00 | 1 | \$4.00 | N | 07/20/2015 |
| P | NE | Fremont SRA | Call Center | Site | Cancellation : | | | | Cancellation | Within Min Window before Arri | | \$4.00 | 1 | \$4.00 | N | 07/13/2015 |
| P | NE | Fremont SRA | | Site | Cancellation : | | | | Cancellation | Within 7 Days before Arrival D: | | \$4.00 | 1 | \$4.00 | N | 07/22/2015 |
| P | NE | Fremont SRA | | Site | Cancellation | | | | | Prior to Min Window | | \$4.00 | 1 | \$4.00 | N | 07/15/2015 |
| P | NE | Fremont SRA | Call Center | Site | Cancellation | | | | | Cancellation Total: | | | 4 | \$16,00 | | |
| P | NE | Fremont SRA | Call Center | Site | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | N | 07/02/2015 |
| P | NE | Fremont SRA | Call Center | Site | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | N | 07/06/2015 |
| P | NE | Fremont SRA | Call Center | Site | Reservation | | | | Reservation. | Within 7 Days before Arrival D." | | \$3.75 | 1 | \$3.75 | N | 07/07/2015 |
| P | NE | Fremont SRA | Call Center | Site | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | N | 07/07/2015 |
| P | NE | Fremont SRA | | Site | Reservation | | | | Reservation | Within 7 Days before Arrival D. | | \$3.75 | 1 | \$3.75 | | 07/08/2015 |
| P | NE | Fremont SRA | Call Center | Site | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | | 07/14/2015 |
| P | NE | Fremont SRA | Call Center | | Reservation | | | | Reservation | Within 7 Days before Arrival Da | 1.1 | \$3.75 | . 1 | \$3.75 | | 07/14/2015 |
| P | NE | Fremont SRA | Call Center | | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | | 07/16/2015 |
| P | NE | Fremont SRA | Call Center | | Reservation | | | | | Prior to Min Window | | \$3.75 | 1 | \$3.75 | | 07/17/2015 |
| P | NE | Fremont SRA | | Site | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | | 07/20/2015 |
| P | NE | Fremont SRA | Call Center | | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | | 07/20/2015 |
| P | NE | Fremont SRA | Call Center | Site | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | N | 07/20/2015 |
| P | NE | Fremont SRA | Call Center | Site | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | N | 07/27/2015 |
| P | NE | Fremont SRA | Call Center | Site | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | N | 07/27/2015 |
| iP . | NE | Fremont SRA | Call Center | Site | Reservation | | | | Reservation | Within 7 Days before Arrival Da | | \$3.75 | 1 | \$3.75 | N | 07/27/2015 |
| SP . | NE | Fremont SRA | Call Center | Site | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | N | 07/29/2015 |
| SP . | NE | Fremont SRA | Call Center | Site | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | N | 07/29/2015 |
| SP | NE | Fremont SRA | Call Center | Site | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | N | 07/30/2015 |
| SP. | NE | Fremont SRA | Call Center | Site | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | 1 | \$3.75 | N | 07/30/2015 |
| SP | NE. | Fremont SRA | Call Center | Site | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | | \$3.75 | | 07/31/2015 |
| SP. | NE | Fremont SRA | Call Center | | Reservation | | | | Reservation | Prior to Min Window | | \$3,75 | | \$3.75 | | 07/06/2015 |
| SP. | NE | Fremont SRA | Call Center | | Reservation | | | | Reservation | Prior to Min Window | | \$3.75 | | \$3.75 | | 07/15/2015 |
| SP | NE | Fremont SRA | Call Center | | Reservation | | | | 42.00.00 | Reservation Total: | | 777-2 | 22 | \$82.50 | | ALCONTA . |
| SP. | NE | Fremont SRA | Call Center | | Transfer | | | | | Within Min Window before Arri | | \$4.00 | | \$4.00 | | 07/08/2015 |
| SP | NE | Fremont SRA | Call Center | | Transfer | | | | | Prior to Min Window | - | \$4.00 | | \$4.00 | | 07/08/2015 |
| SP | NE | Fremont SRA | Call Center | | Transfer | | | | | Prior to Min Window | | \$4.00 | | \$4.00 | | 07/20/2015 |
| SP SP | NE | Fremont SRA | Call Cervies | | Transfer | 2 | | | | Prior to Min Window | - | \$4.00 | | \$4,00 | | 07/06/2015 |
| 5P | NE | Fremont SRA | Call Center | | Transfer | | | | | Prior to Min Window | r | \$4.00 \$4.00 | | \$4.00 | | 07/06/2015 |
| SP SP | NE NE | Fremont SRA Fremont SRA | Call Center Call Center | | Transfer Transfer | | | | | Prior to Min Window Prior to Min Window | - | \$4.00 | | \$4.00 | | 07/06/2015 |
| SP SP | NE | Fremont SRA | Call Center | | Transfer | : | | | | Within Min Window before Arri | | \$4.00 | | \$4.00 | | 07/07/2015 |
| SP. | NE | Fremont SRA | Call Center | | Transfer | | | | | Prior to Min Window | | \$4.00 | | \$4.00 | | 07/21/2015 |
| SP | NE NE | Fremont SRA | Call Center | | Transfer | 2 | | | | Within Min Window before Arri | | \$4.00 | | \$4.00 | | 07/15/2015 |
| 5P | NE. | Fremont SRA | Call Center | | Transfer | | | | | Prior to Min Window | | \$4.00 | | \$4.0 | | 07/21/2015 |
| SP . | NE. | Fremont SRA | Call Center | | Transfer | | | | | Within Min Window before Arri | 7 | \$4.00 | | \$4.00 | | 07/24/2015 |
| 5P | NE | Fremont SRA | Call Center | | Transfer | | | | | Prior to Min Window | 7 | \$4.00 | | \$4.00 | | 07/28/2015 |
| SP | NE | Fremont SRA | Call Center | | Transfer | | | | | Transfer Total: | | | 13 | \$52.00 | | |
| SP | NE | Fremont SRA | Call Center | | | | | | | Site Total: | | | 39 | \$150.50 | | |
| SP | NE | Fremont SRA | Call Center | | | | | | | Call Center Total: | | | 39 | \$150.50 | | |
| SP | NE | Fremont SRA | Field | Site | Cancellation | | | | Cancellation | Prior to Min Window | | \$4.00 | | \$4.0 | | 07/15/2015 |
| SP . | NE | Fremont SRA | Field | Site | Cancellation | : | | | Cancellation | Day of Arrival on or before 6:0 | 7 | \$4.00 | | \$4.0 | | 07/19/2015 |
| SP | NE | Fremont SRA | Field | Site | Cancellation | | | | Cancellation | Within 7 Days before Arrival D. | | \$4.00 | 1 | \$4.0 | N | 07/13/2015 |
| 5P | NE | Fremont SRA | Field | Site | Cancellation | 1 | | | Cancellation | Within 7 Days before Arrival D. | | \$4.00 | 1 | \$4.0 | N C | 07/08/2015 |
| SP | NE | Fremont SRA | Field | Site | Cancellation | \$ | | | Cancellation | Prior to Min Window | | \$4.00 | 1 | \$4.0 | 0 N | 07/13/2015 |
| SP | NE | Fremont SRA | Field | Site | Cancellation | 2 | | | Cancellation | Within 7 Days before Arrival D | | \$4.00 | 1 | \$4.0 | | 07/28/2015 |
| SP | NE | Fremont SRA | Field | Site | Cancellation | | | | Cancellation | Within 7 Days before Arrival D. | Ĩ. | \$4.00 | 1 | \$4.0 | | 07/30/2015 |
| SP | NE | Fremont SRA | Field | Site | Cancellation | | | | | Cancellation Total: | | | 7 | \$28.00 | | |
| SP | NE | Fremont SRA | Field | Ske | Reservation | \$ | | | Reservation | Within 7 Days before Arrival D. | | \$5.50 | | \$5.5 | | 07/07/2015 |
| SP | NE | Fremont SRA | Field | Site | Reservation | 2 | | | Reservation | Within 7 Days before Arrival D | | \$5,50 | | \$5.5 | | 07/07/2015 |
| SP | NE | Fremont SRA | Field | Site | Reservation | | | | Reservation | Within 7 Days before Arrival D | 1 | \$5.50 | 1 | \$5.5 | 0 N | 07/07/2015 |
| SP | NE. | Fremont SRA | Field | Site | | ure 18 | 5 - Firs | t Page (| | voice Detail Re | | \$5.50 | 1 | \$5.5 | O N | 07/07/2015 |



| | Technical Requirements | | | | |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|---------|-----------|
| | The awarded contractor must meet the technical specifications as de | escribed | in Section IV.F. of t | he RFP. | |
| RTM # | Technical | Yes | Customization Required | No | Alternate |
| RTM-13 | Bidder should describe their Business Continuity and Disaster Recovery Plan, which should include • provision of 2 sites with Tier IV classification, and | | | | 1 |
| | a quarterly test of backup, failover, and disaster recovery procedures. | 1 | | | |

Bidder Response:

AWO runs out of a pair of Tier III Collocation facilities, one primary, and one geographically distant designated as our Disaster Recovery facility. ACTIVE is in the process of upgrading our primary datacenter to a Tier IV facility.

The fully functioning "warm" ("warm" refers to a fail-over capability that requires a brief service interruption) standby system is running. Mirrored 24/7, at a secured disaster recovery site. The Disaster Recover (DR) site provides the same functionality as the production site. Data is replicated in real-time from the production site to the DR site. In the event of a contingency, the DR site can be activated within four hours to resume normal service operations.

All ACTIVE Data Center facilities follow the same strict security and access policies; meeting PCI-DSS compliance standards.

NGPC's Internet customers have access to the system as long as the public internet is running and either our primary or disaster recovery site is operational. Disaster Recovery tests take place after any major infrastructure changes or at least one per year and include cutover of the systems as well as suites of functionality and accessibility tests.

The primary focus of our Contingency Plan revolves around the protection and recovery of AWO functionality. The primary objective of the plan is to establish policies and procedures to be used to restore that functionality in the event of an incident.

All servers and services at both sites are monitored 24 hours a day. Any unplanned downtime is quickly identified and notification and escalation procedures activated.



Preliminary assessment of the incident impact is conducted by the Technology Operations team. Known injuries, extent of damage and disruption to service, and business operations are detailed and communicated to all stakeholders (management team, client support, representatives, etc.) allowing management to make informed decisions regarding subsequent resumption and recovery activities.

System Recovery Procedures

Should an event result in AWO being unavailable for an extended period of time, the DR plan is activated in order to switch over operations to the standby site.

The high level Disaster Recovery Site cutover process is:

- 1. Outage occurs
- 2. Management makes decision as to severity
- 3. If a disaster plan is declared
 - a. A splash/maintenance page is put up for all users
 - b. The DR database is switched from standby to primary mode
 - c. The DR web and app server applications are started
 - d. A sanity test of the entire environment is performed by AW
 - e. The out of service splash page is removed (which lets people in to the app at the DR site)

The failover process takes less than four hours.

Once service has been resumed at the DR site, an assessment of the primary site is conducted to establish corrective action plans. The servers or services that have failed at the primary site are repaired. When the primary site has had all services restored, real-time replication is established from the live database at the standby site back to the production database at the primary site in order to bring the database back in sync with the live data.

Failback procedures mirror the failover procedures:

- A maintenance page is displayed
- The DR application and database are stopped
- Production database is switched from standby mode to primary mode
- The DR database is switched to standby mode and replication enabled



- The production web and applications are started
- A sanity test is performed
- The maintenance page is removed

Failback would be conducted during a scheduled maintenance window.

A complete "hot" network infrastructure exists at the DR site, which means it is always running. The BGP network protocol is used to allow automatic rerouting of network traffic from one site to the other without intervention or delay.

The Disaster Recovery Plan is tested after any major infrastructure changes or at a minimum once per year. The DR site is maintained using the same policy and procedures as the primary production site. New infrastructure in production is mirrored with similar infrastructure at the DR site. The DR plan is refined to incorporate any new infrastructure as part of regular DR testing.

Redundancy Protections

Remote redundancy is provided through real-time replication of the database to our secondary data center. ACTIVE maintains a real-time replication of transactions and all data to the disaster recovery site database. The primary database is also backed up nightly to a DataDomain backup device, which replicates the data to a secondary DataDomain backup device at the disaster recovery site. Sensitive personal information is encrypted in the operational database as well as on the backup devices.

For backups, we classify three different types of data within the application – configuration, logging, and application.

Individual servers that together make up the cluster of servers are not backed up. The operating system can be reinstalled, and configuration data is then pushed down to the server. Rapid deployment procedures allow us to rebuild a server faster than we could restore one. Having many servers clustered together allows individual servers to undergo maintenance without impacting production operations.

The configuration data is stored in a central version control repository and is backed up nightly. The backup is written to a DataDomain (http://www.datadomain.com/) device. The DataDomain device is highly redundant storage that replicates all back up data over a secure network connection to another DataDomain located at our secondary data center facility.

All application and operating system logs are secured using Tripwire (http://www.tripwire.com/). They are copied in real-time to a central logging server, which is also secured using Tripwire. Backups to the DataDomain are then taken from the central logging server.

Application data is stored in the production database. The database is an Oracle database utilizing a fiber channel Storage Area Network (SAN) device for disk space provisioning. Backups are taken locally using Oracle RMAN and are written to local disk before being



transferred along with archive re-do logs and control files to the DataDomain device. Full backups are taken on Sunday and Wednesday nights, and incremental backups are taken all other nights of the week.

The production database is also replicated in real-time to a local standby database cluster at our primary site. In the event of a production database failure (e.g. loss of database disk infrastructure) the application servers would be redirected to the local standby database cluster. In the event of a total production site failure, all operations would failover to our Disaster Recovery site.

All aspects of the infrastructure are built and tested to conform to our standards prior to being provisioned in production. That means that we have confirmed that all redundancy protections have been tested, all logging, monitoring, and backups have been tested and are operational, and all security and vulnerability tests have been conducted and have passed.

Server Logs

All AWO server logs are monitored in real time by Tripwire (http://www.tripwire.com/) as part of our security and auditing policies. This tool performs file integrity monitoring (FIM) to ensure that our file systems and applications are not tampered with.

As described above, all application and operating system logs are secured using Tripwire and copied in real-time to a central logging server which is also secured using Tripwire.

| RTM-14 | Bidder should | 4 | |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|
| | acknowledge that NGPC is, and will remain, the owner of all data maintained on the database, | 7 | |
| | describe their ability and plan to retain data for seven (7) years and maintain its accessibility to NGPC, | ✓ <u> </u> | |
| | describe how Personal Identifying Information (PII) is protected – without compromising bidder's security schema, and | <i>y</i> | |
| | provide a high level data recovery plan emphasizing data and system recovery timeline. | ✓ <u> </u> | |

Bidder Response:



ACTIVE acknowledges that NGPC is and will remain the owner of all data maintained on the database.

PCI DSS Compliance

ACTIVE's systems maintain PCI-Level one compliance and have done so for ten years. This is an important distinction, as many vendors do not have the level of independent security audit detail that ACTIVE has. Many vendors use the self-assessment method of PCI

All ACTIVE Data Center facilities follow strict security and access policies, meeting PCI-DSS compliance standards.

TRUSTe's Privacy Certifications provide cutting-edge consumer protections and establish leading privacy standards. Each certification has Certification Standards applied against a company's online properties (like websites, mobile apps, cloud platforms), customer and employee data management practices, and/or applicable regulatory frameworks (like COPPA).

As seen in Figure 186 TrustWave and TRUSTe certificates are displayed on our payment pages, indicating compliance with both privacy standards and with PCI requirements.

Since inception, Active Works Outdoors has processed over one billion dollars securely, which should give you maximum peace of mind that we are protecting your customers' important financial data.

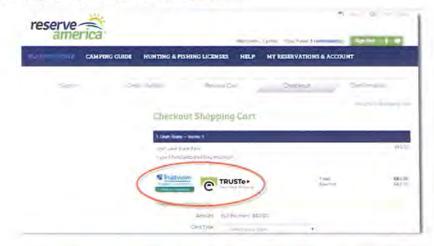


Figure 186: ACTIVE is TrustWave and TRUSTe compliant



PII Security

The following tools and methodologies are employed by the ACTIVE Security Team to maintain and improve the company's security posture:

- Tenable Security Center: This tool is used to drive our Patch and Vulnerability Management Program.
- Nessus Vulnerability Scanners.
- Cisco and Juniper Firewalls: These are used through our entire infrastructure to provide network layer isolation between our various environments.
- Juniper SSL VPN: Used to provide employee remote access, this tool ensures that any system connecting to our networks has
 effectively employed proper Antivirus software, personal firewall software and has up-to-date system patches applied.
- Acunetix: This tool is used by the Application Security Team to perform application level scanning and to drive Internal and External Penetration testing.
- Burp Suite and Web Scarab: Both of these tools are utilized as part of our Penetration testing process.
- Metasploit PRO: Used as an exploitation framework Metasploit PRO allows us to drive our Penetration testing program.
- Secure Code Review: The Application Security Team performs regular code reviews to look for security risks and anomalies.
- Cisco and Snort IPS/IDS: These tools are used to monitor and alert or respond to network traffic anomalies.
- Palo Alto Next Generation Firewalls: These devices augment the traditional firewall capabilities by filtering at layer 7 and allow for enhanced IPS and IDS capability.
- Tripwire: This tool performs file integrity monitoring (FIM) to ensure that our file systems and applications are not tampered with.
- Trustwave ASV: This service is used to perform external vulnerability scanning on our systems as required by PCI.
- Service-Now: This tool is used to drive our Change Management program. Any system, network, or application change that
 occurs is recorded in this system with appropriate approvals built in.
- RSA SecureID: By using RSA SecureID to provide two-factor authentication for remote access, we ensure that access to our sensitive systems is protected appropriately.
- Symantec Antivirus: We use Symantec AV to deploy, monitor, and manage AV control across our organization.
- Syslog-ng, syslogd, and snare: These tools are used to gather logs from various servers and appliances and centralize them.
- NTP: Network Time Protocol is used to synchronize the system and network clocks across the organization. This can be used to
 ensure that all logs can be correlated by time.
- ACTIVEU and ACTIVE Learn: These are internal learning management systems (LMS) used to drive our mandatory security awareness and privacy training for all employees.



We use in-house developed tools to manage Identity and Access Management.

ACTIVE uses several methods to insulate AWO against security breaches. In the case of an actual breach, ACTIVE would promptly notify appropriate NGPC staff. The ACTIVE Network Security Incident Response Team (ANSIRT) handles any Security Incident. This team responds to identified issues, documents the steps take to resolve the issue, and reports the issues internally.

Any incident response follows the industry standard approach of Identification, Assessment, Containment, Eradication, Recovery, and Follow-up. The Containment and Eradication phases typically include short term countermeasures designed to halt the incident and to deal with the immediate threat. The Follow-up phase includes the roll out of any long term or sweeping changes that were deemed necessary through the Incident Response process.

Secure Service and Compliance

ACTIVE has securely processed over a billion dollars of government revenue through AWO.

We undertake an annual PCI-DSS Level 1 reassessment with a council-approved QSA to deliver the required Report on Compliance (ROC) and the Attestation of Compliance (AOC). ACTIVE is committed to AWO security and preserving the PCI and PII data entrusted to us. ACTIVE is currently in, and will maintain in, PCI-DSS Level 1 compliance as verified through independent QSA audits. To be PCI compliant we must ensure stored cardholder data is protected, including creating and following data retention disposal policies, not storing sensitive authentication data such as full contents of track information or three/four digit number printed on the front/back of a credit card, masking credit card information when required, encrypting credit card information. The credit card encryption is complex and requires two independent encryption key custodians to change the keys.

ACTIVE is committed to AWO security, and will preserve the PCI and PII data entrusted to us. Credit card information is encrypted as soon as it is entered into the system, and is unreadable by any staff. Only the banking system is able to decrypt the information in order to handle credit card authorization. The Call Center authorizes credit cards through a private line.

Ensuring data security also includes providing secure facilities for staff, equipment, documents, and data. We approach this from many angles to ensure a safe and secure operation. Our Call and Data Centers are completely self-enclosed, completely secure locations. Access to the production database from both inside our network and physically at the data centers is carefully managed. All sensitive documents are kept under lock and key in secured filing cabinets, and sensitive data, such as credit card information, is encrypted and unreadable by staff.

ACTIVE employees handling sensitive data and payment processing, such as those conducting transactions by phone, are subject to background checks at time of hire. Training includes thorough coverage of all aspects of security, and annual compliance training is



required thereafter. Team Leads closely monitor each newly hired agent after they have completed the initial training process to ensure performance consistently reflects required security measures.

In addition, the user's permission level in AWO establishes the types of data elements that can be viewed and/or changed, and every action is logged to the user who completed it. User information and access is continually monitored and adjusted to ensure consistency with current role(s) and ACTIVE employees who leave the company are immediately identified and access discontinued.

All changes to ACTIVE applications, systems, and infrastructure undergo a full approval process, which includes documentation, tracking, and back-out/contingency planning. Changes are required to be tested and approved by Information Security and a Change Advisory Board prior to production deployment.

Redundancy Protections

Remote redundancy is provided through real-time replication of the database to our secondary data center. ACTIVE maintains a real-time replication of transactions and all data to the disaster recovery site database. The primary database is also backed up nightly to a DataDomain backup device, which replicates the data to a secondary DataDomain backup device at the disaster recovery site. Sensitive personal information is encrypted in the operational database as well as on the backup devices.

For backups, we classify three different types of data within the application - configuration, logging, and application.

Individual servers that together make up the cluster of servers are not backed up. The operating system can be reinstalled, and configuration data is then pushed down to the server. Rapid deployment procedures allow us to rebuild a server faster than we could restore one. Having many servers clustered together allows individual servers to undergo maintenance without impacting production operations.

The configuration data is stored in a central version control repository and is backed up nightly. The backup is written to a DataDomain (http://www.datadomain.com/) device. The DataDomain device is highly redundant storage that replicates all back up data over a secure network connection to another DataDomain located at our secondary data center facility.

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Application data is stored in the production database. The database is an Oracle database utilizing a fiber channel Storage Area Network (SAN) device for disk space provisioning. Backups are taken locally using Oracle RMAN and are written to local disk before being transferred along with archive re-do logs and control files to the DataDomain device. Full backups are taken on Sunday and Wednesday nights, and incremental backups are taken all other nights of the week.



The production database is also replicated in real-time to a local standby database cluster at our primary site. In the event of a production database failure (e.g. loss of database disk infrastructure) the application servers would be redirected to the local standby database cluster. In the event of a total production site failure, all operations would failover to our Disaster Recovery site.

All aspects of the infrastructure are built and tested to conform to our standards prior to being provisioned in production. That means that we have confirmed that all redundancy protections have been tested, all logging, monitoring, and backups have been tested and are operational, and all security and vulnerability tests have been conducted and have passed.

| RTM-15 | Bidder should describe their data storage, replication, and backup services, which | 1 |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| | must be located in the United States and | |
| | should use leading technologies, to include a high-speed SAN fabric, SFTP server, and at least monthly backup of all databases. | |

Bidder Response:

Thanks to the fault tolerance, load distribution, failover, and redundancy measures, backup power, communications bandwidth, and other elements of our approach to business continuity and application development and testing, ACTIVE has been highly successful in protecting our client's AWO projects. Over the last two years, ACTIVE has maintained a 99.995% uptime.

AWO is hosted in the United States in enterprise grade hosting facilities so you never have to worry about data maintenance, security of information, continuity of service, or disaster recovery. All routine system maintenance is scheduled to occur during overnight hours to avoid service interruptions.

ACTIVE hosts all servers (i.e. single central system hosted by the vendor), related hardware/software, operating systems, databases, and all other equipment necessary to support the system operation centrally. All systems and services have the confidence of maximized uptime through:

- Fully redundant datacenter facilities
- Replicated databases, redundant servers, and offsite data storage
- Production data protected by continual real-time mirroring, replication, and digital backup
- Uninterruptible power supplies and generator backup for all production systems



There are three database server clusters employed in the overall system. The primary database cluster is connected via fiber channel to a 3PAR Storage Area Network. This is a fully redundant, highly fault tolerant disk array. The primary database cluster replicates in real time to the local standby database cluster. The local standby runs on separate hardware and can be brought online in 15 minutes, in the event it is needed. A third level of protection will be provided by replication of the primary database to our off-site Disaster Recovery (DR) database. The DR Environment has the infrastructure to run the entire system in the event of a catastrophe at our primary Data Center. The Restore Point Objective (RPO) and the Restore Time Objective (RTO) is one hour. Testing DR failover is performed after any significant infrastructure change or at minimum once per calendar year.

A solid design and good development of a system is only part of what is required to provide a consistent, high quality, consumer, and agency user experience under varying system load levels. ACTIVE has invested millions of dollars to build and continually upgrade a performance test environment. This environment is a copy of the production environment and features multiple software applications that enable us to test our systems with "virtual users." Our current speed record for processing is 215,000 transactions in an hour, providing assurance that our system can handle the volume spikes experience by our licensing clients.

ACTIVE has and continues to invest significantly in redundancy to mitigate the possibility of system inoperability due to software or hardware failures. We have invested millions of dollars to establish enterprise grade hosting facilities – our primary facility hosting the production AWO infrastructure, and the secondary facility hosting the disaster recovery infrastructure.

In the event of a complete software or hardware failure in the primary center we would "fail over" to the mirrored back-up facility. We regularly test our back-up facility to ensure it is always available, if needed.

Remote redundancy is provided through real time replication of the database to our disaster recovery site. ACTIVE maintains near real time replication of user information to a local standby database, as well as the disaster recovery site database. The primary database is also backed up nightly to a DataDomain backup device, which replicates the data to a secondary DataDomain backup device at the disaster recovery site. Sensitive personal information is stored in encrypted form in the operational database as well as on the backup devices.



| RTM # | Technical (cont.) | Yes | Customization Required | No | Alternate |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------|----|-----------|
| RTM-16 | Bidder should describe, and provide a diagram of, the architecture of their hosted environment, to include: • 3 separate environments - development, CAT, and | 1 | | | |
| | production; software and hardware components, integration with Nebraska Directory Services (NDS), website, and browser compatibility. | | | | |
| | Bidder should include a list of additional software (e.g., Adobe Reader software plugins) and supplemental/specialized hardware required to use their system. | | | | |

Bidder Response:

The AWO architecture comprises three separate tiers - the web tier, the application tier, and the database tier. Each tier is clustered and fault tolerant with access controlled through permission based connection pools.

In each tier, servers are partitioned to serve different purposes. For the web tier, there are public, administrative, and internal servers for consumers, state staff, and ACTIVE staff respectively. The application tier is partitioned into general, reporting, and private. We also separate the database into transactional and reporting nodes.

Database Tier

In the Database tier we use Oracle 11g RAC to provide fault tolerance. The SANs also provide physical fault tolerance for their HDDs and SSDs.

In addition to the primary database we provide instantaneous replication to a hot-standby database that is also used for read-only, non-transactional reporting. The database is also replicated to a data mart for ad hoc reporting available to the state.



Application Tier

The AWO framework has created custom database connection pools that dynamically determine database connectivity and performance and are capable of switching between database nodes or databases on the fly. This has been tested both in the lab and in production. Back when 10g RAC was unstable, the AWO framework insulated our customers from Oracle failures.

On the incoming side of the Application tier the AWO framework created an open source project called Elastica that became the base for our dynamic clustering and fault tolerance. We are capable of dynamically shifting loads between application servers, bringing servers into and out of the cluster without impacting customers, and load balancing down to the specific request level. The web tier communicates with the application tier using this technology, which ensures that the web requests get redirected to the correct node to service the request.

One way we use this technology is to direct all reporting requests to the appropriate reporting servers and each reporting request type establishes which of the databases will be used to service the request.

AWO has specific reporting clusters for real-time transactional reports that must hit the ODS (Operational Data Store), routine report requests that hit the replicated read-only database infrastructure, and a completely separate infrastructure for the data mart and ad-hoc reporting.

Web Tier

The Web tier is managed by hardware network load balancers that both balance load and throttle requests to ensure the back end is not overrun. Naturally the network hardware also protects from Denial of Service attacks and other security concerns.



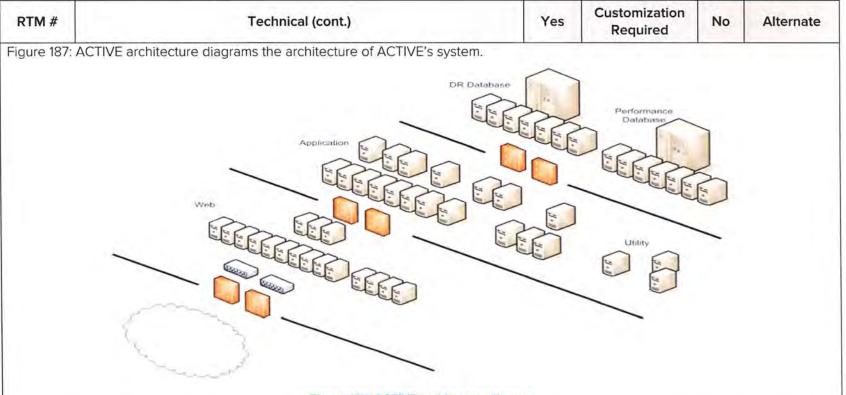


Figure 187: ACTIVE architecture diagram

We can scale each layer as needed and have done some many times. Our infrastructure is designed to withstand the unprecedented transaction volumes for California State Parks. In December, January, and February, California routinely books almost 15,000 reservations through the system in the first 30 minutes and more than 24,000 reservations over the entire day. On February 1, 2015, ACTIVE processed a record 16,823 transactions in the first hour of availability for California with a peak of more than 1,600 transactions in a minute.

To ensure that ACTIVE continues to meet the demand of our customers for years to come, we currently performance test our system at 10X the daily maximum transaction volume of the peak California on-sale day. Specifically, with every release, we run a performance test in the lab processing 240,000 reservations in one hour. We also run monthly load tests in the production environment for the same transaction volume.



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

We use Alertsite (http://www.alertsite.com) as an independent third-party verification of web response time and availability. Alertsite is set up to follow a workflow that hits a web page or series of pages and records the metrics. It is configured to use multiple origin locations to ensure geographic issues can be noted.

All AWO server logs are monitored in real time by Tripwire (www.tripwire.com) as part of our security and auditing policies. Additional custom-built log monitoring is used for proactive problem identification.

An extensive Groundwork (http://www.gwos.com/) monitoring suite is used against all AWO Outdoors servers to collect, alert, and report on key operating system and application metrics. Some examples include CPU cluster, CPU aggregate, load average, bandwidth, and TCP connections.

Digital traffic into and out of the hosting facility goes through multiple layers of firewall and denial-of-service hardware based protection using best-in-class equipment from manufacturers such as Palo Alto, Juniper, Cisco, and F5.

All network communication to ACTIVE equipment is via SSL cryptographic protocol. This ensures that information is secured at the transport layer, end-to-end, using 2048-bit encryption keys. Application and data servers for each of our environments reside in its own segmented network environment separated from network access by a DMZ that is protected by our own double layer of enterprise class firewalls. Our team of security professionals uses a comprehensive suite of software and hardware tools to inspect network activity, watching for and protecting against any external threats.

Cisco and Juniper firewalls are used through our entire infrastructure to provide network layer isolation between our various environments.

Environments

Currently ACTIVE has four different environments for any application and the application has to go through all of these environments. These environments are as follows:

Development

ACTIVE's development environment consists of a shared development application server and a dedicated development database server. The development environment is used exclusively by developers and is hosted within our network and is not accessible from the outside.



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

| RTM # Technical (cont.) | Yes | Customization Required | No | Alternate | |
|-------------------------|-----|---------------------------|----|-----------|--|
|-------------------------|-----|---------------------------|----|-----------|--|

Quality Assurance

Our QA environment consists of a shared QA application server and a dedicated QA database server. This environment is used exclusively by our QA staff and is not accessible to developers. The QA environment is hosted within our network and is not accessible from the outside.

UAT Test/Training

ACTIVE's UAT test/acceptance environment consists of shared infrastructure on the application side and dedicated infrastructure on the database server side. This means that the client applications are hosted on shared test servers (which are different from the production servers). There is a dedicated database server/instance for client database (which again is hosted on a different server than production server). At all times, the database server replicates the production environment regarding business rule configuration. Our test environment is hosted within our network and is accessible from the outside through secure connection only.

Production

ACTIVE's production environment consists of dedicated application servers and dedicated database servers. This environment is used by our operations staff and clients to process transactions in real-time. Our production environment is hosted within our network and is accessible through secure connection only.

Browser Compatibility

ACTIVE uses industry-standard web technologies to provide customer-facing reservation web sites that are tested for and support all major browsers (including Internet Explorer, Chrome, Firefox, and Safari) on all major operating systems.

Software and Supplemental Hardware

Since NGPC is using ACTIVE's proposed solution today there is no additional software or hardware required to continue successful operations.



| RTM # | Technical (cont.) | Yes | Customization Required | No | Alternate |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------|----|-----------|
| RTM-17 | Bidder should describe their maintenance plan, including scheduling, for updating, enhancing, and modifying their system in response to technological advances and the need for additional features to improve efficiency and ability to meet the public's and NGPC's demands, including description of how they monitor availability of upgrades offered by the hardware and software vendors. | V | | | |

Bidder Response:

All ACTIVE Works clients operate on the same, most-current version of the solution and as such new functions and features once developed and if applicable are generally made available for broader use to all clients. Importantly, as system enhancements become available throughout the life of the contract our application architecture of a single central database design accessed through web-based interfaces provides a simple platform to implement any system upgrades (including to the in-park systems), patches and/or fixes to the reservation system, as all changes are made by us, centrally, in our data center(s) and do not rely on any activity by NGPC staff.

There are typically two to three major ACTIVE Works releases each year, one in the fall and one or two prior to the camping season. We are conscious of the potentially negative business impacts of a deployment during peak season and therefore make a concerted effort to complete all activities in advance of the season. Clients are provided with advanced notice for the specific dates of each release.

Existing functionality is rarely impacted by the addition of new features following new product releases, as new features are identified and documented by expanding existing use cases, and new code is developed accordingly. Custom configurations are not impacted by new version releases, as we do not manage client configurations via custom code but rather via data configurations (which are retained through product releases).

Upgrades to our database hardware, Internet capabilities, and software upgrades for general release will be completed as part of the base contract with you. ACTIVE's solution includes regular updates to the installed system to add new features, patches and repairs to correct defects; and updates to content, notes, alerts, etc.

Both the Release Management process and the actual Deployment process used to either physically upgrade the ACTIVE Works version running in Production or make physical changes to Production have gone through a detailed Sarbanes-Oxley (SOX) audit and are fully compliant with required internal controls as defined by SOX.



| RTM # | Technical (cont.) | Yes | Customization Required | No | Alternate |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------|----|-----------|
| RTM-18 | Bidder should describe their security safeguards for protection of the confidentiality, integrity, availability, and privacy of information collected, stored, and used, addressing server security, access control, and compliance with NITC's Information Security Policy. | 1 | | | |

Bidder Response:

ACTIVE's encompassing security program leverages industry best practices across the organization. By using the NIST 800-53 control families, controls and framework as a guide, ACTIVE applies the concept of "Security In Depth" to insulate and protect the various layers of our systems, networks, and applications. NGPC will continue to benefit from the highly secure AWO system.

Security Overview

| Secure Development | ACTIVE maintains a secure software development life cycle, which integrates information security from project conception to deployment. All products undergo security assessments, which include static scanning, dynamic scanning, and manual penetration testing to reduce vulnerabilities and provide native threat defenses. |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Security Program | ACTIVE uses vetted policies, standards and processes to govern how we implement and enforce information security adoption throughout product development and core businesses processes. Compliance with these policies and procedures is monitored and audited routinely. |
| People | Our talented team of experts is the best complement to the technical, policy and procedure management safeguards. When joining ACTIVE, all team members must complete information security training relevant to their role with an annual knowledge recertification. Team members are permitted data access permissions according to role, and permission is contingent on training completion. |
| Third Parties | All contractors, third party vendors, and service providers are required to adhere to all ACTIVE Network policies when engaged with ACTIVE. All engagements include the execution of a Non- Disclosure Agreement (NDA), and extensive research is done when looking at integrated solutions to ensure a secure and protected relationship. |
| Antivirus | ACTIVE deploys and implements industry-standard antivirus, malware, and personal firewall protections on all employee computers and laptops. Antivirus signature updates are performed daily. |
| Data Center Security | At ACTIVE, data is processed and stored in a Tier 3 data center with fully redundant subsystems and compartmentalized security zones. Multiple layers of physical security, 24x7x365 video surveillance, as well as biometric access points protect the facility. |



| RTM# | Technical (cont.) | Yes | Customization Required | No | Alternate | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------|----------|-------------|--|--|--|
| Patch ar Vulnerabi Managem | ity for missing patches and new vulnerabilities. Our Service Del | | | | | | | |
| Change Managem | All changes to ACTIVE applications, systems, and infrastructure undergo a full approval process, which includes documentation, tracking, and back-out/contingency planning. Changes are required to be tested and approved by Information Security and a Change Advisory Board prior to production deployment. | | | | | | | |
| Business Continuity All ACTIVE services and infrastructure are built for resilience and redundancy from the ground up. Our network architecture is designed with redundant, multiple power input processing. This infrastructure design features designating top-tier data center to process and store information to we ensure power, environmental, and connectivity availability. | | | | | | | | |
| Disaste Recove | | egularly with a strategy | for continual improve | ment. Th | is strategy | | | |

The following tools and methodologies are employed by the ACTIVE Security Team to maintain and improve the company's security posture:

- Tenable Security Center: This tool is used to drive our Patch and Vulnerability Management Program.
- Nessus Vulnerability Scanners.
- Cisco and Juniper Firewalls: These are used through our entire infrastructure to provide network layer isolation between our various environments.
- Juniper SSL VPN: Used to provide employee remote access, this tool ensures that any system connecting to our networks has
 effectively employed proper Antivirus software, personal firewall software and has up-to-date system patches applied.
- Acunetix: This tool is used by the Application Security Team to perform application level scanning and to drive Internal and External Penetration testing.
- Burp Suite and Web Scarab: Both of these tools are utilized as part of our Penetration testing process.
- Metasploit PRO: Used as an exploitation framework Metasploit PRO allows us to drive our Penetration testing program.
- Secure Code Review: The Application Security Team performs regular code reviews to look for security risks and anomalies.
- Cisco and Snort IPS/IDS: These tools are used to monitor and alert or respond to network traffic anomalies.
- Palo Alto Next Generation Firewalls: These devices augment the traditional firewall capabilities by filtering at layer 7 and allow for enhanced IPS and IDS capability.



| RTM # | Technical (cont.) | Yes | Customization Required | No | Alternate |
|--------|-------------------|-----|---------------------------|----|-----------|
| KTIVI# | recinical (cont.) | res | Required | NO | Alternate |

- Tripwire: This tool performs file integrity monitoring (FIM) to ensure that our file systems and applications are not tampered with.
- Trustwave ASV: This service is used to perform external vulnerability scanning on our systems as required by PCI.
- Service-Now: This tool is used to drive our Change Management program. Any system, network, or application change that
 occurs is recorded in this system with appropriate approvals built in.
- RSA SecureID: By using RSA SecureID to provide two-factor authentication for remote access, we ensure that access to our sensitive systems is protected appropriately.
- Symantec Antivirus: We use Symantec AV to deploy, monitor, and manage AV control across our organization.
- Syslog-ng, syslogd, and snare: These tools are used to gather logs from various servers and appliances and centralize them.
- NTP: Network Time Protocol is used to synchronize the system and network clocks across the organization. This can be used to
 ensure that all logs can be correlated by time.
- ACTIVEU and ACTIVE Learn: These are internal learning management systems (LMS) used to drive our mandatory security awareness and privacy training for all employees.

We use in-house developed tools to manage Identity and Access Management.

ACTIVE uses several methods to insulate AWO against security breaches. In the case of an actual breach, ACTIVE would promptly notify appropriate NGPC staff. The ACTIVE Network Security Incident Response Team (ANSIRT) handles any Security Incident. This team responds to identified issues, documents the steps take to resolve the issue, and reports the issues internally.

Any incident response follows the industry standard approach of Identification, Assessment, Containment, Eradication, Recovery, and Follow-up. The Containment and Eradication phases typically include short term countermeasures designed to half the incident and to deal with the immediate threat. The Follow-up phase includes the roll out of any long term or sweeping changes that were deemed necessary through the Incident Response process.

Secure Service and Compliance

ACTIVE has securely processed over a billion dollars of government revenue through AWO.

We undertake an annual PCI-DSS Level 1 reassessment with a council-approved QSA to deliver the required Report on Compliance (ROC) and the Attestation of Compliance (AOC). ACTIVE is committed to AWO security and preserving the PCI and PII data entrusted to us. ACTIVE is currently in, and will maintain in, PCI-DSS Level 1 compliance as verified through independent QSA audits. To be PCI compliant we must ensure stored cardholder data is protected, including creating and following data retention



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| RTM # Technical (cont.) | Yes | Customization Required | No | Alternate |
|-------------------------|-----|---------------------------|----|-----------|
|-------------------------|-----|---------------------------|----|-----------|

disposal policies, not storing sensitive authentication data such as full contents of track information or three/four digit number printed on the front/back of a credit card, masking credit card information when required, encrypting credit card information. The credit card encryption is complex and requires two independent encryption key custodians to change the keys.

ACTIVE is committed to AWO security, and will preserve the PCI and PII data entrusted to us. Credit card information is encrypted as soon as it is entered into the system, and is unreadable by any staff. Only the banking system is able to decrypt the information in order to handle credit card authorization. The Call Center authorizes credit cards through a private line.

Ensuring data security also includes providing secure facilities for staff, equipment, documents, and data. We approach this from many angles to ensure a safe and secure operation. Our Call and Data Centers are completely self-enclosed, completely secure locations. Access to the production database from both inside our network and physically at the data centers is carefully managed. All sensitive documents are kept under lock and key in secured filing cabinets, and sensitive data, such as credit card information, is encrypted and unreadable by staff.

ACTIVE employees handling sensitive data and payment processing, such as those conducting transactions by phone, are subject to background checks at time of hire. Training includes thorough coverage of all aspects of security, and annual compliance training is required thereafter. Team Leads closely monitor each newly hired agent after they have completed the initial training process to ensure performance consistently reflects required security measures.

In addition, the user's permission level in AWO establishes the types of data elements that can be viewed and/or changed, and every action is logged to the user who completed it. User information and access is continually monitored and adjusted to ensure consistency with current role(s) and ACTIVE employees who leave the company are immediately identified and access discontinued.

All changes to ACTIVE applications, systems, and infrastructure undergo a full approval process which includes documentation, tracking, and back-out/contingency planning. Changes are required to be tested and approved by Information Security and a Change Advisory Board prior to production deployment.



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| RTM # | Technical (cont.) | Yes | Customization Required | No | Alternate |
|--------|-------------------------------------------------------------------------------------------------------|-----|---------------------------|----|-----------|
| RTM-19 | Bidder should describe their ability to maintain performance standards as outlined in Section III.DD. | ~ | | | |

Bidder Response:

In 2014, ACTIVE maintained a 99.995% uptime. This means that the system was down for less than 30 minutes over the course of the year. Our continual investment in our infrastructure ensures that we will be able to meet NGPC's uptime SLAs.

NGPC currently uses our AWO solution, which is built to avoid double-bookings and missing reservations. All applications operate on a single central database ensuring that all reservations are processed in real time. Further, ACTIVE sends automated confirmation emails or letters confirming successful reservations.

ACTIVE currently enforces NGPC's business rules without issues, and we will continue to enforce them. ACTIVE has perfected our evolved rules engine through years of research, planning, and development to implement the complex web of layered, interdependent rules that are required to provide these services. Business rules are the fundamental requirements of all service deliverables through the consumer internet, contact center, or field services.



Escrow Requirements:

The Contractor shall include evidence to the State of continued payment of the escrow fees and/or evidence of the ongoing existence of such escrow relationship (or alternate arrangement)

| RTM # | Escrow | Yes | Customization Required | No | Alternate |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------|----|-----------|
| RTM-20 | Bidder should describe their escrow arrangement (or a similar alternate plan/arrangement, e.g., to keep a copy of all items on-site at State, with a key provided by the contractor for access to items) for monthly deposit of a copy of all items that are necessary for the operation and support of the State Park Reservation System. The escrow agreement should include direction to the escrow agent to release all escrowed items to NGPC at termination of the contract. Escrow items should include, at a minimum, the following: • the software source code and executables, • a list of Third Party Software used, and how it is used • documentation for the source code, • software architecture and design documentation, • diagram of network design and hardware configuration, • entity relationship and table and field definitions of the database, • all State Park Reservation System documentation, • all current and valid passwords and encryption keys, and • any other necessary or useful documentation. | 1 | | | |

Bidder Response:

ACTIVE Network has an existing escrow agreement in place with Lemery Greisler LLC, a law firm located in the state of New York. Several of our existing contracts have an escrow requirement that is handled through that relationship. The specific terms of each escrow varies depending upon the agreement between ACTIVE and the individual client.

As the successful vendor, we welcome the opportunity to define the specific requirements of the agreement that will form the basis of the go-forward strategy for escrow.



Escrow Requirements: Figure 188 is a copy of a letter provided to Florida State Parks, one of our current escrow states, confirming the deposit of the source code in escrow showing our relationship with an escrow agent. LEMERYGREISLERGE James A. Campinucca, Member June 11, 2014 Everett Manning Reserve America 18 Division Street, Suite 213 Saratoga Springs, New York 12866 Re: Florida State Parks Source Code Dear Mr. Manning This letter will confirm that the undersigned continues to hold in escrow the Source Code for the reservation system rolating to the above. The most recent source code update was received at the office of the undersigned on June 11, 2014. Very truly yours. James A. Carminucci Figure 188: Sample Florida Escrow Letter



The contractor must assign a Project Manager who has been involved in the implementation of systems similar to the proposed system and shall provide a full Project Management Plan within ten (10) business days after the contract is awarded for review by, and discussion with, NGPC.

| RTM # | Project Planning and Management | Yes | Customization Required | No | Alternate |
|--------|---------------------------------------------------------------------------------------------------|----------|---------------------------|----|-----------|
| RTM-21 | Bidder should provide an Initial Project Plan, which includes • a design of the proposed system, | 1 | | | |
| | development schedule and staff, | 1 | | | |
| | coordination/communication with the NGPC Project Manager, and | V | | | |
| | installation logistics and schedule. | 1 | | | |

Bidder Response:

ACTIVE has included a draft project plan in Appendix B.

ACTIVE's project management methodology is based upon the proven framework of the Project Management Body of Knowledge (PMBOK) advocated by the Project Management Institute (PMI), This methodology provides the foundation for successful management and execution of key deliverables including communication, artifacts and project documents as well as established and tested project control processes.

This provides for a repeatable and reliable approach to implementing and operating technology projects that meet expectations for quality, system functionality, performance, and ease of use by NGPC staff and the public.

Since most of the key elements of this project are already in production and operational today, it is vital to ensure all critical operational stakeholders are involved in the planning phase for additional rollout. ACTIVE's approach to risk mitigation is one of early identification and the quick formulation of resolution strategies. This approach is essential when introducing new solutions to field and consumer audiences. No other vendor has the level of experience that ACTIVE's team provides.



ACTIVE's approach for project resource management is a team-based taskforce methodology where key resource stakeholders are involved throughout the entire project while various other resources are engaged at specific junctures of the project. This helps to reduce the burden on NGPC resources focusing their attention during periods of time relevant to their specific function. Key teams include:

- Central Operations
- Regional Management
- IT/Hardware and Connectivity
- Finance and Accounting
- Field Staff from Different Business Operations (i.e. beach parks, overnight camping, ticketing etc.)
- Marketing

ACTIVE teams will include the following whose roles and responsibilities have been described throughout our response:

- Professional Services (Project Management)
- Client Services
- Product Management
- Development/Web Development
- Quality Assurance
- Call Center/Customer Service
- Help Desk/Inventory
- Technical Operations
- Database Administration
- Product Support
- Marketing
- Finance

The ongoing operational teams most involved with NGPC post implementation include:

- Client Services
- Call Center/Customer Service
- Help Desk/Inventory
- Finance
- Database Administration



- Technical Operations (Tech Ops)
- Product Support
- Marketing

Upon successful completion of the implementation phase of the project, ACTIVE will conduct additional sessions with key stakeholders from both of our organizations to ensure a smooth and seamless transition to normalized operations.

ACTIVE has included a draft project plan in Appendix B.

| RTM-22 | Bidder should describe their Data Migration/Conversion Plan, to include: • approach and timing of data mapping and | A. | |
|--------|---------------------------------------------------------------------------------------------------------------------|----|--|
| | approach and strategy for migration of database information to the contractor's system. | 1 | |

Bidder Response:

Because our solution is already in place for NGPC today, there is no need to migrate reservations and data, configure business rules, set up inventory, or configure user roles. ACTIVE represents the lowest risk option available to NGPC today. As part of the original implementation in 2008, NGPC experienced ACTIVE's strategy for successful migrations.

Our documented, tested, and proven migration process has proven successful in converting existing clients from our legacy system as well as implementing new clients. Should any additional migrations be required to bring on new locations we would follow this standard approach for conversions/migrations.

ACTIVE's approach includes an initiation phase where the scope of the conversion is reviewed and the projects teams are established. Once the initiation phase is completed, we move into the discovery and planning phase where the data would be reviewed and analyzed. The final project plan would be created based on this analysis and with input from NGPC and ACTIVE to ensure that the timelines are acceptable and achievable by both parties.

Upon agreement on timelines, the execution phase begins where the data is migrated into the Quality Assurance (QA) and User Acceptance Testing (UAT) environments where both NGPC and ACTIVE staff will conduct testing to ensure that the system behavior is as designed and the data has been migrated accurately.



Once the migrated data has been reviewed, tested and signed off on ACTIVE will move into the deployment phase where the data is migrated into the Production environment and will be live.

ACTIVE's Project Manager for any work associated with the solicitation will be Jeff Alderman. Jeff leads our Implementation team and in his 15 years of experience has been involved in every conversion and new implementation of the ACTIVE Works Outdoors camping solution.

ACTIVE acknowledges that as the successful vendor we will need to provide a final project plan within ten business days after contract award.

| RTM-23 | Bidder should provide a Test Plan which includes: | 1 | | |
|--------|-----------------------------------------------------------------------------------------------------|-----|---|--|
| | unit testing, | | | |
| | user acceptance testing, | 1 | 4 | |
| | system performance testing, and | √. | | |
| | a methodology for correcting problems identified during implementation/testing. | ✓ · | | |

Bidder Response:

Client Implementation Test Process

Each client migrated onto the AWO platform is thoroughly tested prior to deployment, production, and go live. Multiple test cycles are executed as configuration and data migration milestones are met, followed by regression tests to ensure additional changes have not impacted previously tested functionality.

Implementation QA/Test Process

The QA team is involved in review meetings for all implementation projects. This includes review of contract requirements, business rules, financial configuration, and other documentation produced by Professional Services, Product Management, and NGPC. Using these documents, the QA team creates test cases (in SpiraTeam) that verify the specified functionality.



Implementation test cases focus on verifying:

- Business rules
- Transaction workflows for all product types
- Fee setup
- Payment methods (such as credit cards and gift cards)
- Credit card processors configuration
- Migrated reservations
- RA.com and/or private label website configuration
- Integration with external systems
- Ticket and license printing on custom stock
- · Other functionality unique to the client

Verification is performed at the UI/website and database level.

Test cases are reviewed by the Professional Services, Product Management Project Manager, and NGPC representatives to ensure that all requirements are covered.

Once a working configuration is available for testing it is deployed to the QA environment. The initial test phase focuses on setup/configuration and processing of new transactions. The second phase of testing focuses on migrated data — verifying information about customer, reservation, and payments, then processing transactions against the migrated orders.

Defects are recorded in JIRA for any problems such as configuration that differs from requirements, transaction processing problems, or data consistency issues.

As issues are addressed and additional configuration is available, the QA environment is updated with fresh copies of the client configuration. Fixed defects are verified, new data tested, and regression tests are performed for each refresh.

This configure/fix deploy-test process repeats until all functionality and defect fixes planned for NGPC go-live have been addressed and verified.

NGPC UAT is run from a dedicated UAT environment, separate from the QA environment.

During the migration freeze period, the final configuration and migration of data is deployed to QA for a smoke test (short regression of key areas). Once this test passes the same configuration and data is deployed into the production environment. After production deployment, before go-live, the QA team runs additional smoke tests to verify configuration of websites, credit card processors, and connectivity to external systems.



Software QA Process

Each new version, patch, or fix of a product is rigorously tested prior to being released with multiple cycles of testing including full regression testing. Regression testing ensures that the changes have not affected existing functionality of the system.

ACTIVE performs the following types of tests depending on the stage of the project:

- Unit tests (performed by the Development team)
- Integration tests (performed by the Development and Software QA teams)
- System tests (performed by the Software QA team)
- Load and Stability tests (performed by the Software QA team)
- User Acceptance tests (performed by the Software QA and NGPC teams)

Performance/Load Testing

As the client configuration nears completion, it is also deployed to the Performance Test Environment. Performance test scripts are updated to include the new client configuration in common workflows. New tests may also be developed to verify functionality or configuration unique to the client.

The workflows and load levels simulated by the performance test scripts for new clients are based on existing common workflows and production system usage from existing clients, training material for call center and field staff, and predictions of sales volumes based on past year's data. Performance tests use a multiple of anticipated peak loads as a minimum starting point.

Testing Tools

To complement the standard "human based" testing of all software prior to release, we also employ a number of automated testing tools including:

- Atlassian JIRA (defect/issue tracking)
- Inflectra SpiraTeam (test case management)
- Rational Functional Tester (automated functional testing)
- Custom built test framework using Selenium2 and Watij libraries (automated functional testing)
- Selenium RC (automated functional testing)
- SLAMD with custom built extensions (performance/load testing)
- Charles Web Proxy (analysis of HTTP request/response, simulation of low speed connections)
- Xenu Link Sleuth (site crawler/link checker)



Total Validator (accessibility and standards checker)

A number of other homegrown tools or extensions to commercial tools are also in use. These tools are usually Java applications developed to fit specific needs.

Additional Testing

In addition to verifying the functionality and features of our software ad described above, the following areas are also considered:

- Browser compatibility web sites are tested using a variety of browser software on different platforms such as Internet
 Explorer, Chrome, Firefox, and Safari on current versions of Windows, OS X, iOS, and Android. The specific browsers and
 platforms to be tested are detailed in the project requirements.
- Link checking web site crawler/spider tools are employed in the QA test environment to verify that links within the website
 are valid.
- Redirection as new sites replace older sites, rules setup to redirect links and bookmarks to appropriate pages on the new site
 are verified.
- Security testing ensure correct encryption of sensitive data and test against exploits.
- Analytics/Reporting verify data collection and reporting for visitor tracking and analysis.
- HTML validation validate the HTML source of each type of page against internal requirements and W3C standards.
- Accessibility check that each type of page complies with internal, WCAG, and Section 508 requirements.



| RTM# | Project Planning and Management (cont.) | Yes | Customization Required | No | Alternate |
|--------|--------------------------------------------------------------------------|-----|---------------------------|----|-----------|
| RTM-24 | Bidder should describe their approach to Risk Assessment and Management. | V | | | |

Bidder Response:

ACTIVE's project management methodology is based upon the proven framework of the Project Management Body of Knowledge (PMBOK) advocated by the Project Management Institute (PMI), This methodology provides the foundation for successful management and execution of key deliverables including communication, artifacts and project documents as well as established and tested project control processes.

This provides for a repeatable and reliable approach to implementing and operating technology projects that meet expectations for quality, system functionality, performance, and ease of use by NGPC staff and the public.

ACTIVE's approach to risk mitigation is one of early identification and the quick formulation of resolution strategies. This approach is essential when introducing new solutions to field and consumer audiences. No other vendor has the level of experience that ACTIVE's team provides.

Throughout the execution of each project, controls are used to maintain visibility into risks to the project, overall quality assurance, scope adherence, and issue tracking/resolution. These project controls ensure that an accurate snapshot of overall performance is maintained, and allow the project team to effectively manage the dynamic environment of the implementation.

| RTM-25 | Bidder should describe a Cut Over and Go Live Plan, with a list of specific functional and technical activities required for a successful implementation (i.e., to ensure a seamless transition and installation at all State Park facilities at the same time). | 1 | | |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|

Bidder Response:

As your current provider NGPC has already experienced ACTIVE's strategy for successful implementations in 2008 with the conversion to ACTIVE Works Outdoors.



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| RTM# Pr | oject Planning and Management (cont.) | Yes | Customization Required | No | Alternate |
|---------|---------------------------------------|-----|---------------------------|----|-----------|
|---------|---------------------------------------|-----|---------------------------|----|-----------|

Throughout our response NGPC will find ACTIVE's approach in addressing each of the required elements described both from an initial implementation process through the ongoing operational phase of the project. Since ACTIVE's solution is already in place for NGPC many of these elements are already in the operational phase.

Our implementation approach is based on our extensive experience with similar projects and specifically as the current provider of parks services to NGPC. Below we have provided a description of our approach to demonstrate the process and best practices that will be applied to any new implementations during the contract.

ACTIVE's implementation methodology is based first and foremost upon widely-accepted project management principles. Specifically, our implementations operate within the proven framework of the Project Management Body of Knowledge (PMBOK) advocated by the Project Management Institute (PMI) that supports a successful launch by rigorously adhering to proven techniques in planning, communication, documentation, task management, quality control and other vital management and control processes. This provides for a repeatable and reliable approach to implementing and launching technology projects that meet expectations for quality, system functionality, performance, and ease of use by client staff and the public.

All ACTIVE implementations start with a thorough and collaborative project initiation, discovery, and planning exercise. A thorough analysis of business needs and processes is conducted in order to produce an accurate project schedule. We will collaborate with NGPC and create a complete project plan that includes scope, resources, high-level schedule, and plans for risk management, communications, and control mechanisms.

The approved plan officially starts the project execution and is managed jointly by project managers from both NGPC and ACTIVE. Experienced resources will be assigned to the project's tasks and the activities will be coordinated between both parties.

Throughout the execution of the project, controls are used to maintain visibility into risks to the project, overall quality assurance, scope adherence, and issue tracking/resolution. These project controls ensure that an accurate snapshot of overall performance is maintained, and allow the project team to effectively manage the dynamic environment of the implementation.

Finally, upon the completion of all deliverables and milestones, the project goes through a solid approval and closing process. The reliance on project controls throughout the implementation typically makes the closing phase a routine matter; however diligence is applied to ensure that the project was delivered according to plan.



| RTM # | Project Planning and Management (cont.) | Yes | Customization Required | No | Alternate |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------|----|-----------|
| RTM-26 | Bidder should describe an Ongoing Support Plan for post-implementation handling of problems and change requests and | 1 | | | |
| | HelpDesk support, to describe the location, hours, and services of their HelpDesk, to include logging calls and tracking problems. | 1 | | | |

Bidder Response:

NGPC has access to help desk services with experience supporting the needs of thousands of municipal, state, and federal customers, including 43 county, state, and federal campground reservation system implementations. ACTIVE's help desk understands what it takes to support R1S. Whether it be park closures due to inclement weather, or supporting users in remote regions of the park, our help desk is tailored to meet the needs of your users.

Once a user reaches a knowledgeable help desk agent, they can be assured that their issue will be resolved quickly, as the help desk has the ability to access the system both on our end and remotely via screen sharing software. Whether it be via our dedicated toll-free line, e-mail address, or website and knowledgebase, your users will have the access they need, when they need it.

ACTIVE is currently implementing innovative integrated chat technology allowing NGPC personnel to connect directly with a skilled agent directly through our online help center.

We also know that policy and weather have a way of necessitating massive system-wide changes in incredibly tight timeframes. ACTIVE's inventory team ensures that these changes are completed correctly and on time. Floods, fires, and fee changes — our team takes everything in stride. In fact, just last year, this very team coordinated a system-wide shutdown of every federal park in the U.S. with less than 24 hours' notice.

To provide the best possible level of service, ACTIVE's help desk is broken out by areas of expertise. The help desk contains a three tier structure with one team supporting the application, the hardware and connectivity team supporting your terminals and peripherals, and the data team supporting the creation and maintenance of system inventory and their attributes. Our internal routing ensures questions are immediately directed to the team best equipped to handle the issue.

All cases are categorized and centrally tracked in our enterprise level case management system. Users can create, view, or modify their cases online via our portal or through a help desk representative. Not only will new cases be tracked, ACTIVE houses more than three



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| RTM# | Project Planning and Management (cont.) | Yes | Customization Required | No | Alternate |
|------|-----------------------------------------|-----|---------------------------|----|-----------|
| | | | | | |

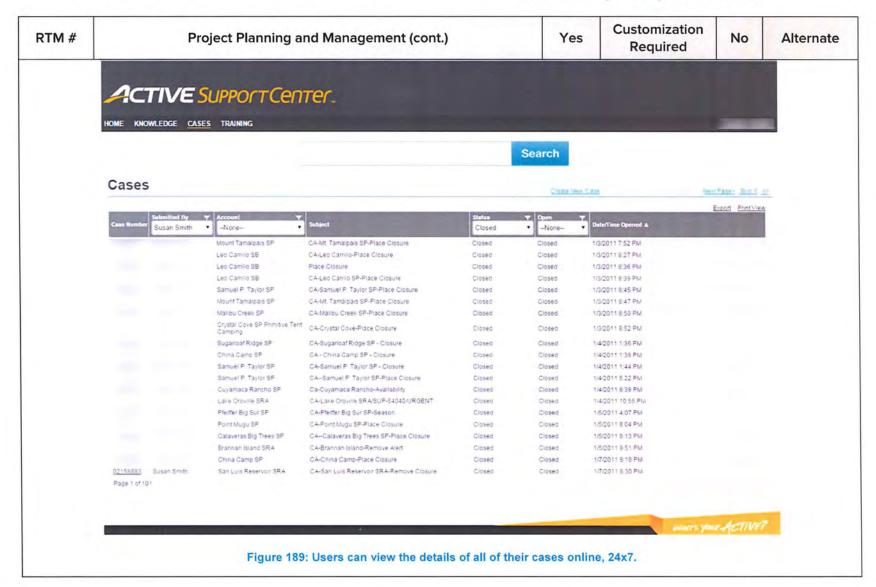
years of historical data to allow for year over year trend analysis on issues and seasonality. All calls and problem reports dealing with software and hardware are logged, tracked, and resolved by trained help desk technicians using our Support Center application.

Our CRM system allows us to perform the following:

- Provide NGPC with current status of all cases 24x7 via the online portal, as shown in Figure 189 below.
- Ensure every case is tracked through to resolution. When a user calls the help desk, a trained technician enters the data into the
 system and provides the caller with an automatically generated case number, which allows the user to track the status of the case
 if it is not resolved and closed in the initial call.
- Provide reporting breakdowns in two different ways, at the problem type level, allowing categorization of issues into common
 categories, such as how-to requests, and hardware issues, as well as at the user, location, park, and agency level, to identify
 trends specific to regions and users.
- Provide role-based permissions to submit, view, and modify cases online. Agency liaisons for example have the ability to view
 cases submitted by all users within their agency. These permissions are directly tied to the hierarchy within the application.
- Provide NGPC with more than three years of historical case data for year over year trend analysis.
- Create advanced analytics reports to identify trends and recurring problems so proper fixes can be deployed.
- Provide automated escalation to higher tiers if priority-based case closure time periods are not met.



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1





| RTM# | Project Planning and Management (cont.) | Yes | Customization Required | No | Alternate |
|------|-----------------------------------------|-----|---------------------------|----|-----------|
|------|-----------------------------------------|-----|---------------------------|----|-----------|

The team is focused on providing clear and efficient responses back to end-users. Through lessons learned, ACTIVE is further improving the system with a refined user interface that provides further transparency by including field/yield information, actionable tasks, and self-learning tutorials. The team during FY2016 is implementing online-chat that will provide NGPC field users the ability to interact with support agents immediately.

| RTM # | Training | Yes | Customization Required | No | Alternate |
|--------|-------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|----|-----------|
| RTM-27 | Bidder should provide a Training Plan, including schedule, which includes: • end user training for staff and administrators, | | | | |
| | technical training and documentation, | V | 1 = - 1 | | |
| | provision of a User Manual, and | V | | | |
| | additional training for the NGPC Project Manager and designee when services are enhanced or modified. | / | | | |

Bidder Response:

AWO is already fully integrated into the daily routines of your staff in your call center, the field and at headquarters. Our proven solution has become deeply ingrained in their work habits, and is relied upon to help them efficiently meet their daily responsibilities. The competency of NGPC personnel is already in place and achieved on Day One of a new contract.

ACTIVE trainers are experienced, long-term recreation system professionals who have trained multiple clients. Our trainers will work with you to develop classes and provide for complete system usability prior to rollout. They understand how to work with people to keep classes interesting, engaging, and educational.



To ensure continued user acceptance and maximize your staff's ability to fully utilize the system, we continue to provide training and materials that reflect our newest system. ACTIVE employs a variety of innovative training techniques and delivery options to ensure all users have the skills needed for their location and position. By offering multiple training methods and channels, we provide the broadest access for initial training as well as ongoing user education and skill refresher courses.

Our manuals and access to self-help tools greatly increase the satisfaction of the day-to-day users of the system. All field staff has access to training databases, as well as easy-to-use online help and hard copy manuals.

End User Training

As your current provider, ACTIVE can hit the ground running. NGPC has several different types of users (call center, field, headquarters, financial, etc.), so we provide separate training classes, presenting each type of user with the skills and knowledge they need to comfortably and effectively use the system to do their job, and to provide the best possible customer service. Instead of a "canned" approach to training, ACTIVE integrates your input into our proven AWO Parks Training program so your unique operating methods and parks are included.

ACTIVE typically provides administrative training to key NGPC Project Managers, program, and IT staff, to ensure they are able to fully operate the system. Since this program is already in place and operational for NGPC we will work with you to determine the specific training needs associated with any new functionality to be rolled out.

Train-the-trainer classes are more advanced than standard training, with the focus on developing skilled system trainers by the end of the class. With the knowledge transfer we accomplish through train-the-trainer, parks management has more control and flexibility in scheduling future training classes, as needed. We recommend this approach: to have designated representatives who will continue to act as your training experts going forward. Their two-day training class provided by an ACTIVE training specialist includes the following:

- Participation in a hands-on environment
- Use of the Training Database Environment that replicates an existing park to provide real-life context and prevents any test data from being written to the production database
- The opportunity to become an expert in all applicable system functionality
- Learning techniques to assist them in training other staff
- Knowledge of trouble-shooting techniques

Since rolling out ACTIVE's Field Manager interface the training needs for field staff has been reduced from one week to less than two days.



Park staff can be trained by your staff who have completed our train-the-trainer program and/or by ACTIVE staff (via web-based live training sessions or at parks locations). Because AWO is so intuitive, it takes only one day for Park staff to complete training that includes:

- Hands on activities to increase user confidence; direct participation results in effective use of the system to its fullest potential
- Benefits of AWO to both staff and customers
- Overview of the design, usage, and ongoing care of the system
- Specific Field Manager training in the following:
- Use of all system functionality applicable to their role
- Use of maps, full and quick search, locating occupants, registering walk-ins, and all other system functionality
- Accessing reports, including Daily Arrivals, Departures, and Occupants
- Methods to troubleshoot and use Integrated Online Help Tools
- Dedicated toll-free numbers for Help Desk Support

ACTIVE will provide additional administrative training to key NGPC Project Manager, and IT staff, to ensure they are able to fully operate the system and all additional functions that are implemented as part of the new contract.

Refresher/Ongoing Training

Since NGPC parks staff is already using ACTIVE Works, ongoing training in the new contract is of utmost importance. Each year, as we plan our Training Schedules, we will consult with you to determine any NGPC staff training needs to ensure operational familiarity with all aspects of your project. To help support any new or seasonal staff and to assist with refresher training, ACTIVE can deliver multiple options to support maximum knowledge of the system. The options include:

- Computer-based training tutorials, enabling self-paced refresher training without a trainer
- Full-time, web-based access to a "training environment" that replicates the live production system, available whenever needed
- Online, (instructor-led) interactive Web-based training utilizing WebEx™
- Train-the-trainer sessions to select NGPC staff to expand your in-house expertise and training capabilities.

For new deployments, we consult with you to determine any training required to effectively use any new features or reports. Our development cycles have been structured so we do not introduce new functionality during the peak camping season. This enables us to ensure all users can be fully trained prior to the busiest time of year. Each year as the Product Roadmap is finalized and the Development Plan confirmed, we will work with you to determine how and when it is best to train your staff.



For small changes or new reports, effective training may be conducted through web-based conference tools and comprehensive documentation. For larger scale changes, we recommend personalized training sessions.

Training Evaluations

ACTIVE administers surveys for all trainings, whether the training is a one-on-one training, a WebEx training or a classroom onsite training. We take each survey received seriously, and we use the surveys to look for ways to improve or add to our training.

ACTIVE succeeds by using the survey results to monitor and improve any aspects of our training. Please see a few of our actual survey's responses from our clients:

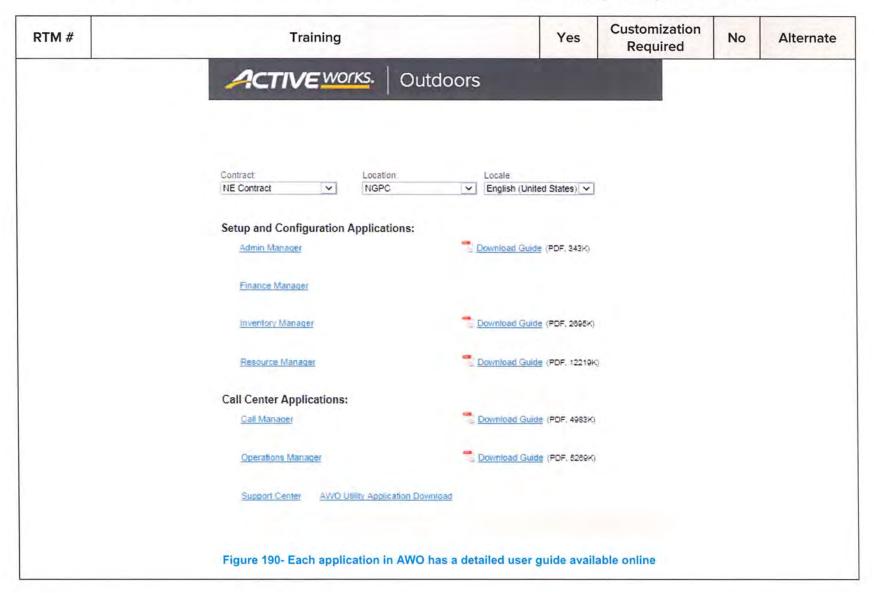
- Trainer's calmness and willingness to answer questions made training interesting and easy to learn
- Left with confidence on the system. The system is user friendly
- Trainers were very knowledgeable with the system and I enjoyed the hands on practice
- Because of the training, I am confident that I have the knowledge and tools needed to move through the system without issue on my own

User Manuals

AWO's user interfaces are intuitive and easy-to-use, and we provide on-screen help tools integrated into AWO to quickly provide answers to questions that may arise. Also, as shown in Figure 190 through Figure 192 below every NGPC user has access to user manuals and guides on the AWO launch page.

Our manuals and access to self-help tools greatly increase the satisfaction of the day-to-day users of the system. All field staff has access to training databases, as well as easy-to-use online help as shown in Figure 193 through Figure 195 and hard copy manuals.

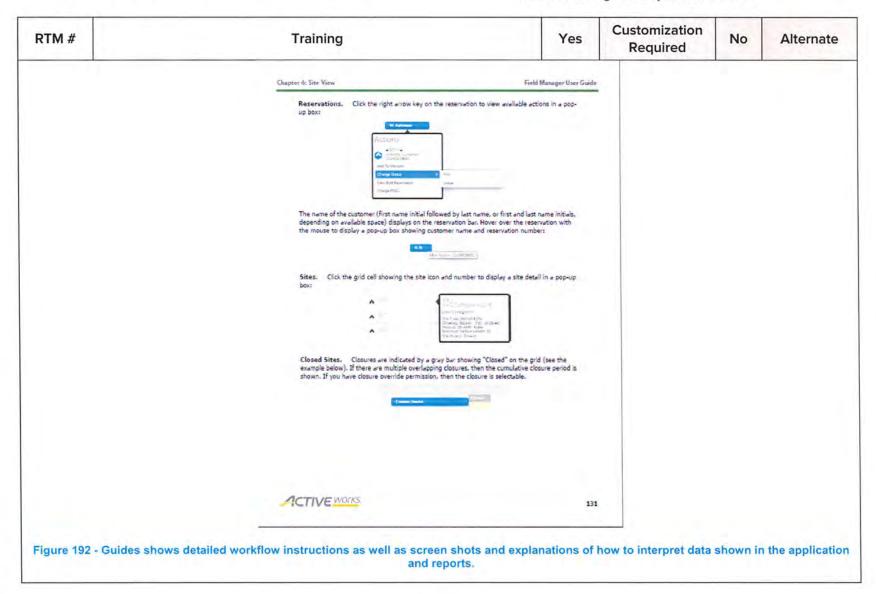




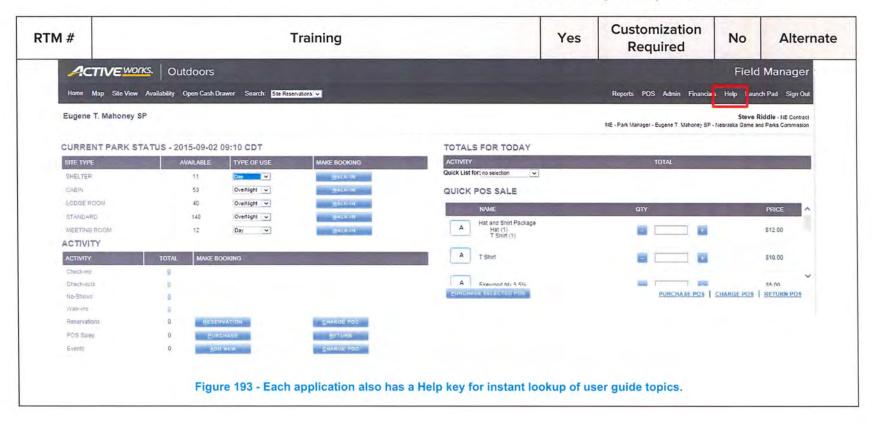




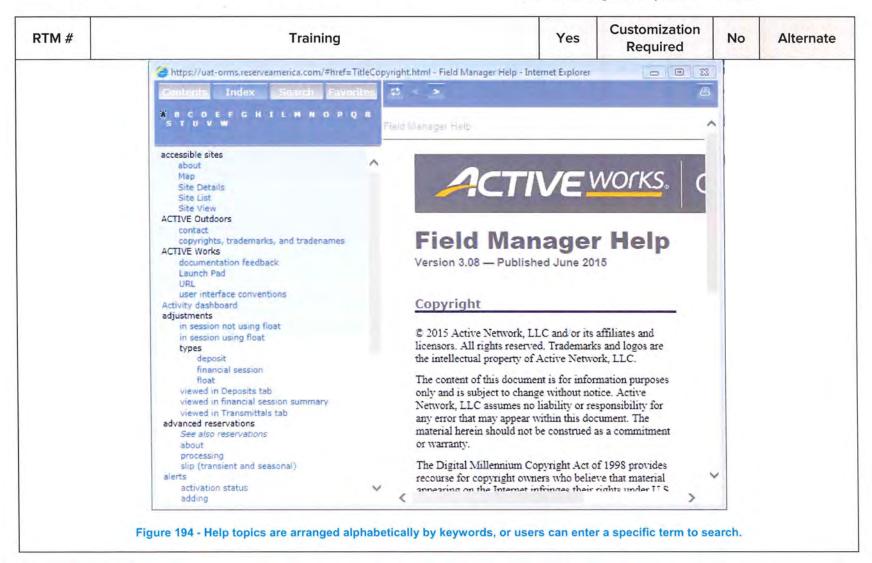




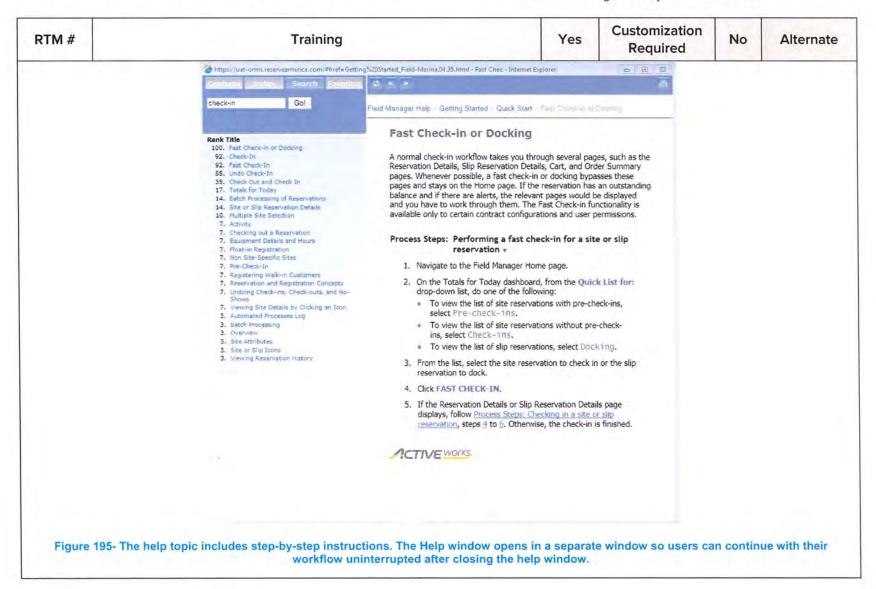








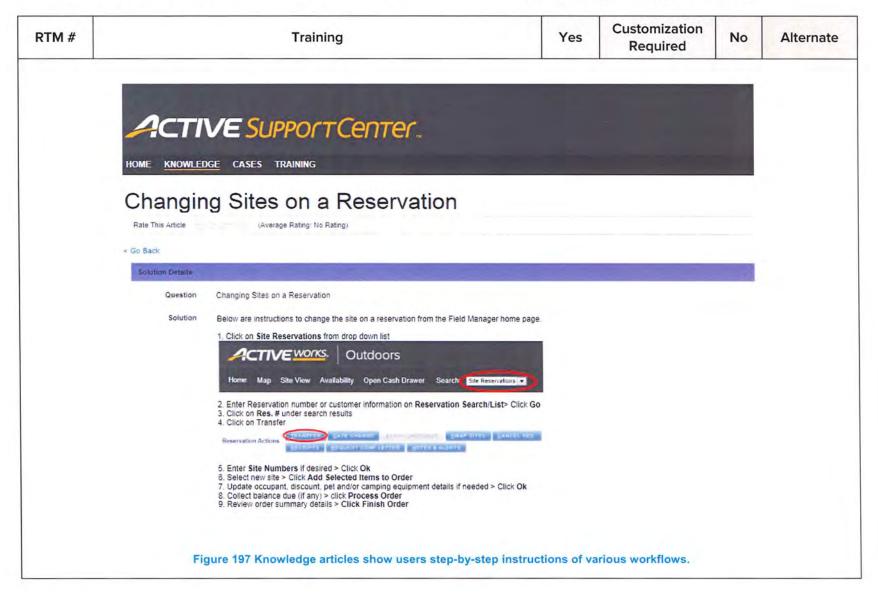




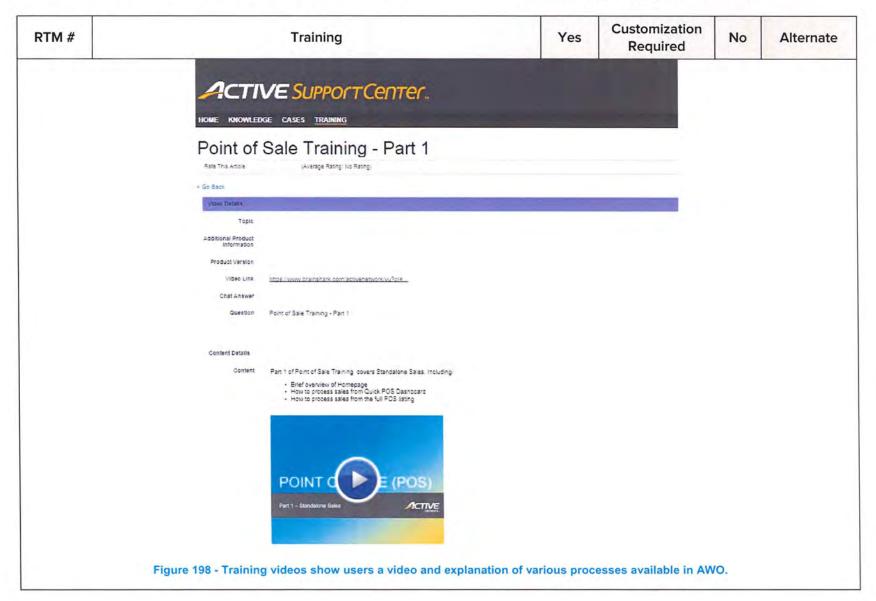


| dition | al Tools | | | | | |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------|------------|-------------|
| ddition t | to training and user manuals ACTIVE | currently provides NGPC staff | access to addition | anal halp tools thro | ugh our S | Support Cor |
| | | | | | | |
| ilable fro | om the AWO Launch page. As seen | in Figure 196 through Figure 19 | 39 the Support Co | enter provides staff | with acc | cess to spe |
| wledge | based articles as well as online trai | ning videos which can be view | ed at any time. | | | |
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| | Jodatino Use or Attribute Fees | Article | 10/8/2014 | | | |
| | RIDE: How to Update Your Information | Artide | 8/19/2015 | | | |
| | 2014 Operating Procedures Manual (OPM) | Article | 10/7/2014 | 1971 | | |
| | Creating a Site Closure in Field Manager Apply a Discount to an Existing Reservation | Artide Artide | 10/8/2014 8/14/2015 | **** | | |
| | | Article | 10/7/2014 | *** | | |
| | New Facility Request | Article | 4/22/2015 | *** | | |
| | | Article | | | | |
| E | Rec gov Helo Desk Service Commitment | Manuald lear Guide | | | | |
| <u> </u> | Photo Tool Quick Start Guide | Manual/User Guide | 3/27/2015 | | | |
| <u> </u> | Photo Tool Quick Start Guide Close Financial Sassion | Artide | 10/7/2014 | | | |
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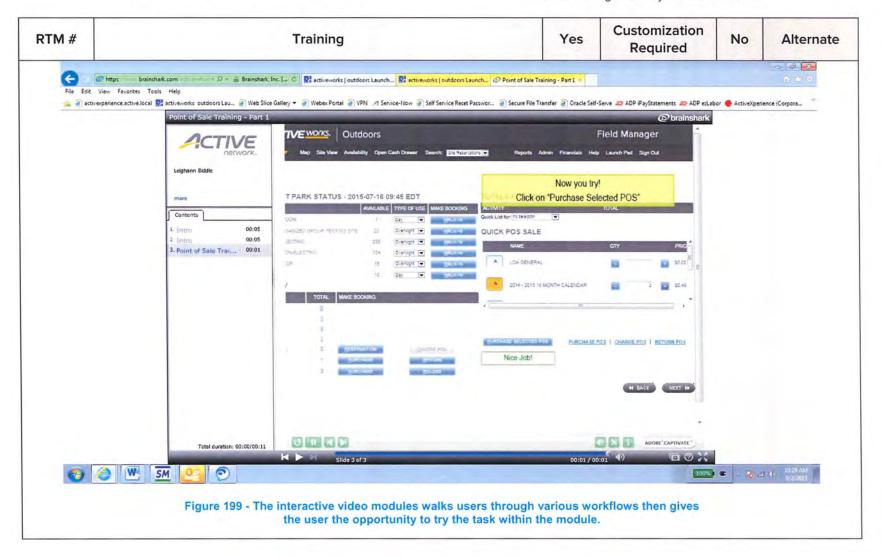














| RTM # | Transition and End of Contract | Yes | Customization Required | No | Alternate |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|----|-----------|
| RTM-28 | Bidder should provide an initial generic transition plan that can apply at both the beginning of the contract and at the end of the contract to facilitate: • transfer of all knowledge necessary to operate all State Park Reservation System services; • documentation of all necessary support processes, procedures, functions, and staffing requirements; and • collaboration to effect an orderly transition of operational control. As much as possible, this initial plan should include items listed in | ✓ | | | |

Bidder Response:

Transition Plan Beginning of Contract

NGPC should not underestimate the potential risks and pain around transition to a new vendor. As your current provider, ACTIVE is familiar with NGPC rules, processes, parks and staff, offering a seamless, low risk transition to the new contract that will be invisible to you and your customers.

The experience and proven technology ACTIVE brings with AWO mean unparalleled value and advantages to NGPC, including:

- No-Risk Transition: The fact that our system is in place and working successfully in your parks means that the common and often disruptive risks associated with transitions (data migration problems, software bugs, payment processing errors, training issues, etc.) are avoided. You and your customers can enjoy true business continuity and uninterrupted customer service. The risks involved with transitioning to an alternative platform are great including, but not limited to, loss of functionality and impacts to financial reconciliation and auditability. ACTIVE will help you avoid these risks, and continue to provide a stable system for NGPC.
- Continuous Revenue: Transition to a new system may involve downtime for conversion. This period in which customers cannot
 make reservations can be costly both to your reputation for customer satisfaction and in revenue collections. Potential
 customers who are turned away during transition may make other plans instead of utilizing NGPC properties.



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

| RTM # Transition and End of Contract | Yes | Customization Required | No | Alternate |
|--------------------------------------|-----|---------------------------|----|-----------|
|--------------------------------------|-----|---------------------------|----|-----------|

User Acceptance: New projects are difficult, generating skepticism and anxiety for stakeholders, especially if they must switch
from a system that works well. ACTIVE's proposed solution includes solutions that are totally integrated into the daily routine of
your central office and field staff.

Only ACTIVE enables you to eliminate their risk of a time-consuming move to a different system. No training is required – the first day of the new contract is invisible to users, as it should be.

Transition Plan End of Contract

ACTIVE Network's proposed plan encompasses all activities that will be required to enable NGPC or a third party to take over provision of services on end of the contract.

The primary goal and guiding principle is the continuity of service to consumers being served during the transition period.

ACTIVE will request a proposed transition timeframe from NGPC for the transfer to a successor, or NGPC that includes all case management services, administrative services and functions, and sub-contracted services. This timeframe must provide for the initiation of transition activities no less than sixty (60) days prior to the contract end date. Active expects NGPC or a successor to identify specific transition activities required of ACTIVE, at which point responsibilities will be assigned and timeframes for accomplishment stated.

Active will provision for interim and final transfer of all contract related records and information from ACTIVE to NGPC, including customer and reservation data.



Transition Period Timeframe

| Task | Time Frame | Person Responsible | Due Date |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------|
| Initial planning meeting to finalize Transition Plan schedule. ACTIVE will cooperate to the extent possible in meeting requested timelines. | Within (5) five working days of notification of contract end | NGPC and ACTIVE to be assigned at first meeting | To be mutually determined |
| ACTIVE to inform and educate internal and NGPC staff on issues relating to the transition as may be appropriate. | Ongoing | ACTIVE to be assigned at first meeting | To be mutually determined |
| Flat file dump of all customer, sales, and reservation data. | Within (30) days of request | ACTIVE and NGPC to be assigned at first | To be mutually determined |
| ACTIVE will work with NGPC to develop a process with delineated timelines to transfer all consumer files and system data NGPC expects services will continue to be provided to consumers by ACTIVE staff through to contract end date | (30) thirty days from task start | ACTIVE and TPWD to be assigned at first meeting | To be mutually determined |



| RTM # | Transition and End of Contract | Yes | | tomization equired | No | Alternate | | | |
|-------|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------|-----------|--------------------------------|---------|--|
| | Identify and return all ACTIVE owned hardware to a central ACTIVE location | Within (30) thirty days from request | NGPC an ACTIVE to assigned at first | be | To be mutually determine | 4.4 | | | |
| | Remove all ACTIVE software from NGPC owned hardware On terminatio NGPC will send formal confirmation of removal | | NGPC owned hardware NGPC owned hardware NGPC will send formal confirmation of On termination assigned mutually date ACTIVE to be assigned at first determination date | | ACTIVE to be assigned | | To be mutually determine | utually | |
| | ACTIVE to identify and de-activate all NGPC logins with access to ACTIVE applications in all environments (LIVE, TRAIN, UAT) | On termination date | ACTIVE to assigned at first meeting | be d | To be mutually determine | | | | |
| | ACTIVE will disable/remove NGPC park locations from all ACTIVE owned websites. On termination date | | ACTIVE to assigned first meet | at | To be mutually determine | | | | |



| RTM # | Transition and End of Contract | Yes | Customization Required | No | Alternate |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------|----|-----------|
| RTM-29 | Bidder should describe the provisions it would plan to undertake to assure that the State Park Reservation System remains operational during the transition to a new contractor, with agreement to: • continue to operate under this agreement as Project Manager for a period of up to 12 months, • make an orderly transition of the services defined in this RFP, and • continue under the same fee arrangement for those revenue generating services which the current contractor continues to host and other services it performs during the transition period. | | ~ | | |

Bidder Response:

ACTIVE prides itself on our professionalism. As such, should NGPC transition to another vendor at the end of the contract associated with this RFP, ACTIVE will ensure that the reservation system remains operational through the end date of our agreement.

ACTIVE will also cooperate to a reasonable extent as described in response to RTM-28 to ensure a smooth and orderly transition to NGPC's new vendor.

Should any newly selected vendor be unable to complete the work involved in launching the successor reservation service, ACTIVE would welcome the opportunity to enter into negotiations for the extension of the current agreement. The specific terms of that extension will be determined by mutual agreement.



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

4. APPENDIX A - EXISTING REPORTS

ACTIVE Works Outdoors existing reports include but are not limited to:

- 7-Day Campers Report
- Advanced Reservation by Facility Report
- Call Disposition by Operator Report
- Call Disposition Summary Report
- Campers Report
- Campers Data Report
- Cancelled Tour Report
- Central Deposit Consolidated Report
- Central Deposit Report
- Closure Summary and Details Reports
- Confirmation Letter Report
- Co-operator Credit Card Report
- Credit Card Batch Detail Report
- Credit Card Batch Summary Report
- Customer Aging Report
- Customer Balance Report
- Daily Arrival Report
- Daily Facility Management Report
- Daily Facility Management Data Report
- Daily Reconciliation Detail Report via Venue Manager
- Daily Reconciliation Report via Venue Manager
- Day Use Visitation Report
- Deposit Adjustments Report
- Deposit Detail Report
- Deposit Summary Report
- Discount Detail Report
- Discount Summary Report
- Earned Distributed Funds Summary Report
- Event Sales Report
- Facility Void-Cancel Report
- Fee Adjustment Detail Report
- Fee Adjustment Summary Report
- Field Deposit Report
- Field Payment Report
- Financial Session Detail Report
- Financial Session Summary Report

- Gift Card Sales Report
- Inventory Summary by Site Type Report
- Invoice Detail Report
- Invoice Remittance Report
- Invoice Summary Report
- Lottery Application Details Report
- Lottery Application Statistics Report
- Lottery Confirmation Letter Report
- Lottery Results Report
- Monthly Ticketing Recipient Distribution Report
- Occupancy Report by Primary Occupant's Customer Type
- Occupancy Report by Site Type
- Occupancy Report by Sites
- Occupant Forecast Report
- Operator Statistics Report
- Park Deposit Consolidated Report
- Park Deposit Report
- Park Event Report
- Park Profile Detail Report
- Park Profile Detail Report Section A
- Park Profile Detail Report Section B
- Park Revenue Consolidated Report
- Park Revenue Detail Report
- Park Revenue Report
- Park Visitation Report
- Payment Details Report
- Permit Confirmation Letter Report
- Permit Reservation Detail Data Report
- Permit Statistics Report
- Permits Made by Residents Report
- POS Product Sold Detail Report
- POS Product Sold Summary Report
- Quota Availability Report
- Recipient Distribution Detail Report
- Recipient Distribution Summary Report
- Refunds Report
- Reservation Attribute Fee Report



- Reservation Closure Report
- Reservation Details Report
- Reservation Listing Report
- Reservation Methods Report
- Reservation vs. Walk-in Report
- Revenue Distribution Detail Report
- Revenue Distribution Summary Report
- Rule Override Report
- Season Summary Report
- Services and Amenities Report
- Site Attribute Report
- Site Availability Report
- Site Fees Report
- Site Notes and Alerts Report
- Tax Detail by Park
- Tax Summary Report
- Ticket Confirmation Letter Report
- Ticket Sales Statistics Report
- Tour Inventory Availability Report
- Tour Park Profile Report
- Transactions by Operator Report
- Transaction Fee Report
- Un-Distributed Funds for Gift Card Report
- Unearned Revenue Report
- Usage by Site Report
- Usage by Site Type Report
- Vehicle Permits Report
- Visitor Demographics Report
- Voucher Balance Report
- Voucher Utilization Report
- Weekly Campers Report
- Weekly Park Visitation Report
- Will Call Report
- Yield Management by Site Report
- Yield Management Report



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

5. APPENDIX B – DRAFT PROJECT PLAN



| ID | Task Name | Duration | Work | Predecessors | Resource Names |
|----|-----------------------------------------------------------|----------|--------------|--------------|-----------------------------------------------------------------------------------------------------|
| 1 | NE Project Plan | 70 day | s 30.67 days | | |
| 2 | Nebraska Conversion | 70 day | s 30.67 days | | |
| 3 | Contract Award | 0 day | s 0 days | | |
| 4 | Implementation Project Planning | 12 day | s 11.5 days | | |
| 5 | Project Start | 0 day | s 0 days | 3SS+12 days | ActiveOutdoors Bus. Dev.[6%],ActiveOutdoors Exec.[6%],Client Project Team[8%] |
| 6 | Identification of Project Plan and Schedule | 5 day | s 2 days | 5 | ActiveOutdoors Professional Services Specialist[40%] |
| 7 | Review of Project Plan | 2 day | s 1 day | 6 | ActiveOutdoors Professional Services Specialist[25%],Client Project Team[25%] |
| 8 | Deliver Final Project Implementation Plan | 1 da | y 0.25 days | 7,21 | ActiveOutdoors Professional Services Specialist[14%],Client Project Team[11%] |
| 9 | Creation of Project Scope Document | 5 day | s 3 days | 5 | ActiveOutdoors Professional Services Specialist[30%] |
| 10 | Creation of Roles & Responsibilities Document | 5 day | s 2 days | 5 | ActiveOutdoors Professional Services Specialist[20%] |
| 11 | Location Hierarchy (Parks & Reporting)(if applicable) | 3 day | /s 0.25 days | 5FS+5 days | ActiveOutdoors Professional Services Specialist[8%] |
| 12 | Existing Reservations (initial estimate and data mapping) | 0 day | /s 0 days | 5 | ActiveOutdoors Professional Services Specialist[20%] |
| 13 | Initial Planning and Coordination Meeting | 5 day | s 2 days | : | |
| 14 | Review / Verification of Project Plan and Schedule | 5 day | ys 0.5 days | 8SS | ActiveOutdoors Professional Services Specialist[5%], Client Project Team[5%] |
| 15 | Identification of Project Teams (ACTIVE and State) | 1 da | ay 0.5 days | 8SS,14SS | ActiveOutdoors Professional Services Specialist[1%],Client Project Team[300%] |
| 16 | Reporting Requirements Specifications Collected | 5 da | ys 0.5 days | 8SS | ActiveOutdoors Professional Services Specialist[1%],Client Project Team[9%] |
| 17 | Hardware / Software Requirements Review | 5 da | ys 0.25 days | 8SS | ActiveOutdoors Professional Services Specialist[3%],Client Project Team[3%] |
| 18 | Telecommunication Requirements Review | 5 da | ys 0.25 days | 8SS | ActiveOutdoors Professional Services Specialist[3%], Client Project Team[3%] |
| 19 | Identify Reservation Cutoff Period at all Parks | 0 da | ys 0 days | 8SS | ActiveOutdoors Professional Services Specialist[2%],Client PM[1%],Client Services Manager[2%] |
| 20 | Internal Kick Off Meeting | 1 d: | ay 1 day | | |

| ID | Task Name | Duration | Work | Predecessors | Resource Names |
|----|------------------------------------------------------------------------------|----------|--------------|--------------|------------------------------------------------------------------------------------------------------------|
| 21 | Review / Verification of Project Plan & Schedule | 1 da | y 0.25 days | 7SS | ActiveOutdoors Professional Services Specialist[5%] |
| 22 | Review of Project Scope | 1 da | y 0.25 days | 788 | ActiveOutdoors Professional Services Specialist[5%] |
| 23 | Review Roles and Responsibilities Document | 1 da | y 0.5 days | 10SS+5 days | ActiveOutdoors Professional Services Specialist[10%] |
| 24 | Implementation Activities | 51 days | s 19.17 days | | |
| 25 | Client Hardware Requirements (if applicable for NEW locations) | 51 day | s 5.25 days | | |
| 26 | Review Hardware Requirements | 1 da | y 0.25 days | 17SS | ActiveOutdoors Network Admin[17%],ActiveOutdoors Professiona Services Specialist[17%],Client PM[17%] |
| 27 | Coordination of Purchasing / Delivery / Installation of Equipment | 20 day | s 5 days | 26FS+30 days | ActiveOutdoors Network Admin[13%],ActiveOutdoors Professiona Services Specialist[13%] |
| 28 | Client Software Requirements (if applicable for NEW locations) | 11 day | s 5.25 days | | |
| 29 | Review Software Requirements (O/S, Drivers etc) | 1 da | y 0.25 days | 17SS | ActiveOutdoors Professional Services Specialist[25%] |
| 30 | Coordination of Purchasing / Delivery / Installation of Software | 10 day | s 5 days | 29 | ActiveOutdoors Professional Services Specialist[50%] |
| 31 | Client Communications Setup | 45 day | s 8.67 days | | |
| 32 | Review Telecommunication Requirements (if applicable for NEW locations) | 15 day | s 2.67 days | | |
| 33 | Identification of User Setup Requirements | 5 day | s 0.67 days | 18SS | ActiveOutdoors Network Admin[13%] |
| 34 | Identification of ISP/Satellite Setup Requirements | 15 day | s 2 days | 18SS | ActiveOutdoors Network Admin[13%] |
| 35 | Coordination of Telecommunication Services (if applicable for NEW locations) | 40 day | s 6 days | | |
| 36 | User Setup | 15 day | /s 3 days | 33 | ActiveOutdoors Network Admin[10%] |
| 37 | ISP/Satellite Setup | | /s 3 days | 34 | Client Support[5%],ISP[5%] |
| 38 | Continue Camping Operations | 0 day | s 0 days | | |
| 39 | Field Operations | | /s 0 days | | |
| 40 | Call Center Operations | | ∕s 0 days | | |
| 41 | Central Office Operations | | /s 0 days | | |
| 42 | Finance Operations | | ∕s 0 days | | |
| 43 | Helpdesk/Inventory Operations | 0 day | ys 0 days | | |

| Task Name | | Duration | Work | Predecessors | Resource Names | And And Andrews |
|--------------|------------------------------------------------------|----------|----------|--------------|----------------|-----------------|
| Webs NE P | ite Operations (ReserveAmerica.com and rivate Label) | 0 day | s 0 days | | | |
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6. APPENDIX C – TERMS AND CONDITIONS



III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. Bidders must include completed Section III with their proposal response.

A. GENERAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | All | Bidder requests that the contract resulting from this Request for Proposal be Bidder's standard terms and conditions which are provided as a part of Bidder's Proposal, which Bidder agrees to negotiate in good faith in order that the contract governing the provision of the services accurately reflects the most recent intent of the parties. |

The contract resulting from this Request for Proposal shall incorporate the following documents:

- 1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
- 2. Contract Award and any attached Addenda;
- 3. The Request for Proposal form and the Contractor's Proposal, signed in ink
- 4. Amendments to RFP and any Questions and Answers; and
- **5.** The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| W | | | |

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:

http://das.nebraska.gov/materiel/purchasing.html

Grievance and protest procedure is available on the Internet at: http://das.nebraska.gov/materiel/purchase <a href="bureau/docs/vendors/protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protest/Protes

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

| Accept (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------------------------------------------------------|-----------------|
| MA | | |

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

| Accept (Initial) | Reject (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|-----------------|
| AC | | |

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Me | Bidder is providing a software as a service and is not developing any customized deliverables on behalf of the State. Bidder requests revision of this section to: (i) clarify that information and data developed or derived under the agreement shall be used for the State's internal business purposes and in compliance with applicable law; (ii) such data shall not include any confidential or proprietary information of Bidder; (iii) no license in or to any intellectual property of the Bidder shall be transferred to the State under this contract; and (iv) provide in the second paragraph that Contractor shall, "to its current knowledge," guarantee that is has full legal rights to the materials, supplies and equipment, and other rights or titles necessary to execute the contract. |

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from

patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

| Accept | Reject | Reject & Provide | NOTES/COMMENTS: | |
|-----------|-----------|-------------------------------------------|-----------------|--|
| (Initial) | (Initial) | Alternative within RFP Response (Initial) | • | |
| All | | | | |

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Sub-Contractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Sub-Contractor(s). The Contractor is also responsible for ensuring Sub-Contractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Sub-Contractor to commence work on any Sub-Contract until all similar insurance required of the Sub-Contractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

WORKERS' COMPENSATION INSURANCE

I. The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-Contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

III. The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Sub-Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for

property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Sub-Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter. **IV.**

V. The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Nonowned, and Hired vehicles.

VI.

e.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

SUBROGRATION WAIVER

Nebraska."

favor of the State of

19).

| | | KERS' COMPENSATION AND EMPLOYER | | |
|----|----------|-----------------------------------------|------------------|-----|
| a. | | | Υ | |
| | 1). | | Statutory | |
| | | Coverage B | #400 000 | |
| | | Bodily Injury by Accident | \$100,000 | |
| | | accident Redibylaium by Disease | ቀ ደሰስ ስለስ | |
| | • | Bodily Injury by Disease | \$500,000 | |
| | policy | | \$100,000 | |
| | | Bodily Injury by Disease employee | φ100,000 | |
| | 6). | mployee | | |
| b. | | IERCIAL GENERAL LIABILITY | | |
| υ. | 7). | | \$2,000,00 | 0 |
| | | Products/Completed Operations Aggregate | | |
| | 9). | | \$1,000,00 | |
| | • | e person | , ., , | |
| | - | Bodily Injury/Property Damage | \$1,000,00 | 0 |
| | • | currence | | |
| | 11). | Fire Damage | \$50,000 | any |
| | one fire | 9 | | |
| | 12). | Medical Payments | \$5,000 | any |
| | one pe | erson | | |
| | 13). | | | |
| C. | | IERCIAL AUTOMOBILE LIABILITY | | _ |
| | | Bodily Injury/Property Damage | \$1,000,00 | 0 |
| | | ned single limit | | |
| | 15). | ELLA/EVOEGO LIADULES/ | | |
| d. | | ELLA/EXCESS LIABILITY | #4 000 00 | ^ |
| | • | Over Primary Insurance | \$1,000,00 | U |
| | • | currence | | |
| | 17). | | | |

"Waiver of Subrogation on the Worker's Compensation in

20).

f. LIABILITY WAIVER

21). "The State of Nebraska, Certificate holder, is an additionally insured, primary &

22). noncontributory on the General Liability."

23).

4. EVIDENCE OF COVERAGE

VII. The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax) VIII.

IX. Administrative Services

X. State Purchasing Bureau

XI. 1526 K Street, Suite 130

XII. Lincoln, NE 68508

XIII.

XIV. These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

XV.

XVI. Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

XVII.

XVIII.

G. COOPERATION WITH OTHER CONTRACTORS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | AU | Bidder requests deletion of this section. Bidder's Proposal is based on the expectation that Bidder would be the sole provider of the services requested under the RFP. In addition, this provision could result in Bidder being in a position where Bidder would potentially have to share proprietary information or trade secrets with a direct competitor. |

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

| Accept (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------------------------------------------------------|-----------------|
| MZ | | |

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within | NOTES/COMMENTS: |
|---------------------|---------------------|-------------------------------------|-----------------|
| (| (| RFP Response (Initial) | |



Bidder requests the following sentence be added to the end of this section to clarify the definition of "Sub-Contractor" and "subcontracts": "The terms "Subcontractor(s)" or "subcontract" as used in herein do not include the general provision of services or utilities which are also provided to Contractors' other customers as well as the State."

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Sub-Contractor's services, the Sub-Contractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Sub-Contractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | MZ | Bidder requests the second and third paragraph be deleted as Bidder does not commit specific key personnel, rather the Bidder utilizes a team approach to accomplish successful implementation of projects of all sizes. This proven method helps us ensure adequate staff and capabilities are available for all tasks, specialists are available when needed and the team has experienced resources to meet all requirements. Bidder requests clarification to point number 3 to indicate that the "damages" are "damages to tangible property." |

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Sub-Contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Sub-Contractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Sub-Contractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

- 1. any and all employment taxes and/or other payroll withholding;
- any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- 3. damages incurred by Contractor's employees within the scope of their duties under the contract;
- 4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
- **5.** determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | M | Bidder requests revision of this Section to add the word "knowingly" after "Contractor shall not" and add the following sentence to clarify that this restriction does not include employees that respond to job postings made by the Bidder: "This prohibition shall not apply to any offers of employment which result from a general solicitation for employment, including without limitation, through the Internet, newspapers, magazines and radio." |

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

| Accept (Initial) | Reject (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|-----------------|
| DV | | |

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| My | / | | |

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| M | | | |

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

| Accept (Initial) | Reject (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|-----------------|
| Ma | | |

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | MC | Bidder requests revision to this section to provide that any such assignment shall be permissible to the extent Bidder's obligations are not increased and that any assignee agrees to be bound the by the terms and conditions of the contract. |

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | M | Bidder request revision of this Section to permit assignment under certain circumstances so long as the assignee can still perform the obligations of the Bidder under the contract: "Contractor may assign any of its rights or obligations under this contract (i) to an affiliate; (ii) the purchaser of all or substantially all of Contractor's assets or equity |

| Contractor that is the subject matter of this contract; provided that in ea | | securities related to the business of Contractor that is the subject matter of this contract or (iii) to any successor by way of merger, consolidation, or other corporate reorganization of Contractor related to the business of Contractor that is the subject matter of this contract; provided that in each case the assignee is adequately capitalized and can provide adequate assurances that it can perform the obligations under this contract." |
|-----------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|-----------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

| Accept (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| | Mh | Bidder requests deletion of this section in its entirety. Please see comments to Section A, above. |

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| | | M | Bidder requests the State of Delaware as neutral venue for governing law and any potential disputes between the parties. |

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------------------------------|
| | | MM | Bidder requests this section be mutual. |

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

| Accept (Initial) | Reject & Provide Alternative within RFP Response (Initial) | • |
|---------------------|---------------------------------------------------------------------|---|
| M | | |

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| M | | | |

The Contractor shall be responsible for the proper care and custody of any Stateowned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------|
| | | NY J | Bidder request that any rules and regulations be provided to Bidder in advance. |

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-Contractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

X. NOTIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| | | mc | Bidder requests deletion of the second and third sentences of the first paragraph as it conflicts with the notice requirements in paragraph "1". |

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

- 1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
- 2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | M | Bidder requests deletion of paragraph 2 of this section in its entirety and requests revision of paragraph 3 to delete sections 3(h) and (i) as these are not applicable to the services contemplated under the RFP. In regards to paragraph 2, Bidder agrees to negotiate this provision with the State to determine mutually agreeable terms. |

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

XIX.

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

XX.

3. The State may terminate the contract immediately for the following reasons:

XXI.

- **a.** if directed to do so by statute;
- b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable:
- i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or

j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | M | Bidder requests the following be added to the end of the second to last sentence of this section to provide for payment of any obligations that may have been incurred by the Bidder prior to any termination: "and all non-cancelable commitments entered into by Contractor on behalf of the County." |

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | 104/ | Bidder requests deletion of this section in its entirety and replacement with the follow provision with provides for mutual termination rights: "Either party may terminate the contract if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within thirty (30) days after receiving written notice thereof; and without limiting the foregoing, at the option of the Contractor if the State breaches its payment obligations, provided that the right of termination will be in addition to all other rights and remedies available to the parties for breach or default by the other. If either party should materially default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under the agreement, without liability, until the other party's default is remedied, provided however that the State will not be permitted to suspend its obligation to make any payments due that are unrelated to any default alleged against the Contractor." |

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days

(or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Me | Bidder requests that this section be deleted in its entirety. Bidder is providing a software as a service and will not be creating customized deliverables under the contract. |

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION - CONTRACT TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | MI | Bidder requests deletion of these provisions as Bidder is providing a software as a service of which no ownership rights shall transfer to the State. In addition, the State shall have access to all data throughout the term of the contract which will be made available to the State at all times up to the date of termination. |

- 1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
- 2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

DD. PENALTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| | | MU | Bidder requests deletion of this section in its entirety and requests that any penalties be mutually agreed upon the parties upon successful award. |

Contractor shall restore the functionality of the State Park Reservation System within two (2) hours during peak usage periods which are 7 a.m. to 7 p.m. Central Time each day April 15th through October 15th, and within three (3) hours during off peak usage periods. For more than two (2) occurrences of interruption of more than two (2) hours or a total of four (4) hours of interruption during peak usage periods in a calendar month, the penalty will be imposed beginning the first hour of the next interruption. For more than two (2) occurrences of interruption of more than three (3) hours or a total of six (6) hours of interruption during off-peak usage periods in a calendar month, the penalty will be imposed beginning the first hour of the next interruption.

In the event the interruption of the State Park Reservation System is attributable to a defect due to the acts of omission or negligence of Contractor, Contractor shall pay a penalty of two thousand dollars (\$2,000) per hour for each hour the State Park Reservation System is not fully functional after the time periods set out above; if, however the State determines such non-functionality is caused by reasons other than the acts or negligence of Contractor, Contractor shall not be subject to this penalty.

The State Park Reservation System must provide immediate response to user input. Continued delays in response time shall be considered an interruption in service and subject to penalty as described above.

The determination of loss of functionality shall be made by the State and such determination shall be final.

In the event that the State Park Reservation System allows a reservation double-booking of any facility, the contractor will refund all fees and charges to the guests affected, and return three (3) times this amount to Nebraska Game and Parks Commission (NGPC). Reservation double-booking means accepting more than one reservation for a specific facility with overlapping stays, no matter which channel or where the reservations were made.

In the event that the State Park Reservation System loses a reservation, the contractor will refund all fees and charges to the guests affected, and return three (3) times this amount to NGPC. A reservation is lost or missing when it could not be found in the State Park Reservation System at least by arrival day and can be substantiated by evidence, such as a confirmation notice or reservation number, and reviewed by NGPC Project Manager and Contractor.

Failure by the State Park Reservation System to enforce the Reservation System Business Rules, as outlined in Appendix B within this RFP, will result in a fine of \$100 per occurrence.

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated.

If any of the performance standards were not attained, based on review of the required monthly performance standard reports, the contractor will be assessed penalties as outlined above. The NGPC Project Manager will meet with the contractor's Project Manager, if necessary, to determine whether those standards

were met and if any corrective action is needed when they were not met. Any penalty is assessed against that month's contractor's invoice.

EE. FORCE MAJEURE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | M | Bidder requests revision of this section with the following to provide for an equitable Force Majeure clause, which excuses both parties from liability in the case of such an event and does not place an undue burden on the affected party to show the need for relief: "Dates or times by which either party is required to perform under this contract, excepting the payment of any fees or charges due hereunder, will be postponed automatically to the extent that any party is prevented from meeting them by causes beyond its reasonable control, provided such party promptly notifies the other thereof and makes reasonable efforts to perform." |

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| | | M | Bidder requests revision of this section to align with payment terms mutually agreed upon by the parties. |

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| | | M | Bidder requests revision of this section to align with payment terms mutually agreed upon by the parties. |

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the

Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| | | Ma | Bidder requests revision of this section to align with payment terms mutually agreed upon by the parties. |

Invoices for payments should be submitted by the contractor to the Nebraska Game and Parks Commission via mail and email in a sortable Excel Spreadsheet (2200 N. 33rd Street, Lincoln, NE 68503 and to an email address to be determined) requesting payment for services with sufficient detail to support the payment. The fields required are:

- 1. Park
- 2. Sales Channel (Call Center, Field, Web)
- **3.** Transaction Group (Cancellation, Reservation, Transfer)
- 4. Account
- 5. Order Number
- 6. Customer
- 7. Transaction Type (Reservation, Transfer Same Facility Diff Value, Change Dates, Extend Stay Leave Later, Cancellation, Extend Stay Arrive Earlier, etc...)
- 8. Fee Schedule
- 9. Schedule Price (USD)

The invoice should show the totals for each of the Sales Channels by Transaction Group, and a Grand Total. The invoice should only be for a one calendar month period.

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

II. RIGHT TO AUDIT

| Accept | Reject | Reject & Provide | NOTES/COMMENTS: |
|-----------|-----------|--------------------|-----------------|
| (Initial) | (Initial) | Alternative within | |

| RFP Response | |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (Initial) | |
| (bW | Bidder requests revision of this section in its entirety to clarify the State's ability to audit the books and records of the Bidder as they relate to this contract: "Contractor will maintain complete and accurate records relating to Contractor's performance under this agreement. During the term of this agreement and for a period of two (2) years following termination hereof, the State or its designated agent will, during Contractor's normal business hours, not more than once per calendar year, have reasonable access and the right to examine such books, documents, and records for the sole purpose of verifying the accuracy of invoicing under this contract and/or Contractor's compliance with its confidentiality and security obligations hereunder. All such information examined or obtained in connection with an audit shall constitute Contractor's Confidential Information and may only be used for the purpose described above. As a condition of such audit, the State agrees to provide reasonable advance written notice to Contractor. Notwithstanding the foregoing, the State shall not be entitled to examine any legally privileged or highly sensitive information of Contractor, such as budgeting models and methodologies, information about compensation to employees and contractors, trade secrets, and information belonging to third parties which Contractor is required to keep confidential." |

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Sub-Contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Sub-Contractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements

formed between the Contractor and any Sub-Contractors to the extent that those sub-contracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

JJ. TAXES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| M | | | |

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

KK. INSPECTION AND APPROVAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | M | Bidder requests deletion of this section in its entirety. Bidder is offering a software as a service and a provision describing acceptance and inspection is not applicable to the anticipated offering of the Bidder. |

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Sub-Contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

LL. CHANGES IN SCOPE/CHANGE ORDERS

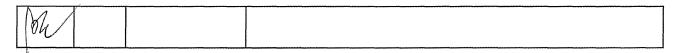
| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | m | Bidder is providing its proposal based on the specifications provided in the RFP and requests the ability to review and negotiate any potential changes to the scope or terms of the contract. Bidder requests revision of this section to provide for mutual written consent in the event a change is needed to the contract: "This contract may not be modified or altered except by written instrument duly executed by both parties." |

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

MM. SEVERABILITY

| Accept | Reject | Reject & Provide | NOTES/COMMENTS: |
|-----------|-----------|------------------------|-----------------|
| (Initial) | (Initial) | Alternative within | |
| | | RFP Response (Initial) | |



If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

NN. CONFIDENTIALITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | M | Bidder requests that the protection of confidential information extend to both parties. Bidder proposes the following revisions: "In the performance of or otherwise in connection with this Agreement, one party ("Disclosing Party") may disclose to the other party ("Receiving Party") certain Confidential Information of the Disclosing Party. "Confidential Information" means any information of either party, which is not generally known to the public, whether of a technical, business or other nature (including, but not necessarily limited to: trade secrets, know how, computer program source codes, and information relating to the clients, business plans, promotional and marketing activities, finances and other business affairs of such party); provided that the same is conspicuously marked or otherwise identified as confidential or proprietary information prior to, upon or promptly after receipt by the other party; and provided further that the any software or software application server source code provided by Contractor or its licensors shall be deemed to constitute Confidential Information without further designation by Contractor. The Receiving Party will treat such Confidential Information as confidential Information solely for the purposes for which it is provided by the Disclosing Party and will not disclose such Confidential Information to any third party (other than a third party under contract whereby that third party has agreed in writing to keep the Confidential Information to any third party (other than a third party under contract whereby that third party has agreed in writing to keep the Confidential Information to any (i) use or disclosure of any information pursuant to the exercise of the Receiving Party's rights under this Agreement; (ii) information that is now or later becomes publicly available through no fault of the Receiving Party; (ivi) information that is obtained by the Receiving Party (e.g., without reference to any Confidential Information); (v) any disclosure required by applicable law (e |

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

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

OO. PROPRIETARY INFORMATION

| Accept (Initial) | Reject (Initial) | Alternative within | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------|-----------------|
| | / | RFP Response (Initial) | |
| M | | | |

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and

meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| M | | | |

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ. STATEMENT OF NON-COLLUSION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| WV | | | |

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP.

Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

RR. PRICES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|---------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | hW/ | Bidder requests revision of this section with the following language to allow for Bidder to increase pricing in certain situations: "In cases where Contractor's banking or financial partners or similar service providers impose changes in processing costs payable by Contractor, Contractor reserves the right to modify fees to reflect such changes. Contractor further reserves the right to modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%)." |

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

SS. BEST AND FINAL OFFER

| Accept | Reject | Reject & Provide NOTES/COMMENTS: |
|-----------|-----------|----------------------------------|
| (Initial) | (Initial) | Alternative within |
| | | RFP Response |
| | | (Initial) |

| 1 1/7 / 1 | | | |
|-----------|----------|--|---|
| N(9) | | | |
| | | | 1 |
| | <u> </u> | | |

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

| Accept (Initial) | Reject (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|-----------------|
| Mu/ | | |

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

UU. INDEMNIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | WW | Bidder requests revision of this section to clarify the parties' indemnification obligations with the following language: "1. GENERAL. The Contractor agrees to defend, indemnify, hold, and |

save harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("Claims"), sustained or asserted against the State, to the extent arising out of the willful misconduct or gross negligence of the Contractor. employees. Sub-Contractors, consultants. representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which contributed to the claims.

2. INTELLECTUAL PROPERTY. The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such Claims arise out of the actual infringement or misappropriation of any United States patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-Contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. If any Claim that Contractor is obligated to defend, settle, and pay damages to State under this subsection 2 has occurred or, in Contractor's opinion, is likely to occur, Contractor may, at its option and expense either (1) obtain for State the right to continue to use the applicable intellectual property, (2) replace or modify the intellectual property so it becomes non-infringing, without materially adversely affecting the intellectual property specified functionality, or (3) if (1) or (2) are not readily available after using reasonable commercial efforts or, if neither of the foregoing options is commercially reasonable, refund a prorata portion of the fees paid by State based on its lost use and terminate this contract. Contractor shall not be obligated to defend, settle, or pay damages for any Claims to the extent based on: (x) any State or third party intellectual property or software incorporated in or combined with the intellectual property where in the absence of such incorporated or combined item, there would not have been infringement, but excluding any third party software or intellectual property incorporated into the intellectual property at Contractor's discretion; (y) intellectual property that has been altered or modified by State, by any third party or by Contractor at the request of State (where Contractor had no discretion as to the implementation of modifications to the intellectual property or documentation directed by State), where in the absence of such alteration or modification the intellectual property would not be infringing; or (z) use of any version of the Software with respect to which Contractor has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch or fix.

3. Indemnification Claims Procedure. Contractors obligations under this Section are conditioned upon (1) prompt written notice of the existence of a Claim, provided that a failure of prompt notification shall not relieve the Indemnifying Party of liability hereunder except to the extent that defenses to such Claim are materially impaired by such failure of prompt notification; (2) sole control over the defense or settlement of such Claim by the Indemnifying Party; and (3) the provision of assistance by the Indemnified Party at the Indemnifying Party's request to the extent

reasonably necessary for the defense of such Claim.

4. For the purposes of this Section UU, reference to Contractor shall also include its suppliers and licensors.

5. Notwithstanding the foregoing, State shall not be bound by the terms

of this Section UU to the extent precluded by applicable law (e.g., sovereign immunity of a governmental entity).

IN NO EVENT WILL CONTRACTOR BE LIABLE TO STATE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR TO THE STATE AND ALL OTHER PARTIES IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY STATE TO CONTRACTOR AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE."

1. GENERAL

XXII. The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub-Contractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

XXIII.

2. INTELLECTUAL PROPERTY

XXIV. The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-Contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

XXV.

XXVI. If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide

the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP. **XXVII.**

PERSONNEL

XXVIII. The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

XXIX.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

| Accept (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------------------------------------------------------|-----------------|
| m | | |

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

WW. ANTITRUST

| Accept | | | NOTES/COMMENTS: | 3 4 A | A | |
|-----------|-----------|-------------------------------------------|-------------------|-------|------|--|
| (Initial) | (Initial) | Alternative within RFP Response (Initial) | government of the | | .ee. | |
| MW | | | | | | |

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. DISASTER RECOVERY/BACK UP PLAN

| Accept (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------------------------------------------------------|-----------------|
| M | | |

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

YY. TIME IS OF THE ESSENCE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| | | MV | Bidder requests revision of this section to provide that Bidder shall not be responsible for delays caused by the State or another third party. |

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

ZZ. RECYCLING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| MW | | | |

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

AAA. DRUG POLICY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| me | | | |

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

BBB. EMPLOYEE WORK ELIGIBILITY STATUS

| Accept (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------------------------------------------------------|-----------------|
| My | | |

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

 The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| 1897 | | | |

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all sub-contracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

DDD. POLITICAL SUB-DIVISIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| Mil | | | |

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

EEE. OFFICE OF PUBLIC COUNSEL

| - 1 | Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: | |
|-----|---------------------|---------------------|---------------------------------------------------------------------|-----------------|--|
| | W | | | | |

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

FFF. LONG-TERM CARE OMBUDSMAN

| Accept (Initial) | Reject (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|-----------------|
| M | | |

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

GGG. LICENSE/SERVICE OR OTHER AGREEMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | M | Contractor requests that contract negotiations begin with Contractor's standard terms and conditions, a sample copy of which is attached to this proposal. The alternatives proposed in these terms and conditions are representative of, but are not limited to, issues that Contractor would seek to work with the State to better understand, clarify, include and/or modify in any resulting contract. Contractor is confident that through these discussions the parties can reach agreement on these issues in a timely and efficient manner as we have done previously in similar contracts with other similarly situated customers. |

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the

State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

Nebraska Game and Parks Commission State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

APPENDIX D – CERTIFICATE OF INSURANCE





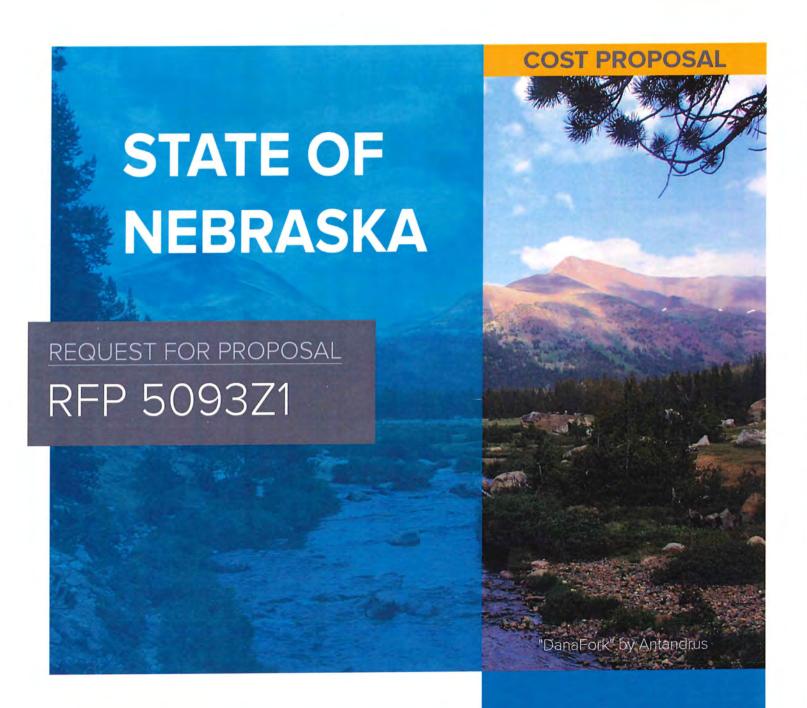
CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

8/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT PRODUCER Lockton Insurance Brokers, LLC PHONE (A/C, No. Ext): E-MAIL CA License #OF15767 Two Embarcadero Center, Suite 1700 ADDRESS: San Francisco CA 94111 INSURER(S) AFFORDING COVERAGE NAIC# (415) 568-4000 20478 INSURER A: National Fire Insurance Co of Hartford INSURED INSURER B: The Continental Insurance Company 35289 ACTIVE Network, Inc. 1400985 717 North Harwood St., Suite 2500 INSURER C : Dallas TX 75201 INSURER D : **INSURER E:** INSURER F : COVERAGES 1084882 **CERTIFICATE NUMBER:** 13634664 **REVISION NUMBER:** XXXXXXXTHIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY X \$ 1,000,000 EACH OCCURRENCE Α 6016940273 6/1/2015 6/1/2016 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$ 1,000,000 Host Liquor Liab. \$ 15,000 MED EXP (Any one person) Included PERSONAL & ADV INJURY \$ 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: \$ 2,000,000 GENERAL AGGREGATE X POLICY \$ 2,000,000 PRODUCTS - COMP/OP AGG OTHER: OMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** 6016940239 6/1/2015 6/1/2016 (Ea accident) N \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXX X ANY AUTO ALL OWNED AUTOS SCHEDULED **BODILY INJURY (Per accident)** \$ XXXXXXX AUTOS NON-OWNED PROPERTY DAMAGE \$ XXXXXXX HIRED AUTOS **AUTOS** \$ XXXXXXX Comp \$500 Coll \$500 **UMBRELLA LIAB** X \$ 1,000,000 OCCUR N 6016940287 6/1/2015 6/1/2016 **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ 1,000,000 RETENTION \$ DED \$ XXXXXXX WORKERS COMPENSATION X STATUTE 6016940256 6/1/2015 6/1/2016 AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ 1,000,000 N/A N (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: State of Nebraska is included as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. **CERTIFICATE HOLDER CANCELLATION** See Attachments 13634664 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE State of Nebraska THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Attn: Administrative Services State Purchasing Bureau 1526 K Street, Suite 130 AUTHORIZED REPR Lincoln NE 68508 Grand III. Ca



ACTIVE Network, LLC

717 N. Harwood Street | Suite Dallas, TX 75201 T: 888.543.7223 www.ACTIVEnetwork.com





717 N. Harwood Street | Suite 2500 Dallas, TX | 75201 T: 888.543.7223 www.ACTIVEnetwork.com

October 1, 2015

Attn: Nancy Storant/Connie Heinrichs State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508

RE: RFP 5093Z1 for a State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System for the Nebraska Game and Parks Commission

Dear Ms. Storant, Ms. Heinrichs, and Members of the Evaluation Team:

On behalf of ACTIVE Network, LLC, (ACTIVE), I want to first extend my thank you to you for being a long-term customer. Since 2007, the State of Nebraska and ACTIVE have forged a solid foundation to provide a trusted, high quality service to the public. While we are proud of what we have accomplished, we are making new investments into our platform to move the industry to the next level.

We have invested a vast number of resources to cultivate partnerships with state, local, and Federal agencies to forecast where the industry is heading. A renewed partnership allows you to continue to take advantage of the full power of our products and upcoming innovations. We are designing and building groundbreaking ways to engage customers throughout the lifecycle of their activity. More engagement allows you to have more contact with customers than ever before, which will result in opportunities for increasing revenue per night, as well as per customer (through consumer good upsells).

ACTIVE has the proven ability to provide the elements you seek in a vendor for the life of the contract. We know that a shortened process makes it difficult to vet the deep layers of functionality that you require today, but we will attempt to outline this in our proposal.

The attached proposal details the combined capabilities, experience, resources, and solution that ACTIVE – and no other provider in the industry – can offer as you transition to a new contract resulting from this RFP. ACTIVE acknowledges receipt of Addendum 1, 2, and 3.

For questions and further communications regarding our response, please contact Senior Account Executive Dave Green at 416-476-6118 or <u>David.Green@ACTIVEnetwork.com</u>.

It is our privilege to have worked with NGPC since 2007, and we look forward to continuing and expanding our relationship if awarded this opportunity.

Sincetely,

Gary Evans, General Manager, Outdoors Email: Gary.Evans@ACTIVEnetwork.com

Phone: (518) 577-4822



ATTACHMENT B COST PROPOSAL RFP Number 5093Z1

The State, for the purposes of figuring cost, will use the quantities shown below, based on park data from 2014, in order to equitably compare pricing. The Nebraska Game and Parks Commission (NGPC) will pay the contractor a transaction fee for the actual number of reservations, changes, and cancellations for each term of the contract period.

Bidders shall provide their proposed transaction fees below. The fees must be based on a per reservation/change/cancel basis, with no fee for registrations made at the Park Office without an advance reservation. The fees must be guaranteed for the initial five (5) year contract period. At renewal time, rates may increase by no more than 3%.

FIRM: ACTIVE Network

| Reservation/Change/Cancel Transaction Fee | Estimated Reservation Quantity Per Year | Initial Contract Period Transaction Fee* (see note) | Total Cost Per Year | |
|----------------------------------------------|--------------------------------------------------|-----------------------------------------------------------|------------------------|--|
| Make a reservation at the Call Center | 3,503 | \$3.75 | \$13,136.25 | |
| Make a reservation on the Internet | 32,525 | \$8.50 | \$276,462.50 | |
| Make a reservation at the Park Office | 13,364 | \$5.50 | \$73,502.00 | |
| Make a change to a reservation * | 4,878* | \$3.75 after free first change per reservation | \$18,292.50 | |
| Cancel a reservation * | 3,946* | \$3.75 | \$14,797.50 | |
| Registration made at Park Office | 56,022 | No Charge | No Charge | |
| Total Cost | | | \$396,190.75 | |

^{*} Figures for changes and cancellations are for the period April 2014 through February 2015.

ACTIVE agrees to reduce reservation fees by \$.50 and cancel/change fees by \$.25 if Nebraska agrees to reach reservable inventory levels of 75%. ACTIVE will also pro-rate reductions in reservation/cancel/change fees if Nebraska reaches reservable inventory levels of 62.5%, as well. In addition, the first reservation change is free.



Nebraska Game and Parks Commission

| Reservation/Change/Cancel Transaction Fee | Optional Renewal Year One Transaction Fee^ | Optional Renewal Year Two Transaction Fee^ | Optional Renewal Year Three Transaction Fee^ |
|----------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------|
| Make a reservation at the Call Center | \$3.75 | \$3.75 | \$3.75 |
| Make a reservation on the Internet | \$8.50 | \$8.50 | \$8.50 |
| Make a reservation at the Park Office | \$5.50 | \$5.50 | \$5.50 |
| Make a change to a reservation * | \$3.75 | \$3.75 | \$3.75 |
| Cancel a reservation * | \$3.75 | \$3.75 | \$3.75 |
| Registration made at Park Office | No Charge | No Charge | No Charge |

ACTIVE agrees to reduce reservation fees by \$.50 and cancel/change fees by \$.25 if Nebraska agrees to reach reservable inventory levels of 75%. ACTIVE will also pro-rate reductions in reservation/cancel/change fees if Nebraska reaches reservable inventory levels of 62.5%, as well. In addition, the first reservation change is free.

Optional Hardware Costs

The bidder should provide costs for any additional supplemental or specialized hardware/equipment that NGPC might need to purchase if more than eight (8) are needed annually. Please provide a list of the supplemental or specialized hardware needed, including cost per item. At renewal time, rates may increase by no more than 3%.

| 2 | | Initial | Optional | Optional | Optional |
|-----------------------------|-------------------------------|----------------------------------------|----------|----------|----------|
| Supplemental or Specialized | Specification (if applicable) | Contract Period Cost per unit | Renewal | Renewal | Renewal |
| Hardware/Equipment Pricing | | | Year | Year | Year |
| Spreadsheet | | | One | Two | Three |
| Spreadsneet | | | Cost per | Cost per | Cost per |
| | | | Unit | Unit | Unit |
| Thermal Receipt Printer | | \$350.00 | \$350.00 | \$350.00 | \$350.00 |
| Cash Drawer | | \$150.00 | \$150.00 | \$150.00 | \$150.00 |
| Credit Card Swipe | | \$350.00 | \$350.00 | \$350.00 | \$350.00 |
| Bar Code Scanner | | \$227.82 | \$227.82 | \$227.82 | \$227.82 |
| Other (specify) | Tablet | \$995.45 | \$995.45 | \$995.45 | \$995.45 |



State Park Reservation/Registration, Group Event Planning, Sales and Revenue Management System RFP 5093Z1

Optional Service Cost

Provide the hourly rate for additional consulting services for new time and materials projects that fall within the scope of this RFP that might be requested by the Commission. There is no guarantee regarding the number of hours that might be used.

The bidder must list each role/title and provide an hourly rate. All travel expenses must be included in the rate. These rates are fixed for the initial term of the contract. At renewal time, rates may increase by no more than 3%.

| | Pricing Spreadsheet for Additional Services Role/Title | Initial Contract Period Hourly Rate | Optional Renewal Year One Hourly Rate | Optional Renewal Year Two Hourly Rate | Optional Renewal Year Three Hourly Rate |
|----|--------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------|---------------------------------------------------|--------------------------------------------------|
| 1. | Project Manager | \$125 | \$128 | \$130 | \$133 |
| 2. | Trainer | \$165 | \$168 | \$172 | \$175 |
| 3. | Business Analyst | \$150 | \$152 | \$156 | \$159 |
| 4. | Product Manager | \$200 | \$204 | \$208 | \$212 |
| 5. | Developer | \$350 | \$357 | \$364 | \$372 |

| FIRM: | ACTIVE Network | |
|-------|-----------------------|--|
| | | |





ADDENDUM FIVE REVISED SCHEDULE OF EVENTS

DATE: October 29, 2015

TO: All Vendors

FROM: Nancy Storant/Connie Heinrichs, Buyers

State Purchasing Bureau

RE: RFP Number 5093 Z1

SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

| | ACTIVITY | DATE/TIME |
|----|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| 7 | "Oral Interviews/Presentations and/or Demonstrations" (if required) | TBD |
| 8 | Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html | October 9, 2015 October 19, 2015 October 29, 2015 TBD |
| 9 | Contract finalization period | October 13, 2015 through November 3, 2015 October 20, 2015 through November 10, 2015 October 30, 2015 through November 30, 2015 TBD |
| 10 | Contract award | November 4, 2015 November 12, 2015 December 1, 2015 TBD |
| 11 | Contractor start date | TBD |



ADDENDUM FOUR REVISED SCHEDULE OF EVENTS

DATE: October 9, 2015

TO: All Vendors

FROM: Nancy Storant/Connie Heinrichs, Buyers

State Purchasing Bureau

RE: RFP Number 5093 Z1

SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

| | ACTIVITY | DATE/TIME |
|----|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 6 | Evaluation period | September 16, 2015 thru September 25, 2015 October 5, 2015 through |
| | | October 16, 2015 October 26, 2015 |
| 7 | "Oral Interviews/Presentations and/or Demonstrations" (if required) | TBD |
| 8 | Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html | October 9, 2015 October 19, 2015 October 29, 2015 |
| 9 | Contract finalization period | October 13, 2015 through November 3, 2015 October 20, 2015 through November 10, 2015 October 30, 2015 through November 30, 2015 |
| 10 | Contract award | November 4, 2015 November 12, 2015 December 1, 2015 |
| 11 | Contractor start date | TBD |



ADDENDUM THREE REVISED SCHEDULE OF EVENTS

DATE: September 10, 2015

TO: All Vendors

FROM: Nancy Storant/Connie Heinrichs, Buyers

State Purchasing Bureau

RE: RFP Number 5093 Z1

SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

| | ACTIVITY | DATE/TIME |
|----|---------------------------------------------------------------------|--------------------------|
| 4 | Proposal opening | September 14, 2015 |
| | Location: State Purchasing Bureau | October 1, 2015 |
| | 1526 K Street, Suite 130 | 2:00 PM |
| | Lincoln, NE 68508 | Central Time |
| 5 | Review for conformance of mandatory requirements | September 14, 2015 |
| | | October 1, 2015 |
| 6 | Evaluation period | September 16, 2015 thru |
| | | September 25, 2015 |
| | | October 5, 2015 through |
| | | October 16, 2015 |
| 7 | "Oral Interviews/Presentations and/or Demonstrations" (if required) | TBD |
| 8 | Post "Letter of Intent to Contract" to Internet at: | October 9, 2015 |
| | http://das.nebraska.gov/materiel/purchasing.html | October 19, 2015 |
| 9 | Contract finalization period | October 13, 2015 through |
| | · | November 3, 2015 |
| | | October 20, 2015 through |
| | | November 10, 2015 |
| 10 | Contract award | November 4, 2015 |
| | | November 12, 2015 |
| 11 | Contractor start date | TBD |



ADDENDUM TWO QUESTIONS and ANSWERS

Date: September 3, 2015

To: All Bidders

From: Nancy Storant/Connie Heinrichs, Buyers

AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5093 Z1

to be opened September 14, 2015 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

| | QUESTIONS | ANSWERS |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Section I, p. 1 This section indicates that "Any resulting contract is not an exclusive contract to furnish the services provided does not preclude the purchase of similar services from other sources". Please clarify the circumstances under which the State would procure similar services from an alternative vendor and the potential impact to transaction volumes defined in the RFP. | Please see Section IV.A. "NGPC intends to award to a single contractor to provide, operate, and support such a customized website and State Park Reservation System." |
| 2. | Section K, p. 5 Please clarify the specific weighting or maximum points associated with each of the specific evaluation criteria. | The Evaluation Criteria will be posted on the State Purchasing Bureau website following the RFP opening. |

| | OHESTIONS | ANSWERS |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | QUESTIONS | 7 2 2 |
| 3. | Section DD, p. 24 Please clarify the criteria to be used by the State in determining the loss of functionality. | Section DD page 24; Loss of functionality is 'the interruption of the State Park Reservation System attributable to a defect due to the acts of omission or negligence of Contractor.' |
| 4. | Section XX, p. 34 Please clarify whether the Disaster Recovery/Backup Plan is to be submitted with the proposal or if this requirement will be met post contract award. | Please see Section III.XX "The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster." Bidder should respond to Attachment A, RTM-13. |
| 5. | Section IV D., p. 40 Please confirm whether the state is requiring an output file that will be uploaded into the State's financial system. If so please provide the specific data fields required in that file. | Yes, files will be created to be sent to the State's accounting system but no other State Systems will be directly or indirectly affected. The file will contain the following data fields:: G/L Account Number (Alias ANI): 29 bytes left justified – alphanumeric Payment Amount (Alias PAAP): 15 bytes with two decimal places – numeric Remark (Alias RMK): 30 bytes string - alphanumeric left justified SBL Type (Alias SBLT): 1 byte - alphanumeric Sub Leger (Alias SBL): 8 bytes string - alphanumeric |
| 6. | Section IV H., p. 47 "Within ten (10) business days after the contract is awarded the contractor shall provide a full Project Management Plan." Please clarify whether the vendor is required to include a project management plan in their response to the RFP in order for NGPC to determine the vendor's understanding of the tasks involved in this project. | Section IV. H. Project Planning and Management states "Within ten (10) business days after the contract is awarded, the contractor shall provide a full Project Management Plan." Please also see Attachment A, RTM-21 through RTM-27 indicating the "Bidder should" |

| | QUESTIONS | ANSWERS |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7. | Section IV L. p. 51 Please clarify whether the Transition Plan is to be submitted with the proposal or if this requirement will be met post contract award. | The requirement relating to Section IV, L. is in relation to contractor, as referenced. However, please see Attachment A, RTM-28, an initial plan should be provided with the RFP response. The contractor will have 90 days, from date of award, to provide the Transition Plan. |
| 8. | Section V h., p. 56 Please clarify whether the vendor is to provide a summary list of all projects and a narrative for three that will be used in evaluating the vendor's response or is the vendor required to provide a narrative for all projects and NGPC will determine which three projects will be used in the evaluation? | Please see Section V.A.2.h 'The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.' |
| 9. | Section IV – E5 – Payment and Credit Card Processing, p. 43 Identify the Payment Processor and/or interface for the State of Nebraska's Merchant Credit Card Processing Service. | The State uses US Bancorp Merchant Processor Elavon Inc. as their Merchant Credit Card Processing Service. Please click the following link to view State contract #66533 O4 http://das.nebraska.gov/materiel/purchasing/c ontracts/pdfs/66533(o4)awd.pdf |
| 10. | Section IV – F3 – Internet Connectivity, p. 45 Provide the types of internet connectivity at the park offices and the NGPC's administrative offices. | Internet types include DSL, Cable, Satellite and Fiber hardwired connectivity. Internet speed ranges from a minimum speed of 1.5/256k at some smaller park locations to a high speed of 100MB Ethernet Service at the NGPC administrative office. |
| 11. | Section IV – Project Description and Scope of Work, p. 38 Does Section IV require its own response in addition to Section V which includes Attachment A. Many subsections of Section IV are included in Attachment A. If so where does it fit into the Proposal layout described in Section V. | No additional responses are required in Section IV; however, the bidder should provide their best solution to the requirements relating to this RFP, inclusive of all Sections. Please see revision to Section V.A.3.a as noted below. |

Section V.A.3.a is hereby replaced and superseded in its entirety with:

3. **TECHNICAL APPROACH**

The technical approach section of the Technical Proposal should consist of the following:

- **a.** Bidder should respond to each item in Attachment A, Requirements Traceability Matrix, using Attachment A for the responses.
- **b.** Bidder may include in their technical approach response any additional information relating to deliverables and requirements of the RFP.



ADDENDUM ONE REVISED SCHEDULE OF EVENTS

DATE: September 2, 2015

TO: All Vendors

FROM: Nancy Storant/Connie Heinrichs, Buyers

State Purchasing Bureau

RE: RFP Number 5093 Z1

SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

| | ACTIVITY | DATE/TIME |
|---|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| 3 | State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted | September 2, 2015 |
| | to the Internet at http://das.nebraska.gov/materiel/purchasing.html | September 3, 2015 |
| 4 | Proposal opening Location: State Purchasing Bureau | |
| | 1526 K Street, Suite 130 Lincoln, NE 68508 | September 14, 2015 |
| | LITICOITI, INE 00000 | 2:00 PM |
| | | Central Time |
| 5 | Review for conformance of mandatory requirements | September 14, 2015 |
| 6 | Evaluation period | September 16, 2015 thru September 25, 2015 |
| 7 | "Oral Interviews/Presentations and/or Demonstrations" (if required) | TBD |
| 8 | Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html | October 9, 2015 |
| 9 | Contract finalization period | October 13, 2015 through November 3, 2015 |

| | ACTIVITY | DATE/TIME |
|----|-----------------------|------------------|
| 10 | Contract award | November 4, 2015 |
| 11 | Contractor start date | TBD |

APPENDIX D

Minimum Required Fields

The Guest Profile shall include the following fields:

- First Name
- Last Name
- Street Address
- City
- State
- Zip Code
- Day Phone
- Evening Phone
- Email
- Foreign Address (when applicable)
- Red Flag Indicator
- Comment/reason for the Red Flag indication

The Group Profile shall include the following fields;

- Group Number (unique number assigned to the group profile)
- Group Name
- Group Address (City State and Zip Code)
- Office Phone
- Cell Phone
- Email
- Contact Name
- Red Flag Indicator
- Comment/reason for the Red Flag indication

Each registration form shall contain the following fields:

- Park Name and Address where reservation is held
- Reservation Number
- Arrival Date
- Departure Date
- Unit Number/Name
- Unit Type
- Amount Paid
- Amount Due
- Guest Name and Address

Each confirmation shall have the following fields:

- Public Website Address
- Park Name and Address where reservation is held
- Reservation Number
- Arrival Date
- Departure Date
- Unit Number/Name
- Unit Type
- Amount Paid

- Method of Payment
- Amount Due
- Amount Due By Date
- Guest Name and Address

A voucher for credit to a guest or group shall include the following fields;

- Payment Date
- Payee Name and Address
- Amount:
- Description of Material/Service
- Total (all vendor invoices, before any discount)
- Accounting Distribution (Business Unit, Object, Subledger).
- For Department Use
- For Department Use, Approval By
- For Department Use, Date Approved.

When viewing a reservation with an arrival date in the future the following fields must be displayed:

- Reservation Number
- Order ID number
- Guest Profile Information
- Unit(s) Reserved
- Arrival and Departure Dates
- Check-in and Check-out times
- Name of staff/user who made reservation
- Amount Paid
- Amount Due
- Reservation Date
- Comments

When viewing a reservation with a current or past arrival date or for a reservation that was cancelled the following fields must be displayed in addition to those above:

- History of all Financial Transactions:
- Accounts Receivable on the reservation
- Change(s)
- Date(s) of Change(s)
- Cancellation Date(s)
- Event Number (for a group reservation)

For each individual unit in the System's database the following fields must be stored and viewable.

For Campsites:

- Fee
- Campsite Name/Number
- Check-In/Out Time
- Pad Length
- Paved or Gravel
- Shaded Site
- Pull Through Site
- Slide-Outs Usable
- Access for the Disabled
- Picnic Table and Grill
- River/Creek Site
- Lake Shoreline Site
- Distance from Shoreline Max Amps.
- Number of extra Tents allowed
- Additional necessary or relevant information

For Cabins:

- Fee
- Cabin Name/Number
- Check-In/Out Time
- Max Occupancy
- Bed Type
- Number of Bedrooms
- Sleep Capacity
- Sofa Sleeper
- Rollaway allowed
- Crib allowed
- Number of Diners
- Pets allowed
- Television
- Cable Television
- Phone
- Fireplace
- Bathroom Type
- Air Conditioner
- Heater Microwave
- Linens furnished
- Coffee Pot
- Toaster
- Stove
- Oven
- Dishwasher
- Refrigerator
- Freezer
- Sink
- Pots and Pans

- Furnished
- Access for the Disabled
- Screened Porch
- Number of Steps into Cabin
- Distance from Parking
- Picnic Table and Grill
- River/Creek Site
- River/Lake View
- Shoreline Site
- Distance from Shoreline
- Additional necessary or relevant information

For Meeting Rooms:

- Fee
- Meeting Room Name
- Max Occupancy
- Meeting Room Size
- Catering available
- Able to bring own food
- Meeting Room Hours
- Internet available
- Audio/Video Equipment Rental
- Projector Screen
- Air Conditioned
- Number of Stairs
- Elevator
- Seating Arrangements
- Number Arrangement Seats
- Additional necessary or relevant information

For Pavilions:

- Fee
- Pavilion Name
- Max Occupancy
- Shady Area
- Number of Picnic Tables
- Charge for extra Tables
- Electricity
- · Access for the Disabled
- River/Creek Site
- Shoreline Site
- Distance from Shoreline
- Catering available
- Additional necessary or relevant information

For Horse Stalls:

- Fee
- Horse Stall Name/Number

- Number of Horse Occupancy
- Wheel Barrow provided
- Pitch Fork provided
- Distance from Campground
- Distance from Lodging
- Hay and Bedding provided
- Water available
- Additional necessary or relevant information

For merchandise/sale items:

- Item description
- Object code
- Subledger code
- Price
- Price override indicator
- Website visibility indicator
- Call Center visibility indicator
- Additional necessary or relevant information

APPENDIX C

REPORTS

The System must have built-in report-writing tools that allow park staff with no knowledge of report-writing programs to build their own reports and the tool should allow park staff to export the reports as .csv or .xls files. All reports must be printable and include the report title, column headings, and the date and time the report was created.

Reports must be sortable either by date, unit type, unit name, unit area, or unit status, depending on report content.

Report titles must be descriptive of the content or purpose of the report. Customized reports may be requested by staff at specific parks.

The System must allow reports to be generated monthly, quarterly, and/or annually (with annual reports providing summary information, i.e., with less detail)

1. OCCUPANCY REPORTS

The NGPC's occupancy reports are intended to do two things. First, the reports provide Park Superintendents and NGPC Administrators an overview of a specific park's usage - seasonally, by unit type, and by specific unit. Second, the reports allow park staff to know a unit's status, to inform housekeeping and maintenance staff of units needing attention, etc., by giving park staff a thorough view of what is going on in the park on a daily basis.

Occupancy and visitation reports must provide data to allow the calculation of:

- percentage occupancy by month by unit type for a specific park and.
- amount of revenue by unit type within a specific park for a specified time period.

a. Attendance Figures and Revenue Report

This report shows the number of reservations, registrations, guests, and amount of revenue by specific unit, grouped and totaled by unit type.

b. Closed Maintenance Report

This report shows a listing of closed units together with the date range of the closure, the reason for the closure, and the park staff who closed it. Any park staff should be able to view the reason for, and date range of, the closure.

c. Guest Visitation Report

The Guest Visitation Report displays a total visitation count for a specific date range. This report must include unit type, unit number, total number of guests, and number of paid nights. This report must display totals for each unit type.

d. Housekeeping/Maintenance Report Detail

This report shows a listing of units by type, indicating status of each unit and, if occupied, the guest's name, the check-in and checkout dates, the remaining number of days in the reservation, and any comment(s).

e. Housekeeping Room Status Report

This report is similar to the housekeeping/maintenance report. It lists the unit name, indicates whether the unit is vacant or occupied, and whether it is clean, needs to be cleaned, or is ready to rent.

f. In House Guest Report

This report lists the unit number, name of the guest who checked-in, reservation number, date checked-in, date due to check-out, and any comment(s).

g. Occupancy Report

The Occupancy Report lists the number of days units are rented versus the number of possible rental days for each type of unit in a park, and displays the percentage of usage based on those numbers for a specified date range. It also presents park totals. Graphs and charts illustrating occupancy data are required.

h. Occupancy Detail Report

The Occupancy Detail Report breaks out the information shown in the Occupancy Report by day for each unit type.

2. RESERVATION REPORTS

The purpose of the reservation reports is to provide park staff the information needed for the day to day management of guests' arrivals and departures, housekeeping activities, etc.

a. Daily Arrival Report

This report lists the reservations with an arrival date within a specified date range in specific park(s). This report must be sortable by unit name or unit type and must provide a summary by unit type. When a range of dates is specified, the information must be grouped by arrival date. This report must include: park area, arrival and departure dates, balance due, reservation number, customer name and phone number, and number of guests.

b. Booked Reservations for Park Report

This report shows all reservations booked, by reservation origin, for a specified date range. Reservations will be grouped further by park staff who booked the reservation. Reservation information will include the number of guests, cost for the stay, and a subtotal for each grouping.

c. Reservations and Registrations Status Report

This report presents numbers of reservations, by origin, and registrations at the various areas within a park for selected park(s) and for a specified date range. Total reservation and registration counts must be broken out by unit type and unit number.

d. Cancellation Report

This report lists everything cancelled for a specified park during a specified date range. The report must include the unit that was cancelled, the reservation number, the method of payment, and the name of the guest.

e. Departure Report

This report lists the reservations scheduled to leave on a particular date from a specific park.

f. Cancelled Due to Non Payment Report

This report lists the names of guests whose reservations were cancelled due to nonpayment for a selected park and a specified date range. Fields in this report must include: guest name, reservation number, reservation date, payment due by date, cancelled date, and ID of park staff who cancelled the reservation.

g. Overdue Payment Report

This report shows a list of all of the reservations that are not paid in full and are past the due date for their payment. This report must include: reservation number, guest name, guest phone number, guest email address, reservation date, arrival date, and amount owed.

h. Non Resident Reservation Report

This report shows the number of reservations and registrations booked by Nebraska residents and non-residents, including totals and percentage of the total for each category.

3. FINANCIAL REPORTS

The System must provide a multitude of financial reports for a selected park or a combination of parks. Financial reports listed below must exist on the System at the time of delivery.

a. Park Revenue Report

This report must have the flexibility to be run for an individual park or all parks for any specified date range. The report must include the name of the park, the type of revenue, the account number and name (e.g., Cabin, Sales Tax, Reservation Fee), and payment method. The report must be formatted so that all data is sorted by park and location within the park, revenue type, and then account number and name, and must include the following columns: Master Card, Visa, cash, money order, personal check, Travelers check, voucher, Accounts Receivable, park bucks, Inter-Agency Business Transaction (IBT), gift card, and other, with the potential to add new columns for other payment types.

b. Park Revenue Detail Report

This report must have the flexibility to be run for an individual park or all parks for a specified date range. The report must include the name of the park, the type of revenue, the account number, the account name (e.g., Cabin, Sales Tax, Reservation Fee), and payment methods. This report summarizes the payments, including refunds, by park area. It also indicates the payment method, customer name when applicable, and provides itemization of charges as well as total amounts. The annual report must be broken out by group type.

c. Payment Detail Report

This report must contain the details of all payments associated with a park over a specific time period. It must include the park's name, customer information, reservation number, payment type, date, payment ID, and amount.

d. Credit Card Payment Detail

This report summarizes the credit card payments and refunds at a Park for a specified date. This report must contain the batch number of the transaction, batch date, payment ID, transaction date and time, customer name, first 4 digits and last 4 digits of the card number, payment type, and amount.

e. Financial Session Summary

This report summarizes the payments, refunds, and adjustments processed at the park area and shows total amount by payment type for the period of time from the opening to the closing of a drawer.

f. Financial Session Detail

This report must provide the transaction details and list all payments and/or refunds that make up the totals of the Financial Session Summary.

g. Refund Report

This report must list all refunds entered into the System for a specific reporting period. The report must include a refund ID, the refund status (pending, approved, or issued), the date of the refund request, refund amount, original order number (reservation or POS), refund method, original payment method, payment collection location, requesting location, approving location, issuing location, revenue location, customer information, and refund notes.

h. Sales Summary

This report lists sales for a specified park or all parks for a specified date range. It categorizes the sales by origin. This report must show gross sales by payment type, cancellations, voids, and adjustments to get to a net sales amount. This report will list sales from all facility types and merchandise items by park area.

i. Physical Inventory Recording Form -

This is a report listing all items entered as resale inventory at a specific location. It is used for recording a physical inventory. It must include signature lines for the person counting inventory and the manager verifying the count.

i. Inventory On Hand

This is a report of all inventories on hand at a retail location. This report must allow park staff to print a complete inventory or to select a particular inventory item category and run the report for only that category.

k. Deposit Report

This report can be run for an individual park or all parks for any specified date range. The report must include the name of the park and provide summary and/or detailed information that includes deposit information. Totals must include the number of transactions and total amount for cash and non-cash deposits (e.g., personal check, Travelers check).

4. DEMOGRAPHIC REPORTS

The demographic reports provide information about where park guests come from to visit Nebraska's parks.

a. City Guest Report

This report lists the number of visitors to a park, based on the city in which they reside, for a selected park, or region, or for all parks. The city of residence and the date range can also be specified for the report.

b. County Guest Report

This provides the same kind of information as the City Guest Report based on county of residence.

c. Non-Resident Guest Report

This report lists the city and state of residence of out-of-state guests

5. GROUP REPORTS

The group reports are designed to give NGPC Group Event Planners the information needed for the day to day management of incoming and outgoing groups. A separate report provides information for billing automation.

a. Group Billed Report

This report is produced at the end of the month and is used to determine all of the Group Events billed income for the month. It lists the date, group, event number, and amount by type of income, with subtotals for each type of income, and a grand total.

b. In House Rooming List Report

This report provides a list of all of Group Events in the park during a given time period. It lists each event, with detail listing each reservation number, the name of the occupant, the unit, and the check-in and check-out dates.

c. Group Bill Printing

For a specified event number, this report displays information about the group with a complete itemization of all charges to the group and all payments received from the group.

d. Group Event History

This report lists all events booked by a specified group, based on the group name or number.

e. Group Event Rooming List

This report must list all units booked under a specified event, based on the event name or number.

f. Group Overdue Deposit Report

This report lists all groups that have an outstanding amount due on their reservation. Entries are listed by the number of days until their arrival and must allow negative values for events that have already occurred. The report lists the event number, the group name, and the amount due

g. Group Functions Summary

This report will list groups by name, showing the size of the group, reservation(s) the group made, and the merchandise or other items the group purchased for a specified date range. A report for a week in the future, for example, would allow park staff to be aware of the number and size of group(s) expected and what units they have rented.

h. Group Functions History

This report will show all group reservations for a specified month, quarter, or year. It will display the group contact name and date of arrival, in addition to the reservation detail information included in the Group Functions Summary. This will allow park staff to track monthly, quarterly, and annual statistics and totals, for follow up on group sales and business. Total number of group reservations and guests for the period will be displayed as well.

i. Group Activity Report

This report will provide a daily listing by group facility (e.g., conference rooms, activity center, shelters, pavilion) of groups that are scheduled to be in the facility on that day. It will show the size of the group, arrival date (for multi-day events) and time, and planned departure date (for multi-day events) and time. When a date range is requested, a report for each day in the range will be generated.

APPENDIX B

RESERVATION SYSTEM BUSINESS RULES

These are examples of current business rules; the State Park Reservation System must be configurable to the State's business rules and procedures. Note: Dates are approximate.

1. Reservation Window

Nebraska parks are located in both Central and Mountain Time Zones. Reservations are accepted one (1) year in advance of arrival. Reservations become available each day at 9 a.m. CT (8 a.m. MT) for a stay with an arrival date one year in the future. At Fort Robinson State Park reservations are available from April 1 through November 30.

a. Camping and Horse Stalls

Reservations are accepted one (1) year to three (3) days in advance of arrival.

b. Cabins, Lodge Rooms, Meeting Rooms, Picnic Shelters, Group Day Use Lodge
Reservations are accepted one (1) year to one (1) day in advance of arrival. Cut-off is 8
p.m. CT (7 p.m. MT) the day before the intended arrival. December 1 through April 9
Niobrara State Park has a three (3) days in advance of arrival cut-off date for cabins.
November 1 through April 1 Lewis and Clark State Recreation Area has a three (3) days in advance of arrival cut-off for cabins.

2. Reservation Hours

One (1) year window reservations begin at 9:00 a.m. CT (8 a.m. MT), by phone, in person, and Internet. Reservations for a stay with an arrival date less than one (1) year in advance can be made 24/7 over the Internet and can be made at the park office and the call center during regular operating hours.

3. Cut Off Day

a. Camping and Horse Stalls

Three (3) days prior to the intended arrival date is the latest that a reservation will be accepted for camping and horse stalls. For example, Tuesday at midnight would be the cut off time for making a reservation for the following Friday. After the cut off date, reserved units are available on a first-come, first-serve basis.

b. Cabins, Lodge Rooms, Meeting Rooms, Day Use Group Lodges, and Picnic Shelters

Reservations are accepted up to 8 p.m. CT (7 p.m. MT) prior to the day of arrival for these units. After 8 p.m. CT (7 p.m. MT), all units are available on a first-come, first-serve basis. December 1 through April 9 Niobrara State Park has a three (3) days in advance of arrival cut-off date for cabins. November 1 through April 1 Lewis and Clark State Recreation Area has a three (3) days in advance of arrival cut-off for cabins.

4. Minimum/Maximum Stay Policy

a. Camping

i. A minimum stay of two (2) nights on weekends (Friday and Saturday night) is generally required. The exception is at Fort Robinson and Chadron State Parks, where the minimum is one (1) night.

- ii. A minimum stay of three (3) nights is required for Holiday weekends (Friday, Saturday, and Sunday nights) at most parks. Exceptions: at Niobrara a two (2)-night stay is required, and at Fort Robinson and Chadron State Parks, a one (1)-night stay is required.
 - **a)** Holiday weekends are: Memorial Day, 4th of July (if the 4th falls on a weekend), and Labor Day.
- iii. Campers cannot reserve a campsite for more than fourteen (14) consecutive days.
- **iv.** Extended stay/long term camping is permitted at select campsites within select parks. Arrangements to stay in one of these sites must be made through the park office.

b. Cabins

- i. During the peak season: A two (2) night minimum stay is required, unless there is a one (1) night stay positioned between two (2) prior reservations or a walk-in registration for that day's business.
- ii. During the non-peak season: One (1) night stays are allowed on weekdays (Sunday Thursday nights). During the holiday period (defined each year), peak season rules apply. Fort Robinson State Park does not have a nonpeak season so they require a two (2) night stay.

5. Payment Policy

Payment is required, in full, at the time the reservation is made by MasterCard, Visa, check, Travelers' check, money order, voucher, gift certificate, NGPC bucks, IBT (Inter-Agency Billing Transaction), or any promotional coupons or gift cards issued by the NGPC, except as described below.

- **a.** Credit card payment is required if the intended reservation arrival date is within thirty (30) days of the reservation date and the State Park Reservation System should provide an alert message. However, the State Park Reservation System must allow park staff to override this policy for extenuating circumstances for reservations made, by phone or walk-in, at a staffed park facility.
- **b.** Several units may be reserved during a single transaction, and payment of all fees for all reserved units is required at the time the reservation is made, except as described in 5.c.
- **c.** By phone or at the counter If the guest is making the reservation in advance the requirements in 5.a. apply. However, for those guests who do not have a MasterCard or Visa, NGPC allows the guest the option to pay by check, cash, or money order. If paying by check, cash, or money order, the guest will have ten (10) days to forward payment in full to the park which holds the reservation.
- **d.** Via the Internet If the guest is making an online Internet reservation, the guest will be required to make payment in full with a MasterCard or Visa at the time the reservation is made.

6. Reservation Fee

The reservation fee applies to each unit reserved, whether for one (1) day or any number of days, and is non-refundable.

7. Change Fee

Changes are not permitted on the Internet at this time.

If there is a change fee, the following will apply: All changes requested by the guest at the call center or park locations that involve changing dates, units, or shortening the stay might be assessed a fee for this service. If the guest only wants to add days on to an existing reservation by calling the call center or at the park office, there will be no change fee assessed. If the change is required by NGPC, no fee will be charged.

8. Cancellation and Refund Guidelines

If a guest holds a reservation and wants to cancel, a refund is given less the reservation fee, cancellation fee, and, if the cancellation is within thirty (30) days of the arrival date, the first night's unit charge.

All cancellation requests must be submitted in writing to the park where the reservation is held or the call center either by mail, fax, or email. Guests may process their cancellation via the internet.

a. Cabins/Lodge Rooms

- **i.** The per unit reservation fee is not refundable.
 - **a)** 0-30 days prior to reserved arrival date: the guest will lose the first night's rental charge.

b. Meeting Rooms/Group Day Use Lodge Rooms

- i. The per unit reservation fee is not refundable.
 - **a)** At the discretion of the Park Superintendent or NGPC Administration, additional cancellation fees may be imposed on a case by case basis.
 - **b)** At Fort Robinson State Park; 0-7 days prior to reserved arrival date: the guest will lose the first night's rental charge.

c. Camping Sites

- i. The per unit reservation fee is not refundable.
 - **a)** 0-7 days prior to reserved arrival date: the guest will lose the first night's rental charge.

d. Boat Slips/Picnic Shelters/Horse Stalls

- **i.** The per site reservation fee is not refundable.
 - **a)** 0-7 days prior to reserved arrival date: the guest will lose the first day/night's rental charge.
- e. Mare Barn Campgrounds and Mare Barn Horse Stalls at Fort Robinson State Park
 - i. The per unit reservation fee is not refundable.
 - **a)** 0-7 days prior to reserved arrival date: the guest will lose the first night's rental charge.

f. Check In and Check Out Schedule

If the guest checks out early, the unused portion of the guest's payment will be forfeited.

i. Cabin/Lodge Rooms: Checkout time is 11 a.m.
 Exception: Fort Robinson State Park checkout time is 10 a.m.

ii. Camping -Checkout time is 2 p.m.

9. Reservation Season

- a. Cabin/Lodging Seasons
 - i. Year Round
 - a) Eugene T. Mahoney State Park
 - **b)** Platte River State Park
 - c) Lewis and Clark State Recreation Area (5 units are available November 1 through April 1)
 - d) Niobrara State Park (5 units are available December 1 through April 9)
 - e) Ponca State Park
 - ii. Approximately Mid-April through Mid-November
 - a) Chadron State Park
 - **b)** Fort Robinson State Park
 - iii. Approximately Mid-May through Mid-November
 - a) Victoria Springs State Recreation Area
 - iv. Approximately Mid-April through September 30
 - a) Two Rivers State Recreation Area
 - v. Approximately April 1 through December 31
 - a) Medicine Creek SRA
- b. Camping Seasons
 - i. Camping is available year round.
 - ii. Approximately Mid-April through Mid-October; reservation season may vary by park.
 - a) Branched Oak SRA (reservations are available through October 31)
 - **b)** Calamus SRA
 - c) Chadron SP
 - d) Eugene T. Mahoney SP
 - e) Fort Kearny SRA
 - f) Fort Robinson SP (reservations are available April 1 through November 30)
 - g) Fremont SRA
 - h) Indian Cave SP (reservations are available through October 31)
 - i) Johnson Lake SRA
 - j) Lake McConaughy SRA (reservations are available May 15 through October 1)
 - k) Lake Minatare SRA
 - I) Lake Ogallala SRA
 - m) Lake Wanahoo SRA
 - n) Lewis and Clark SRA
 - o) Louisville SRA
 - **p)** Merritt Reservoir SRA (reservations are available April 1 through September 30)
 - q) Mormon Island SRA
 - r) Niobrara SP (reservations are available April 10 through November 30)
 - s) Pawnee Lake SRA
 - t) Ponca SP (reservations are available through October 31)
 - u) Rock Creek Station SRA (reservations are available April 15 through October 31)
 - v) Victoria Springs SRA

- w) Willow Creek SRA
- x) Windmill SRA
- **iii.** Approximately Mid-October through Mid-April, outside the reservation season; shower facilities and dump stations are closed. At some areas, the park field staff will close the campsites due to inclement weather.

10. Peak and Non-Peak Schedule

a. Camping

- i. Non-Peak Approximately Mid-October through Mid-April
 - a) Camping fee is at a reduced winter rate.
 - **b)** Branched Oak State Recreation Area, Indian Cave and Ponca State Parks begin non-peak rates in November.
- ii. Peak Season Approximately Mid-April through Mid-October
 - a) Camping fee is at full rate with a two (2) night minimum weekend requirement (Friday and Saturday), with the exception of Fort Robinson and Chadron, where there is a one (1) night minimum weekend requirement year round.
 - b) Branched Oak State Recreation Area, Indian Cave, Niobrara, Fort Robinson, and Ponca State Parks have an extended season until October 31 due to fall colors and activities. Lake McConaughy State Recreation Area has a shortened season.

b. Lodging

- i. Peak Season
 - a) Lewis and Clark State Recreation Area, Eugene T. Mahoney, Platte River, and Ponca State Parks: May 1 through September 30 and every Friday and Saturday year round. A two (2) night minimum stay is required for all dates reserved within lodging peak season dates.
 - b) Chadron, Niobrara, and Fort Robinson State Parks: Mid-April through Mid-November (coinciding with spring and fall hunting seasons). A two (2) night minimum stay is required for all dates reserved within lodging peak season dates.
 - c) Victoria Springs State Recreation Area: Mid-May through Mid-November. A two (2) night minimum stay is required for all dates reserved within lodging peak season dates.
 - **d)** Two Rivers State Recreation Area: Mid-April through September 30. A two (2) night minimum stay is required for all dates reserved within lodging peak season dates.
 - **e)** Medicine Creek State Recreation Area: April 1 through December 31. A two (2) night minimum stay is required for all dates reserved within lodging peak season dates.

ii. Non-Peak Season

- a) Lewis and Clark State Recreation Area, Eugene T. Mahoney, Platte River, Niobrara, and Ponca State Parks: October 1 through April 30 (Sunday through Thursday). A one (1) night minimum stay is required for all dates reserved within lodging non-peak season dates.
- **b)** Chadron and Fort Robinson State Parks: Lodging Closed Mid-November through Mid-April.
- c) Victoria Springs State Recreation Area: Lodging Closed Mid-November through Mid-May.
- **d)** Two Rivers State Recreation Area: Lodging Closed October 1 through Mid-April.

11. Holidays

a. Camping

- i. A three (3) night minimum stay is required for all outlined holidays in the State Park Reservation System with the exception of Fort Robinson and Chadron State Parks where there is a one (1) night minimum requirement and two (2) nights at Niobrara State Park.
- ii. Camping holidays include:
 - a) Memorial Day weekend
 - **b)** Labor Day weekend
 - **c)** Fourth of July weekend (if the fourth falls during the weekend)

b. Lodging

- i. A two (2) night minimum stay is required for lodging during holiday periods. If a holiday period falls during a non-peak range of season dates, it then becomes a peak period. The following are holiday periods for cabins:
 - a) Fourth of July, Memorial Day, and Labor Day weekends,
 - **b)** Thanksgiving week; beginning on the Wednesday prior to Thanksgiving.
 - c) Christmas break: usually begins December 21 through January 3rd.

12. Facilities reservable through the park office only

- i. The Riverview Lodge and Picnic Pavilions at Eugene T. Mahoney State Park
- **ii.** The Day Use Lodge, Picnic Pavilion, and Suites in Comanche Hall at Fort Robinson State Park
- iii. Lodges, amphitheater, and picnic shelters at Platte River State Park
- iv. Meeting Rooms

13. Facilities reservable through the internet

- i. Campsites
- ii. Cabins
- iii. Lodge Rooms
- iv. Horse Stalls
- v. Boat Slips

14. Facilities reservable through the call center and park office

- i. Campsites
- ii. Cabins
- iii. Lodge Rooms
- iv. Picnic Shelters
- v. Group Lodge
- vi. Horse Stalls
- vii. Mare Barn at Fort Robinson State Park
- viii. Boat Slips
- ix. Ranch House at Niobrara State Park
- x. Day Use Lodge at Fremont State Recreation Area

15. Collection of Rate Increases

- **a.** Normally, all fee increases approved by NGPC Board of Commissioners each October go into effect on January 1st. Fee increases are collected as follows:
 - i. All reservations made prior to January 1st are honored at the old rate at check-in.
 - **ii.** All changes to an existing reservation's arrival date will be charged the difference of the rate increase. NGPC will collect the rate increase for each night the unit is reserved.

Example: If a guest wants to change their existing arrival date to a new arrival date, the State Park Reservation System should alert the guest or staff there has been a rate increase and the guest will be charged for the difference if the guest makes the change, requiring verification that the guest understands there will be an additional charge before making the change. The State Park Reservation System must add the fee increase to this reservation and request payment for the additional fee per night. If a guest made a reservation in November, 2015, for a June 1, 2016, arrival and now wants to change the arrival date to August 1, 2016, the State Park Reservation System must request collection of the price increase.

iii. Guests who wish to add nights to their stay (in the new rate period but reserved and paid for at the old rate) are not charged the rate difference for nights reserved prior to the rate increase; however, they will be charged the new rate for any new additional night(s).

16. Optional Discounts

a. At the discretion of the Parks Division Administrator, a specified discount may be permitted for a specified period of time for a given park and for specified unit types.

APPENDIX A

CURRENT FEATURES AND PROCESSES

1. Reservation and Registration Processing

The current State Park Reservations system is a web-based application with real-time updates to a centralized database. The system is available to the public and NGPC staff for searching and reserving available sites for cabins, lodge rooms, cabooses, overnight and day use group lodges, camping, tepees, horse stalls, boat docks and picnic shelters. Nebraska Game and Park Commission (NGPC) staff located in park offices and the NGPC call center also use Reservation and Group Event Planning functions. Access to these functions is available to select NGPC staff based upon the role associated with the staff member's log-in credentials.

All reservation channels (i.e., NGPC call center, public website, NGPC park office) in the current system:

- a. allow search for an available, reservable unit by:
 - i. park location/region,
 - ii. park name,
 - iii. near city/zip,
 - iv. campground,
 - v. specific date or date range,
 - vi. type of unit,
 - vii. accessibility,
 - viii. features/amenities available for the unit or park,
 - ix. map of the campground, and
 - x. any combination of the above;
- b. display narrative about the park and its activities together with a text description for each of the park areas and the units (cabin, campground, and other facilities) at each of the areas.
- c. display a calendar indicating units meeting search criteria that are available for reservation, together with reservation status on channels other than the public website (available, closed (e.g., for repairs), currently held pending receipt of payment, or reserved) for each date,
- d. allow selection of specific unit(s), displaying details of the unit(s),
- e. allow reservation of specific unit(s) and assign a unique reservation number, while enforcing the NGPC State Parks Division Reservation System Business Rules as outlined in Appendix B,
- f. request customer information and search for an existing profile or create a profile (if not already in existence), and
- g. update unit as reserved as part of the reservation transaction.

The public website also:

- a. displays pictures of the selected unit(s),
- b. provides contact information for the call center and the selected facility, and
- c. displays information about, and promotes, certain parks, park activities, and upcoming park events.

The public website requires payment at the time a reservation is made and accepts payment by MasterCard or Visa.

At the park office or through the call center, allowed staff actions are based upon login role profiles. For the staff member with the appropriate role profile, the current system:

- a. allows a group event to be planned and reserved, assigning a unique event number and a unique reservation number for each unit reserved, and allows flexibility in the enforcement of the NGPC State Parks Division Reservation System Business Rules as outlined in Appendix B (except the reservation fee and the one (1) year in advance reservation window, which are enforced for group events),
- b. allows group event staff to:
 - drop and add units at any time during the planning of an event,
 - provide a method to change the tax exempt status for an individual who is part of a group,
- c. requests group/organization information and search for an existing profile or create a group profile and assign a unique group number (if not already in existence),
- d. allows changes to, or cancellation of, an entire reservation, or part of a reservation, including a group event reservation,
- e. allows search for, displaying, and printing, a specific confirmation,
- f. prepares and sends a confirmation for any reservation modifications or financial transactions to the customer (for an individual reservation) or to the group representative (for a group event), and
- g. allows payment at the time of reservation, invoicing at a later date (for a group event), or mailing a payment (within 10 days for an individual reservation).

At the park office, the current system also:

- a. allows registration of walk-in guests for units that are available,
- b. allows back dating of arrival date for walk-in guests who arrive after the park office is closed and register the following day;
- c. requests customer information and search for an existing profile or create a profile (if not already in existence) for walk-in guests,
- d. allows a pay later option for those walk-in quests who will be billed for the stay.
- e. allows check-in of guests with reservations, including display, and modification when necessary, of reservation information, including account balance, and
- f. allows check-out of guests.

The Guest Profile is accessed through the Reservation menu, allowing park staff to create a new profile or change existing profile information. Several fields are available as search options to find an existing Guest Profile, including Guest Profile Identifier, Last Name, Phone Number, and City.

The Group Profile will be accessed through the Group Event Planning screen, allowing park staff to create a new profile or change existing profile information. Several fields will be available as search options to find an existing Group Profile, including Group Number, Group Name (including partial Group Name), Phone Number, City, Zip Code, and Contact Name.

A Red Flag field is available on a Guest or Group Profile. Park staff and administrators are able to flag an individual or group profile and enter a reason for setting that flag so that the park staff member using the current system is alerted to important issue(s) when viewing or making a reservation. Authorized staff are able to remove the Red Flag setting when appropriate.

2. Registration Forms

The current system generates a guest registration form, which is used at the time of check-in for cabins, lodge rooms, meeting and conference rooms, and day use group lodges.

The area name and address of the park which holds the reservation shall be, printed on each registration as well as uniform text outlining the guest's responsibility for any cabin or room damage.

The current system allows registrations to be printed at any time of day, any day of the week, and for any reservation date or reservation date range.

3. Confirmations

The current system generates a guest confirmation as a receipt for reservation transactions, including website customer reservations. These confirmations are delivered to the guest via email, a printable web page, or mail (if the guest is unable to receive electronic mail). Confirmations are automatically generated for the following actions:

- a. a new reservation is made.
- b. a reservation is modified or transferred,
- c. an accounts receivable transaction is made, and
- d. a reservation is cancelled.

Confirmations are printable at park offices and at the call center. The guest's name and address are printed so the address displays in a #9 window envelope. An additional page is printed to accompany each confirmation indicating the reservation cancellation refund policy.

Cancellation confirmations display the same information as the reservation confirmation and clearly indicate this is a cancellation notice.

Confirmations have area name and address of the park which holds the reservation printed on each confirmation as the return address. Individual parks are able to add a custom message to the confirmation.

The current system allows confirmations to be printed at any time of day, any day of the week, and for any date or date range reflecting when the reservation was made.

4. Reservation Information (including History)

A separate History screen can be displayed for a reservation with a current or past arrival date, or for a reservation that was cancelled.

Several fields are available as search options to find an existing reservation, including Customer Name (full or partial), Reservation or Event Number, and Phone Number.

5. Merchandise Processing

The Sales module of the current system is able to function independently and is integrated with the reservation/registration module, allowing park staff to charge guests for miscellaneous items, whether or not a reservation is involved. The Sales module can:

- a. display merchandise items for sale or use (e.g., roll-away beds, cribs, firewood, extra picnic tables, meals) at the park office
 - i. allow park staff to collect payment by all acceptable methods of payment, or

- ii. to add charge to a guest or group event reservation account,
- b. allow offline cash and check sales, storing pertinent information, when the online system is temporarily unavailable, for later batch processing
- c. calculate the total cost for items, including or excluding tax, as appropriate, depending on location of the sale,
- d. list each item (and number of items when applicable), thus providing an itemized receipt,
- e. provide a void option in order to remove an item from a purchase or account in case of error, and
- f. display the cost of the selected item.

6. Administrative Functions and Applications Security

The current system supports various levels of role-based security. The NGPC Project Manager is able to set security levels by assigning park staff to defined roles that allow access to certain menu options and screens and allow completion of certain actions. All park staff who use the current system are required to have a secure login ID, which is associated with their role.

All such administrative changes are implemented immediately (in real-time) within the current system.

The current system retains a record of actions taken together with information to identify who implemented the action.

7. Financial

- a. The current system provides an accounting package that allows the Reservation module to bill a guest for all charges incurred during their stay, including merchandise items.
- b. The current system provides an accounting package that allows the Group Event Planning Office to bill the group for all charges incurred during a group event, including merchandise items.
- c. The current system provides a comprehensive audit trail and reconciliation report by payment method for financial transactions that occur at park offices, the call center, or public website.
- d. NGPC has a breakdown of revenue codes (indicating fund, business unit, object code, and subledger code), to include breakdown of revenue by park area, for the current system.
- e. NGPC has a breakdown of state and local taxes used by the current system.
- f. The financial structure of the current system follows Generally Accepted Accounting Principles (GAAP). The current system provides adequate security, internal controls, and management reporting to assure that revenue transactions and reservation data are processed accurately, consistently, and in a timely manner.
- g. Park staff with financial role-based security are able to trace a guest's payment back to the original transaction.
- h. Park staff with financial role-based security are able to add or delete merchandise items (together with the assigned object and subledger codes).
- i. The current system provides specific details for financial transactions.

8. Payment and Credit Card Processing

- a. The current system accepts payment by check, Travelers' check, money order, VISA, Master Card, voucher, gift certificate, NGPC bucks, IBT (Inter-Agency Billing Transaction), or any promotional coupons or gift cards issued by the NGPC. The current system retains and displays payment method. (The NGPC pays all fees for nonsufficient fund checks and credit card processing.)
- b. All credit card transactions are securely processed through the current system and undergo on-line verification prior to reservation confirmation. Processing is compliant with Payment Card Industry's Data Security Standards ("PCI DSS") and verification is provided to NGPC annually.
- c. The current system has an accounts receivable (AR) module, used to post an amount due, including appropriate taxes, when a reservation is made that will be paid for later. When a payment is made, the current system applies the revenue to the appropriate business unit and object code. AR transactions are also used to make adjustments to the total amount due. The current system allows posting of payments due and/or received to the entire reservation number and/or by individual reservation number.
- d. The current system allows advance deposits for Group Events. Most Group Event Reservations are billed and paid for later. The current system automatically generates an itemized statement which reflects the advance deposit as well as the remaining amount due. After the Group's stay, a final itemized statement will be generated automatically, including all items that were charged to the event during the stay (e.g., catering items, park permits, activity tickets), and sent to the Group for final payment.
- e. The current system has an accounts payable (AP) module, used when making a refund to a guest or group.
- f. When any credit remains on an account, for a guest or a group, after their stay (except for a camping stay), the current system automatically creates a voucher for that amount. The current system allows authorized park staff to change the status of the voucher in order to issue a refund.

9. Reports

All reports are available through the Reservation menu options and display transactions made through both the Reservation and Group Event Planning modules, as appropriate to the report content.

The current system accepts date and location parameters in order to generate reports for a particular day, a date range, a calendar month, or a calendar year, as appropriate, and for a particular park, a park sub unit, a number of parks, a region, or all parks.

On screen display of reports allows sorting by selecting specified column headers. Reports are printable and are formatted so columns line up properly when printed as well as when viewed on screen. The current system provides the capability for park staff to export the report into Microsoft Excel and PDF worksheets.

Revenue accounting reports breakdown revenue collected by fund, business unit (park area), object code (description of purchase), and subledger account to facilitate NGPC deposits. These reports are sorted by method of payment and provide a means for alternate sorting.

10. Statement Printing

The current system allows the printing of an advance statement with payment and balance information upon guest arrival. Upon check out, the statement printed itemizes any additional unit(s) or item(s) added to the reservation during the stay, reflects any payment(s) made, and provides an updated balance.

When a Group Event reservation is made, the statement that is printed requests a deposit (25% of the total for the event). Upon receipt of a payment, it is posted to Group Accounts Receivable, and an updated statement is printed, reflecting the payment and the new balance. Each unit and item included as part of the event is itemized and reflected on the final statement, which is sent to the group representative after the event has occurred.

11. HelpDesk

The current contractor provides a HelpDesk to resolve current system-related problems at no additional cost, with no limit on the number of calls that can be placed by NGPC staff to the HelpDesk. HelpDesk support is available at an 800 telephone number from 9 a.m. to 6 p.m. CT 7 days a week throughout the year.

The HelpDesk number is available for year round coverage, 7 days per week, 24 hours per day for reporting problems. Call forwarding to HelpDesk staff is used during the off hours (outside the hours listed above). The HelpDesk functions to solve problems and maintains a log of all calls reporting problems or requesting assistance, documenting the problems and what actions were taken to correct the issues. The log is made available to NGPC upon request.

12. Technical

Servers

The current system is web-based and runs on multiple servers in order to provide minimal down time. When one (1) server is down or experiencing problems, another mirrored server takes over processing seamlessly, with the transition between servers undetectable to all park staff and website customers.

Hardware

NGPC provides personal computers and document printers at the park offices and call center. The current contractor provides eight (8) each of thermal printers, cash drawers, credit card swipes, and bar code scanners annually.

Internet Connectivity

NGPC is responsible for internet connectivity at the park offices and the NGPC's administrative offices, including the call center.

Browser Compatibility

The current system is accessible using Microsoft Internet Explorer and Firefox.

Website

NGPC's reservations website can be accessed directly by the public. The web page is dedicated to the NGPC Nebraska State Parks and does not contain any non-NGPC advertising. Changes in the design of the web page receive prior NGPC approval and are coordinated through the NGPC Project Manager. The current system provides links to NGPC web pages.

Data

The current contractor is responsible for storing, and for the safe keeping of, all data on a central database and for maintaining a full backup copy of the production database. for five years and keeping it accessible to NGPC. The current contractor is responsible for maintaining and storing all data

Two Environments

The current system includes a test environment as well as a production environment. The test environment is available for current contractor's staff to test enhancements, and correct deficiencies before new code is moved to the environment.

The test environment is available at all times for training purposes. This test database is synchronized with the production database at least quarterly. The test environment is completely separate from the production environment.

Updates

The current system is updated, enhanced and modified in response to technological advances and requests for additional features from NGPC

ATTACHMENT B COST PROPOSAL RFP Number 5093Z1

The State, for the purposes of figuring cost, will use the quantities shown below, based on park data from 2014, in order to equitably compare pricing. The Nebraska Game and Parks Commission (NGPC) will pay the contractor a transaction fee for the actual number of reservations, changes, and cancellations for each term of the contract period.

Bidders shall provide their proposed transaction fees below. The fees must be based on a per reservation/change/cancel basis, with no fee for registrations made at the Park Office without an advance reservation. The fees must be guaranteed for the initial five (5) year contract period. At renewal time, rates may increase by no more than 3%.

| FIRM: | |
|-------|--|
|-------|--|

| Reservation/Change/Cancel Transaction Fee | Estimated Reservation Quantity Per Year | Initial Contract Period Transaction Fee | Total Cost Per Year |
|----------------------------------------------|--------------------------------------------------|-----------------------------------------------|---------------------|
| | | | |
| | | _ | |
| Make a reservation at the Call Center | 3,503 | \$ | \$ |
| Make a reservation on the Internet | 32,525 | \$ | \$ |
| Make a reservation at the Park Office | 13,364 | \$ | \$ |
| Make a change to a reservation * | 4,878* | \$ | \$ |
| Cancel a reservation * | 3,946* | \$ | \$ |
| Registration made at Park Office | 56,022 | No Charge | No Charge |
| Total Cost | | | \$ |

Figures for changes and cancellations are for the period April 2014 through February 2015.

| Reservation/Change/Cancel Transaction Fee | Optional | Optional | Optional |
|----------------------------------------------|--------------|--------------|--------------|
| | Renewal Year | Renewal Year | Renewal Year |
| | One | Two | Three |
| | Transaction | Transaction | Transaction |
| | Fee | Fee | Fee |
| Make a reservation at the Call Center | \$ | \$ | \$ |
| Make a reservation on the Internet | \$ | \$ | \$ |
| Make a reservation at the Park Office | \$ | \$ | \$ |
| Make a change to a reservation * | \$ | \$ | \$ |
| Cancel a reservation * | \$ | \$ | \$ |
| Registration made at Park Office | No Charge | No Charge | No Charge |

Optional Hardware Costs

The bidder should provide costs for any additional supplemental or specialized hardware/equipment that NGPC might need to purchase if more than eight (8) are needed annually. Please provide a list of the supplemental or specialized hardware needed, including cost per item. At renewal time, rates may increase by no more than 3%.

| | | Initial | Optional | Optional | Optional |
|-----------------------------|-----------------|----------|----------|----------|----------|
| Supplemental or Specialized | | Contract | Renewal | Renewal | Renewal |
| Hardware/Equipment Pricing | Specification | Period | Year | Year | Year |
| Spreadsheet | (if applicable) | Cost per | One | Two | Three |
| Spreausneet | | unit | Cost per | Cost per | Cost per |
| | | | Unit | Unit | Unit |
| Thermal Receipt Printer | | \$ | \$ | \$ | \$ |
| Cash Drawer | | \$ | \$ | \$ | \$ |
| Credit Card Swipe | | \$ | \$ | \$ | \$ |
| Bar Code Scanner | | \$ | \$ | \$ | \$ |
| Other (specify) | | \$ | \$ | \$ | \$ |

Optional Service Cost

Provide the hourly rate for additional consulting services for new time and materials projects that fall within the scope of this RFP that might be requested by the Commission. There is no guarantee regarding the number of hours that might be used.

The bidder must list each role/title and provide an hourly rate. All travel expenses must be included in the rate. These rates are fixed for the initial term of the contract. At renewal time, rates may increase by no more than 3%.

| | | Initial | Optional | Optional | Optional |
|----|------------------------------------|----------|----------|----------|------------|
| | Pricing Spreadsheet for Additional | Contract | Renewal | Renewal | Renewal |
| | Services | Period | Year One | Year Two | Year Three |
| | | Hourly | Hourly | Hourly | Hourly |
| | Role/Title | Rate | Rate | Rate | Rate |
| 1. | | \$ | \$ | \$ | \$ |
| 2. | | \$ | \$ | \$ | \$ |
| 3. | | \$ | \$ | \$ | \$ |
| 4. | | \$ | \$ | \$ | \$ |
| 5. | | \$ | \$ | \$ | \$ |
| 6. | | \$ | \$ | \$ | \$ |
| 7. | | \$ | \$ | \$ | \$ |

FIRM:

Attachment A

Requirements Traceability Matrix (RTM) Request for Proposal Number 5093Z1

Each of the items in the Detailed Technical Requirement Matrix in the table below requires a response of one of the following options: "Yes", "Customization Required ", "No", and "Alternate". Bidders must respond to the Detailed Requirements Matrix using the matrix format provided and should not change the order or number of the requirements.

The RTM should indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. The Commission will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide the Commission with sufficient information to differentiate the bidder's technical solution from other bidders' solutions. Explain each response and describe how the proposed solution meets each requirement, providing at least the current features and processes as described in Appendix A - Current Features and Processes, and enhances or improves on the current system.

Only one box may be checked per requirement. If Oral Interviews/Presentations and/or Demonstrations are requested, you may be asked to demonstrate each item marked as "Yes", "Customization Required ", or "Alternate".

The Bidder Response box should be completed if the response to the requirement is "Yes", "Customization Required", or "Alternate". Bidders may also use it with "No" responses if desired. Bidders must provide a response directly in the matrix, using as much space as needed. Below is a brief definition of each response option. Bidders should carefully read the response definitions as these responses, as well as the entire response to this RFP, will become part of any resulting contract with the awarded contractor.

| Yes | Yes, requirement is met and demonstrable in the current release of the product(s) proposed in the bidder's response to this RFP, without manipulation of fields, forms, or the need to add fields or tables to the system. |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Customization Required | The requirement is not completely met by the product(s) included in the proposed solution but can be met with some customization. Bidder should indicate whether the requirement can be met by the go-live date and describe any other specifics that will aid in evaluation. |
| No | No, the requirement is not or cannot be met by the product(s) included in the proposed solution. A response of "No" to a requirement does not eliminate the bidder's proposal from consideration. All proposals meeting the mandatory requirements set forth in Section II.N will be evaluated and scored by the evaluation committee. |
| Alternate | The "Alternate" option is appropriate when a requirement can be met through a separate module or if the module is not included in the fixed price cost proposal. In such a case, it is recommended that the bidder note this in the cost on the Optional Cost Proposal. |

General Statement of Requirements

NGPC intends to award to a single contractor to provide, operate, and support a customized website and State Park Reservation System that accepts and processes reservations and registrations in real-time and provides cutting edge technology that is easy to understand and provides guest reservation history. The system should provide an integrated event planning module, an integrated Accounts Receivable/Accounts Payable module which generates transaction files, and an integrated Sales) module, which allows for offline cash and check sales. The system should be able to create various reports and to provide features that allow easy promotion of park use and activities.

| RTM# | System Architecture | Yes | Customization Required | No | Alternate |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| RTM-1 | Bidder should provide a high-level description (and optional diagram) of their proposed system to provide a centralized web-based reservation/registration, group event planning, sales, and revenue management system (State Park Reservation System) as described in Section IV. D. Scope of Work of the RFP. | | | | |

Bidder Response:

Project Requirements

The awarded contractor must, at a minimum, continue to provide the current services to customers and NGPC staff as detailed in Appendix A - Current Features and Processes and improve on the current system to enhance productivity and efficiency.

| RTM# | Reservation and Registration Processing | Yes | Customization Required | No | Alternate |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| RTM-2 | Bidder should describe, and provide screen shots to show, the structure, functions, and processes of their Reservation module (including current features as outlined in Appendix A, items 1 through 4), to allow: | | | | |
| | search for, description and availability of, reservable units, | | | | |
| | display information about each park and its activities, | | | | |
| | reservation of available units, while enforcing business rules (as described in Appendix B), | | | | |
| | registration of walk-in guests for available units, | | | | |
| | creation and/or updating of a guest or group profile, including red flag alerts, | | | | |
| | planning of a group event, to include making the associated reservations and tracking of individual occupants, | | | | |
| | changes to, or cancellation of, a reservation, including separation of a unit from a Group Event and transfer to an individual reservation, | | | | |
| | handling of payments or invoicing for reservations, | | | | |
| | updating units as reserved when reservations are made, | | | | |
| | generation of a confirmation for a new, modified, or cancelled reservation, or a financial transaction, | | | | |
| | generation of a guest registration form, and | | | | |
| | retention and display of historical reservation and profile information. | | | | |
| | Bidder should describe how their system improves on the current system to enhance productivity and efficiency. | | | | |

Bidder Response:

| RTM# | Sales Processing | Yes | Customization Required | No | Alternate |
|-------|-----------------------------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| RTM-3 | Bidder should describe, and provide screen shots to show, their Sales module's: | | | | |
| | features and processes, to include the features of the current system as described in Appendix A, item 5, | | | | |
| | display of merchandise items by sales channel, | | | | |
| | processing of tips collected from customers, | | | | |
| | handling of discounts, | | | | |
| | ability to group items to sell as a package, | | | | |
| | integration with the Reservation module, and | | | | |
| | offline functioning. | | | | |

Bidder Response:

| RTM# | Application Security and Administrative Functions | Yes | Customization Required | No | Alternate |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| RTM-4 | Bidder should describe, and provide screen shots to show: the administrative functions and processes of their system, to include allowing the NGPC Project Manager to: a. define role profiles to designate specific permissions for park staff member access, b. configure: i. which screens are visible to staff based on role profile, ii. who can update inventory photos based on role profile, iii. which fields can be modified, based on role profile; c. set business rules for each of the channels used to make or modify a reservation, d. designate reservable units in each park area, and e. add, modify, and remove merchandise items. | | | | |

| | • | their system's application security features and levels, and | | |
|------------|--------|--------------------------------------------------------------|--|--|
| | • | their system's retention of records of user actions. | | |
| Bidder Res | ponse: | | | |
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| RTM# | Financial | Yes | Customization Required | No | Alternate |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| RTM-5 | Bidder should describe how their Revenue Management module handles billing a guest for charges incurred during their stay and billing a group for charges incurred during a group event, including merchandise items,. can be set up to provide the same accounting breakdown of | | | | |
| | revenue as the current system and complies with Generally Accepted Accounting Principles (GAAP), | | | | |
| | provides ad hoc reporting capability, | | | | |
| | provides adequate security, internal controls, and management reporting to assure that revenue transactions and reservation data are processed accurately, consistently, and in a timely manner, and | | | | |
| | provides for maintenance and storage of financial data. | | | | |
| Bidder Res | sponse: | | | | |
| RTM-6 | Bidder should describe, and provide examples of, their: • audit trails, | | | | |
| | reconciliation reporting, | | | | |
| | ability to trace a guest's payment back to the original transaction, and | | | | |

| | ability to provide specific details of the transaction. | | | |
|------------|-----------------------------------------------------------------------------|------|--|--|
| Bidder Res | sponse: | | | |
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| RTM-7 | Bidder should describe, and provide screen shots showing, the | heir | | |
| | process to create merchandise items. | | | |
| Bidder Res | sponse: | • | | |
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| RTM# | Payment and Credit Card Processing | Yes | Customization Required | No | Alternate |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| RTM-8 | Bidder should describe their | | _ | | |
| | ability to accept and categorize payments by all means that are accepted by NGPC as specified in Section IV.E.5., | | | | |
| | compliance with Payment Card Industry's Data Security Standards ("PCI DSS"), and bidder should provide their most recent verification of compliance, and | | | | |
| | ability to integrate with the State of Nebraska's current Merchant Credit Card Processing Service. | | | | |
| Bidder Res | ,r = = - | | | | |
| RTM-9 | Bidder should describe, and provide examples of, • their accounts receivable (AR) transactions and statements, including demonstration of features detailed in Appendix A, item 8.c., | | | | |
| | acceptance and appropriate handling of advance deposits for group events, including demonstration of features detailed in | | | | |

| RTM# | Payment and Credit Card Processing | Yes | Customization Required | No | Alternate |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| | Appendix A, item 8.d., and | | - | | |
| | recalculation of the group's account balance when a unit that is part of a group event is separated from the group event and transferred to an individual reservation. | | | | |
| Bidder Re | эропэс. | | | | |
| RTM-10 | Bidder should describe, and provide screen shots of, | | <u> </u> | | |
| 111111110 | their accounts payable (AP) transactions and statements, and | | | | |
| | their process for the creation of a voucher or issuing a refund for a remaining credit on an account after a stay. | | | | |
| Bidder Re | sponse: | | | | |

| RTM# | Reports and Statements | Yes | Customization Required | No | Alternate |
|--------|----------------------------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| RTM-11 | Bidder should describe their ability to provide reports (see detail in Appendix C), to include: | | | | |
| | online availability and on screen manipulation, acceptance and use of date and location parameters, | | | | |
| | ad hoc reporting capability,sorting, | | | | |
| | exporting,accounting/revenue breakdown, and | | | | |
| | properly formatted printing. | | | | |
| | Bidder should provide samples that show the formats of the following major reports (at minimum): • Daily Arrival Report | | | | |
| | Departure ReportCredit Card Payment Detail | | | | |

| RTM# | Reports and Statements | Yes | Customization Required | No | Alternate |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| | Park Revenue Report | | | | |
| | Park Revenue Detail Report | | | | |
| | Financial Session Summary | | | | |
| | Financial Session Detail | | | | |
| | Group Functions Summary Report | | | | |
| | Group Functions History Report | | | | |
| RTM-12 | Bidder should describe their ability to provide, and timing of, invoices and billing statements. Bidder should provide samples of formatted | | | | |
| | invoices and statements. | | | | |
| Bidder Re | sponse: | | | | |

| Technical | Requirements | | | | |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------|----|-----------|
| The award | ed contractor must meet the technical specifications as described in Sec | ction IV.F | . of the RFP | | |
| RTM# | Technical | Yes | Customization Required | No | Alternate |
| RTM-13 | Bidder should describe their Business Continuity and Disaster Recovery Plan, which should include • provision of 2 sites with Tier IV classification, and | | | | |
| | a quarterly test of backup, failover, and disaster recovery procedures. | | | | |
| Bidder Res | sponse: | | | | |
| RTM-14 | Bidder should acknowledge that NGPC is, and will remain, the owner of all data maintained on the database, describe their ability and plan to retain data for seven (7) years and maintain its accessibility to NGPC, describe how Personal Identifying Information (PII) is protected – without compromising bidder's security schema, and provide a high level data recovery plan emphasizing data and | | | | |
| Bidder Res | system recovery timeline. sponse: | | | | |
| RTM-15 | Bidder should describe their data storage, replication, and backup services, which • must be located in the United States and • should use leading technologies, to include a high-speed SAN fabric, SFTP server, and at least monthly backup of all databases. | | | | |

| Bidder Response: | | |
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| RTM# | Technical (cont.) | Yes | Customization Required | No | Alternate |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| RTM-16 | Bidder should describe, and provide a diagram of, the architecture of | | | | |
| | their hosted environment, to include: | | | | |
| | 3 separate environments - development, CAT, and production; | | | | |
| | software and hardware components, | | | | |
| | integration with Nebraska Directory Services (NDS), | | | | |
| | website, and | | | | |
| | browser compatibility. | | | | |
| | Bidder should include a list of additional software (e.g., Adobe | | | | |
| | Reader software plugins) and supplemental/specialized hardware | | | | |
| Bidder Re | required to use their system. | | | | |
| RTM-17 | | | | | |
| RIM-17 | I Bidder should describe their maintenance plan, including scheduling. I | | | | |
| | Bidder should describe their maintenance plan, including scheduling, for updating, enhancing, and modifying their system in response to | | | | |
| | Bidder should describe their maintenance plan, including scheduling, for updating, enhancing, and modifying their system in response to technological advances and the need for additional features to | | | | |
| | for updating, enhancing, and modifying their system in response to technological advances and the need for additional features to improve efficiency and ability to meet the public's and NGPC's | | | | |
| | for updating, enhancing, and modifying their system in response to technological advances and the need for additional features to improve efficiency and ability to meet the public's and NGPC's demands, including description of how they monitor availability of | | | | |
| | for updating, enhancing, and modifying their system in response to technological advances and the need for additional features to improve efficiency and ability to meet the public's and NGPC's demands, including description of how they monitor availability of upgrades offered by the hardware and software vendors. | | | | |
| Bidder Re | for updating, enhancing, and modifying their system in response to technological advances and the need for additional features to improve efficiency and ability to meet the public's and NGPC's demands, including description of how they monitor availability of upgrades offered by the hardware and software vendors. | | | | |
| Bidder Re | for updating, enhancing, and modifying their system in response to technological advances and the need for additional features to improve efficiency and ability to meet the public's and NGPC's demands, including description of how they monitor availability of upgrades offered by the hardware and software vendors. | | | | |
| Bidder Re | for updating, enhancing, and modifying their system in response to technological advances and the need for additional features to improve efficiency and ability to meet the public's and NGPC's demands, including description of how they monitor availability of upgrades offered by the hardware and software vendors. | | | | |
| Bidder Re | for updating, enhancing, and modifying their system in response to technological advances and the need for additional features to improve efficiency and ability to meet the public's and NGPC's demands, including description of how they monitor availability of upgrades offered by the hardware and software vendors. | | | | |
| Bidder Re | for updating, enhancing, and modifying their system in response to technological advances and the need for additional features to improve efficiency and ability to meet the public's and NGPC's demands, including description of how they monitor availability of upgrades offered by the hardware and software vendors. | | | | |
| | for updating, enhancing, and modifying their system in response to technological advances and the need for additional features to improve efficiency and ability to meet the public's and NGPC's demands, including description of how they monitor availability of upgrades offered by the hardware and software vendors. | | | | |

| RTM# | Technical (cont.) | Yes | Customization Required | No | Alternate |
|------------|------------------------------------------------------------------|-----|------------------------|----|-----------|
| | control, and compliance with NITC's Information Security Policy. | | | | |
| Bidder Res | sponse: | | | | |
| DTM 40 | | Г | I | | |
| RTM-19 | Bidder should describe their ability to maintain performance | | | | |
| | standards as outlined in Section III.DD. | | | | |
| Bidder Res | sponse: | | | | |
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Escrow Requirements:

The Contractor shall include evidence to the State of continued payment of the escrow fees and/or evidence of the ongoing

existence of such escrow relationship (or alternate arrangement)

| RTM# | Escrow | Yes | Customization Required | No | Alternate |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| RTM-20 | Bidder should describe their escrow arrangement (or a similar alternate plan/arrangement, e.g., to keep a copy of all items on-site at State, with a key provided by the contractor for access to items) for monthly deposit of a copy of all items that are necessary for the operation and support of the State Park Reservation System. The escrow agreement should include direction to the escrow agent to release all escrowed items to NGPC at termination of the contract. Escrow items should include, at a minimum, the following: • the software source code and executables, • a list of Third Party Software used, and how it is used • documentation for the source code, | | Required | | |
| | software architecture and design documentation, diagram of network design and hardware configuration, entity relationship and table and field definitions of the database, all State Park Reservation System documentation, all current and valid passwords and encryption keys, and | | | | |

| Escrow Re | equirements: | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------|---------------------------|---------|-----------|--|
| | actor shall include evidence to the State of continued payment of the esc | row fees | and/or evidence of | the one | going | |
| existence of | of such escrow relationship (or alternate arrangement) | | | | | |
| RTM# | Escrow | Yes | Customization Required | No | Alternate | |
| | any other necessary or useful documentation. | | | | | |
| Bidder Res | sponse: | | | | | |
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| Project P | anning and Management: | | | | | |
| The contractor must assign a Project Manager who has been involved in the implementation of systems similar to the proposed system and shall provide a full Project Management Plan within ten (10) business days after the contract is awarded for review by, and discussion with, NGPC. | | | | | | |
| RTM# | Project Planning and Management | Yes | Customization Required | No | Alternate | |

| RTM# | Project Planning and Management | Yes | Customization Required | No | Alternate |
|------------|-----------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| RTM-21 | Bidder should provide an Initial Project Plan, which includes | | _ | | |
| | a design of the proposed system, | | | | |
| | development schedule and staff, | | | | |
| | coordination/communication with the NGPC Project Manager, and | | | | |
| | installation logistics and schedule. | | | | |
| Bidder Res | | | | | |
| RTM-22 | Bidder should describe their Data Migration/Conversion Plan, to include: | | | | |
| | approach and timing of data mapping and | | | | |
| | approach and strategy for migration of database information to the contractor's system. | | | | |

Project Planning and Management: The contractor must assign a Project Manager who has been involved in the implementation of systems similar to the proposed system and shall provide a full Project Management Plan within ten (10) business days after the contract is awarded for review by, and discussion with NGPC.

| RTM# | Project Planning and Management | Yes | Customization Required | No | Alternate |
|-----------|------------------------------------------------------------------|-----|------------------------|----|-----------|
| Bidder Re | sponse: | | | | |
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| RTM-23 | Bidder should provide a Test Plan which includes: unit testing, | | | | |
| | user acceptance testing, | | | | |
| | system performance testing, and | | | | |
| | a methodology for correcting problems identified during | | | | |

| RTM# | Project Planning and Management (cont.) | Yes | Customization Required | No | Alternate |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| RTM-24 | Bidder should describe their approach to Risk Assessment and Management. | | | | |
| Bidder Res | sponse: | | | | |
| RTM-25 | Bidder should describe a Cut Over and Go Live Plan, with a list of specific functional and technical activities required for a successful implementation (i.e., to ensure a seamless transition and installation at all State Park facilities at the same time). | | | | |
| Bidder Res | sponse. | | | | |
| RTM-26 | Bidder should describe an Ongoing Support Plan for • post-implementation handling of problems and change requests and | | | | |
| | HelpDesk support, to describe the location, hours, and services of their HelpDesk, to include logging calls and tracking problems. | | | | |
| Bidder Res | sponse: | | | | |

| RTM# | Training | Yes | Customization Required | No | Alternate |
|--------|----------------------------------------------------------------------------|-----|------------------------|----|-----------|
| RTM-27 | Bidder should provide a Training Plan, including schedule, which includes: | | | | |
| | end user training for staff and administrators, | | | | |

| technical training and documentation, provision of a User Manual, and additional training for the NGPC Project Manager and | RTM# | Training | Yes | Customization Required | No | Alternate |
|------------------------------------------------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------|-----|------------------------|----|-----------|
| | | technical training and documentation, | | | | |
| additional training for the NGPC Project Manager and | | provision of a User Manual, and | | | | |
| designee when services are enhanced or modified. | | additional training for the NGPC Project Manager and designee when services are enhanced or modified. | | | | |

| Bidder should provide an initial generic transition plan that can apply at both the beginning of the contract and at the end of the contract to facilitate: • transfer of all knowledge necessary to operate all State Park Reservation System services; • documentation of all necessary support processes, procedures, functions, and staffing requirements; and • collaboration to effect an orderly transition of operational control. As much as possible, this initial plan should include items listed in Section IV.L.2. Bidder Response: | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| facilitate: • transfer of all knowledge necessary to operate all State Park Reservation System services; • documentation of all necessary support processes, procedures, functions, and staffing requirements; and • collaboration to effect an orderly transition of operational control. As much as possible, this initial plan should include items listed in Section IV.L.2. Bidder Response: | |
| transfer of all knowledge necessary to operate all State Park Reservation System services; documentation of all necessary support processes, procedures, functions, and staffing requirements; and collaboration to effect an orderly transition of operational control. As much as possible, this initial plan should include items listed in Section IV.L.2. Bidder Response: | |
| Reservation System services; • documentation of all necessary support processes, procedures, functions, and staffing requirements; and • collaboration to effect an orderly transition of operational control. As much as possible, this initial plan should include items listed in Section IV.L.2. Bidder Response: | |
| documentation of all necessary support processes, procedures, functions, and staffing requirements; and collaboration to effect an orderly transition of operational control. As much as possible, this initial plan should include items listed in Section IV.L.2. Bidder Response: | |
| collaboration to effect an orderly transition of operational control. As much as possible, this initial plan should include items listed in Section IV.L.2. Bidder Response: | |
| As much as possible, this initial plan should include items listed in Section IV.L.2. Bidder Response: | |
| Section IV.L.2. Bidder Response: | |
| Bidder Response: | |
| | |
| RTM-29 Bidder should describe the provisions it would plan to undertake to assure that the State Park Reservation System remains operational | |
| during the transition to a new contractor, with agreement to: continue to operate under this agreement as Project Manager for | |
| a period of up to 12 months, | |
| make an orderly transition of the services defined in this RFP, and | |
| continue under the same fee arrangement for those revenue | |
| generating services which the current contractor continues to | |
| host and other services it performs during the transition period. | |

State of Nebraska (State Purchasing Bureau) REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508 Phone: 402-471-6500 Fax: 402-471-2089

| SOLICITATION NUMBER | RELEASE DATE |
|-------------------------------------------|--------------------------------|
| RFP 5093Z1 | August 13, 2015 |
| OPENING DATE AND TIME | PROCUREMENT CONTACT |
| September 14, 2015 2:00 p.m. Central Time | Nancy Storant/Connie Heinrichs |

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5093Z1 for the purpose of selecting a qualified contractor to provide a statewide, web-based State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System.

Written questions are due no later than August 25, 2015, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

- Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
- 2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
- 3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://das.nebraska.gov/materiel/purchasing.html
- **4.** It is understood by the parties that in the State of Nebraska's opinion, any limitation on the Contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the Contractor's bid or in the final contract.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material

on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

| | rement Act, Neb. Rev Stat §73-603 DAS is required to of contracts awarded to Nebraska Contractors. This be considered for contract award purposes. |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Nebraska Contractor" shall mean any bidder who ha | Ider hereby attests that bidder is a Nebraska Contractor. as maintained a bona fide place of business and at least) months immediately preceding the posting date of this |
| | |
| | abled veteran or business located in a designated at. §73-107 and wish to have preference, if applicable, |
| FIRM: | |
| COMPLETE ADDRESS: | |
| TELEPHONE NUMBER: | FAX NUMBER: |
| SIGNATURE: | DATE: |
| TYPED NAME & TITLE OF SIGNED. | |

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Account Number: The account number is the combination of a fund identifier, business unit code, object code, subsidiary code, subledger type, and subledger code. Each business unit is tied to one fund. A fund can be tied to multiple business units.

Addendum: Something to be added or deleted to an existing document; a supplement.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

ARO: After Receipt of Order

Authentication: The process of uniquely identifying an individual. Authentication ensures that the individual is who he or she claims to be, but says nothing about the access rights of the individual.

Authorization: The process of giving individuals access to system objects based on their identity which allows them to add, update, delete or view information for a web application.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Business Rules: The policies and procedures determined by the Nebraska Game and Park Commission (NGPC) that are necessary to administer reservations on a fair and equal basis for guests, and to provide direction to contractor while conducting reservation business for NGPC. Business rules are subject to change at the discretion of NGPC to enhance the administration of a centralized campground reservation system.

Business Unit Code: An alphanumeric code (consisting of 12 characters) that is unique to each entity within the State and is used to track costs.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Calendar Year: The one (1) year period beginning January 1st and ending December 31st.

Camping Limit: A fourteen (14) day limit in any consecutive 30-day period at one (1) State Park facility.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Change Fee: The fee charged to process a reservation change.

Channel: In this RFP, channel refers to the source of a reservation. Reservations can be made through the call center, via the internet, or at a park office.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Confirmed Reservation: A reservation is confirmed when a payment on that reservation has been received.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Cutoff: The number of days prior to arrival that a guest is allowed to make a reservation. After the cutoff date, the unit becomes available on a first-come, first-serve basis.

Designated Campsite: A campsite that is identified by a numbered post.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Double Booking: The booking of a unit by more than one (1) party for the same date, to include any portion of a reservation stay with overlapping days, whether or not the reservations were made through the call center, via the reservation website, or at a park office.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

First-Come, First-Serve: Registration of walk-in guests for immediate stay at, or use of, campsites, cabins, lodge rooms, horse stalls, picnic shelters, and meeting rooms that are not occupied either due to no reservation for the unit by the cutoff date or the campsite is identified as non-reservable. No reservation fee is charged to the guest.

Fiscal Year: July 1 through the following June 30.

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Front Desk: The main component of the State Park Reservation System used by park staff to begin a reservation for an individual customer.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Fund Identifier: An alphanumeric code (consisting of 5 characters) that identifies an independent accounting entity with a self-balancing set of accounts.

Go Live: The date, mutually agreed upon between the contractor and NGPC, on which the State Park Reservation System begins accepting and processing reservations for Nebraska.

Group Event Planning: The main component of the State Park Reservation System used by park staff to begin a reservation for a group or business.

Initial Reservation: The initial contact to reserve a unit (e.g., campsite, cabin, lodge room, meeting room, picnic shelter, horse stall) for a specific period of time in a particular State Park facility. The initial reservation includes the issuance of a reservation number.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

Internet: In general, a collection of networks connected to each other using TCP/IP technology. The general public is able to use the internet to access the State Park Reservation System.

Interruption: When determining potential penalties for performance failures, interruption is any disruption of full functionality or intermittent outages extending over a two (2) hour period.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

LDAP: LDAP (Lightweight Directory Access Protocol) is an Internet protocol that applications use to look up user information from a server, such as Microsoft Active Directory.

Lodging: Cabins and/or lodge rooms.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Merchandise: All items available for purchase or use at a park that is not a reservable unit. As used in this RFP, merchandise includes items such as meals, firewood, cribs, roll-away beds, and extra picnic tables.

Method of Payment: The following are acceptable forms of payment at the present time. MasterCard, Visa, money orders, personal checks, NGPC bucks, camping coupons, Travelers' checks, NGPC promotional coupons, gift certificates, Inter-Agency Billing Transactions (IBTs), NGPC vouchers, and cash. Reservations made via the internet accept payment by MasterCard or Visa.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

NGPC: The Nebraska Game and Parks Commission is a unit of State Government in the State of Nebraska.

NGPC Bucks: A gift certificate issued by NGPC for a specified value and accepted as payment as indicated on the certificate.

NGPC Fee: A fee determined by NGPC and collected as payment to use a campsite, lodge room, cabin, picnic shelter, horse stall, meeting room, activity, etc.

NGPC Project Manager: The NGPC staff person assigned to administer the State Park Reservation System and serve as the main point of contact between the contractor and NGPC for administrative issues.

Non-Reservable Units: No reservations are allowed for non-reservable units.

Object code: An alphanumeric code (consisting of 6 characters) that identifies a cost category within a cost code, such as labor, materials, equipment, and subcontracts. It can further divide a cost category into subcategories.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Order ID Number: A unique number is assigned to each separate financial transaction or amount charged to the guest and associated with a reservation.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Partial Reservation Cancellation: When a guest requests to drop one (1) or more nights (e.g. drop last night of a three (3) night stay) of a multiple night reservation.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Registration: Registrations are available by walk-in, without a reservation, for an immediate stay, on a first-come, first-serve basis, at a State Park facility. The guest is not charged a reservation fee to register.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Reservation: The advance booking (in advance of designated reservation cut-off time) of a reservable unit and/or activity for a contiguous period of time and a commitment to hold the unit for a guest's use.

Reservation Cancellation: A cancellation of the entire reservation.

Reservation Change: Subsequent to the initial reservation, a guest contacts via telephone to change one (1) or more of the parameters of the guest's reservation.

Reservation Number: A unique number assigned to each initial reservation entered into the State Park Reservation System (tentative or confirmed), which allows park staff to quickly identify a guest's specific reservation.

Reservation Date: The date on which the reservation was made.

Reservation Transaction: Each new telephone contact, walk-in contact, or online session that results in a successful reservation, change(s) to a reservation, or cancellation of the reservation.

Reservation Fee: The fee charged to process a reservation.

Reservation Window: A rolling period of time during which a customer is allowed to make a reservation, the period begins one year prior to arrival and ends a few days prior to arrival.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected us justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

State: The State of Nebraska.

State Park Reservation System: A web-based centralized Nebraska State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System.

State Parks: When used in general context, this shall mean all State Park areas (State Parks (SP), State Recreation Areas (SRA), and State Historical Parks (SHP)).

Subledger code: An 8-character alphanumeric code that is a subset of the object code.

Subledger type: A 1-character alphanumeric code used with the subledger code to identify the subledger type.

Subsidiary code: An 8-character alphanumeric code that is a subset of the object code that includes detailed records of the accounting activity.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Unconfirmed Reservation: When no money has been received for a reservation or when a non-sufficient fund (NSF) check or declined credit card has been received as payment for a reservation.

Unit: Reservable or non-reservable inventory (e.g., cabins, lodge rooms, campsites, picnic shelters, meeting rooms, horse stalls.)

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Void: A void is a transaction made to reverse a transaction that was made in error and needs to be eliminated from the State Park Reservation System. Voids are intended only to correct transactions that should not have occurred. They are not intended to replace the cancellation process.

Walk-In Guest: A guest who is registered by staff at a State Park facility on a first-come, first-serve basis into the State Park Reservation System for campsites, cabins, lodge room, horse stall, picnic shelter, or meeting room (no reservation fee is charged).

Web Applications: Web server based applications that are accessed using a web browser. This definition includes custom developed systems and third party software systems.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 5093Z1 for the purpose of selecting a qualified Contractor to provide a statewide, web-based State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued approximately for a period of five (5) years effective the date of award. The contract has the option to be renewed for three (3) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: http://das.nebraska.gov/materiel/purchasing.html

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

| | ACTIVITY | DATE/TIME |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| 1. | Release Request for Proposal | August 13, 2015 |
| 2. | Last day to submit written questions | August 25, 2015 |
| 3. | State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at http://das.nebraska.gov/materiel/purchasing.html | September 2, 2015 |
| 4. | Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 | September 14, 2015 2:00 PM Central Time |
| 5. | Review for conformance of mandatory requirements | September 14, 2015 |
| 6. | Evaluation period | September 16, 2015 thru September 25, 2015 |
| 7. | "Oral Interviews/Presentations and/or Demonstrations" (if required) | TBD |
| 8. | Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html | October 9, 2015 |
| 9. | Contract finalization period | October 13, 2015 through November 3, 2015 |
| 10. | Contract award | November 4, 2015 |
| 11. | Contractor start date | TBD |

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II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Nancy Storant/Connie Heinrichs

Agency: State Purchasing Bureau Address: 1526 K Street, Suite 130

Lincoln, NE 68508

Telephone: 402-471-6500 Facsimile: 402-471-2089

E-Mail: <u>as.materielpurchasing@nebraska.gov</u>

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing a statewide, web-based State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Sub-Contractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is signed. Violation

of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

- **1.** written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
- **2.** contacts made pursuant to any pre-existing contracts or obligations;
- **3.** state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5093Z1; a statewide, web-based State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Nancy Storant/Connie Heinrichs, showing the total number of pages transmitted, and clearly marked "RFP Number 5093Z1; a statewide, web-based State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

| Question | RFP Section | RFP Page | Question |
|----------|-------------|----------|----------|
| Number | Reference | Number | |
| | | | |

Written answers will be provided through an addendum to be posted on the Internet at http://das.nebraska.gov/materiel/purchasing.html on or before the date shown in the Schedule of Events.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority

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and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

G. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the proposal will be rejected.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical

Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

H. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

I. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

J. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

K. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

- **1.** Corporate Overview shall include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - **b.** the character, integrity, reputation, judgment, experience, and efficiency of the bidder:
 - **c.** whether the bidder can perform the contract within the specified time frame;
 - **d.** the quality of bidder performance on prior contracts;
 - **e.** such other information that may be secured and that has a bearing on the decision to award the contract:
- 2. Technical Approach; and
- **3.** Cost Proposal.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

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Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

- **a.** Documentation from the United States Armed Forces confirming service;
- **b.** Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at http://das.nebraska.gov/materiel/purchasing.html Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not be published.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

M. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

- 1. Request for Proposal For Contractual Services form, signed in ink:
- 2. Corporate Overview;
- 3. Technical Approach; and
- **4.** Cost Proposal.

N. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks, and negative references may eliminate bidders from consideration for award.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders should be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

P. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

- **1.** Rejection of a bidder's proposal;
- 2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. Bidders must include completed Section III with their proposal response.

A. GENERAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The contract resulting from this Request for Proposal shall incorporate the following documents:

- 1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
- 2. Contract Award and any attached Addenda;
- 3. The Request for Proposal form and the Contractor's Proposal, signed in ink
- **4.** Amendments to RFP and any Questions and Answers; and
- **5.** The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html

Grievance and protest procedure is available on the Internet at: http://das.nebraska.gov/materiel/purchase bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach

of contract. The Contractor shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------------------------------------------|-----------------|
| | | | |

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Sub-Contractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Sub-Contractor(s). The Contractor is also responsible for ensuring Sub-Contractor(s) maintain

the insurance required until completion of the contract requirements. The Contractor shall not allow any Sub-Contractor to commence work on any Sub-Contract until all similar insurance required of the Sub-Contractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-Contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Sub-Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Sub-Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A Statutory

Coverage B

Bodily Injury by Accident \$100,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$100,000 each employee

b. **COMMERCIAL GENERAL LIABILITY**

General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$2,000,000

Personal/Advertising Injury \$1,000,000 any one person
Bodily Injury/Property Damage \$1,000,000 per occurrence
Fire Damage \$50,000 any one fire
Medical Payments \$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage \$1,000,000 combined single limit

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance \$1,000,000 per occurrence

e. SUBROGRATION WAIVER

"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."

f. LIABILITY WAIVER

"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

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G. COOPERATION WITH OTHER CONTRACTORS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.

The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------------------------------------------|-----------------|
| | | | |

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's

proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Sub-Contractor's services, the Sub-Contractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Sub-Contractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Sub-Contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Sub-Contractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Sub-Contractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

- 1. any and all employment taxes and/or other payroll withholding;
- **2.** any and all vehicles used by the Contractor's employees, including all insurance required by state law:
- **3.** damages incurred by Contractor's employees within the scope of their duties under the contract:
- **4.** maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
- **5.** determining the hours to be worked and the duties to be performed by the Contractor's employees.

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K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------------------------------------------|-----------------|
| | | | |

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------------------------------------------|-----------------|
| | | | |

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any

third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-Contractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

X. NOTIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

- 1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
- 2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The contract may be terminated as follows:

- **1.** The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- 2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- **3.** The State may terminate the contract immediately for the following reasons:
 - **a.** if directed to do so by statute;
 - **b.** Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business:
 - **c.** a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - **d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - **f.** a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - **g.** Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

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Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION - CONTRACT TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

- 1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
- 2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

DD. PENALTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

Contractor shall restore the functionality of the State Park Reservation System within two (2) hours during peak usage periods which are 7 a.m. to 7 p.m. Central Time each day April 15th through October 15th, and within three (3) hours during off peak usage periods. For more than two (2) occurrences of interruption of more than two (2) hours or a total of four (4) hours of interruption during peak usage periods in a calendar month, the penalty will be imposed beginning the first hour of the next interruption. For more than two (2) occurrences of

interruption of more than three (3) hours or a total of six (6) hours of interruption during offpeak usage periods in a calendar month, the penalty will be imposed beginning the first hour of the next interruption.

In the event the interruption of the State Park Reservation System is attributable to a defect due to the acts of omission or negligence of Contractor, Contractor shall pay a penalty of two thousand dollars (\$2,000) per hour for each hour the State Park Reservation System is not fully functional after the time periods set out above; if, however the State determines such non-functionality is caused by reasons other than the acts or negligence of Contractor, Contractor shall not be subject to this penalty.

The State Park Reservation System must provide immediate response to user input. Continued delays in response time shall be considered an interruption in service and subject to penalty as described above.

The determination of loss of functionality shall be made by the State and such determination shall be final.

In the event that the State Park Reservation System allows a reservation double-booking of any facility, the contractor will refund all fees and charges to the guests affected, and return three (3) times this amount to Nebraska Game and Parks Commission (NGPC). Reservation double-booking means accepting more than one reservation for a specific facility with overlapping stays, no matter which channel or where the reservations were made.

In the event that the State Park Reservation System loses a reservation, the contractor will refund all fees and charges to the guests affected, and return three (3) times this amount to NGPC. A reservation is lost or missing when it could not be found in the State Park Reservation System at least by arrival day and can be substantiated by evidence, such as a confirmation notice or reservation number, and reviewed by NGPC Project Manager and Contractor.

Failure by the State Park Reservation System to enforce the Reservation System Business Rules, as outlined in Appendix B within this RFP, will result in a fine of \$100 per occurrence. In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated.

If any of the performance standards were not attained, based on review of the required monthly performance standard reports, the contractor will be assessed penalties as outlined above. The NGPC Project Manager will meet with the contractor's Project Manager, if necessary, to determine whether those standards were met and if any corrective action is needed when they were not met. Any penalty is assessed against that month's contractor's invoice.

EE. FORCE MAJEURE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

Invoices for payments should be submitted by the contractor to the Nebraska Game and Parks Commission via mail and email in a sortable Excel Spreadsheet (2200 N. 33rd Street, Lincoln, NE 68503 and to an email address to be determined) requesting payment for services with sufficient detail to support the payment. The fields required are:

- 1. Park
- 2. Sales Channel (Call Center, Field, Web)
- **3.** Transaction Group (Cancellation, Reservation, Transfer)
- Account
- **5.** Order Number
- **6.** Customer
- 7. Transaction Type (Reservation, Transfer Same Facility Diff Value, Change Dates, Extend Stay Leave Later, Cancellation, Extend Stay Arrive Earlier, etc...)
- **8.** Fee Schedule
- **9.** Schedule Price (USD)

The invoice should show the totals for each of the Sales Channels by Transaction Group, and a Grand Total. The invoice should only be for a one calendar month period.

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

II. RIGHT TO AUDIT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Sub-Contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other

reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Sub-Contractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Sub-Contractors to the extent that those sub-contracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

JJ. TAXES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

KK. INSPECTION AND APPROVAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Sub-Contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

LL. CHANGES IN SCOPE/CHANGE ORDERS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

MM. SEVERABILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

NN. CONFIDENTIALITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

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

OO. PROPRIETARY INFORMATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney

General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ. STATEMENT OF NON-COLLUSION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or

attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

RR. PRICES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------------------------------------------|-----------------|
| | | | |

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

SS. BEST AND FINAL OFFER

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be

granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------------------------------------------|-----------------|
| | | | |

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

UU. INDEMNIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub-Contractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-Contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

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WW. ANTITRUST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. DISASTER RECOVERY/BACK UP PLAN

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

YY. TIME IS OF THE ESSENCE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

ZZ. RECYCLING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

AAA. DRUG POLICY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

BBB. EMPLOYEE WORK ELIGIBILITY STATUS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

The completed United States Attestation Form should be submitted with the Request for Proposal response.

- 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all sub-contracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

DDD. POLITICAL SUB-DIVISIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

EEE. OFFICE OF PUBLIC COUNSEL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

FFF. LONG-TERM CARE OMBUDSMAN

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| | | | |

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

GGG. LICENSE/SERVICE OR OTHER AGREEMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|------------------------------------------------------------|-----------------|
| | | | |

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

Nebraska Game and Park Commission (NGPC), State Parks Division, is seeking a State Park Reservation System that accepts and processes reservations and registrations in real-time and provides cutting edge technology that is easy to understand and use for both NGPC park staff and the parks' customers. The system should provide an integrated event planning module. Reservations and registrations should be trackable and guest reservation history should be available.

There should be an integrated Revenue Management module and an integrated Sales module that comply with Generally Accepted Accounting Principles (GAAP). The system should generate transaction files of collected revenue, transaction fees, and merchandise items to be sent to the State's financial system. The system should allow for offline cash and check sales.

The system should be able to create reports to assist NGPC's decision making and assist in daily facilities management. The system should provide features that allow easy promotion of park use and attendance at special events.

NGPC intends to award to a single contractor to provide, operate, and support such a customized website and State Park Reservation System.

B. NGPC

The mission of the NGPC is the stewardship of the State's fish, wildlife, park, and outdoor recreation resources in the best long-term interests of the people of Nebraska and those resources.

Nebraska State Parks

Nebraska's State Park System currently is comprised of eight (8) State Parks (SP), ten (10) State Historical Parks (SHP), fifty-nine (59) State Recreation Areas (SRA), and two (2) State Recreation Trails. In total, the State Park System's seventy-nine (79) areas encompass an estimated 136,363 acres of land and water which, in 2014, hosted an estimated 12,348,491 visitor use days of recreation (up from 11,639,280 in 2013).

The State Park System is administered by a Division Administrator who oversees three (3) Assistant Division Administrators who are responsible for all State Parks within their respective areas. The Assistant Division Administrators have various responsibilities including budget and administration, operational oversight, and events programming. The NGPC is responsible for approving all park and reservation fees.

Reservations in Nebraska State Parks have increased year after year and this trend is expected to continue. The table below shows numbers of reservations by channel for the last 6 years. The average annual percentage increase during that period was nearly 2.3%

| | Website | Call Center | Park Office | Total | %Increase |
|------|---------|-------------|-------------|--------|-----------|
| 2014 | 32,525 | 3,503 | 13,364 | 49,392 | 2.6% |
| 2013 | 31,334 | 3,628 | 13,169 | 48,131 | 5.1% |
| 2012 | 29,079 | 4,017 | 12,718 | 45,814 | 4.1% |
| 2011 | 27,092 | 4,237 | 12,660 | 43,989 | -0.15% |

| 2010 | 25,900 | 4,694 | 13,461 | 44,055 | 1.8% |
|------|--------|-------|--------|--------|------|
| 2009 | 23,510 | 5,362 | 14,423 | 43,295 | |

Information about Nebraska State Parks may be obtained from the NGPC website at http://outdoornebraska.ne.gov/parks.asp

C. CURRENT OPERATING ENVIRONMENT Access

The NGPC State Parks Division (State Parks) currently uses a statewide, web-based reservation system that accepts and processes reservations in real-time using the following methods of access.

- 1. The current contractor hosts an internet website that permits the public to check availability of reservable units and to make and cancel reservations. The site can be accessed by the public directly.
- 2. The Nebraska State Parks Reservation Call Center is housed in the NGPC headquarters office in Lincoln, Nebraska, and is staffed by NGPC employees year-round. Customer service issues can be addressed and reservations can be made through the call center.
- **3.** Reservations can be made by phone or walk-in at any staffed park facility for that facility.

Features

The basic features of the current State Park Reservation System are listed below; however, the following is not a complete list.

- 1. The current State Park Reservation System provides:
 - a. a single web-based centralized database that maintains real-time updating by park staff and the public accessing the State Park Reservation System,
 - **b.** Help Desk support for NGPC staff from 9am to 6pm CT with forwarding to an on-call number after hours.
 - **c.** a separate test database that mirrors the production database,
 - **d.** a reservation and registration management module,
 - **e.** a group event planning module,
 - **f.** a sales module that allows offline cash and check sales when the online module is unavailable.
 - g. a revenue management module with secure transaction, reconciliation, and remittance features, which is GAAP compliant as it handles accounts receivable and accounts payable
 - **h.** the ability to make, modify, and cancel reservations,
 - i. reports and reservation data in various formats to aid park staff with arrivals and day-to-day park management,

See Appendix A - Current Features and Processes for details of the current system.

2. Minimum Hardware Configuration

The current State Park Reservation System is hosted and maintained by the current contractor on an Oracle database, which is accessed through the internet and by NGPC-provided hardware with a minimum configuration of Intel Q8400 Processor @ 2.66GHz, 4 GB RAM, 320 GB Hard Drive, Windows 7, Office Professional 2010, and is supported to use Internet Explorer and Firefox.

Additional hardware/equipment includes (numbers of devices currently in use are shown in parentheses below):

- **a.** Thermal Receipt Printers (66)
 - Citizen Micro HumanTech
 - a) Model CT-S2000 Series
- **b.** Cash Drawers (62)
 - i. MMF Cash Drawer
 - a) Model Printer Driven
- **c.** Credit Card Swipes (66)
 - i. ID Tech Mini Mag Magnetic Stripe Reader
 - a) Model # IDMB-334133BX
 - **b)** Model # IDMB-334112B
- **d.** Bar Code Scanners (24)
 - i. Symbol LS2208.

Limited quantities were initially provided by the contractor and 8 more of each are supplied annually, all of which become property of the State.

D. SCOPE OF WORK

The contractor will be responsible for the implementation and maintenance of a statewide web-based State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System (State Park Reservation System) for the State of Nebraska as specified in this RFP. This system will be the focal point for customers who want to visit the great State of Nebraska, providing a one-stop shop where visitors are able to see what Nebraska's State Park System has to offer, make their reservations at State park facilities, and pay for those reservations.

The State Park Reservation System will provide complete reservation and registration features for individual visitors and for groups wishing to use State Park facilities. It will provide a link to the NGPC website but will not otherwise gather information from, or provide data to, that system.

The State Park Reservation System will handle sales and inventory tracking of merchandise items, including collection of offline cash and check sales data when online service is not available. Accounting of receivables and refunds will be handled, and various reports and statements will be generated to provide appropriate information to customers and administrative and field staff. Files will be created to be sent to the State's accounting system but no other State systems will be directly or indirectly affected.

E. PROJECT REQUIREMENTS

The awarded contractor must, at a minimum, continue to provide the current services to customers and NGPC staff as outlined above and detailed in Appendix A - Current Features and Processes and improve on the current system to enhance productivity and efficiency. The awarded contractor will be responsible for the following services and functions.

1. Reservation and Registration Processing

The State Park Reservation System must provide complete reservation/registration services. Additionally, group event planning functions must be provided for NGPC staff. Reservations are subject to the NGPC State Parks Division Reservation System Business Rules as outlined in Appendix B. For group events, flexibility is allowed in the

enforcement of the NGPC State Parks Division Reservation System Business Rules, however, the reservation fee and the one (1) year in advance reservation window must be enforced.

The State Park Reservation System should:

- **a.** allow search for, description and availability of, reservable units,
- **b.** display narrative about each park and its activities,
- **c.** allow reservation of specific unit(s),
- **d.** allow registration of walk-in guests for units that are available,
- **e.** create or update a customer or group profile, including red flag alerts that can be viewed by staff when making a reservation and at registration.
- **f.** allow a group event to be planned and reserved, similar to events held in hotels and conference centers to include the ability to :
 - i. allow a unit that is part of a Group Event to be separated from the Group Event and transferred to an individual reservation, and recalculate the Event's new balance,
 - **ii.** send a confirmation to the primary occupant rather than the original customer who made the reservation, and
 - iii. assign and track occupants of units in a group reservation,
- **g.** allow changes to, or cancellation of, an entire reservation, or part of a reservation,
- **h.** allow payment at the time of reservation, invoicing at a later date, or mailing a payment,
- i. update units as reserved when reservations are made,
- **j.** send a confirmation of a new, modified or cancelled reservation or a financial transaction, and
- **k.** generate guest registration forms, and
- I. retain historical information about reservations and profiles.

2. Merchandise Processing

The Sales module of the State Park Reservation System should be able to function independently and should be integrated with the Reservation module to allow park staff to charge guests, and collect payment, for miscellaneous items, whether or not a reservation is involved. The Sales module should allow offline cash and check sales, storing pertinent information, when the online system is temporarily unavailable, for later batch processing.

The Sales module should display merchandise items based upon the channel where the item is available for sale or use (e.g., roll-away beds, cribs, firewood, extra picnic tables, meals), and provide a mechanism that allows NGPC staff with appropriate authority to designate the channels on which an item is available. The module should allow merchandise items to be purchased and paid for, allowing park staff to collect payment by all methods of payment that are acceptable via that channel, or to add the cost to a guest or group event reservation account. At the park office, all items should be available (as they currently are); at the call center and on the website, specified item(s) should be available.

The Sales module should allow processing of tips collected from customers (for all methods of payment), specifically:

a. provide a place for the customer to enter the amount to add as the tip on the guest receipt,

- **b.** allow the cashier to enter the tip amount and charge the guest's credit card accordingly,
- **c.** accumulate tip totals by park staff ID (in order to provide proper tracking and payment of tips collected for payment to the appropriate individual).

The Sales module should:

- a. allow park staff to enter a discount that will reduce the price for specified items,
- **b.** allow grouping of items, including reservable unit(s), to sell as one package with the appropriate object code and subledger code for each item, and
- **c.** allow park staff with appropriate authority to add, edit, or delete all necessary data for merchandise items.

3. Application Security and Administrative Functions

The State Park Reservation System must support various levels of role-based security. The NGPC Project Manager should be able to assign staff to configurable roles. Each staff member who uses the State Park Reservation System is required to have a secure login ID, which is associated with their role.

The State Park Reservation System should allow the NGPC Project Manager to:

- **a.** define role profiles to designate specific permissions for park staff member access,
- **b.** configure:
 - i. which screens are visible to staff, based on role profile,
 - ii. who can update inventory photos, based on role profile, and
 - iii. which fields can be modified, based on role profile;
- c. set or modify business rules and other parameters, such as policies, prices, tax rates, and cut-off dates for each of the channels used to make or modify a reservation.
- **d.** designate reservable units in each park area, and
- **e.** add, modify, and remove merchandise items.

The State Park Reservation System should retain a record of actions taken on the State Park Reservation System together with information to identify who implemented the action.

4. Financial

The State Park Reservation System must provide a Revenue Management module that allows billing guests for all charges incurred during their stay and allows billing groups for all charges incurred during a group event. The financial structure of the Revenue Management module must provide a breakdown of revenue that conforms to GAAP and NGPC's current accounting system. The State Park Reservation System must provide adequate security, internal controls, and management reporting to assure that revenue transactions and reservation data are processed accurately, consistently, and in a timely manner and should provide ad hoc reporting capability. The contractor will be responsible for maintenance and storage of financial data for seven (7) years from date of transaction.

The Revenue Management module must provide a comprehensive audit trail and reconciliation reporting that should be flexible enough to allow reconciliation at various time intervals. The module should allow staff to trace a guest's payment back to the original transaction and provide specific details of the transaction.

The Revenue Management module should allow creation of new merchandise items, together with the appropriate accounting codes.

5. Payment and Credit Card Processing

The State Park Reservation System must be able to accept and categorize payments by check, Traveler's check, money order, all major credit card and debit card brands, voucher, gift certificate, NGPC bucks, IBT (Inter-Agency Billing Transaction), and any promotional coupons or gift cards issued by the NGPC.

The State Park Reservation System must integrate with the State of Nebraska's Merchant Credit Card Processing Service. All credit card transactions will be securely processed through the State Park Reservation System and all will undergo on-line verification prior to reservation confirmation. Processing must be compliant with Payment Card Industry's Data Security Standards ("PCI DSS").

The State Park Reservation System must have an accounts receivable (AR) module, used to post an amount due when a reservation is made that will be paid for later and to make adjustments. The module should be able to handle advance deposits for group events and recalculation of the group's account balance when a unit is separated from the group event and transferred to an individual reservation.

The State Park Reservation System must have an accounts payable (AP) module, used when handling a credit is owed to a guest or group, which should include the ability to create a voucher or issue a refund.

6. Reports and Statements

See Appendix C, Reports, for descriptions of required reports.

All reports should be available for on-screen display, for formatted printing, and for export into Microsoft Excel and PDF worksheets. Data should be selectable by date and location parameters. Reports should be sortable. The State Park Reservation System should allow ad hoc reporting capability.

Revenue accounting reports should breakdown revenue collected by accounting categories to facilitate NGPC deposits. These reports should be sortable.

The State Park Reservation System should allow the printing of an advance statement with payment and balance information upon guest arrival. Upon check out, an itemized statement should be printed reflecting all payments and providing a current balance.

See Appendix D for lists of fields needed in reports, confirmations, registrations, and on screen display of reservable units.

F. TECHNICAL REQUIREMENTS

1. BUSINESS CONTINUITY PLANNING AND DISASTER RECOVERY

The contractor must provide a primary site and a secondary site as bi-directional (or fail over ready) sites. Both facilities need to be classified as "Tier IV" under the guidelines set forth by the National Uptime Institute at http://www.gpxglobal.net/wp-content/uploads/2012/10/TIERSTANDARD Topology 120801.pdf.

Contractor will be required to create, document, and test quarterly the backup, failover, and disaster recovery procedures and provide a report of the results to NGPC.

2. DATA OWNERSHIP AND STORAGE, REPLICATION, AND BACKUP

All data must be migrated from the current reservation system to the new contractor's State Park Reservation System prior to the go-live date. Testing of data migration must be done in advance according to the Testing Plan to ensure data has not been lost or corrupted.

NGPC is, and will remain, the owner of all data maintained on the database. The contractor will be responsible for storing, and for the safe keeping of, all data on a central database and for maintaining a full backup copy of the production database. The contractor will be responsible for maintaining and storing all data for seven (7) years from the time the reservation is made. All data must remain accessible to NGPC.

Data storage, replication, and backup services must be located in the United States and must use leading technologies. Contractor must provide a high-speed Storage Area Network (SAN) fabric that allows for fiber data transfer speeds for offsite replication of the State Park Reservation System's data. Contractor is responsible for having a data recovery plan emphasizing data and system recovery timeline.

The contractor must provide a Secure File Transfer Protocol (SFTP) server as the means to upload and download data during scheduled exchanges of bulk information.

A backup of all databases will be provided to NGPC on at least a monthly basis, or as requested, to include a database mapping when the structure/fields of the database change(s).

3. HOSTED ENVIRONMENT

Three Environments

The contractor will provide a development environment and a Customer Acceptance Testing (CAT) environment as well as a production environment. The development environment will be used by the contractor's staff to test the product, make enhancements, and correct deficiencies before new code is moved to the CAT environment. The NGPC Project Manager and designee(s) should have access to the development environment throughout the development process.

A CAT site and database that mirrors the structure and functions of the production environment will be available at all times for training purposes. This CAT database will be synchronized with the production database on at least a quarterly basis. The CAT environment must be completely separate and should have a distinctly different look than the production environment. The contractor should provide a test credit card number, and accept only this credit card number, for use on the development and CAT sites. After the initial development and implementation is complete, the CAT environment must be kept and maintained for training and for user acceptance testing of any subsequent additions or modifications to the State Park Reservation System.

Hardware

NGPC will provide personal computers and document printers at the park offices and the call center.

The contractor's State Park Reservation System must be able to operate at the State's current minimum hardware configuration. The contractor's State Park Reservation System must be compatible with the NGPC's current additional hardware/equipment or the contractor must provide compatible hardware/equipment (see Section IV. C. CURRENT OPERATING ENVIRONMENT Item 2 under Features above) and must provide all additional hardware/equipment needed for efficient operation of the State Park Reservation System (currently eight (8) each of thermal printers, cash drawers, credit card swipes, and bar code scanners annually), to include replacement with newer/advanced devices as technology progresses.

Software

The contractor will either include the NGPC as a named licensee on all Third Party Software licenses used in the operation of the State Park Reservation System, or covenants that at such time the contractor's obligation to operate the State Park Reservation System terminates, the contractor shall deliver Third Party Software to NGPC and will cooperate with the NGPC's efforts to obtain assignment of such licenses.

Internet Connectivity

NGPC is responsible for internet connectivity at the park offices and the NGPC's administrative offices.

Integration with Nebraska Directory Services

State of Nebraska standards require that all state government web applications that require authentication and authorization of users will utilize Nebraska Directory Services (NDS) to access web-based applications. NDS is based upon Microsoft Active Directory and can be accessed via native Active Directory methods or Secure LDAP (LDAPS). Multi-factor authentication is available.

Browser Compatibility

The State Park Reservation System should be accessible using popular, widely available browsers such as Microsoft Internet Explorer, Safari, Firefox, and Chrome, including all currently supported versions, as well as on Apple and Android devices, and on other personal mobile devices. No custom software will be required to reside on the user's device.

Website

NGPC's website must be accessible by the public directly. The web page should be dedicated to the NGPC Nebraska State Parks and may not contain any non-NGPC advertising. Changes in the design of the web page after receiving NGPC approval will be coordinated through the NGPC Project Manager. The web page may be associated with a broader scale site, but as soon as a guest selects or searches for Nebraska State Parks, the guest shall be directed to the dedicated page that deals only with Nebraska State Parks. The State Park Reservation System shall provide a link to the NGPC homepage http://www.outdoornebraska.ne.gov/default.asp

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4. MAINTENANCE

The contractor must have a plan for updating, enhancing, and modifying their system in response to technological advances and the need for additional features to improve efficiency and ability to meet the public's and NGPC's demands.

Normal and preventative maintenance shall be performed at a time that shall not adversely impact daily operations, with prior notification to NGPC of the downtime.

The contractor shall provide a list of all enhancements and changes to be made to the State Park Reservation System in a maintenance release prior to the release.

The contractor shall monitor availability of upgrades offered by their hardware and Third-party software vendors and make timely installation of such changes when technically appropriate, at no additional cost to NGPC.

5. INFORMATION SECURITY

The Nebraska Information Technology Commission (NITC) has adopted an Information Security Policy to provide a uniform set of reasonable and appropriate security safeguards for protection of the confidentiality, integrity, availability, and privacy of information collected, stored, and used to serve to citizens of the State.

a. Server Security

- i. Protection against Malicious Code: Software and associated controls must be implemented across systems, and logs monitored, to detect and prevent the introduction of malicious code into the State environment. The introduction of malicious code such as a computer virus, worm, or Trojan horse can cause serious damage to networks, workstations, and state data. On host systems or servers, the signature files must be updated daily or when the virus software vendor's signature files are updated and published.
- **ii. Software Maintenance**: All installed software must be maintained at a vendor-supported level to ensure accuracy and integrity. All known security patches, release updates, service packs, and other fixes must be reviewed, evaluated, and appropriately applied in a timely manner. A baseline configuration of all systems must be provided at the end of the implementation period, prior to acceptance of the system.

b. Access Control

In order to preserve confidentiality, integrity, and availability, state information assets must be protected by logical and physical access control mechanisms.

- i. Logon banners should be implemented to inform users that the State Park Reservation System is for official agency use, or other approved use consistent with agency policy, and that user activities may be monitored, and the user should have no expectation of privacy. Logon banners are usually presented during the authentication process.
- **ii.** The issuance and use of privileged accounts will be restricted and controlled.
- iii. Access to an agency's trusted internal network must require all authorized users to authenticate themselves through the use of an individually assigned User ID and an authentication mechanism (e.g., password, token, smart card).

iv. Access to operating system code, services, and commands must be restricted to only those individuals who need such access in the normal performance of their job responsibilities.

The contractor's system must comply with the NITC Information Security Policy. (Full NITC 8-101: Information Security Policy is at: http://nitc.nebraska.gov/standards/8-101.html) NITC 8-301: Password Standard is at: http://nitc.nebraska.gov/standards/8-301.html. NITC 8-302: Identity and Access Management Standard for State Government Agencies is at: http://nitc.nebraska.gov/standards/8-302.html.)

G. ESCROW

The contractor shall deposit on a monthly basis, at its own expense, with an escrow agent mutually chosen by the contractor and NGPC, a copy of all items that are necessary for the operation and support of the State Park Reservation System, or provide an alternate, similar arrangement. Escrow items shall, at a minimum, include the following:

- 1. the software source code and executables,
- **2.** a list of Third Party Software used and how it's used,
- **3.** documentation for the source code,
- **4.** software architecture and design documentation,
- **5.** diagram of network design and hardware configuration,
- **6.** entity relationship and table and field definitions of the database,
- 7. all State Park Reservation System documentation,
- 8. all current and valid passwords and encryption keys, and
- **9.** any other necessary or useful documentation.

Contractor will have the authority to remove superseded source code and documentation if it is simultaneously replaced with the most current version of the superseded source code and documentation.

The Contractor shall include, along with its annual audited financial statements required in Section III, II Right to Audit, evidence to the State of continued payment of the escrow fees and/or evidence of the ongoing existence of such escrow relationship (or alternate arrangement).

The escrow agreement will include direction to the escrow agent to send confirmation to NGPC (contact to be determined at contract award) of initial deposit and any and all subsequent deposits.

The escrow agreement will include direction to the escrow agent to release all escrowed items to the NGPC within three (3) calendar days of a termination for breach of contract, litigation, or failed transition to a successor contractor.

H. PROJECT PLANNING AND MANAGEMENT

Project Management Plan

The contractor must assign a Project Manager who has been involved in the implementation of systems similar to the one proposed in response to this RFP and will manage the project to ensure the project stays on task and within scope of the contract. The contractor must employ appropriately skilled staff to build and support the State Park Reservation System.

Within ten (10) business days after the contract is awarded, the contractor shall provide a full Project Management Plan. The contractor and NGPC will jointly discuss timing and staffing

issues that will impact the timeline. The result shall be an updated Project Management Plan. The Project Management Plan shall be mutually agreed to and further developed by both the contractor and NGPC. The finalized Project Management Plan must be completed within twenty (20) business days after the contract is awarded and shall be subject to NGPC's approval. The contractor must send a copy of the signed finalized Project Management Plan to NGPC.

The Project Management Plan should include the following items:

- 1. A description of how the project will be defined, managed, controlled, verified, and communicated to the contractor's and NGPC's project teams.
- **2.** A description of all of the major project tasks that shall be completed by the contractor.
- 3. Identification of the specific tasks within each component of the plan that will be completed by NGPC.
- **4.** A complete data mapping document and data conversion strategy.
- 5. A project schedule consolidating all tasks into a logical and manageable flow. This should be a time-based representation of each major task of the project: milestones, dependencies, resource requirements, task durations, and deadlines. The schedule will be detailed enough to show each task to be performed, the start and end date of each task, the expected duration of the task, and turnaround times for NGPC to review, approve, and formally accept or reject the components of the work performed.
- A listing of all key contract participants, what their role is, if they will be onsite, and for what period of time, and who is responsible for completing the task represented in the schedule. NGPC reserves the right to approve or reject any changes to the contractor's Project Manager or other key personnel after the contract is awarded. NGPC also reserves the right to require key personnel changes, with reasonable notice to the contractor.

The Project Management Plan shall be considered finalized when the NGPC Project Manager or designee and the contractor have provided signature approval of the project plan.

The contractor's Project Manager and team lead should meet onsite with NGPC staff on an agreed-upon basis in order to report on work progress and general issues and to test approved applications.

Project Status Reports

For the period of contract initiation through 60 days past implementation, the contractor's Project Manager shall provide weekly Project Status Reports, which shall include;

- significant work plan activities performed during the reporting period, with review of the completed activities and comparison with plan;
- 2. identification of project risks and documented recommendations to mitigate such risks;
- **3.** deliverables completed during the reporting period and Identification of milestones reached and comparison with plan;
- **4.** significant work plan activities and resources planned for the next reporting period;
- **5.** deliverables expected to be completed in the next reporting period;
- **6.** identification of problems or issues and tracking status of problems/issues;
- 7. documentation of what is being done to achieve resolution of problems/issues; and
- **8.** project notes and comments.

The contractor will comply with NITC standards for Project Status Reporting on Enterprise Projects. A copy of the standards document is available at: http://nitc.ne.gov/standards The NGPC Project Manager will work directly with the contractor's Project Manager and will be

responsible for overall quality assurance. During development, the contractor shall conduct and document weekly management status meetings or phone calls and provide weekly written status reports including an updated electronic copy of the complete and up-to-date project work plan including major NGPC activities and milestones.

Coordination

The NGPC Project Manager or designee will act as liaison between the contractor and park staff on issues related to the State Park Reservation System and communicate needs to the contractor for inclusion in future upgrades.

Testing

The contractor shall provide a unit testing plan to be approved by NGPC and shall complete unit testing in the development environment before installing the contractor's system to the Customer Acceptance Testing (CAT) environment.

A user acceptance test plan will be designed by NGPC and user acceptance testing will be completed by NGPC staff, with assistance from contractor staff, before installing the contractor's system to the production environment.

Change Control

The contractor must identify any changes to the project plan that affect the originally agreed to delivery date. The NGPC technical team will be included in the change management process. Change management includes assessing and reporting on the risk and timing of an implementation against the other components of the State Park Reservation System. Any plan changes must be agreed upon by both parties, documented as a change to the project plan, and shall require an approval signature on the revised project plan from the NGPC Project Manager or designee and the contractor.

Contractor must communicate and coordinate any changes to contractor's security infrastructure which directly affect the security of State Park Reservation System data. Contractor must not modify any part of the security posture of the State Park Reservation System unless this is coordinated in advance with the NGPC IT staff. This includes any changes to the hardware, software, or any technical services that may indirectly have an impact to the contractor security posture.

I. PERFORM IMPLEMENTATION

The contractor will provide and configure a State Park Reservation System for agency-wide implementation.

All data must be converted from the current State Park Reservation System to the contractor's State Park Reservation System prior to the go-live date. Data migration and testing of that process must be done in advance, according to the Test Plan, to ensure seamless transition for go-live.

All components of the State Park Reservation System must be installed and implemented for all State Park facilities at the same time.

J. PROVIDE POST IMPLEMENTATION SUPPORT

Scheduled Downtime

The contractor shall provide written advance notification of scheduled downtime and State Park Reservation System updates, allowing time for NGPC staff to plan and test.

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Status Meetings

The contractor will conduct weekly phone calls with the NGPC Project Manager or designee.

Documentation

The contractor must provide complete documentation of the project implementation, any customization or configuration of the software, data migration strategy, end user training guides; testing scripts, cutover documentation, software updates, and any other documents identified during the implementation.

Change Control

The contractor must collaborate and coordinate any changes to the State Reservation System with the NGPC Project Manager or designee. The NGPC technical team will be included in the change management process. Change management includes assessing and reporting on the risk and timing of an implementation against the other components of the State Park Reservation System. Any plan changes must be agreed upon by both parties, documented and require an approval signature by NGPC Project Manager or designee.

Help Desk

The contractor must provide a Help Desk, staffed with knowledgeable personnel, to resolve State Park Reservation System related problems presented by NGPC staff at no additional cost, with no limit on the number of calls that can be placed to the Help Desk. Help Desk support personnel will be available at an 800 telephone number at least during the following daily hours 8 a.m. to 6 p.m. CT (7 days a week).

The Help Desk number must be available for year round coverage, 7 days per week, 24 hours per day for reporting problems. Call forwarding to Help Desk staff may be used during the off hours (outside the hours listed above) and a response must occur within one (1) hour of the message. The Help Desk will function to solve problems and will maintain a log of all calls reporting problems or requesting assistance, fully documenting the problem(s) and what action(s) were taken to correct the issue(s). The log will be made available to NGPC upon request.

A critical situation is one that prevents the reservation or registration of a guest; completion of Reservation or Group Event Planning functions; Sales transactions; or accounts receivable transactions. For critical situations, the contractor is required to provide notification of status (by a process agreed upon by the NGPC Project Manager and the contractor) every three (3) hours until the problem has been resolved.

A non-critical situation refers to anything in the State Park Reservation System that does not function properly, but falls outside the definition of a critical situation. For a non-critical situation, the contractor is required to provide notification of status (by a process agreed upon by the NGPC Project Manager and the contractor) at least weekly until the problem has been resolved.

K. TRAINING REQUIREMENTS

Park staff will be trained in the operation of State Park Reservation System components before the program is in production and before any new function or component is made operational.

The contractor shall train approximately 80 NGPC staff on the use of the State Park Reservation System. Training sessions may be conducted at three locations across the State - East, Central, and West; video conferencing or webinar might be an option if approved by NGPC. The contractor is responsible for contractor staff costs for these training sessions (i.e., travel, hotel accommodations, food, materials, and incidentals). Initial training shall include:

- 1. a general overview of the proposed State Park Reservation System, its functions, capabilities, limitations, components, and physical layout,
- walk-through of common field-oriented processes (e.g., reservation processing and cancellations, walk-in registration, unit changes, early departure, extending stays, and park changes),
- **3.** generation and distribution of reports.
- **4.** troubleshooting and problem resolution procedures, error messages, help features, and inquiry functions,
- **5.** training should be broken down by staff functions for park staff, administrator(s), and managers,
- **6.** train NGPC staff on how the website works for the general public to make reservations, and
- **7.** Help Desk protocols.

At the completion of the training, participants should be able to create, modify, store, and retrieve reservation and profile information, print a reservation query, use the check-in/out feature, move guests, and perform other Front Desk and Group Event Planning transactions. Participants should also be able to retrieve and print standard reservation and accounting reports.

Training for NGPC administrators will include:

- **1.** performance monitoring and procedures,
- **2.** administrative duties such as account maintenance, policy changes, and facility addition or removal,
- **3.** tracking past events and transactions, and who completed them, in the State Park Reservation System,
- **4.** creation and customization of reports, and
- **5.** executive level reporting functions.

The contractor will provide a User Manual to the NGPC Project Manager prior to the training sessions for review and approval. The contractor must provide an electronic manual that will be accessible to all park staff through a link from the main menu of the State Park Reservation System. This will enable the contractor to keep the online manual updated and provide real time instruction. Hard copies of the manual will be reproduced by NGPC.

The contractor may be responsible for training the NGPC Project Manager and designee when the services provided are enhanced or modified, at no additional cost to the State. The location for this training will be determined by the NGPC Project Manager and the contractor and should be completed during winter and spring. Expenses incurred by NGPC staff will be the responsibility of NGPC. This session should provide refresher training, as needed, and update training on State Park Reservation System enhancements.

L. TRANSITION PLAN REQUIREMENTS

The contractor must have a generic transition plan that can be used when there is a change in contractor. This plan must be written such that it can apply at both the beginning of the contract and at the end of the contract.

- **1.** Execution of the transition plan begins on the contractor start date and ends no later than 12 months from that date. The transition plan will facilitate:
 - a. transfer of all knowledge necessary to operate all State Park Reservation System services;
 - **b.** documentation of all necessary support processes, procedures, functions, and staffing requirements; and
 - **c.** collaboration to effect an orderly transition of operational control.
- 2. At the end of the current contract, the awarded contractor will collaborate with the current contractor to create a transition plan, with oversight provided by the NGPC. The plan will be detailed within 90 days of the contractor start date. The transition plan should include:
 - **a.** project schedule with key milestones defined in terms of duration;
 - **b.** descriptions of approach to knowledge transfer, including capturing and preserving the knowledge necessary to maintain the functions, applications, and services of the State Park Reservation System;
 - **c.** conversion of State Park Reservation System data;
 - **d.** the resources and the time commitments for training and knowledge transfer activities:
 - **e.** measurements for proving the knowledge transfer is effective;
 - **f.** outline of procedures to be followed during the transition period, with no interruptions or service degradation;
 - **g.** roles and responsibilities as they relate to the transition;
 - **h.** point of contact and procedures for managing problems or issues during the transition period;
 - i. transition test plan and procedures;
 - j. communication plan;
 - **k.** risk mitigation plan and strategy; and
 - **I.** contingency plan for failed transition.
- At the end of the contract awarded under this RFP, the contractor will collaborate with the successor contractor to create a transition plan, with oversight provided by the NGPC. The transition will be the joint responsibility of the two contractors, with oversight provided by the NGPC. The two transition plans will be collaboratively consolidated with additional details within 90 days of the successor contractor start date. The transition plan should include all the items listed in 2. above.

M. END OF CONTRACT PROVISIONS

It is imperative that the State Park Reservation System remain operational during the transition to a new contractor upon termination or expiration of this contract.

Upon termination or expiration of this contract in accordance with its terms (including, if applicable, any renewal term),

1. The contractor shall, at the option of the NGPC, continue to operate under this agreement as Project Manager in accordance with all terms and conditions of the contract entered into pursuant to this RFP, together with any amendments or modifications in existence at such time, for a period of up to 12 months from the time of expiration or notification of termination from the NGPC to contractor, whichever occurs

- earlier. The intent of this provision is to ensure continuation of operations while a successor contractor is chosen and contracted.
- 2. The contractor agrees to make an orderly transition of the services defined in this RFP and to perform any and all tasks in good faith that are necessary to preserve the integrity of the State Park Reservation System operations. The contractor shall make every reasonable effort to ensure that any such transition shall be performed in a professional and businesslike manner, and shall comply with the reasonable requests and requirements of the NGPC, and any successor contractor, to accomplish a successful, seamless, and unhindered transfer of responsibilities.
- 3. The contractor will be entitled to the same fee arrangement for those revenue generating services which the current contractor continues to host and other services it performs during the transition period, as it is entitled to receive, whether hourly fees or reservation-related fees, under NGPC agreements governing compensation under the current contract at the time of termination or expiration of the contract.
- 4. The contractor shall cease all new project design or development licensed under this contract during such transition period. Hourly fees for new project developments licensed under this contract completed by NGPC or the successor contractor during the transition period shall be allocated to such parties at the sole discretion of the NGPC.
- **5.** The contractor shall lose any and all claim to further compensation upon the completion of the transition period.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall consist of three (3) sections:

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

Further, Section III. Terms and Conditions must be returned with the proposal response.

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

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The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past sixty (60) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Sub-Contractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed Sub-Contractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

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It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:
 - **a)** The time period of the project;
 - **b)** The scheduled and actual completion dates;
 - c) The Contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description shall identify whether the work was performed as the prime Contractor or as a Sub-Contractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and Sub-Contractor(s) experience must be listed separately. Narrative descriptions submitted for Sub-Contractors must be specifically identified as Sub-Contractor projects.
- iii. If the work was performed as a Sub-Contractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Sub-Contractors shall identify what share of contract costs, project responsibilities, and time period were performed as a Sub-Contractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. An organization chart would be helpful.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUB-CONTRACTORS

If the bidder intends to Sub-Contract any part of its performance hereunder, the bidder must provide:

- i. name, address, and telephone number of the Sub-Contractor(s);
- ii. specific tasks for each Sub-Contractor(s);
- iii. percentage of performance hours intended for each Sub-Contract; and
- iv. total percentage of Sub-Contractor(s) performance hours.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following:

a. Bidder must respond to each item in Attachment A, Requirements Tracing Matrix, using Attachment A for the responses.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

Bidder must indicate the fees they propose for reservation transactions in Attachment B.

Bidder will provide the hourly rate for additional consulting services for new time and materials projects to the NGPC. There is no guarantee on the number of hours that will be used.

The Bidder must list each role/title and provide an hourly rate in Attachment B. All travel expenses must be included in the rate. These rates are fixed for the initial term of the contract. At renewal time rates may increase by no more than 3% upon mutual written agreement.

C. PAYMENT SCHEDULE

No invoice will be approved unless the associated deliverables have been approved.

The Contractor must understand that development costs are not charged to NGPC during development or implementation. Payment to the Contractor will be made on a per Reservation/Change/Cancel Transaction Fee and will begin upon the successful completion of implementation.

Form A

Bidder Contact Sheet

Request for Proposal Number 5093Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

| Preparation of Response Contact Information | |
|---------------------------------------------|--|
| Bidder Name: | |
| Bidder Address: | |
| Contact Person & Title: | |
| E-mail Address: | |
| Telephone Number (Office): | |
| Telephone Number (Cellular): | |
| Fax Number: | |

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

| Communication with the State Contact Information | |
|--------------------------------------------------|--|
| Bidder Name: | |
| Bidder Address: | |
| | |
| Contact Person & Title: | |
| E-mail Address: | |
| Telephone Number (Office): | |
| Telephone Number (Cellular): | |
| Fax Number: | |