

STATE OF IOWA
REQUEST FOR PROPOSAL (RFP)
COVER SHEET

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Title Of RFP:	Campground Management System	RFP No.:	0222-561-01
Agency:	Department of Natural Resources		
State seeks to purchase:	Campground Management System	Available to Political Subdivisions?	No
Number of <u>mos.</u> or <u>yrs.</u> of the initial term of the contract:	5 years	Number of possible annual extensions:	5
Anticipated initial Contract term start date:	6/1/2022	Anticipated initial Contract term end date:	5/31/2027
State Issuing Officer:			
Name: Steve Dawson Phone: (515) 330-8085 Mailing Address: Office of the Chief Information Officer Email: steve.dawson@iowa.gov 200 E. Grand Avenue Des Moines, IA 50309			
PROCUREMENT TIMETABLE —There are no exceptions to any deadlines for Respondents; however, the Agency reserves the right to change the dates/times, in its sole discretion.			
Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		2/11/2022	
State Issues RFP to Bid Opportunities website		2/14/2022	
Respondent's written questions, requests for clarification, and suggested changes due:		5:00pm 2/28/2022	
Agency's written response to RFP questions, requests for clarifications, and suggested changes due:		3/4/2022	
Proposals Due:		3:00pm 3/21/2022	
Anticipated Date to issue Notice of Intent to Award:		4/21/2022	
Anticipated Date to execute Contract:		5/20/2022	

Important Websites:	URL:
Website where any Amendments/ Addenda to this RFP will be posted:	https://ocio.iowa.gov/information-technology-procurement/open-it-bid-opportunities
Key Requirements:	
Number of Copies of Proposals Required to be Submitted:	1 Original, 1 Public (redacted) if necessary
Firm Proposal Terms The minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:	180 Days

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SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described immediately below and in Section 4 of this RFP to the Agency identified on the RFP cover sheet, and any other Agency(-ies) or other governmental entity(-ies) of the State making purchases from the Contract.

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

1.2 Definitions

In addition to any terms specifically defined elsewhere herein, for the purposes of this RFP and any resulting Contract, the following terms shall mean:

"Agency" means the agency identified on the RFP cover sheet that is issuing the RFP and, as used and to the extent used in the Contract, any other agency(-ies) or governmental entity(-ies) of the State that purchases from the Contract once executed.

"Call Center" means a phone center where operators process all telephone reservations, reservation changes, and reservation cancellations for Agency's camping and rental facilities.

"Contract" means the contract(s) entered into with the successful Respondent as identified on the RFP Cover Sheet and more fully described in Section 6 (Contract Terms and Conditions & Administration).

"Contractor" means the successful Respondent to this RFP that ultimately enters into a Contract as a result of this RFP.

"Proposal" means the Respondent's proposal submitted in response to the RFP.

"Rental Facilities" means those facilities that may be rented on a daily or nightly basis and includes open shelters, open shelters with kitchenettes, beach house open shelters, day-use lodges, cabins, yurts, and group camps.

"Reservations" means the advance booking of an individual campsite or rental facility for a contiguous period of time and a commitment to hold the campsite or rental facility for a specified duration.

"Respondent" means a vendor submitting a Proposal in response to this RFP.

"Responsible Respondent" means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to: the Respondent's competence and qualifications to provide the goods or services requested; the Respondent's integrity and reliability; the past performance of the Respondent, Respondent's past contract terminations, litigation, or

debarments; Respondent's criminal history; Respondent's financial stability; and the best interests of the Agency and the State.

"Responsive Proposal" means a Proposal that complies with the material provisions of this RFP.

"RFP" means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

"State" means the State of Iowa, including the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

"System Administration" means the ability for designated individuals with the Agency to have the capability of making changes in the data, or to various components of the System independently from the Vendor. Roles will be established for the Agency's staff and various individuals with different levels of authority. This may include park holds and other capabilities unique to the Agency. As an example, if the Call Center is operated by the Vendor, this shall include access by the Agency's assigned employees to facilitate the reservation process through the Call Center.

"Terms and Conditions" means, whichever of the following is applicable:

- a. The General Terms and Conditions for Services Contracts or Goods Contracts as referenced and linked to on the RFP cover page; or
- b. If neither the General Terms and Conditions for Service Contracts or Goods contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as may be more fully described in Section 6 (Contract Terms and Conditions);
- c. Any additional terms and conditions set forth in Section 6 (Contract Terms and Conditions & Administration).

1.3 Background Information

The Agency seeks to acquire a web-based, off-the-shelf ("OTS") reservation application that can be customized to fit the Agency's needs, through which the public can make, change, and cancel reservations for campsites, cabins, and other facilities in Iowa's state parks over the internet. Additionally, the Contractor will provide and operate a Call Center through which reservations can also be made. The solution also shall allow Agency staff to login to the solution to generate reports and to make changes to data (including site attribute and inventory data), as necessary. The solution must also allow Agency's in-park staff and central office staff to make, change and cancel reservations and to record registrations.

As a result of this RFP process, the Agency particularly wishes to:

- Maintain reasonable reservation costs to Agency customers
- Maintain and improve reporting capabilities as necessary
- Increase fiscal accountability
- Increase access to park information

Current Parks Reservation System Description, Overview and History:

It is the responsibility of the Agency to manage "fish, wildlife, and land and water resources in this state." (Iowa Code Section 455A), as well as to provide and operate facilities for the

proper public use of state parks (Iowa Code section 461A). The Agency is also authorized under Section 455A to “establish fees for camping and use of Rental Facilities and other special privileges at state parks and recreation areas under the jurisdiction of the department.”

Further, it is the responsibility of the Agency to establish a centralized reservation system to accept and process reservations for camping and Rental Facilities in state parks, recreation areas and state forest campgrounds. Since 2006, the Agency has had a web-based centralized reservation system. The current web-based parks reservation system consists of OTS software tailored to the Agency’s needs, and a Call Center that is operated by the current Contractor. In-park (or “walk-up”) reservations are handled by Agency’s field staff (rangers, managers, and technicians).

The Agency operates its current parks reservation system pursuant to its operating procedures and rules, which are attached to this RFP as Attachment #8.

Iowa State Park System

Iowa’s State Park system comprises 68 state parks, recreation areas, and state forest campgrounds, encompassing over 57,000 acres. Annual estimated visitation to Iowa’s state parks is over 16 million people. There are 77 campgrounds in 53 parks offering 4405 campsites, which includes:

- 2,155 electric sites
- 34 electric with water sites
- 354 full hook-up sites
- 34 Walk-in/Hike-in
- 1,180 non-electric sites
- 195 equestrian electric sites
- 7 equestrian full hook-up sites
- 284 equestrian non-electric sites
- 48 ADA sites
- 51 chaperoned organized youth group campsites
- 63 camp host sites (electric with water, non-electric, and full hook-up)

Iowa’s State Parks have a variety of rental cabins located in 19 parks and 1 state forest. These units range from simple camping cabins to multi-family-style cabins and yurts, both seasonal and year-round. There are 92 rental cabins and 2 yurts. In addition to rental cabins, there are 29 day-use lodges and 1 open air auditorium, which may be rented for non-camping uses, such as weddings, reunions, and business meeting space. The day-use lodges are located in 26 different parks. Finally, there are 146 open picnic shelters available and 13 beach cabanas for day-use rental in 53 parks.

State park staffing is minimal with each staff park having only one or two full-time employees and in only one location we have four full-time employees. Seasonal positions vary year to year, with some parks having only one seasonal position. The busiest parks have up to seven seasonal positions. There are no office positions, permanent or seasonal, at these parks. The Agency has two staff members at its central office assigned to work on the current parks reservation system, but neither is exclusively dedicated to the operation and support of the system.

Current Parks Reservation System Summary

Reservation System

The current reservation system was implemented in 2016, the Agency is currently in a six-year contract which expires on November 8, 2022. All of our facilities and campsites are on the current reservation system. There are two group camps that are currently not on the reservation system and those reservations are made exclusively through the park staff.

The current system is hosted by the vendor. The Agency anticipates that the current system will continue to operate until the new solution is deployed. The current Contractor will cooperate with any future Contractor to make an orderly transition to a new system.

Call Center

The current system allows customers to make reservations online or by calling a Call Center. Reservations may also be made by designated Agency staff members in the central office. In prior years, the Agency hired two temporary employees through spring, summer, and early fall to take reservation calls. For the past two summers, the Agency has not hired any seasonal staff to serve as a Call Center in the central office or to assist with the daily management of the reservation system. The Call Center's hours of operation are Monday through Friday: 7:00 a.m. to 7:00 p.m. (CST), Saturday: 8:00 a.m. to 4:30 p.m. (CST) and is closed Sundays. The Call Center is also closed New Year's Day, Easter, Thanksgiving Day, and Christmas.

Reservations

Advanced reservations are not taken in the field. Park staff in the Agency's Central Office currently have administrator rights to log in to the web administrative tool and use the operations manager function to make, cancel, and change reservations. Through that function and their login "access" level, central office park staff are also able to make adjustments to reservations as necessary, such as overriding cancellation/change fees and penalties, etc. Field staff may log in to the web administrative tool as well and have the ability to use the field manager function because of their "login access level". This interface, the web administrative tool, also houses the reports that field staff use (arrival, cancellation, use report) and provides the Agency with search capabilities for reservations, payment processing of checks, processing refund checks, etc. Central office park staff are also able to modify site alerts and site attributes.

The Agency has discretion to determine the reservable percentage of a given campground and the reservation window. The sites that are reservable on the reservation system include a balance of electric, non-electric, and full hook-up sites, with a balance of site suitability ranging from less than desirable to most desirable.

1.4 Reservation Statistics

NOTE: The following information is provided solely for the purpose of assisting Respondents in preparing their Proposals. The Agency does not represent or guarantee any minimum reservation volume or purchases.

Year:	2015	2016	2017	2018	2019	2020	2021
ONLINE							
Cabins	2,916	3,020	3,487	3,421	3,207	3,110	3,743
Camping	34,454	39,333	45,331	42,226	45,409	60,724	66,174
Lodges	951	1057	1095	1059	1013	580	1,006
Shelters	1254	1324	1483	1474	1617	1,334	1,948
Yurts	64	81	86	84	82	92	103
ONLINE TOTAL	39,639	44,815	51,482	48,264	51,328	65,840	72,974
CALL CENTER							
Cabins	361	336	356	312	328	156	160
Camping	3,272	3,102	3,110	2,527	2,554	1,564	1,952
Lodges	264	263	239	187	159	53	81
Shelters	331	315	260	247	240	80	138
Yurts	13	7	7	5	7	1	1
CALL CENTER TOTAL	4,241	4,023	3,972	3,278	3,288	1,854	2,332
TOTAL NEW RESV	43,880	48,838	55,454	51,542	54,616	67,694	75,306
CHANGES	828	939	861	886	1019	956	904
CANCELLATIONS	5,094	6,032	7,002	7,747	8,286	13,698	12,238
TOTAL CHANGE/CANCEL	5,922	6,971	7,863	8,633	9,305	14,654	13,142
TOTAL TRANSACTIONS	49,802	55,809	63,317	60,175	63,921	82,348	88,448

1.5 Credit Card Processing Volume

Year:	2016	2017	2018	2019	2020
\$	\$ 3,024,575.43	\$ 3,454,087.45	\$ 3,383,372.62	\$ 3,447,909.93	\$ 4,077,160.71

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Read, Understand, and Comply

It is the Respondent's responsibility to read this entire document, review all attachments, and any addenda thereto, and to comply with all requirements specified herein, regardless of where such requirements appear within the collective documentation forming this RFP.

2.2 Respondent Registration and Approval

Every Respondent wishing to do business with the state shall register as a vendor. Every vendor shall register prior to submitting a response to a solicitation except in the case of an emergency procurement when the vendor shall register prior to filling an order or as soon as practicable. Only properly registered vendors are entitled to payment. Vendors are encouraged to register electronically using the [vendor on-line system](#). A vendor may also register by directly contacting the department or an agency initiating a procurement. Vendors are responsible for maintaining current and accurate registration information.

2.3 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.4 Restriction on Bidder Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2.7 (Questions, Requests for Clarification, and Suggested Changes). Oral questions related to the interpretation of this RFP will not be accepted. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP, except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

2.5 Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at:

<https://ocio.iowa.gov/information-technology-procurement/open-it-bid-opportunities>

The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). The Respondent is advised to check the website periodically for amendments/addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to ensure that any previously downloaded documents are in fact the most up to date and to check for any addenda to posted documents.

2.6 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an amendment to the RFP.

2.7 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s).

The Agency will send written responses to questions, requests for clarifications, or suggestions received from Respondents on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP. Failure to raise a question, request for clarification, or suggestion through this process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal; this waiver is intended to ensure the State is able to correct any material issues or errors in an orderly, efficient fashion and in a manner that is fair to all prospective Contractors.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum. **All questions related to this RFP should be submitted using RFP Attachment 9 (Question Submission Template).**

2.8 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

2.9 Submission of Proposals

The Agency must receive all required copies of the Proposal at the Issuing Officer's email address identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and the Respondent notified.** It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

2.10 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information

provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.

2.11 Disposition of Proposals

Except as otherwise provided herein, all Proposals submitted in response to this RFP become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to the process set forth below, in accordance with Form 22, and pursuant to applicable exceptions or grounds for confidential treatment provided in Iowa Code Chapter 22 or other applicable law.

2.12 Form 22 - Request for Confidentiality

The Agency's release of public records is governed by Iowa Code chapter 22 and corresponding fair information practices rules. Respondents are encouraged to familiarize themselves with Chapter 22 and applicable fair information practices rules before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information and materials submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein (including but not limited to in accordance with the terms, conditions, and requirements set forth in Form 22, attached hereto) AND the information **does in fact qualify for confidential treatment** under Iowa or other applicable law.

Failure to request that information or materials be treated as confidential in accordance with this section and/or Form 22 shall relieve the Agency and state personnel from any responsibility for maintaining the information or materials in confidence. Respondents may not request confidential treatment with respect to information or sections of their Proposals specifically identified by the Agency in the RFP as being non-confidential or subject to public disclosure. A Respondent's request for confidentiality that does not comply with the terms, conditions, or requirements of this section or Form 22 is grounds for rejecting a Proposal or denying a request for confidential treatment. Blanket requests to maintain an entire Proposal as confidential will be categorically rejected.

If the Agency receives a request for information or materials related to a Proposal marked as confidential, or if a judicial or administrative proceeding is initiated to compel the release of such materials or information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If, upon reasonable notice to Respondent, Respondent fails to appear to defend its request for confidentiality, the Agency may release the information or material, or otherwise bill the Respondent for any costs or expenses incurred in defending the same (including but not limited to the reasonable time and value of the Iowa Attorney General's Office or other attorney or law firm utilized by the Agency or the State). Additionally, if the Respondent fails to comply with the confidentiality process set forth herein or in Form 22, Respondent's request for confidentiality is overbroad or unreasonable, Respondent fails to supply the Agency with sufficient information to determine whether Respondent's request for confidential treatment is founded, or Respondent rescinds its request for confidential treatment, the Agency may release such information or material with or without providing advance notice to the Respondent and with or without affording the Respondent the opportunity to obtain an order restraining its

release from a court of competent jurisdiction. Respondent waives any claims it may have against the Agency or the State of Iowa related to the confidential treatment of any information or materials submitted as part of the RFP process that result, in whole or in part, from any deficiencies with or related to compliance with this section or Form 22, or that otherwise result from Respondent's failure to comply with the terms, conditions, or requirements of this RFP or Form 22. Respondent further waives any claim for attorney's fees or other costs or expense incurred by Respondent in connection with Respondent's defense of any claim for confidential treatment of its Proposal or the contents thereof.

FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.13 Copyright Permission

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

2.14 Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.15 Late Proposals

Late proposals, regardless of cause, will not be opened or considered for evaluation, and will be disqualified from further consideration. It is the Respondent's sole responsibility to ensure delivery at the stated location and time.

2.16 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. *See Iowa Admin. Code r. 129—10.15.* However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.17 Rejection of Proposals

The Agency may reject outright and not further evaluate a Proposal for reasons including, without limitation:

- a) The Respondent fails to deliver the Cost Proposal in a separate email.
- b) The Respondent acknowledges that a mandatory specification of the RFP cannot be met.

- c) The Respondent states that it will be unable to meet an aspect of the Scope of Work, or does not include information necessary to substantiate that it will be able to meet any Scope of Work, specification, requirement, or otherwise indicates it will be unable to provide any services or goods required by the RFP.
- d) The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- e) The Respondent's Proposal limits, or attempts to limit, the rights of the Agency.
- f) The Respondent, in the Agency's sole opinion, fails to include information necessary to substantiate that it will be able to meet a specification of the RFP.
- g) The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- h) The Respondent fails to include Proposal Security, if required.
- i) The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as required by this RFP.
- j) The Respondent, in the Agency's sole opinion, presents the information requested by this RFP in a format inconsistent with the instructions of the RFP, including that Respondent fails to comply with the RFP's formatting requirements so that Respondent's Proposal cannot be fairly compared to other proposals, or otherwise fails to comply with the specifications or requirements of this RFP.
- k) The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- l) The Respondent, in the Agency's sole opinion, provides misleading or inaccurate responses.
- m) The Respondent's Proposal is, in the Agency's sole opinion, materially unbalanced.
- n) There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent, including but not limited to information of or concerning Respondent's past performance; past contract terminations, litigation, or debarments; Respondent's criminal history; or financial stability.
- o) Respondent proposes the use of a subcontractor for which there is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the subcontractor would constitute Responsible Respondent if the subcontractor were submitting the Proposal themselves, including but not limited to information of or concerning the subcontractor's past performance; past contract terminations, litigation, or debarments; the subcontractor's criminal history; or financial stability.
- p) The Respondent alters the language in any certification/disclosure or authorization forms attached hereto and required to be submitted as part of the process, including but not limited to Attachment 2: Certification/Disclosure Letter and Attachment 3: Authorization to Release Information Letter.

- q) The Respondent is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.
- r) Respondent marks its entire Proposal as confidential; makes excessive, overbroad, or unreasonable claims for confidential treatment; fails to supply the Agency with sufficient information to determine whether Respondent’s request for confidential treatment is founded; or identifies information or materials as confidential that the RFP expressly identifies as not entitled to confidential treatment (including pricing information in the Cost Proposal), or as being otherwise subject to public disclosure; Respondent otherwise fails to comply with the confidentiality process set forth herein or in Form 22.
- s) Any other reason set forth as subjecting a Proposal to disqualification in the RFP or any related attachments or addenda hereto.

2.18 Immaterial Variances

The Agency reserves the right to waive or permit cure of immaterial variances in the Proposal if, in the judgment of the Agency, it is in the State’s best interest to do so. Immaterial variances include but are not limited to, minor failures, informalities, or irregularities, or any other variance between the Proposal and the requirements of this RFP which does not go to an essential requirement of the RFP or has no effect or merely an inconsequential effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of such variances would not prejudice other Respondents. For the avoidance of doubt, financial information, past litigation/regulatory matters, or criminal history information shall be considered immaterial variances. In the event a Respondent omits information from its Proposal that would otherwise constitute an immaterial variance, the Agency shall be deemed to have waived the immaterial variance notwithstanding the absence of affirmative evidence or documentation demonstrating the waiver. In the event the Agency waives or permits cure of immaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.19 Proposal Clarification Process

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent’s Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.20 Respondent Presentations and Demonstrations

Respondents may be required to make a presentation, provide a live demonstration environment of the solution, or both. The determination as to need for presentations or demonstrations, and the location, order, and schedule of the presentations is at the sole

discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal. If a demonstration version of the solution is requested, the solution must meet all mandatory specifications listed in Section 4.3 of this RFP at the time the demonstration environment is made available to the evaluators.

2.21 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal, to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal, or to otherwise determine whether Respondent is a Responsible Respondent.

2.22 Criminal History and Background Investigation

The Agency reserves the right to perform a criminal history check and background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract in determining whether Respondent is a Responsible Respondent. By submitting its Proposal, Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract, and will fully cooperate with the Agency in obtaining any required waivers or releases required to complete any such criminal history check and background investigation(s).

2.23 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as, by way of example only, the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation or debarments, and other publicly available information. Such information may be used in evaluating Respondent's Proposal, verifying information contained in the Proposal, assessing Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal, or to determine whether Respondent is a Responsible Respondent.

By way of example only, such other sources may include subject matter experts or information supplied from current contract managers. As another example, in evaluating each Respondent's Proposal, the evaluators may consider the evaluation committee members' own prior experiences with each bidder if relevant to what is being evaluated. Incumbent contractors often write about their prior work as an incumbent, and the Agency believes it would be inappropriate to evaluate an incumbent's proposal while ignoring the personal knowledge of the evaluators in this regard. In addition, certain aspects of an incumbent's scope of work will necessarily be different because of the incumbent's status. For instance, implementation and transition tasks will necessarily be different for an incumbent. Those state staff and/or contractors responsible for facilitating the scoring process will guard against the interjection of bias for or against any incumbent, but the Agency evaluators may consider their experiences with all respondents and any other extrinsic evidence if relevant to what is being evaluated. Further, considering incumbency is a neutral consideration and does not result in unfair bias or favoritism towards some

Respondents over others because incumbency can be either a positive or a negative. Finally, as a final example, the Agency may consider information elicited in or supplied in response to one section of the RFP in evaluating Respondent's Proposals in the context of other sections of the RFP.

2.24 Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate, the Agency may reject the Proposal. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after the original Notice of Intent to Award has been issued, the Agency may reject a Proposal, withdraw a prior Notice of Intent to Award, and/or issue a new Notice of Intent to Award to the next highest-scoring proposal. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after a Contract has been executed between the Agency and Respondent, the Agency may declare the Respondent's Proposal or resulting Contract void, terminate any Contract, or pursue available remedies including but not limited to suspension, debarment, or damages for breach of contract.

2.25 Evaluation of Proposals Submitted

Proposals that are timely submitted and that are not rejected will be reviewed and evaluated in accordance with Section 5 (Evaluation and Selection) of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

2.26 Best and Final Offer

The Agency may request a best and final offer (BAFO) from Respondents during the evaluation process. If the Agency chooses to request a BAFO, the Issuing Officer will provide written instructions and Respondents will have five business days from the date of the Agency's request to submit their BAFOs via email to the Issuing Officer. The BAFO must be in writing and be accompanied by a transmittal letter signed by a representative who has the power to bind the Respondent to the financial terms described therein. Respondents will not be required to submit a BAFO if they believe the original offer is competitive.

If a Respondent submits a BAFO, the BAFO will serve to replace the original Cost Proposal in scoring.

2.27 Contract Managers as Evaluators

Contract managers, or other personnel who may have personal experience with prospective Respondents, may possess extraordinarily valuable program expertise, such that they are valuable, if not indispensable, assets to an evaluation committee. For that reason, among others, contract managers and such other personnel may serve on the evaluation committee in evaluating Proposals submitted in response to this RFP. Contract managers and such other personnel serving as evaluators will guard against the interjection of bias for or against any incumbent, but, like all other evaluators, may consider their experiences with all Respondents and any other extrinsic evidence known to them if relevant to what is being evaluated.

2.28 Preferences

The State will make every effort to support Iowa-based businesses, Iowa products and services, American-made products, and American-based businesses when making a purchase. Tied bids will be decided in favor of the Iowa-based business or product and service, or the American-based business or product and service.

2.29 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

2.30 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

2.31 No Commitment to Contract/No Rights until Execution

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract. No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency. See Section 6 (Contract Terms and Conditions & Administration) for additional information related to the contracting process and the terms and conditions governing any resulting Contract.

2.32 Use of Subcontractors

The Agency acknowledges that the successful Respondent may contract with third parties for the performance of any of the Contractor's obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any contract that may result from this RFP.

2.33 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with the State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.34 Respondent Continuing Disclosure Requirement

To the extent that Respondents are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, or felony convictions, these matters are subject to continuing disclosure to the Agency.

Incidents occurring after submission of a Proposal, and with respect to the successful bidder after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of the incident, regardless of any appeal rights. If a Respondent fails to disclose an incident, regardless of whether the incident occurred before or after submission of a Proposal, and the Agency subsequently learns of the incident and determines the omission is material, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State. If an omission is brought to the attention of an Agency as part of the appeal process set forth below, and the omission is determined to be potentially material, the appropriate remedy is for the applicable tribunal to remand the matter back to the Agency for it to determine whether the omission was, in the Agency's sole discretion, material, and whether to cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State; reissue the RFP; or proceed on another alternative path.

2.35 Appeals

2.35.1 Generally. A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Agency may appeal the decision by filing a written Notice of Intent to Appeal (in accordance with Iowa Administrative Code rule 129—11.3) to: The Director of Public Defense, 7105 NW 70th Ave, Attn: Building W41, Johnston, IA 50131 and a copy to the Issuing Officer. The Notice of Intent to Appeal must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Agency, exclusive of Saturdays, Sundays, and legal State holidays. Following the Agency's receipt of the Notice of Intent to Appeal, the Agency will transmit to the Appellant the materials required by and in accordance with Iowa Administrative Code rule 129—11.3(2). An Appellant shall not be entitled to additional discovery, materials, or information in furtherance of the Appeal unless and until the proceedings advance to a second tier review pursuant to and in accordance with Iowa Administrative Code chapter 129—11.

2.35.2 Appeal Bond/Security. As contemplated and permitted by Iowa Administrative Code rule 129—10.12(2)(c), an Appellant appealing a Notice of Intent to Award shall, accompanying the Notice of Intent to Appeal, supply an appeal bond equal to 5 percent of the total contract value. If the contract value is not readily discernible, the Agency will supply the Respondent with an estimate upon request, which estimate shall be determinative. This appeal bond shall be separate, distinct, and in addition to any bond required by Iowa Administrative Code rule 129—11.10(1)(a) in connection with a petition for stay of the Award, if sought, or an appeal security required in connection with any request for second-tier review in accordance with Iowa Administrative Code rule 129—11.7(2), if pursued. In addition to the foregoing appeal bond, should an appeal proceed to a second-tier review, the Respondent initiating such appeal shall supply the Agency with an additional appeal security equal to 25 percent of total contract value. Such additional appeal security shall accompany the request for second tier review. Appellant forfeits an appeal bond or security if, as determined by the Agency, following resolution of the appeal, the appeal is determined to have had little or no factual or legal basis and was primarily filed to frustrate the procurement

process or cause hardship for the Agency or another vendor. Failure to supply the Agency with an appeal bond or security required by this Section 2.34.2 (Appeal Bond/Security) shall result in dismissal of the appeal. An appeal bond or security may be by certified check, cashier's check, certificate of deposit, irrevocable letter of credit, bond, or other security acceptable to the Agency. These requirements will not be waived by the Agency

2.36 Choice of Law and Forum

All issues in any way related to this RFP and any resulting Contract shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with this RFP or any resulting Contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. By submitting its Proposal, Respondent irrevocably: (1) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this RFP or any resulting Contract shall be brought and maintained exclusively in the aforesaid courts; (2) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (3) waives any objection to such jurisdiction based on *forum non conveniens* or otherwise. This provision shall not be construed as waiving or altering any requirement that Respondent utilize or exhaust any administrative remedies or procedures as a precondition to judicial review. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Agency or the State of Iowa, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise.

2.37 Order of Precedence

If there is a conflict between a specific provision in this solicitation or those in any resulting contract documents the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) the Proposal.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

- 3.1.1** The Proposal shall be sent in digital format via email to the Issuing Officer. Proposals must be formatted for printing on 8.5" x 11" paper. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and emailed separately to the Issuing Officer. If multiple emails are required, each email shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The subject line of the email shall read:

RFP Number: 0222-561-01, Parks Reservation System

The Issuing Officer shall provide confirmation of receipt of all parts of a proposal, upon Respondent's request. The Agency shall not be responsible for failure to receive an email or for providing confirmation of receipt of an electronic submission if such confirmation is not requested.

- 3.1.2** One digital copy of the Technical Proposal shall be timely submitted to the Issuing Officer in an email. One digital copy of the Cost Proposal shall be submitted in a separate email.
- 3.1.3** If the Respondent designates any information in its Technical Proposal as confidential pursuant to Section 2.12 (Form 22—Request for Confidentiality), the Respondent must submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy." **NOTE: Respondents MAY NOT seek confidential treatment of their Cost Proposal, in whole or in part.**
- 3.1.4** Proposals shall not contain promotional or display materials.
- 3.1.5** Attachments shall be identified in the body of the main Proposal.
- 3.1.6** If a Respondent proposes more than one solution to the RFP specifications, each must be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Proposal Contents

The following documents and responses shall be included in the Proposal in the order given below.

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, email address, and telephone number.

3.2.2 Title Page

Include company name, address, phone number, email address, and authorized representative along with the Proposal Number.

3.2.3 Table of Contents

The Respondent shall include a table of contents of its Proposal.

3.2.4 Technical Proposal

The Respondent shall submit a Technical Proposal, which shall include all information requested/required by Section 4 (Technical Proposal Contents) in accordance with the formatting requirements set forth above. **All attachments listed below, except for the Cost Proposal, must be included with the Technical Proposal. Any attachments not included with the Technical Proposal will be considered to have not been submitted, even if included with the Cost Proposal.**

3.2.5 Cost Proposal: Attachment 1

The Respondent shall submit a Cost Proposal, which shall include all information requested/required in the Cost Proposal Addenda hereto (Attachment 1: Cost Proposal). **The Respondent shall provide its Cost Proposal in a separate email from its Technical Proposal.**

3.2.6 Certification/Disclosure Letter: Attachment 2

The Respondent shall complete, sign, and submit with its Proposal the document included as Attachment 2: Certification/Disclosure Letter in which the Respondent shall make the certifications/disclosures related to Respondent's past contract terminations, litigation, or debarments; Respondent's criminal history; and Respondent's financial stability.

3.2.7 Authorization to Release Information Letter: Attachment 3

The Respondent shall sign and submit with the Proposal the document included as Attachment 3 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency by third parties.

3.2.8 Form 22—Request for Confidentiality: Attachment 4

The Respondent shall complete and submit with the Proposal the document included as Attachment 4 (Form 22—Request for Confidentiality) in which the Respondent shall identify whether and to what extent it is requesting confidential treatment for aspects of its Proposal and provide justification for any such request. **FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL REGARDLESS OF WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.**

3.2.9 Check List of Submittals: Attachment 5

The Respondent shall complete and submit with the Proposal the document included as Attachment 5 (Check List of Submittals) in which the Respondent demonstrates to the Agency that it has completed all the required elements for this RFP.

3.2.10 Exceptions to Terms and Conditions: Attachment 6

If the Agency is not utilizing the State's General Terms and Conditions for Service Contracts or Goods Contracts, as linked to on the RFP cover sheet, but instead is utilizing a more specific or targeted set of terms and conditions, such more specific or targeted terms and conditions will be attached to this RFP as Attachment 6. Irrespective of which approach the Agency has deployed as it relates to the Terms and Conditions applicable to any subsequent Contract executed between the Agency and a successful Respondent, if the Respondent takes exception to a provision of any such Terms and Conditions, it must identify any such provision by page and section number, state the reason for the exception, and set forth in its Proposal the specific language it proposes to include in place of the provision. **Such exceptions must be submitted as Attachment 5 to Respondent's Proposal.** See Section 6 (Contract Terms and Conditions & Administration) of this RFP for more information regarding the contracting process.

SECTION 4 Technical Proposal Contents

This Section lists the specifications/requirements related to this RFP. By submitting a proposal, the Respondent agrees to meet all stated specifications/requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Respondent is unclear about a specification or requirement or believes a change to a specification or requirement would allow for the State to receive better proposals, the Respondent is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.7 (Questions, Requests for Clarification, and Suggested Changes). Failure to raise a question, request for clarification, or suggestion through that process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal. Items in this Section 4 will be considered in the evaluation and scoring of the Respondent's Technical Proposal:

4.1 Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- 4.1.1** Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP, including all addenda and attachments hereto.
- 4.1.2** Confirmation that Respondent has read the Scope of Work set forth above, and that Respondent understands the scope and nature of the services/products being solicited.
- 4.1.3** An overview of the goods and/or services Respondent is offering in response to this RFP.
- 4.1.4** An overview of the Respondent's plans for complying with the specifications and requirements of this RFP.
- 4.1.5** Any other summary information that demonstrates Respondent's added value or differentiation from competitors.

4.2 Respondent Background Information

The Respondent shall provide the following general background information:

- 4.2.1** Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- 4.2.2** Form of business entity, *e.g.*, corporation, partnership, proprietorship, limited liability company.
- 4.2.3** State of incorporation, state of formation, or state of organization.
- 4.2.4** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- 4.2.5** Number of employees.
- 4.2.6** Type of business.

- 4.2.7 Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 4.2.8 Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- 4.2.9 Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 4.2.10 Respondent's accounting firm.
- 4.2.11 The successful Respondent will be required to register to do business in Iowa before payments can be made. For vendor registration documents, go to: <https://das.iowa.gov/procurement/vendors/how-do-business>.
- 4.2.12 Number of years in business;
- 4.2.13 Number of years of experience with providing the types of goods and services sought by the RFP;
- 4.2.14 A detailed description of the level of technical experience in providing the types of goods and services sought by the RFP;
- 4.2.15 A list of all goods and services similar to those sought by this RFP that the Respondent has provided to other governmental entities, including a contact person name, telephone number, and e-mail address for each governmental entity.
- 4.2.16 A list of any previous government clients who have suspended use of the software product within the past five years, if any. The list shall include, for each previous government client, a contact person name, telephone number, and e-mail address.
- 4.2.17 The Respondent shall include similar information for any subcontractors to be engaged in any projects under this contract.

4.3 Mandatory Specifications

The Respondent shall answer "yes" or "no" as to whether it will comply with each specification in this Section. Where the context requires more than a "yes" or "no" answer, Respondent shall explain how it will comply with the specification. In that case, merely repeating a mandatory specification may be considered non-responsive and result in the rejection of the Proposal.

Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal without further consideration.

The Contractor must:

General

- 4.3.1 Provide the personnel, equipment, tools, test equipment, and expertise will be provided to meet the specifications in the RFP.

- 4.3.2** Provide a web-based, off-the-shelf solution that supports current versions of all major desktop and mobile web browsers, including (but not limited to) Edge, Chrome, Safari, and Firefox.
- 4.3.3** Provide a user management system for the solution that includes the following capabilities:
- Authentication with username and password following the state requirements, through an existing state portal following the state requirements, found at the following web address:
<https://ocio.iowa.gov/authentication-security-standard>.
 - The ability to create and maintain an unlimited number of user accounts.
 - Verification of user email addresses at the creation of a new user account.
 - A user self-service password reset option.
- 4.3.4** Provide a solution that provides accessibility and full functionality on mobile devices.
- 4.3.5** Provide a mobile application compatible with both Android and iOS-based cell phones that allows users to make, change, or cancel reservations.
- 4.3.6** Provide an application with the ability to be modified or allow additional functionality to be added due to changes in the Agency's business process, such as new rental opportunities or a change of facilities.
- 4.3.7** Upon completion of the installation, provide the following documentation to the Agency:
- Operator instructions – Written operator instructions for the operation of the system, all sub-unit assemblies, and software routines.
 - Service Manuals – Current and accurate service manuals are to be provided with the system.
- 4.3.8** Comply with, and enable and facilitate the Agency's and Customer Agencies' compliance with, applicable accessibility laws, rules, regulations, policies, and standards, including but not limited to:
- Title II of the Americans with Disabilities Act and corresponding implementing Regulations;
 - Sections 504 and 508 of the Rehabilitation Act of 1973, as amended, and corresponding implementing regulations;
 - The State of Iowa's Website Accessibility Standard, available at <https://ocio.iowa.gov/website-accessibility-standard>; and
 - Web Content Accessibility Guidelines (WCAG) 2.0 levels A and AA.
- 4.3.9** Provide a registration portal that is compliant with all applicable Americans with Disabilities standards for product accessibility.
- 4.3.10** Provide real-time access by the public, the Agency's staff (including park staff) and Call Center.

- 4.3.11** Provide a solution that facilitates the creation of customer accounts, to include (but not limited to) the following information:
- Customer identification number
 - Name
 - Driver's License Number
 - Driver's License State
 - Address
 - Telephone Number
 - E-mail address
 - Reservation history
- 4.3.12** Provide a solution that tracks any changes to customer records and those changes will include, at a minimum, the date and time the change was made, identification of who made the change and the reason for the change.
- 4.3.13** Provide a solution with the ability to automatically fill in city and state/province data fields based on entry of a ZIP/postal code.
- 4.3.14** Provide administrative access to Agency and Call Center staff to run reports, access customer accounts and reservations, and make, change, or cancel customer reservations.
- 4.3.15** Provide a solution that allows the Agency to remove any rental units from the available campsite/rental facility inventory, rendering them unavailable to reserve until reinstated. Additionally, the solution must allow the Agency to document the reason and have the ability to post that information to the Internet and Call Center components.
- 4.3.16** Provide a system that accommodates multiple site attributes and provides them to people making reservations, including but not limited to:
- Campsite/Facility Type
 - Fees
 - Damage deposit
 - Campsite/Facility Status (available, unavailable, closed, etc.)
 - Site Photos
 - Wi-Fi accessibility
 - Name of Park
 - Name of Campground (within a park)
 - ADA status
 - Park maps
 - Site restrictions
 - Campsite/Facility name
 - Campsite/Facility dimensions
 - Maximum equipment allowed per campsite as established by Agency
 - Special Notes (i.e. highway noises, jet airplane noises, etc.)
 - Shade
 - Slope (None, Slight, Moderate, Steep)
 - Vehicle pad dimensions, surface, and max vehicle length

- Amenities nearby (restrooms, trail, highway, play area)
- Occupancy limits for cabins, lodges, shelters (how many people allowed)
- Cabin amenities (# of bedrooms, furniture, kitchen items, a/c, heat, etc.)
- Lodge amenities (# of tables/chairs, kitchen amenities, a/c, heat, etc.)
- Cabin and lodge use rules (general, park specific and clean-up)
- Shelter amenities (# tables, restrooms, etc.)
- Any other information as deemed necessary by the Agency

4.3.17 Provide a solution that accommodates maps on the website that are user friendly and have a refresh rate of 10 seconds or less. At a minimum, the System shall display the following information:

- Main park map showing the overview of the entire park, cabin loops, campgrounds/camping loops, day-use lodges, picnic shelters and group camps.
- An accurate, detailed colored map of the campgrounds and cabin areas.
- Each map will have a north compass arrow, with all maps oriented in the same direction, with north at the top.
- Each map will have a legend.
- Each campsite/rental facility on the map will display its unique name or number, type, size, and status through symbols and/or alpha-numeric characters.
- Each campsite/facility shall link to a site-data window, by clicking on the site on the map, which displays all site/facility attributes, special restrictions and photos.
- Campsites/rental facilities shall be reservable directly from the map.
- ADA accessible sites shall be easily identifiable by an icon, listing of parks and the ADA site numbers and ADA color usage (blue) for campsite/facility number.
- The System shall have the ability to import GIS trail data for a park and display trail information with trail names, routes, and distances within the park map. The map shall have multiple view options such as aerial, terrain, and satellite.

4.3.18 Provide a system that allows Agency staff to set rates by park, by campground within a park, or by individual site.

4.3.19 Provide within the proposed solution an opportunity for customers to complete an online satisfaction survey after their reservation or after any visit to an Iowa State Park. The proposed solution should subsequently compile the responses from all completed surveys and produce composite survey results for individual parks, the reservation system, the Call Center, etc..

4.3.20 Provide all integration code necessary for the proposed solution to interface with other third-party software and external systems as required by the Agency (e.g. credit card payment systems, Agency's website, etc.).

4.3.21 Migrate all existing reservation data and historical data from the current reservation system into the proposed solution with minimal disruption to the Agency's ability to take and track reservations.

4.3.22 Provide a solution capable of handling a traffic level up to 500 users at one time.

4.3.23 Provide a solution that has a marina management feature for wet/dry storage vessels and dock management areas in order to manage inventory, take/record payments, keep a waiting list, and allow the Agency to assign customers to the inventory.

Security

4.3.24 Acknowledge that it will abide by State of Iowa security guidelines in all interactions with State systems. The Agency's own security policy will be provided to the successful Contractor at the start of the project. Iowa Enterprise IT Standards may be reviewed at the following link: <https://ocio.iowa.gov/standards>.

4.3.25 Provide a solution that meets all Payment Card Industry Data Security Standard (PCI DSS) compliance requirements.

4.3.26 Provide hosting facilities for the proposed solution that are 100% physically housed within the continental United States.

Reservations

4.3.26 Provide real-time availability of sites and facilities by site and park, customer self-service access to bookings, changing, and cancelling reservations.

4.3.27 Provide a solution with safeguards to prevent any double bookings of new reservations and/or modified (changed) reservations for any campsite or rental facility.

4.3.28 Provide a solution that allows all users to make site specific reservations, meaning a specific campsite, cabin, lodge or shelter can be selected and reserved.

4.3.29 Provide a Call Center through which customers can make, change, or cancel a reservation. The Call Center must be open seven days a week, for a minimum of 68 hours each week. The Call Center should be available through the use of a toll-free number specific to the Agency. The Agency prefers to keep the existing toll-free number 877-427-2757 (IAPARKS).

4.3.30 Provide a solution to be accessed by the public to make, change, or cancel reservations at any time of day via the Internet, 24 hours a day, 7 days a week (24/7), including holidays.

4.3.31 Provide a solution that displays an itemized list of fees (plus the total) for Internet-based reservations prior to proceeding to check-out, where the customer will be required to affirm that the fees are accepted prior to payment.

4.3.32 Provide a solution that can advise users why a reservation could not be completed (invalid credit card number, business rule violation, etc.), and direct the customer as to what needs to be modified in order to make a successful search for sites or a reservation transaction completed.

- 4.3.33** Provide a solution capable of generating and assigning a unique alphanumeric identifier for each reservation, to which all financial transactions, changes, and cancellations will be linked. In the case of multiple sites reserved under the same reservation, each campsite/rental facility reserved under a single reservation will be assigned a unique identification number.
- 4.3.34** Provide a solution that allows customers, Agency staff, or Call Center personnel to reserve multiple campsites and rental facilities in one cart to ensure they are able to get the number and location of the sites/facilities needed for a group in a specific park.
- 4.3.35** Provide a solution that can capture customer acceptance of Agency policies to ensure the customer has read, understands, and agrees policies for the reserved site/facility via the Internet and/or Call Center prior to completing a reservation. Such notifications can include:
- Cancellation Policy
 - Equestrian trail closure policy (for equestrian campsites)
 - Facility use policies
 - Youth group campsite policies

 - ADA campsite policy
- 4.3.36** Provide a solution that can provide for reservations of “buddy” campsites. Buddy campsites are two campsites in close proximity to one another, share green and living space, and can be reserved by people who want to camp together.

Financial

- 4.3.37** Provide a solution that accurately calculates all fees and any associated taxes for every transaction, to include:
- Fees by campsite/facility type
 - State and (if applicable) local taxes
 - Tax exemptions
 - Seasonal rate changes
 - Number of nights/days (applying minimum/maximum limits)
 - Minimum booking requirements for holiday weekends (i.e. Memorial Day, 4th of July, Labor Day)
 - Cancellation fees, change fees, forfeiture of camping/rental facility fees and taxes
- 4.3.38** Provide a solution that allows Agency staff and Call Center operators to override site use fees and reservation transaction fees, provided that a mechanism is in place to record the reasons for the override for financial auditing purposes.
- 4.3.39** Pay all fees associated with the collection and processing of rental charges (credit card processing, lockbox fees, etc.).

- 4.3.40** Provide a solution capable of accommodating refunds related to reservation changes and cancellations.
- 4.3.41** Provide a solution that accepts multiple methods of payment (depending upon whether Call Center or Internet was used), including but not limited to:
- credit cards (at a minimum Visa, Discover and MasterCard),
 - debit cards backed by Visa, Discover or MasterCard,
 - e-check
 - money order
 - paper checks
- 4.3.42** Provide a solution with the ability for customers to make a donation to Iowa State Parks as part of the online reservation and payment processes, which will subsequently be added to the checkout total.
- 4.3.43** Provide a solution that allows Agency staff to make rate adjustments on a case-by-case basis and to document why the adjustment was made.
- 4.3.44** Provide a solution that can identify, record, and report all funds due (including appropriate taxes) to the State of Iowa no later than the day following the transaction.

Communication

- 4.3.45** Provide a solution capable of generating customer notifications via email for such things as:
- emergency closure of campgrounds
 - Agency-initiated site changes
 - changes in fees for a facility
 - confirmation of reservation, reservation changes, and cancellations
 - confirmation of receipt of payment
 - natural disasters (tornado, flood, utility outages, storm damage, etc.)
 - equestrian trail closures (for equestrian campsites)
- 4.3.46** Provide a solution that can contact reservation holders by phone with a recorded or speech synthesized message about their reservation (for example, equestrian trail closures).
- 4.3.47** The System shall also have the ability to generate hard copy confirmations and notifications for the same transactions as well as those transactions without a customer email address.
- 4.3.48** Provide a solution that allows Agency staff to post notices for the public and Call Center to see regarding various issues such as major construction projects, lake drawdowns, etc., at specific sites.

Reporting

- 4.3.49** Provide a solution with the ability to export data in a file format including (but not limited to): .csv, .txt, .xls, or .xlsx.

- 4.3.50** Provide a solution that can deliver the reports listed in Attachment #7 of this RFP (separate file), as well as custom reports as needed by the Agency.

Project Management

- 4.3.51** Provide a project schedule outlining the phases of the project, proposed milestone dates, and delivery timeline for the project.
- 4.3.52** Provide progress reports regarding the status of the implementation, and shall attend weekly meetings regarding the solution.
- 4.3.53** Provide a test environment in the proposed solution for Contractor's and Agency's staff to facilitate user acceptance testing, as well as to develop and evaluate updates/changes prior to implementation.

Training, Support, and Maintenance

- 4.3.54** Provide all maintenance required by the proposed solution.
- 4.3.55** Provide help desk and support center functionality and dedicated customer service staff to support and assist Agency staff.
- 4.3.56** Provide all the materials and labor necessary to train Agency's staff on use of the proposed solution. The Contractor will be responsible for all training expenses, including the development of training materials, dissemination of training (either in-person or online), and any other expenses necessary to train Agency staff.

4.4 Scored Technical Specifications

General

- 4.4.1** Describe the proposed solution, including product features/capabilities, alignment with the Agency's goals, system design, user experience, and other information supporting a determination that the proposed solution will meet the needs of the Agency for a Case Management System similar in nature to the background provided in Section 1.3 and the Mandatory Specifications in Section 4.3.
- 4.4.2** Describe the ease of use and ease of navigation designed into the proposed solution.
- 4.4.3** Describe your customization and extensibility capabilities.
- 4.4.4** Discuss how the proposed solution is optimized for use on mobile devices.
- 4.4.5** Provide the following information regarding your experience:
- Number of years of experience the Respondent has with providing the types of goods and/or services sought by the RFP.
 - A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
 - The level of technical experience in providing the types of goods and/or services sought by the RFP.
 - Describe any previous experience the Contractor has in working with the

military and/or the government.

- Describe the Contractor's current workload and staffing. Please describe how you will be able to meet the requirements of this project based on your current workload and staff.

- 4.4.6** Provide contact information for three (3) references from previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP. Contact information should include name, position/title, organization name, telephone number, and email address for each reference.
- 4.4.7** Describe the proposed solution's ability to accommodate special programs from the Agency (i.e. promo codes, discounts, loyalty programs, etc.). If applicable, Respondents should include details on other such programs they've handled for their other customers, including any marketing assistance provided.
- 4.4.8** Describe how quickly the proposed solution generates notifications to customers as described in Sections 4.3.43 through 4.3.47. Include how customers will be contacted (telephone call, SMS/text message, e-mail, etc.), and the number of attempts that will be made per unique customer.
- 4.4.9** Describe the features built into the solution to enhance ease of use for Agency staff to make operational changes (i.e. rate and fee changes, tax rate changes, adding and removing sites from inventory, etc.).
- 4.4.10** Discuss the mobile app available for the proposed solution, as required by Section 4.3.5. Describe the possibility of having an app that is specific to the Agency.
- 4.4.11** Describe the flexibility in working with the Department of Tourism website and recreation.gov on the Agency's reservations website. Also describe the willingness to provide a link to this website for park visitors to use when looking for other activities to do in the area.
- 4.4.12** Describe the capabilities of the System related to establishing various customer types including sales tax exempt customers.
- 4.4.13** Describe how the proposed solution's ability to interface with an access control system, wherein customers could be provided an access code to enter the campground.
- 4.4.14** Describe the proposed solution's ability to incorporate point-of-sale terminals at state parks to allow park staff to rent sites and process payments on-site.
- 4.4.15** Discuss the possibility of adding electronic self-pay stations or electronic kiosks to the proposed solution. Include a discussion of any such kiosks that are compatible with the proposed solution.

Reservations

- 4.4.15** Describe the features built into the solution to enhance ease of use for customers and Agency staff to make, modify, and cancel reservations.

- 4.4.16** Presently, the Agency lacks the ability to make reservations, rent space, or accept payment at the state parks. Describe the proposed solution's ability to add point-of-sale abilities at the parks. This includes the ability for the Agency's field staff to reserve a site for a customer, check that customer in, receive a damage deposit, sell parking spaces or non-resident user permits, and take payment by credit card.
- 4.4.17** Describe the potential for interaction between the proposed solution and other parks reservation and related databases, such as providing parks reservation on behalf of other public entities in the State of Iowa, or incorporation with the Agency's current online licensing system.
- 4.4.18** Describe how the proposed solution could facilitate a feature that park staff can use to manage facilities that would be independent of the online or Call Center sales channels, such as a group camp (not currently used, but under consideration).
- 4.4.19** The Agency finds that using Call Center operators located in Iowa is advantageous, as Iowa residents are more familiar with the geography of the state and the parks when helping campers make their reservations. Discuss the possibility of providing at least three Call Center operators physically located in Iowa during peak season (March 1 through October 15).

Security

- 4.4.20** Describe the plan for hosting the proposed solution. Describe what operational standards or frameworks for managing Information Security/Cyber security you follow (e.g., NIST CSF 1.1, NIST 800-37 Rev. 2, ISO IEC 27001, ISO 27036). Include details on each of the following:
- Describe what your organization is doing to identify, document and manage risks to systems, assets, data and capabilities.
 - Describe how your organization has implemented appropriate safeguards to ensure delivery of services, manage access, train users, conduct regular backups, protect sensitive data and systems.
 - Describe how your organization has implemented appropriate activities to detect and understand the impact of cybersecurity events.
 - Describe how your organization has implemented appropriate actions to respond to cybersecurity events, including the testing of response plans and coordination with stakeholders.
 - Describe how your organization has implemented appropriate activities to maintain recovery plans, including the restoration of capabilities that were impaired due to a disaster or cybersecurity event.
- 4.4.21** Describe your program for maintaining PCI DSS compliance. Include your most recent Attestation of Compliance.
- 4.4.22** Address the proposed solution's ability to limit the Agency's PCI scope through the use of certified point-to-point encryption (P2PE) solutions or other means for the addition of point-of-sale terminals, self-pay stations, and kiosks within state parks.

- 4.4.23** Discuss the potential of using a third-party authentication identity provider employing the OpenID Connect or SAML (Security Assertion Markup Language) protocols. Describe whether that functionality currently exists in your proposed solution, any associations the vendor currently has with third-parties to provide such services, and the proposed solution's ability to integrate with the State's Okta identity and access management portal at <https://id.iowa.gov>.

Project Management

- 4.4.25** Provide a project plan for the deployment of the proposed solution. Include:
- A detailed schedule for the achievement of individual milestones (such as a Gantt chart) that shows how long you anticipate setup, customization, testing, and rollout of the proposed solution.
 - Detail on how your project team will coordinate its efforts with Agency staff to ensure the proposed solution meets the Agency's needs.
 - A description of Respondent's process for handling changes in schedule, scope, quality or budget in collaboration with the Agency.
- 4.4.26** Describe your approach for migrating data from the existing campsite reservation and management system into the proposed solution.
- 4.4.28** Describe how the system knowledge base will include the ability for set-up, configuration and content to be managed collaboratively by Agency and Contractor staff.
- 4.4.29** Describe your plan to migrate information from the existing reservation system to the proposed solution. Address both existing reservations as well as historical data, park and site information, fee structure, and other parameters.
- 4.4.30** Describe your approach toward making the transition from the current Centralized Parks Reservation System to the proposed solution as seamless as possible so that customers detect as little difference as possible between the systems, other than enhanced services.
- 4.4.31** Describe your testing methodology prior to moving your proposed solution to production. Include details about your work plan, standards, procedures, tracking and resolution of problems, etc., that will be used to gain the Agency's acceptance of the proposed solution.
- 4.4.32** Describe your methodology for assessing the Agency's needs and subsequently configuring the proposed solution to address them.
- 4.4.33** Describe your proposed personnel for implementation and ongoing oversight of the proposed solution. Include the following information for each:
- Full Name
 - Education
 - Work experience, particularly as it relates to this RFP,
 - Specific technical accomplishments, and hardware and software expertise

- Job description for purposes of this RFP

- 4.4.33.1** Project Manager—responsible for oversight of customization and implementation of the proposed solution. The project manager should be an employee of the Contractor and will function as the primary liaison between the Contractor and the Agency.
- 4.4.33.2** Account Manager—responsible for overseeing all financial aspects of the proposed solution, including the collection of fees, maintenance of financial records, and the transmission of funds due to the Agency.
- 4.4.33.3** Software Engineer—responsible for heading up the maintenance and development of all software programs for the proposed solution.
- 4.4.33.4** Operations Manager—responsible for overseeing the operation of the proposed solution and shall serve as the primary point of contact for the Agency’s staff once the proposed solution is fully implemented and operational.
- 4.4.33.5** Call Center Supervisor—responsible for overseeing all aspects of the Call Center operations, staff supervision, record keeping, troubleshooting and customer service.

Reporting

- 4.4.34** Describe the usage analytics available in the proposed solution, including any server log analytics to report useful online website use statistics and patterns.

Financial

- 4.4.35** Describe the method and timing of electronic fund transfers to the Agency’s account through the State’s financial institution, Wells Fargo.
- 4.4.36** Describe the proposed solution’s ability to sell, assign, track, upload documents and collect fees for annual non-resident user permits.
- 4.4.37** Describe the proposed solution’s ability to accept, hold, and refund damage deposits for rented facilities. Provide detail describing the processes for tracking and refunding deposits.
- 4.4.38** Discuss the proposed system’s capability in starting a gift card program. Include how you will assist the Agency with the development and implementation of such a program.
- 4.4.39** Address the option of using the State of Iowa’s NIC Gov2Go web portal as the default or an option for customer payments. Respondents should address how NIC’s \$1.50 convenience fee would be handled with such an integration. **(NOTE: Contact Carmen Easley at Carmen.Easley@egov.com or 515-400-8527 to receive NIC payment API documentation and details, as NIC requests vendors sign an NDA.)**

Training, Support, and Maintenance

- 4.4.40** Describe the ongoing support to be provided for the proposed solution for the duration of the Contract.
- 4.4.41** Describe the proposed user training to be provided with the proposed solution, including online resources, printed manuals, etc. Include the plan for post-implementation ongoing support, maintenance, and upgrades.
- 4.4.42** Provide a description of how you will respond to system malfunctions, security breaches, and diagnose and solve problems with the network, hardware, or software. Responses should include the plan to be provided to the State, which would include identifying the team responsible to resolve problems, a description of their actions, and the approach to that resolution.
- 4.4.43** Provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:
- Full name
 - Education
 - Title / Position within the company
 - Years of experience and employment history as it relates to the specifications of the RFP
- 4.4.44** Provide a training plan for initial implementation that includes time, materials, and modes of training.
- 4.4.45** Describe how user issues will be elevated from the Agency support team to the Contractor for resolution, as needed.
- 4.4.46** Describe your firm's customer issue response and resolution time.
- 4.4.47** Describe your approach to post-implementation support through the life of the Contract.
- 4.4.48** Describe your approach to training Agency staff on the use of the system. Include a sample training plan that outlines what methods, materials, and support Respondent will provide to the Agency in support of the proposed solution.
- 4.4.49** Describe the process for ongoing customization of the application, including Agency notification of new features, testing of new features, and production deployment cycles.

4.5 Firm Offer

Respondent shall guarantee that the goods or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number of days indicated on the RFP cover sheet following the deadline for submitting Proposals.

SECTION 5 EVALUATION AND SELECTION
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5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. The Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State. Proposals will generally be evaluated according to completeness, content, experience, ability and responsibility of the Respondent and its staff, and cost.

5.2 Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Technical Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

5.3 Technical Proposal Evaluation and Scoring

5.3.1 All Technical Proposals will first be reviewed to determine if they comply with the requirements set forth in the RFP, and to determine whether Respondent is a Responsible Respondent. By way of example only, the Issuing Officer will review Respondent's Technical Proposal for responsiveness, compliance with the requirements of the RFP, and responsibility, including review of:

5.3.1.1 Respondent's Technical Proposal to ensure it satisfies the Form and Content requirements of Section 3 (Form and Content of Proposals).

5.3.1.2 Respondent's Technical proposal to ensure Respondent has agreed that it will comply with or otherwise satisfy any Mandatory Specifications set forth in Section 4.3.

5.3.1.3 Respondent's Technical Proposal to ensure Respondent has completed and submitted all necessary attachments in accordance with all applicable instructions and requirements

5.3.1.4 Respondent's certifications/disclosures, reference checks, or other background investigation materials, including but not limited to Respondent's Criminal History, litigation or debarment history, or financial condition, to determine whether Respondent is a Responsible Respondent. The issuing officer may consult with subject matter experts, such as accountants in the case of reviewing Respondent's financial condition, in determining whether Respondent is a Responsible Respondent.

5.3.1.5 Respondent's Technical Proposal and all other attachments (other than the Cost Proposal, which shall only be opened and reviewed as set forth below) to determine whether the Proposal should otherwise be rejected pursuant to Section 2.17 (Rejection of Proposals) or is a non-Responsive Proposal.

5.3.2 The Technical Proposals will then be evaluated and scored by the evaluation committee based on the evaluation categories identified in the Scored-Technical

Specifications Section of Section 4.4, and in accordance with the relative weights accorded each evaluation category as set forth in an addendum posted prior to the RFP closing.

5.3.3 Minimum Technical Proposal Score

Technical proposals must receive at least 60% of the available points in order to be eligible for Contract award. Respondents who do not receive at least 60% of the points available for the technical proposal will not be eligible for further consideration in the RFP and will not have their cost proposals reviewed.

5.4 Cost Proposal Scoring

The cost proposals will remain sealed during the evaluation of the technical proposals and any demonstrations. If a Respondent's Technical Proposal does not meet the minimum technical score set forth in Section 5.3.3, the associated Cost Proposal will remain unopened.

If the Agency elects to institute a minimum technical score other than that stated in Section 5.3.3, the minimum technical score will be set forth in an amendment posted prior to the RFP closing. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored in accordance with any scoring criteria set forth in this RFP and any amendments attached hereto.

If no amendment is attached hereto, or if no more specific scoring criteria is set forth in a Cost Proposal Addendum attached hereto, Cost Proposals may be evaluated, and points awarded as follows:

- 5.4.1 The Cost Proposals will be ranked from least to most expensive. For the purposes of this procurement, proposals will be scored based on a five-year total cost of ownership.
- 5.4.2 The least expensive Cost Proposal shall receive the maximum number of points available.
- 5.4.3 To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.
- 5.4.4 The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

Example:

Respondent A quotes \$35,000, Respondent B quotes \$45,000, and Respondent C quotes \$65,000.

Respondent A: $\frac{\$35,000}{\$35,000}$ = receives 100% of available points on cost.

Respondent B: $\frac{\$35,000}{\$45,000}$ = receives 78% of available points on cost.

Respondent C: $\frac{\$35,000}{\$65,000}$ = receives 54% of available points on cost.

If Cost Proposals are evaluated pursuant to the above-described methodology, or if any scoring criteria set forth in the Cost Proposal Addendum attached hereto does not require the exercise of any discretion to calculate the Cost Scores, the evaluation committee need not review or otherwise ratify any final Cost Scores or Total Scores, and the Cost Scores may be calculated and incorporated into the Total Score by the Issuing Officer. By virtue of developing cost criteria that require the exercise of no discretion, the evaluation committee has delegated any obligation it has to review and approve final Cost Scores to the issuing officer. In the event scoring irregularities arise, the Issuing Officer may seek guidance from the evaluation committee on how to resolve such irregularities. The decision of the evaluation committee on how to resolve any such irregularities shall be final.

5.5 Total Score

The compliant Respondent's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal. If Cost Proposals were evaluated pursuant to the default methodology set forth in Section 5.4 (Cost Proposal Scoring), or if any scoring criteria set forth in Cost Proposal Addendum attached hereto does not require the exercise of any discretion to calculate the Cost Scores, the evaluation committee need not review or otherwise ratify any final Total Scores prior to the issuance of any Notice of Intent to Award.

5.6 Tied Score and Preferences

- 5.6.1** An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.
- 5.6.2** Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.
- 5.6.3** In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.
- 5.6.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States. Preferences required by applicable statute or rule shall also be applied, where appropriate.

SECTION 6 CONTRACT TERMS, CONDITIONS, AND ADMINISTRATION
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6.1 Contract Terms and Conditions – Overview

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless the Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 6 and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions (Attachment 6) without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 6.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 6.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;

- 6.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- 6.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

6.2 Contract Terms and Conditions – No Material Changes/Non-Negotiable

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

6.2.1 Indemnification

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to any clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

6.2.2 Limitation of Liability

Iowa Code Section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establishes the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

6.2.3 Jurisdiction and Venue

Iowa Code Chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its

courts, cannot agree to a venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

6.2.4 Confidentiality

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

6.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

6.3 Contract Terms and Conditions – Specific

6.3.1 Term Length

The Contract shall have an initial term of five (5) years, beginning on the date of contract execution (the “**Effective Date**”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of five (5) additional one-year terms. The Agency will give the Contractor written notice of its intent whether to exercise each option no later than 180 days before the end of the Contract’s then-current term.

6.3.2 Payment Terms

6.3.2.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. Payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part of the Technical Proposal.**

6.3.2.2 Credit card or ePayables

The State of Iowa’s Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa’s Terms of Pcard Acceptance. Respondents must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

6.3.2.3 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa shall pay Contractor’s invoices using its Purchasing Card Program (Pcard) at its discretion. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor

directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- 6.3.2.3.1** Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- 6.3.2.3.2** Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- 6.3.2.3.3** Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- 6.3.2.3.4** Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- 6.3.2.3.5** Contractor shall confirm that the name of purchaser matches the name on the card;
- 6.3.2.3.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- 6.3.2.3.7** Contractor shall shred any documentation with credit card numbers.

6.3.2.4 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

6.3.2.5 Payment Terms

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor.

6.3.2.6 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

6.3.2.7 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

6.3.2.8 Invoices

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

6.3.3 Insurance

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type	Limit	Amount
General Liability (including contractual liability) written on a per occurrence basis	General Aggregate	\$2 million
	Products – Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of the Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, the Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

6.3.4 Performance Security

The Contract may require the Respondent to provide security for performance [e.g. performance bond, escrow, letter of credit, liquidated damages]. If so, Agency shall retain ten percent (10%) of each payment due under the Contract. Agency shall pay

the retained amount only after all Deliverables have been completed by Contractor and accepted by the Agency.

6.4 Contract Terms and Conditions – Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as Attachment 6 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

Attachment #1 Cost Proposal

I. Payment Terms

Per *Iowa Code § 8A.514* the State of Iowa is allowed at least sixty (60) days to pay an invoice submitted by a Vendor. Departments may enter into contracts for goods or services on payment terms of less than sixty (60) days if the State may obtain a financial benefit or incentive which would not otherwise be available from the vendor. To that end, please identify:

- What discount will you give for payment in 15 days?
- What discount will you give for payment in 30 days?

In addition to agreeing to payment terms of less than sixty (60) days for an additional discount, the State may also consider these discounts when scoring Cost Proposals.

II. Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of any Contract. The State P-card and ePayable solution (EAP) are preferred payment methods, but payments may be made by any of the following methods:

- P-card/EAP,
- EFT/ACH, or
- State Warrant.

Please indicate in your Cost Proposal all of the payment methods you will accept.

As it pertains to EFT/ACH specifically, provide a statement regarding your ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf.

As it pertains to P-cards/EAPs, the State of Iowa's Purchasing Cards (P-cards) and EAP are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if the Respondent uses the P-card or EAP payment methods. P-card accepting Respondents must abide by the State of Iowa's Terms of P-card Acceptance. **Please also provide a statement regarding your ability to meet the requirements of this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III). This information will not be scored as part of the Cost Proposal or evaluated as part of the Technical Proposal.**

III. Cost Proposal Contents

Respondents are given the option to submit one of two different cost proposal scenarios (Respondents may respond to either Schedule A1 or Schedule A2, **but not both**). Cost scores will be calculated using the total 5-year cost described in the schedule the Respondent completed as part of the Proposal. Providing multiple fee schedule options gives Respondents the flexibility to provide a cost proposal that better aligns to their service offering and gives the State the ability to have more Respondents. The first option (A1) is for Respondents to submit a "per transaction" fee schedule, as the Agency has now. The second option (A2) is for

Respondents to propose a traditional fixed cost fee schedule that includes an all-inclusive, itemized, total cost.

Schedule A1: Transaction-Based Fee Schedule

Respondent’s Transaction-Based Fee Schedule Cost Proposal shall include an all-inclusive, itemized, one-time implementation and ongoing per-transaction costs in U.S. Dollars (including all travel, expenses, etc. in prices). Services provided under this schedule should include all implementation, agency application integration, support, hosting, software services, and call center expenses necessary for the full implementation of the Campground Management System. Respondents should provide a transaction fee for the initial five-year term of the Contract. Respondents will use the transaction figures provided in Section 1.4 to determine transaction fees for this cost proposal.

The Agency anticipates that the Contract payment method shall be a fixed price per Internet transaction, paid by the customer directly to the Vendor; and a fixed price per Vendor-operated Call Center transaction, paid by the customer directly to the Vendor.

In order to encourage the use of the internet over using the Call Center, the fees to make Call Center reservations, changes, and cancellations shall be higher than the fees to make internet reservations, changes and cancellations. The Agency desires that cancellation fees should be higher than change fees. The Agency also reserves the right to determine if a reservation fee will be charged for same day reservations.

The following template is required, but may be reproduced in Respondent’s Cost Proposal. The transaction fee identified below will be applicable to all transactions processed regardless of volume. Please use additional pages to provide any additional narrative support for the costing information.

Fee Type (per transaction)	Amount (\$)
Internet Reservation	
Internet Change	
Internet Cancellation	
Call Center Reservation	
Call Center Change	
Call Center Cancellation	
Additional Features (per transaction)	
Non-Resident Permit	
Wet and Dry Vessel Storage and Dock Management Areas	

If the Vendor has different levels of ongoing support available, these shall be defined and the costs shall be specified within the fees listed in the table. (Should Vendor propose different support levels, Vendor must provide the differing support levels in separate tables and include

an explanation.) Please note that park rental fees have been set by the Natural Resources Commission by rule at 571 Iowa Administrative Code sections 61.4(1) and 61.5(1), pursuant to Iowa Code section 455A.14, which allows the Agency to set park rental fees.

Price Modifications

During the Contract period, Transaction Fees shall remain firm and fixed for the initial term of the contract. Contractor requests for adjustments in Transaction Fees if the Contract is extended beyond the initial term of any Contract will be considered at the sole discretion of the Agency.

Schedule A2: Fixed Fee Schedule

Respondent’s Fixed Fee Schedule Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms.

Respondents shall include pricing for implementation, operational costs, and optional costs including but not limited to training, upgrades, and add-ons.

Any cost proposal, whether in the table(s) above or below, whether fee-based or otherwise, must include an all-inclusive, itemized, not-to-exceed total cost, to provide requested software and services as specified in this RFP. Costs for third party software and hardware shall be included in the fees or shall be specifically identified in the table below:

Deliverable Item	Y0	Y1	Y2	Y3	Y4	Y5
Annual subscription (license) fees						
Data migration from existing system						
Hosting						
Ongoing support costs						
Call Center						
Additional Services (add below)						

Assumptions

Respondent will list any assumptions made in generating the Cost Proposal to assist the evaluators in understanding how it arrived at the figures quoted.

Attachment #2: Certification/Disclosure Letter

Alterations to this document are prohibited

[Date]

Steve Dawson, Issuing Officer
Office of the Chief Information Officer
200 E. Grand Avenue
Des Moines, IA 50309

Re: RFP #0222-561-01 - PROPOSAL CERTIFICATIONS

Dear Mr. Dawson:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]**_____ (Respondent) in response to **the Iowa Department of Natural Resources** for RFP #0222-561-01 for a Parks Reservation System are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Part I—Certification of Independence

I certify that I am a representative of Respondent expressly authorized to make the following certifications on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify in behalf of the Respondent the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Part II—Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Pursuant to *Iowa Code Sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following (check the applicable box):

- Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- Respondent is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Part III—Certification/Disclosure of Criminal, Regulatory, and Performance Background

The undersigned hereby certifies that, to the best of my knowledge, neither Respondent nor any of its principals, officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract [check all applicable boxes]:

- are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal agency or state agency;
- have within a three (3) year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for:
 - i. commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes;
 - ii. commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification;
- have within a three (3) year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause;
- have had any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services similar to those sought pursuant to the RFP.
- are presently involved in any litigation or threatened litigation, administrative or regulatory proceedings, or similar matters.
- are the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements sought pursuant to the RFP.

If you were unable to check any of the above boxes, please provide additional information about the circumstances surrounding your inability to check the applicable box in the space provided below. Please feel free to include additional pages with further explanation if the space provided below is not sufficient.

Part IV—Certification/Disclosure of Financial Condition

The undersigned hereby certifies that [check all applicable boxes/supply all requested information]:

- The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Vendor is current in all amounts due for payments of federal and state taxes and required
- The Vendor has not, in the last three (3) years, undergone a sale or change of control of Vendor, including its business or substantially all its assets.

If you were unable to check any of the above boxes, please provide additional information about the circumstances surrounding your inability to check the applicable box in the space provided below. Please feel free to include additional pages with further explanation if the space provided below is not sufficient. Additionally, if your answers are based on any information of or related to any companies acquired by Vendor in the last three (3) years, please include a description of how those company's(ies) financial histories/stability have been incorporated into your above certifications, and describe how any liabilities you may have incurred in connection with any acquisition affect your company's overall financial stability.

These certifications/disclosures are a material representation of fact upon which the Agency has relied upon in determining which Respondent to award a contract and in entering into a subsequent contract. If it is later determined that Respondent knowingly rendered an erroneous certification or provided false, misleading, or incorrect information in this certification/disclosure, in addition to other remedies available, the Agency may reject the Proposal, declare the Respondent's Proposal or resulting contract void, terminate any subsequent contract, or pursue available remedies including suspension, debarment, or damages for breach of contract.

The above certifications/disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

The Agency reserves to right to perform a criminal history check and background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract in verifying the accuracy of the contents of this certification/disclosure and in determining whether Respondent is a Responsible Respondent. Failure to provide full or accurate information may result in disqualification.

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for/bind Respondent]

Attachment #3: Authorization to Release Information Letter

Alterations to this document are prohibited, see Section 2.14.14.

[Date]

Steve Dawson, Issuing Officer
Office of the Chief Information Officer
200 E. Grand Avenue
Des Moines, IA 50309

Re: RFP #0222-561-01 - AUTHORIZATION TO RELEASE INFORMATION

5 years

Dear Mr. Dawson:

[Name of Respondent]_____ **(Respondent)** hereby authorizes Iowa Department of Natural Resources ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFP #0222-561-01.

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #4: Form 22 – Request for Confidentiality**SUBMISSION OF THIS FORM 22 IS REQUIRED**

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

2. Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Respondent acknowledges that the proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

_____	_____	_____
Company	RFP Number	RFP Title
_____	_____	_____
Signature (required)	Title	Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed ONLY if Respondent is requesting confidential treatment of any information submitted in its Proposal.

NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A Respondent MAY NOT REQUEST that pricing information in proposals be held in confidence.**

Completion of the Form and Agency’s acceptance of Respondent’s submission does not guarantee the agency will grant Respondent’s request for confidentiality. The Agency may reject Respondent’s Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.

RFP Section:	Respondent must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email for the person at Respondent’s organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- **If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.**
- **Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.**

Company

RFP Number

RFP Title

Signature (required)

Title

Date

Attachment #5: Response Checklist

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
Digital Copy of the Proposal			
If confidential treatment requested, one (1) Public Copy with Confidential Information Excised			
Transmittal Letter			
Title Page			
Table of Contents			
Technical Proposal:			
Executive Summary, including statement that Respondent agrees to and understands services/goods being solicited			
Respondent Background Information			
Mandatory Specifications, including firm proposal guarantee per RFP cover sheet			
Scored Technical Specifications			
Cost Proposal (Attachment #1):			
Payment Terms			
Payment Methods			
Cost Proposal			
Additional Attachments:			
Certification Letter (Attachment #2)			
Authorization to Release Information (Attachment #3)			
Form 22—Request for Confidentiality (Attachment #4)			
Acceptance/Exceptions to Terms and Conditions (Attachment #5)			

8.1.

Attachment #6: Terms and Conditions

NOTE: This is a sample contract, included to outline the general terms and conditions the State anticipates using in the final contract resulting from this RFP. It is provided so that Respondents may list their exceptions to these terms and conditions as required in Section 3.2.10 of this RFP. **Its contents have not been harmonized with the requirements in the RFP document; in the event of a conflict, the information in the RFP will prevail.** Respondents need not complete or sign this sample contract in their responses.

**IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER *Contract Number***

Between

**IOWA DEPARTMENT OF NATURAL RESOURCES
And
*CONTRACTOR NAME***

(Include only if this Contract is required to be approved by a Commission because the Contract amount is over \$25,000.00)

This Contract was approved by the *Environmental Protection Commission/Natural Resource Commission* on *Commission Approval Date*.

IN WITNESS THEREOF, the parties hereto have entered into this Contract on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
Department Signatory, Title (Please consult Signature Policy to determine which name and title should appear here.)

CONTRACTOR

By: _____ Date: _____
*Contractor Name
Contractor Signatory, Title*

For DNR use only:

1. Retain the original contract in the project files and send a hardcopy with the 1st invoice for payment to Budget & Finance.
2. Email a copy of the executed contract to Anne.Preziosi@dnr.iowa.gov.

**PROFESSIONAL SERVICES
SPECIAL CONDITIONS**

This Contract is entered into between the Iowa Department of Natural Resources (DNR) and Contractor Name (Contractor). The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

Contractor, a Contractor Legal Entity Type is organized under the laws of the State of State of Organization and is registered with the Iowa Secretary of State. The Contractor's address is: Contractor Address.

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

DNR Project Manager: DNR Project Manager Name
DNR Project Manager Title
DNR Project Manager Bureau or Division
DNR Project Manager Address
Phone: DNR Project Manager Phone
Fax: DNR Project Manager Fax
Email: DNR Project Manager Email

Contractor Project Manager: Contractor Project Manager Name
Contractor Project Manager Title
Contractor Project Manager Address
Phone: Contractor Project Manager Phone
Fax: Contractor Project Manager Fax
Email: Contractor Project Manager Email

Section 2 STATEMENT OF PURPOSE

2.1 Background. (This section should contain an explanation of the background of the project and how the project fits into DNR's mission. It does not have to be long.)

2.2 Purpose. (This section should contain an explanation of why DNR is entering into this Contract. It should be a brief summary of what the Statement of Work will accomplish.)

Section 3 DURATION OF CONTRACT

3.1 Term of Contract. The term of this Contract shall be [Contract Start Date](#) through [Contract Expiration Date](#), unless terminated earlier in accordance with the Termination section of this Contract. However, this Contract shall not begin until it has been signed by both parties.

3.2 Approval of Contract. If the amount of compensation to be paid by DNR according to the terms of this Contract is equal to or greater than \$25,000.00, then performance shall not commence unless by [Contract Start Date](#) this Contract has been approved by the [Environmental Protection Commission/Natural Resource Commission](#).

3.3 Amendments. This Contract may be amended only by written mutual consent of the Parties.

3.4 Extension. DNR shall have the sole option to extend this Contract for subsequent periods, adding up to no more than ten years total from the beginning date of the Original Contract, by executing a signed amendment prior to the expiration of this Contract.

Section 4 DEFINITIONS

“Agency” means the Department of Natural Resources.

“Contract” and “Contract Declarations & Execution Page” means these Contract Special Conditions, and any Attachments or Exhibits attached to and included as part of this Contract, including Exhibit A, and the DAS General Terms and Conditions. “Contract” includes the first page of these Contract Special Conditions, which includes the Contractor and DNR signatures, and the documents referred to in Section 5.6 below.

“DAS General Terms and Conditions” means the DAS General Terms and Conditions for Services effective May 1, 2016, and found at <https://das.iowa.gov/procurement/terms-and-conditions>.

“Deliverables” shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Contract. Deliverables shall include everything produced by the Contractor that is related to the Tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the Deliverables.

“Task Milestone Date” shall mean a deadline for accomplishing a Task required by this Contract.

Section 5 STATEMENT OF WORK

5.1 Statement of Work. Contractor shall perform the following tasks. Contractor shall complete its obligations under this Contract by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
<p>Task 1: Kick Off Meeting Description: Contractor shall schedule and attend a Kick Off meeting with DNR. At the Kick Off Meeting, Contractor shall present to DNR any changes to the</p>	<p>No later than five days following the date this Contract is signed by both parties</p>

proposed schedule contained in the Contractor’s Proposal dated (date).	
<p>Task 2: Refined Statement of Work and Schedule Description: Contractor shall submit to DNR a Refined Proposed Statement of Work, taking into account any changes in the Contractor’s proposed schedule agreed upon with DNR during the Kick Off meeting, and any other changes or further details proposed by Contractor from Contractor’s Proposal dated (date). The parties shall proceed according to the provisions contained in Sections 5.1.2 through 5.1.5 below, before Contractor proceeds to Task 3.</p>	No later than two weeks from the date of the Kick Off Meeting
<p>Task 3: Task Name... (Add additional Tasks and Task Milestone Dates as needed.) Description: Description...</p>	No later than Task Due Date

5.1.2. Review of Proposed Statement of Work. Following submission of the Refined Proposed Statement of Work required by Task 2, DNR shall review the Refined Proposed Statement of Work and the parties shall communicate in an attempt to reach agreement regarding the contents of the Refined Proposed Statement of Work.

5.1.3. Failure to Reach Agreement Regarding Statement of Work. In the event DNR determines that the parties cannot reach agreement regarding the contents of the Refined Proposed Statement of Work, then DNR shall have the continuing right, in its sole discretion, to terminate this Contract without providing Contractor with any further or additional notice or opportunity to cure, notwithstanding the termination provisions of this Contract.

5.1.4. Incorporation of Proposed Statement of Work. Following acceptance by DNR of the Refined Proposed Statement of Work, the Refined Proposed Statement of Work shall be incorporated into this Contract by reference as if set out herein. A copy of the Refined Proposed Statement of Work shall be attached to this Contract.

5.1.5. Implementation of Proposed Statement of Work. Upon acceptance by DNR of the Refined Proposed Statement of Work, the development and implementation of the Refined Proposed Statement of Work shall proceed promptly and in accordance with the terms of this Contract.

5.2 Non-Exclusive Rights. This Contract is not exclusive. DNR reserves the right to select other contractors to provide services similar or identical to the Statement of Work described in this Contract during the term of this Contract.

5.3 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of Contractor fully or partially suspended or stopped, if the Deliverables fail to conform to applicable specifications and requirements in this Contract. DNR shall give Contractor written notice of a stop work directive. DNR shall provide to Contractor the reasons for the stop work directive.

5.4 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the relevant industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

5.5 Amendments to Statement of Work – Change Order Procedure. Modifications, deletions and additions may be made to a Statement of Work at any time during the term of this Contract by mutual written consent of the parties. Any amendment to a Statement of Work shall be called a Change Order, and the following procedures shall be followed:

5.5.1 Written Request. DNR shall specify in writing the desired modifications to the same degree of specificity as in the original Statement of Work.

5.5.2 The Contractor’s Response. The Contractor shall submit to DNR a time and cost estimate for the requested Change Order within five business days of receiving the Change Order request.

5.5.3 Acceptance of the Contractor Estimate. If DNR accepts the estimate presented by the Contractor within five business days of receiving the Contractor’s response, the Contractor shall perform the modified services subject to the time and cost estimates included in the Contractor response. The Contractor’s performance and the modified services shall be governed by the terms and conditions of this Contract.

5.5.4 Adjustment to Compensation. The parties acknowledge that a Change Order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor’s compensation or the performance deadlines under this Contract and that such Change Order may require approval of the Natural Resource or Environmental Protection Commission.

5.6 Incorporation of Documents. The following documents, and any amendments thereto existing on the date this Contract is signed by DNR, are incorporated into this Contract by this reference: (1) the Contractor’s Proposal of [Contractor Proposal Submittal Date](#) submitted in response to the RFP, attached as Exhibit B; (2) the Request for Proposal issued on [RFP Issue Date](#) and written responses to bidders’ questions (collectively referred to as the RFP), attached as Exhibit C; and the Refined Proposed Statement of Work.

5.7 Preference. In the case of any inconsistency or conflict between the provisions of this document (including all related schedules and Statements of Work), the RFP or the Contractor’s Proposal, the inconsistency or conflict shall be resolved as follows: first, by giving preference to the provisions of this document (including any Statement of Work); second, by giving preference to the provisions of the Proposal; and third, by giving preference to the provisions of the RFP.

Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. Contractor shall complete its obligations under this Contract by the Task Milestone Dates set out in Section 5.1.

Failure by Contractor to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Contract by Contractor and shall be grounds for DNR to immediately terminate this Contract for cause.

6.2 Review Meetings. Commencing with beginning performance of this Contract, the Project Managers shall meet [weekly/quarterly/another interval](#) to discuss progress made by the Contractor during the performance of this Contract. The meetings shall occur, either in person or by telephone conference call, at the following times: [Meeting Day \(Example: every second Monday\)](#) at [Meeting Time \(Example: 3:00 to 4:00 pm\)](#). Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Status Reports. Prior to each review meeting, the Contractor Project Manager shall provide a status report listing:

- o Accomplishments during the previous period,
- o Activities planned for the upcoming period,
- o Tasks completed or Deliverables produced during the previous period,
- o An updated schedule of upcoming Deliverables,
- o Any problems or concerns encountered since the last meeting, and
- o An explanation of any deviations from the financial and hourly expenditures contained in the Contractor’s Proposal of [Contractor Proposal Submittal Date](#), attached hereto as Exhibit A.

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 DNR right to review and observe. DNR shall have the right to review and observe, at any time, completed work or work in progress. Contractor shall allow the State of Iowa or DNR, without cost, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Contract.

Section 7 COMPENSATION

7.1 Source of Funding. The source of funding for this Contract is [Statutory Authority](#).

7.2 Not-to-exceed total amount of Contract. Payment for the work performed by Contractor according to the terms of this Contract shall not exceed [\\$Contract Amount](#). Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that Contractor has complied with the terms of this Contract.

7.3 Budget. The budget for this Contract shall be as follows:

Task	Amount of compensation allotted to Task	Invoice Due No Later Than
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Task 1: Task Name	Not to exceed \$ Amount	Date due (generally 30 days following Task Milestone Date)
Task 2: Task Name	Not to exceed \$ Amount	Date due
Task 3: Task Name (Add rows for additional Tasks as needed)	Not to exceed \$ Amount	Date due
Total	Not to exceed \$Total Contract Amount	

7.4 Submission of Invoices. Invoices shall be submitted to DNR according to the following schedule:

Invoices shall be submitted to DNR according to the due dates established in Section 7.5. Invoices must contain the DNR Contract Number found on the first page of these DNR Special Conditions.

Each invoice shall itemize the work performed pursuant to the Contract. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR reasonably believes the invoice is inaccurate or incorrect in any way. Original invoices shall be submitted to:

Iowa Department of Natural Resources
 Attention: [DNR Project Manager](#)
[DNR Project Manager Address](#)
 Email:
 Phone Number:

DNR Contract Number:

7.5 Payment of Invoices. DNR will pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any services provided by or on behalf of the Contractor under this Contract. Payment will be issued to:

[Contractor Name](#)
 Attention: [Contractor Project Manager Name](#)
[Contractor Address](#)
 Email:
 Phone Number:

DNR Contract Number:

7.6 No advance payment. No advance payments shall be made for any Deliverables provided by Contractor pursuant to this Contract.

7.7 Delay of Payment Due to Contractor’s Failure. If DNR determines that the Contractor has failed to perform or deliver any Deliverable required by this Contract, then the Contractor shall not be entitled to any compensation or any further compensation if compensation has already occurred, under this Contract until such Deliverable is performed or delivered. DNR shall withhold that portion of the invoice amount which represents payment for the Deliverable that was not completed, delivered and successfully deployed.

7.8 Erroneous Payments and Credits. Contractor shall promptly re-pay or refund to DNR the full amount of any overpayment or erroneous payment within ten business days after either discovery by Contractor or notification by DNR of the overpayment or erroneous payment.

7.9 Set-off Against Sums Owed by Contractor. In the event that Contractor owes DNR or the State any sum (including any State taxes in arrears) under the terms of this Contract, any other contract, pursuant to a judgment, or pursuant to any law, DNR may set off such sum against any sum invoiced to DNR by Contractor. This may be done in DNR’s sole discretion unless otherwise required by law.

7.10 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Contract separate from the compensation referred to in this section, unless agreed to by both parties in an amendment to this Contract or in a Change Order executed by both parties. Unless otherwise specifically provided for in this Contract, Contractor shall be solely responsible for all its costs and expenses, including travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of the Contractor.

7.11 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of the Contractor fully or partially suspended or stopped, if the Deliverables fail to conform to applicable specifications and requirements under this Contract. DNR shall give Contractor the reasons for the stop work directive.

7.12 Final Payment. Before final payment or a termination settlement under this Contract, the Contractor shall execute and deliver to DNR a release of all claims against DNR arising under, or by virtue of, this Contract except claims which are specifically exempted by the Contractor. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to the Contract, final payment under a settlement upon termination of this Contract shall not constitute a waiver of DNR’s claims against the Contractor, or the Contractor's sureties under this Contract or applicable performance and payment bonds.

Section 8 INSURANCE

8.2. Insurance. (If insurance amounts will be changed or reduced, work with DNR Procurement staff to determine appropriate changes) Contractor must obtain insurance as identified in the DAS General Terms and Conditions for Services; and as follows:

Type of Insurance	Amount
General Liability Insurance (including contractual liability) written on an occurrence basis	Aggregate \$2,000,000

	Personal Injury \$1,000,000
	Each Occurrence \$1,000,000
Product Liability	Each Occurrence \$1,000,000
Personal Injury	Each Occurrence \$1,000,000
Property Damage Insurance	Each Occurrence \$1,000,000
Professional Liability*	Each Occurrence \$Amount
Workers Compensation and Employer Liability Insurance	As required by Iowa law

*Unless otherwise stated in this DNR Standard Contract, the Contractor must procure and maintain a professional liability insurance policy that is specific to the project that is the subject of this Contract. The insurance must provide \$Contract Amount in coverage and a three-year extended discovery period following completion of the term of this Contract.

The Contractor must submit a Certificate of Insurance, which indicates coverage and notice provisions as required by this Contract, to the DNR. The certificates will be subject to approval by the DNR. The insurer must state in the certificate that no cancellation of the insurance may be made without at least thirty (30) days written notice to the DNR. Approval of the insurance certificates by the DNR will not relieve the Contractor of any obligation under this Contract.

Section 9 COMPENSATION

The Contractor shall comply with applicable federal requirements, including but not limited to 2 CFR Chapter I, Chapter II, Part 220, et at. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule).

Section 10 USE OF THIRD PARTIES AND SUBCONTRACTORS

(Option 1 or Option 2 should be selected.)

10.1 Option 1: The Contractor shall not contract with third parties for any portion of the Contractor's obligations under this Contract.

10.1 Option 2: The Contractor may contract with third parties for the performance of Contractor's obligations under this Contract only to the extent specified as follows: (Specify subcontracting allowance and requirements as applicable.) Further, the following conditions shall apply when contracting with third parties for the performance of any obligations under this Contract:

10.1.1 All subcontracts shall be subject to prior approval by DNR. DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the conditions of this Contract.

10.1.2 The Contractor may enter into subcontracts to complete the work required by this Contract, provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work will relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor shall remain responsible for

such performance and shall be fully responsible and liable for all acts or omissions of the subcontractor.

10.1.3 All restrictions, obligations and responsibilities of the Contractor under this Contract also shall apply to all subcontractors.

10.1.4 DNR shall have the right to request the removal of a subcontractor for good cause. The Contractor shall indemnify, defend, and hold harmless DNR and the State of Iowa from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.

10.1.5 Each subcontract must contain provisions for DNR access to the subcontractor's books, documents and records, and for inspection of work, as required of Contractor herein.

10.1.6 Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, shall be deemed a breach by Contractor and have the same legal effect.

10.1.7 If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances, which by the exercise of reasonable diligence, the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default.

10.1.8 If the Contract is subject to provisions of Iowa Code chapter 8F, then the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontract the Contractor enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor must be forwarded to DNR immediately.

Section 11 TERMS AND CONDITIONS

Except as otherwise stated in these Special Conditions, the General Terms and Conditions for this Contract shall be the DAS General Terms and Conditions for Services effective May 1, 2016, and found at <https://das.iowa.gov/procurement/terms-and-conditions>.

In addition to any other exceptions to or supersession of the DAS General Terms and Conditions for Services contained in this Contract, the following portions of the DAS General Terms and Conditions for Services are excluded from this Contract:

- 1.10.5 (Change Order), and
- 1.11 (Legislative Changes).

The Contractor shall observe and obey the information technology standards of the State of Iowa Office of the Chief Information Officer (OCIO), found at <https://ocio.iowa.gov/standards>.

Section 12 CONFLICT BETWEEN SPECIAL CONDITIONS AND DAS GENERAL TERMS AND CONDITIONS

If there is a conflict between these Special Conditions and the DAS General Terms and Conditions for Services, these Special Conditions shall prevail.

Section 13 CONFLICT OF INTEREST

13.1 The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct and indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

13.2 During the term of this Contract, Contractor shall not provide services that would create a conflict of interest with the Contractor's duties set out in this Contract. In determining whether a particular activity creates an unacceptable conflict of interest, situations in which an unacceptable conflict shall be deemed to exist shall include, but not to be limited to, any of the following:

13.2.1 The activity involves the use of the state's or DNR's time, facilities, equipment, and supplies or other evidences of employment for purposes other than the performance of Contractor's obligations under this Contract.

13.2.2 The activity involves the receipt of, promise of, or acceptance of money or other consideration by Contractor from anyone other than the state or DNR for the performance of any acts that Contractor is required or expected to perform as a part of Contractor's performance under this Contract.

13.2.3 The outside employment or activity is subject to the official control, inspection, review, audit, or enforcement authority of DNR.

13.3 If the activity creating a conflict of interest is in progress when the term of this Contract begins or is described in paragraph 4.2.1 or 4.2.2 above, then Contractor shall immediately cease the activity. During the term of this Contract, Contractor shall not enter into any activity described in paragraph 4.2.3 or which constitutes any other unacceptable conflict of interest. Contractor shall immediately disclose to DNR the existence of any conflict of interest, including conflicts of interest which are described in paragraph 4.2.3 and are in progress when the term of this Contract begins.

Exhibit A

The Contract shall include the following requirements, in addition to other requirements contained in the RFP and any other requirements negotiated between the parties to the Contract.

Technical Requirements

1. The System shall be a Web-based reservation system with a database housed at a central location in the continental United States.
2. The System shall contain a Public Access Component that will be utilized by members of the public to make, change, and cancel reservations via the Internet and through a Vendor-operated parks reservation Call Center. Customers must have the ability to change reservations through the Internet such as change the site number, dates of arrival/departure and change overnight to overnight or day-use to day-use. Example: campsite to campsite (overnight) or shelter to shelter (day-use)
3. The System shall have an Administrative Function Component, which shall include, at a minimum, administrative rights for DNR in-park staff and DNR central office staff to (1) generate reports; (2) make changes to data (including site attribute and inventory data), as necessary; (3) make, change, and cancel reservations, and (4) record registrations/walk-ins.
4. The Vendor shall be responsible for maintaining the System.
5. System shall provide real-time access by the public, DNR staff (including park staff) and Call Center. System shall provide real-time availability tools by site and park, self-service access to bookings, changing and cancelling reservations.
6. The System shall use real-time technology to transmit data between the parks, other DNR offices (such as central office accounting), Call Center and the public so that all users can see a continuously up to date inventory of available campsites, cabins, lodges, shelters and group camps. (Currently the group camps are not on the reservation system, but may be an addition in the future).
7. The System shall be structured to prevent any double bookings of new reservations and/or modified (changed) reservations for any campsite or rental facility.
8. The System shall allow multiple users to use the System simultaneously. This shall include users trying to make a reservation for the same campsite or rental facility at the same time, without a double booking occurring.
9. The System shall allow all users to make site specific reservations, meaning a specific campsite, cabin, lodge or shelter can be selected and reserved.
10. The System shall have the ability to allow customers to view their reservation histories (current and past) on the Internet from the deployment of the System in a timely manner. The history of reservations shall include park name, dates of visit, reservation ID number and campsite/cabin/lodge/shelter name or number.
11. The System shall allow access by the public and the ability to make reservations at any time of day via the Internet, 24 hours a day, 7 days a week (24/7), including holidays. The System shall also allow for modifications (changes) and cancellations of existing reservations through the Internet 24/7. The customer shall have liberal access to Parks' information.
12. Any changes in a campsite, cabin, lodge, shelter or group camp status as a result of a new reservation, reservation cancellation or a reservation change shall be immediately available for the Call Center, DNR staff, and public to view.

13. The total fees for Internet-based reservations shall be displayed for the customer to review prior to proceeding to a check-out screen which includes a breakdown of the charges and associated tax(es). Customers making reservations through the Call Center shall be informed of the total cost of their reservation and asked to confirm that they want to continue with the reservation before being asked for payment.

14. The System shall advise the Internet user (customer) who is unsuccessful in making a reservation, the reason why the reservation could not be completed (invalid credit card number, business rule violation, etc.). The Call Center operators shall have the ability to explain to a customer why a requested reservation cannot be completed per explanations from the System that can be understood in layman's terms.

15. The System shall allow DNR staff to place any reservable campsites or rental facilities designated as on hold for administrative purposes. Campsites and rental facilities that are placed on hold shall be removed from the available campsite/rental facility inventory and shall not be subject to reservations during the hold period until released by DNR staff or the ending date has passed. The current System allows DNR to document the reason and have the ability to post that information to the Internet and Call Center components.

16. The System shall have an availability grid that is available for Call Center, Internet users and DNR staff to view.

17. The System shall be able to accommodate and correctly calculate multiple fees and any associated taxes for all transactions. All calculations shall be automatically calculated electronically by the System and no manual calculations shall be necessary. Factors that impact calculations include:

- a) Campsite/facility type (ie: full hook-up, electric, family cabins, camping cabins, etc.)
- b) Tax exemptions
- c) Seasonal rates
- d) Number of nights/days (applying minimum/maximum limits)
- e) Minimum booking requirements for holiday weekends, Memorial Day, 4th of July, Labor Day
- f) Identify and distinguish between all types of fees (reservation fees, campsite/rental facility use fees, taxes (sales/lodges including state and local), cancellation fees, change fees, forfeiture of camping/rental facility fees and taxes
- g) Automatically apply state and local (if applicable) sales tax or hotel/motel tax to site use fee, as applicable depending on campsite/rental facility type and location.
- h) Require recording of reason for refund or fee modification for financial auditing purposes.
- i) The ability for approved DNR staff and Call Center operators to override site use fees and reservation transaction fees, provided that a mechanism is in place to record the reasons for the override for financial auditing purposes.
- j) All functions are consistent with GAAP, FASB and GASB accounting standards.

18. The System shall be able to accommodate payments and refunds related to reservation modifications (changes). All calculations shall be automatic and calculated correctly. The System shall have a process in place to prevent double charging credit/debit cards and e-checks.

Original payment – Credit Card – Refunds are immediately processed back to the credit cards. Additional monies to be collected should be collected on a credit card.

Original payment – Paper Check, Money Order– If the reservation arrival date is less than 21 days and the customer owes additional money, the customer must pay for changes using a credit card. If the arrival date is more than 21 days away, the customer could then pay for the change using a paper check or money order. If the change resulted in a refund, the customer will receive a refund via a State-issued warrant processed by the DNR.

19. The Vendor shall pay all fees associated with the processing of credit cards.

20. The System shall be able to accommodate refunds related to reservation cancellations. All calculations shall be automatic and calculated correctly. Cancellation fees and forfeitures shall not exceed the campsite/facility fee paid (on hand). In other words, accounts receivable will not be established by cancelling a reservation.

All credit card payments will be refunded via credit card.

All e-check, paper check and money order payments will be refunded via State-issued warrant processed by the DNR.

21. The System must advise an Internet user who is unsuccessful in making a reservation because of established parameters, such as a minimum stay requirement or the reservation window has closed. The site will need to direct the customer as to what needs to be modified in order to make a successful search for sites or a reservation transaction completed.

22. The System shall allow for full payment prior to confirmation of a reservation.

- a) Payment in full is required to confirm all reservations, whether made through the Call Center or Internet.
- b) For Call Center reservations, if the customer pays by check/money, the reservation is considered "pending" until the check has been received. The check/money order shall be received within 10 days of the date the reservation was made or the reservation will be cancelled (currently done manually) and the System automatically sends a cancellation notice to the customer via e-mail (if customer has an e-mail address). If a customer does not have an e-mail address, the cancellation notice will be mailed.
- c) Facility fees at the prevailing rates are collected from customers when reservations are made, not a check-in on arrival day.
- d) If the payment is received after the 10th calendar day and the reservation has been cancelled, the check/money will be mailed back to the customer along with a notice of cancellation. Appropriate notes will be documented in the cancelled reservation.
- e) Changes resulting in additional fees to be collected will be charged at the current fee/tax structure.
- f) Cancellations or changes resulting in a refund to the customer shall be based on the original fee and tax collected.
- g) Reservations where payment is by check or money order shall be made at least 21 days prior to arrival date.
- h) Reservations where payment is made by e-check need to have parameters defined.

23. The System shall not allow a customer to make consecutive or overlapping reservations for the same person in the same campground or cabin area. This means that if one customer books multiple campsites, the primary occupant cannot be the same person for all reservations.

24. The System shall be able to create and maintain reservations and provide the ability to query by a unique reservation identifier.

25. The System shall be able to create and maintain customer profiles/records and provide the ability to query customer information online and in the form of reports.

- a) A customer record should include:
 - Customer identification number
 - Name
 - Driver's License Number
 - Driver's License State
 - Address
 - Telephone Number
 - E-mail address
 - Alternate phone number
 - Notes section
- b) DNR desires to have the System automatically convert all customer information to upper case.

- c) DNR desires for the System to have the ability to accept a zip or postal code and automatically look up and load the city and state/province.
26. The System shall be structured as to limit the possibilities that one individual has multiple customer records in the database.
27. The System shall have the ability to periodically check the database for duplicate customer records for the same individual and provide reports to the DNR for review. Multiple records for the same customer shall be merged into a single record so that when a customer search is performed, the System only returns one record for the individual.
28. The System shall allow customers and Call Center operators to update customer profile information such as address change, e-mail change, etc.
29. The System must accommodate customer types including customers which are sales tax exempt. Currently the DNR does not have the specific customer types except those which are exempt from paying sales tax.
30. The System shall allow a customer to reserve multiple campsites and rental facilities in one cart to ensure they are able to get the number and location of the sites/facilities needed for a group in a specific park. Customers and Call Center operators are also able to "capture" multiple campsites/rental facilities in a park for a customer to ensure they get the number of sites/facilities for a stay without risking a site/facility being reserved out from under them. This is particularly critical for customers trying to reserve cabins for a family reunion.
31. Each reservation shall have its own unique identification number and all financial transactions shall be tied to the particular reservation for which they apply. In addition, each campsite/rental facility reserved under a single reservation shall also have a unique identification number and each financial transaction shall have its own identification number.
- Currently, a reservation number is assigned to each campsite or reservable unit. An invoice number ties together everything that is paid for at the same time if more than one site is reserved. The reservation number stays the same regardless of any changes made to the reservation. For example, if 5 campsites are reserved there would be 1 invoice number for the payment, 5 reservation numbers for each campsite. If changes are made, or a reservation is canceled, the reservation numbers remain the same. Transactional history for each reservation can be found using the "History" button on the reservation details tab. Payments for changes to an existing reservation would have a new invoice number and tied to the reservation number. Payments can be searched for in the Finance Manager User Interface.
32. The System shall be able to figure sales and lodging tax as applicable and also be able to exclude tax if the reservation is tax exempt.
33. The System shall have the ability to generate notices and acknowledgements and confirmations (such as confirmation of reservation and registration, changes, cancellations or receipt of payment, etc.). All confirmations and notices for reservations, changes and cancellations with a customer e-mail address shall be generated and automatically sent in the form of an email. The System shall also have the ability to generate hard copy confirmations and notifications for the same transactions as well as those transactions without a customer email address.
34. Confirmation letters and cancellation notifications shall contain the following information:
- Confirmation/Cancellation Delivery:**
 All Internet reservations which are made, cancelled or changed shall receive the confirmation letter via email. System shall automatically generate and send these letters. Park staff and Call Center staff shall have ability to access a copy of the original confirmation and resend electronically via e-mail or print off a copy for mailing.
 Reservations made through the Call Center shall receive confirmation letters via e-mail if an email address is given. If a customer has no email address, then the confirmation shall be batched and easily printed off for mailing by the Call

Center. Park staff and Call Center staff shall have the ability to access a copy of the original confirmation notices and resend them electronically or print off and mail.

Parks confirmation letters shall include the following information:

- Customer's Name, Address, City, State, Zip, Phone #
- Vehicle License Plate – this could be optional
- Confirmation Number
- Arrival and departure date
- Name of Park
- Park Phone #
- Park Address, City, State, Zip
- Campground Name (if applicable)
- Campsite/Rental Facility Name/Number
- Number of Occupants
- Number of days/nights
- Facility/camping fee
- Taxes
- Reservation transaction fees (new reservation, change, cancellation, forfeiture)
- Total amount paid, due, refund owed
- Transaction Date
- Method of Payment/Refund
- EAB/Firewood transportation warning
- Cancellation policy
- Change policy
- Basic camping/rental facility rules
- Cleaning rules for cabins, lodges, shelters
- Damage deposit and key pick-up information for cabins, lodges, and shelters with kitchenettes
- DNR website address
- Notes and/or Alerts DNR wants included for important information for customers

Cancellation Letters of paid reservations shall be modified to show only the following information:

- Customer's Name, Address, City, State, Zip, Phone #
- Confirmation Number
- Arrival and departure date
- Name of Park
- Park Phone #
- Campground Name
- Campsite/Rental Facility Name/Number
- Number of Occupants
- Number of days/nights
- Facility/camping fee
- Taxes
- Reservation transaction fees
- Total amount of refund
- Transaction Date
- Method of Payment/Refund

Customers who fail to pay for the reservation shall also receive a cancellation notice for lack of payment.

35. The System shall have the capability to print receipts for each reservation made. All receipts shall meet payment credit card industry (PCI) standards. If Vendor uses confirmation and cancellation letters as receipts, the confirmation and cancellation letters/notices shall meet PCI standards.

36. The System shall have log-in security and the ability to track users in the System including, at a minimum, the identification of the person making the reservation, type of reservation (overnight or day-use), changes made, cancellations, and the time and date the activity takes place.

37. System shall be able to enforce the DNR Reservation System Business Rules for the System.

38. At a minimum, the System shall have the flexibility to easily meet the changing business rules, laws and policies for Iowa State Parks in a timely, effective and efficient manner.

The System shall have flexibility in responding to changing agency business rules and policies in the following areas:

- a) Fees, including discounts and promotions
- b) Minimum and maximum length of stay
- c) Cancellation and change cut-off dates
- d) Closing sites and opening sites
- e) Usable and non-usable sites
- f) Refunds
- g) Taxes
- h) Multiple campsite/rental facility reservations made using one or more than one customer's name
- i) Customer type

39. The System shall capture customer acceptance of reservation and rental facility use policies.

40. The System shall provide for customer notification of natural disasters. The System shall have the capabilities to notify customers if a disaster such as a tornado, flood, utility outages, storm damage, etc. has occurred and reservations cannot be honored.

41. The System shall have no advertising or images of other reservation systems, including but not limited to state or federal reservation systems or links to other web pages, unless authorized by DNR. With approval by DNR, the website shall appear to the public as being operated as a seamless part of the DNR, reflecting the style and layout of DNR Park's website (<https://www.iowadnr.gov/Places-to-Go>). The System shall include links back to the DNR website and shall not charge for referrals.

42. The System shall include detailed documentation regarding any changes to customer records and those changes will include, at a minimum, the date and time the change was made, identification of who made the change and the reason for the change.

43. Vendor shall acknowledge in writing that the DNR has ownership rights to any content developed or used within the System (especially reservation data, maps, video or images) and that the content will not be used, sold, etc without DNR advanced approval.

44. The System shall provide enhanced administrative capabilities for DNR in-park and central office staff working with the website through an administrative functions component which shall be designed for ease of use by DNR staff.

45. The System shall provide the ability for Internet reservations to make a donation to Iowa State Parks. When a customer is finalizing their order during checkout they shall have the option of clicking on a "Make a Donation" tab to be able to donate to Iowa State Parks. They shall be able to choose from a defined amount determined by the DNR or they shall be able to choose the amount they want to donate. The donation amount shall be added to the checkout total. The DNR staff shall have access to all donations.

46. The System shall have instruction pages and prompts provided to customers to simplify the process for DNR customers. Help screens shall be developed for the public and internal DNR users to guide the user through the usage of certain fields and requirements of the website.

47. The Vendor shall provide Help Desk and Support Center functionality and dedicated customer service staff to support and assist DNR staff. The Vendor shall have a history of promptly resolving service tickets, and shall provide statistics from existing customers to demonstrate those results such as mean resolution time by severity, and number of outstanding tickets.

48. The System shall be able to be easily adjusted by DNR staff, independent of the Vendor, to reflect changes in tax rates and tax laws.

49. The System shall allow for variations in the campsite/rental facility fees within the same park, between parks, and for certain days of the week and certain time periods during the calendar year.

50. The System shall capture all data related payments including transaction number, reservation number, name, date and location where the reservation is taken.

51. The System shall allow approved DNR staff to make appropriate and necessary price adjustments for customers due to extenuating circumstances and provide a data field that requires the approved DNR staff person to note why the adjustment was made. The date of the adjustment shall be included in the database and retrievable from the System upon demand.

52. The System shall be able to apply tax codes that are specific to a park, but can be altered by a DNR Admin.

53. The System shall contain a mechanism to be able to identify, record and report all funds due (including appropriate taxes) to the State of Iowa no later than the day following the transaction. The Vendor shall provide the method and timing of electronic fund transfers to the DNR's account through the State's financial institution, Wells Fargo.

54. The System shall accept multiple methods of payment (depending upon whether Call Center or Internet was used), including but not limited to credit cards (at a minimum Visa, Discover and MasterCard), debit cards backed by Visa, Discover or MasterCard, e-check, money order, and paper checks.

Currently, DNR accepts the following payment methods (based on how the reservation was made):

- a) Call Center – Visa, MasterCard, and Discover credit cards; debit cards backed by Visa/MasterCard/Discover; Paper Checks, and Money Orders.

NOTE: Reservations which use checks and money orders must be made at least 21 days in advance of arrival AND payment shall be received within 10 days from the date the reservation was made. Vendor's System shall comply with this process and ensure the cancellation of all such unpaid reservations within one business day after the payment deadline.

If Vendor has a mechanism for electronic check clearing, reservations which use e-checks shall be accepted for reservation transactions up until 14 days prior to arrival.

Internet Reservations – Visa, MasterCard, and Discover credit cards; debit cards backed by Visa/MasterCard/Discover.

55. The Vendor shall include provisions for a payment engine and the use of credit card payments and e-check. Vendor shall utilize a tested and proven payment engine that allows customers to pay with either a credit card, debit card or electronic check (e-check). The Vendor must be operable on the major industry browsers and accept at least Visa, MasterCard, and Discover.

56. All customer payments made by credit cards and debit cards through the Internet (reservation website) and Call Center shall be processed through the Vendor's credit card validation and processing system (payment engine), which shall adhere to Payment Card Industry (PCI) Standards and other pertinent security requirements.

57. The System shall have the following attributes for processing credit cards:
1. Real-time, online verification to avoid customer callbacks
 2. Payment may be made by Visa, MasterCard, Discover or bank debit cards (Visa and MasterCard are required at a minimum)
 3. Vendor payment of any fees for the use of the cards, security and protection of customer personal information.
 4. Integration of credit card transactions with reservation and transaction data. More specifically, if the processor declines a credit card transaction, the System shall require the user to choose another credit card number before allowing completion of reservation and provide a reason for the declined transaction
 5. Guaranteed funds from credit card transactions transmitted directly through the Call Center
 6. Encrypted credit/debit card numbers and expiration dates
 7. Display of no more than the last four (4) digits of the credit card number on the transaction receipts with masked expiration dates according to the requirements of PCI (Payment Card Industry).

58. The System shall accept e-check for Internet reservation transactions for future utilization by the DNR. Currently, the DNR does not have this capability; however, it is exploring the possibility of the Vendor providing this function to process the receipt of the e-check payment through its System. Vendor shall describe the System capabilities of e-check processing via the Internet and the costs/transaction fees associated with e-checking.

59. All customer payments involving paper check and money orders shall be processed by the Vendor within one week after receiving the payment. All paper checks, and money order payments for transactions conducted through the Call Center shall be mailed to a postal address identified by DNR.

The current address of the DNR lockbox is:
 Iowa State Park Reservations
 PO Box 310302
 Minneapolis, MN, 55485-0302

60. The System and Vendor shall process and resolve situations where incorrect check payments are made. Vendor shall describe the capabilities of its System to process incorrect check payments and describe how the payments are reconciled in the System. Vendor shall indicate how associated park reservations are impacted/adjusted and the DNR is notified of such. In addition, Vendor shall ensure its System has the ability to flag individuals/groups that perpetually submit bad checks for park reservations.

61. The System shall be able to process NSF check payments.

62. The Vendor shall be responsible for any costs associated with a mailbox and lockbox service that will be used for reservations paid for via paper checks and money orders.

63. The System shall be able to allow authorized DNR staff to refund reservations and track the transaction through the System including how much was refunded, who allowed the refund and the date and time it was allowed.

64. The Vendor shall perform daily reconciliation of Call Center and Internet transactions. Vendor shall reconcile transactions from Vendor's System to credit card processor and lockbox processor (separately) on a daily basis or what is agreed upon between DNR and Vendor. Discrepancies shall be identified, corrected and recorded in a manner that meets Iowa State auditor and other state and federal mandates.

At a minimum, all discrepancies shall be identified and the details noted below for each error or correction. Discrepancy identification shall be included with the monthly reconciliation report submitted to DNR Central Office. See Reports Requirements for examples. For each error and correction, the following minimal requirements shall be reported:

- Date of error/discrepancy
- Reservation or booking #
- Park Name

- Amount
- Date correction and original error to be processed
- Type of error

65. The Vendor shall promptly research and resolve in a timely manner any and all transaction and/or settlement discrepancies for all areas of the System including Call Center and Internet on a same-day basis or as jointly agreed upon by Vendor and DNR.

66. The System shall record and report specific revenue by source types by date or range of dates, by individual park and summarize revenue totals by all parks for the purpose of reconciliation to state accounting and audit requirements. DNR requires a breakdown or separation of product type or by specific revenue codes for camping, day-use lodges, cabins, shelters, transaction fees and other as specified by DNR. Reports shall be able to be viewed online.

67. The Vendor shall provide a detailed invoice including required backup documentation for any payments owed to Vendor from DNR. Backup documentation shall include, at a minimum, detailed transaction reports for Call Center and Internet transactions, monthly performance report, monthly Call Center telephone statistics. All payments between Vendor and DNR shall be made in US dollars. Vendor shall describe when, under the terms of its proposal, a transaction is billable for purposes of charging a reservation fee, change fee or cancellation fee.

68. The Vendor shall observe GAAP principles as well as other fiscal best practices to ensure the System maintains complete fiscal accountability.

69. The Vendor's proposed solution shall be fully PCI (Payment Card Industry) compliant. The Vendor shall articulate an understanding of, and demonstrate the ability to comply with requirements pertaining to credit card transactions according to the PCI requirements. Credit card numbers shall not be entered, captured, processed, transmitted without appropriate encryption and other measures taken to protect information as required for PCI compliance. Vendor shall also demonstrate the ability to comply with all other requirements pertaining to credit card transactions as required by Visa, MasterCard, Discover, etc. On at least an annual basis, Vendor shall provide an Attestation of Compliance (AOC) including Qualified Security Assessor Company information, and Attestation of Scan Compliance, indicating that security for credit card transactions meets PCI security standards. Vendor shall be responsible for any data breach or PCI non-compliance that may occur.

70. The System shall meet or exceed all enterprise (OCIO) and DNR standards, policies and procedures. It is critical that all transactions be tracked and reported on a line item basis by date, so that payment adjustments and refunds are handled according to DNR Budget and Finance, GAAP, GAX, and/or State Auditor requirements.

71. The System shall have end-to-end data security over the entire data path. Confidential data shall be encrypted in transit and at rest. Vendor shall describe how this network security requirement will be met for:

- a) Call Center and website
- b) Call Center and banking system (e-payments)
- c) Website and banking system (e-payments)

72. The Vendor shall provide ongoing security patching and critical software updates and security for the System.

73. The Vendor shall provide a written notice to the DNR when the System is down within four hours of the beginning of downtime. If the Vendor is aware that the System will experience downtime, then the Vendor shall provide written notice to DNR prior to the beginning of downtime. When the System is down the Vendor shall provide in writing an explanation as to why and an estimated time frame of when the System will be available.

74. The Vendor shall have established processes and procedures to address system crashes in a timely efficient manner at the website and Call Center.

75. The Vendor shall establish procedures for monitoring the website. This includes what tools will be utilized to provide the DNR the ability to determine whether the website is functioning, the time it went down and is coming up, as well as the process for DNR notification.

76. The System shall have login ID and separate hardened password for DNR staff and Call Center staff to access the System. The System shall lock a user out after a certain number of unsuccessful login attempts. The System shall have the capabilities to force passwords to expire and require users to create a new password. The System shall be capable of providing different levels of access and include a description of each layer of access authority.

77. The System shall be able to support reservations from customers from outside the United States.

78. The Vendor shall provide prior notification and approval of software changes and upgrades.

79. At a minimum, the System shall be fully functional in all of the following browsers, current and previous versions:

- Microsoft Internet Explorer 11
- Microsoft Edge
- Google Chrome
- Mozilla Firefox
- Safari

80. The Vendor shall provide database administration, hosting, maintenance and recovery services of the System. Vendor shall:

- a) Allow data fields to be designated as either mandatory or optional use by operators as determined by the DNR's database and/or system administrator.
- b) Allow archival capability for all transaction records at the Call Center and website.
- c) Provide a system backup and disaster recovery of data capabilities and processes, including recovery after a hard drive "crash" at the Call Center or website.
- d) Notify DNR in the event of a network failure.
- e) Vendor will rebuild financial history in the event of a system failure.

81. The Vendor shall report monthly to the Performance Standards and provide performance liquidated damage amount(s) on its monthly billing to the DNR.

82. The Vendor shall follow Electronic Funds Transfer (EFT) procedures. Whether the Vendor acts as an agent for DNR, the Vendor shall treat the State of Iowa and its designated bank as the "Bank" and shall deposit the appropriate fees from all electronic payments sales to the Bank. Electronic sales shall be reconciled weekly at a minimum. DNR shall not pay any "middleman" fees for electronic transactions. Further, the Vendor's credit card processor must be compatible with the State of Iowa's Bank.

83. The website must be responsive and user friendly on mobile and touch screen devices. The website must be optimized for fast downloads and page display speeds. Text shall be legible, and input boxes and buttons shall be large enough to reliably be clicked on common mobile device sizes. Users shall be able to zoom in on images and maps that are relevant to their selection process.

Customer Reward Program

84. The System must be able to accommodate multiple reservations made by one customer resulting in all points going to that particular customer and not be split between the occupants of the sites.

85. Customers will be able to enroll in the Reward Card Program online, through the Call Center, or through DNR central office staff.

86. The System must provide a cover letter and an email (if customer provides one) to all new customers enrolled in the Reward Program so that customers who enroll online or through the Call Center can be notified they are enrolled in the program.
87. At certain milestone levels, the customer will be eligible for a promotional award, which will include free or discounted overnight stays, shelter, lodge, or cabin/yurt rentals.
88. The tracking must be done on a point-based system approved by the DNR.
89. The System must maintain a cumulative record of each person's account and those points will roll over from year to year.
90. The System must be able to automatically add points to a customer's account for a reservation. Points for overnight and day-use stays must not be added to the account until after the departure date.
91. The System must be able to deduct points when a customer redeems the award for which they are eligible.
92. The System must list the reward discount on the confirmation letter or email to the customer when a reward has been used as the payment method.
93. The reward discount must be redeemable through online reservations, the Call Center, and DNR central office staff.
94. The System must be capable of adding "bonus points" to a customer's account based on a specific behavior or transaction, such as reserving during a set time period or for a certain park.
95. The System must allow for the earning or redemption rates to be set at varying levels depending on the park and/or facility type.
96. The System must be able to import all existing customer records relative to Reward Program account numbers and point balances.
97. The System must allow customers with multiple Reward Cards to merge accounts, which will result in the balances on the two cards or more being merged.
98. The System must provide for a way to manually adjust points, with the appropriate permission level, to account for errors in the system or for customer service issues.
- a) Loyalty points will be a way to compensate a customer for a bad experience at the park, rather than refunding them an entire reservation fee.
99. The System must have a way to connect the Reward Card to the customer by searching for the customer's name, phone number, mailing address, or email address.
100. The System must include the customer's Reward Point balance on all email or reservation confirmation letters.
101. The System must allow customers to check their point balance when signed into their account, when they call the Call Center, or call the DNR central office.
102. At a minimum, the System must be able to support the ability of the DNR to specify and modify rewards that are earned.
1. By Park (points earned at Park 1, 2, and 3, but not Park 4);
 2. By Campground (points earned for camping in the south campground, but not the north campground);
 3. By Facility Type (points earned for campsites, cabins, yurts, shelters, and lodges)

- 4. By Date Range (points earned from October 1 through December 31) and
- 5. By Day of Week (points earned Tuesday through Thursday)

Customer Feedback Surveys

- 103. The System must have a component to allow customers to complete an online satisfaction survey after their reservation or after any visit to an Iowa State Park.
- 104. The System must have a component to allow customers to complete a customer satisfaction survey to rate their experience with the Call Center.
- 105. The contents of all surveys must be approved by DNR. The content of the surveys will vary by park depending on the services and amenities available at the park.
- 106. The System must compile the responses by the park for all surveys completed so there is a composite survey results for each park. These results will be compiled in an electronic format approved by DNR and sent to the DNR Project Manager at the end of each month.
- 107. Users with the appropriate permission levels must be able to view individual survey responses.
- 108. The System must allow users with the appropriate permission levels to respond to a survey via email.
- 109. The System must be able to generate an email with a link to the survey for a specific park after the departure date of a customer reservation.

Marketing

- 110. The System must support promotional offers by having the ability to process special discounts for a specified date range or arrival date. This would include promotions that have a specialized code or that have a unique code value for all transactions. All promotional codes must be approved by the DNR. The DNR will determine what the promotional codes will apply to and when.
- 111. The System must allow promotional offers to be used by customers making their reservations on the Internet, through the Call Center, or through DNR central office staff.
- 112. The System shall have the flexibility in working with the Department of Tourism website and recreation.gov on the DNR reservations website. There shall also be an option to provide a link to this website for park visitors to use when looking for other activities to do in the area.
- 113. The System shall have the ability to post notices for the public and Call Center to see regarding various issues such as major construction projects, lake drawdowns, etc., without taking the campsites/rental facilities off the inventory. The current mechanism is called a "park alert" which allows DNR staff to post an alert with an ending date that will appear on all reservation information web pages for a particular park. This mechanism is very beneficial to provide up to date information to customers and Call Center operators regarding a park which could impact the decision as to whether or not the customer will reserve a campsite/rental facility in that park.

114. Equestrian Trail Policy and System Functionality. The current equestrian trail closure policy allows individuals who have a reservation arrival date the same date as the equestrian trail closure or the following day, to be able to change the reservation (requires breaking the change cut-off window) instead of suffering cancellation forfeitures. A reservation change fee does apply.

The current System has a mechanism which allows DNR staff to post an equestrian trail closure. A separate page is dedicated to trail closures. This page shows the status of equestrian trails in all parks which have equestrian camping. When the trails are closed, DNR staff can go in and change the status to closed along with posting the date and reason why the trails were closed. The System has the ability to search for any reservations in that campground with an arrival date the same date as the trail closure and the following day. The System has the ability to post a "closure bulletin" on the park reservation webpage and to the Call Center, which notifies customers and Call Center agents of the trail closure. The System also has the ability to send an e-mail to those reservations (with email addresses) letting them know about the closure and the policy. If any reservations did not have an e-mail address, the System would display a "call list" for park staff to use to contact the customer.

When customers are contacted via the Call Center notifying them of a trail closure a sound bite is sent to all reservations. The sound bite lets the customer know that the trails are closed and provides them with these options when the equestrian trails are closed:

1. Go ahead and camp
2. Cancel their reservation per the standard cancellation policy (including forfeiture of fees)
3. Change their reservation to a different park or arrival date and pay a \$5 change fee

115. Equestrian Campsite Bulletin. The System shall have a bulletin that is available for each equestrian campsite on the reservation system. The bulletin would contain the DNR equestrian trail closure policy so customers are aware what the DNR policy is when the trails close due to wet weather conditions. This bulletin would be seen by customers before completing their order.

The Vendor shall provide a bulletin for all equestrian campsites and shall propose how it will enable this into the System.

116. The System shall allow all users to search multiple parks for available campsites/rental facilities based on a customer's desired campsite/rental facility features or dates. Features shall include (but not be limited to) name of park, type of campsite/rental facility, year-round use, amenities such as electric (including amps), full hook-up, ADA site/rental facility, etc.

117. The System shall accommodate multiple reservation transactions per phone call or web session. The current business rules allow customers to make reservations for an unlimited number of camping trips at one park or for multiple parks so long as all the camping trips lie within the designated window. Each camping trip is charged a separate reservation fee. In addition, customers are allowed to make reservations for an unlimited number of rental facility trips or facility rentals at one park or for multiple parks as long as all the trips and rentals lie within the designated window.

118. The System shall provide for various levels of user authorities based on the functions each level is required to perform. Users in each level will have access only to certain components/menu items based on the rights assigned to that level. Vendor shall describe user authority built into the System and how it is updated and whether it can be done through system administrative functions through the DNR or if this must be done by the Vendor. The desire is for the System to be similar to that of the DNR's current system (independent of Vendor intervention), which has the following user levels, but DNR will entertain alternative solutions with similar functionality:

- Call Center – Call Center operators
- User – Call Center rights, seasonal park staff with limited access to reports
- Power User – Call Center rights, user rights and additional rights/access to administer the reservation program including facility inventory information, authorization of park holds, etc.

- Administrator – has all rights of Call Center, user, power user and the ability to access more reports, override many business rules, waive fees, cancel after the fact, etc.

119. The System shall have a mechanism for “groups” such as organizations/associations (boy scouts, girl scouts, colleges, 4-H clubs, etc.) or government agencies to have a customer account. Generally, individuals create a personal account and use that account to make reservations. This becomes problematic if the organization/association is tax exempt and the transaction should not include tax. The System shall be able to accommodate reservations for organizations/associations/clubs and government agencies and how tax exemptions are handled in the System.

In the current System, all tax exempt customers make their reservations through a staff member in the DNR central office. DNR would like to see the option for customer accounts that are tax exempt to be able to make the reservation online.

120. The Vendor shall be subject to examinations by the State of Iowa and authorized representatives of the federal government, including but not limited to DNR, representatives of the Iowa Legislative Fiscal Bureau, and representatives of the Office of the State Auditor. The Vendor also may be required to arrange for additional annual independent audit procedures to be conducted in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16, “Reporting on Controls at a Service Organization,” of the American Institute of Certified Public Accountants.

121. The Vendor acknowledges and agrees that DNR campsite/rental facility inventories could be affected by Acts of God, security/safety issues, or other unforeseen circumstances that cause unexpected closure of a facility/park area. The Vendor acknowledges and agrees that DNR shall in no way be penalized for lessened inventories beyond the control of DNR.

122. The Vendor understands and agrees that campsites may not be available for reservations during the months of November through March each year unless otherwise notified by DNR. During this time period winter temperatures fluctuate greatly. All shower houses and most dump stations are closed by mid-October to deter freezing of pipes. In addition, access to campgrounds and even to the park is limited due to DNR’s inability to remove snow from all its roadways.

123. The Vendor acknowledges and agrees that all DNR information and data shall be held confidential and shall not be sold or made available to a third party outside of this agreement without the prior written authorization of DNR.

124. The Vendor acknowledges and agrees that all DNR information and data contained in the database for the System (including historical data), except for confidential credit card information collected and gathered by the Vendor, is the sole property of DNR.

125. The Vendor acknowledges and agrees that the System shall be accountable for all reservations processed until said reservation data is archived.

126. The Vendor shall be able to support and install the necessary software on smartphones and/or tablets for park staff in the field, if the DNR is able to incorporate this function into standard operations.

127. The System shall have an availability grid that is available for Call Center, Internet users and DNR staff to view.

128. The System will help verify whether a customer making a reservation for an ADA understands the intent of these sites. The following is an alert that is on the current reservation website for an ADA campsite:

You are about to make a reservation for an ACCESSIBLE SITE.

This campsite is marked with the international symbol of accessibility and is intended to be used by persons with a disability. If no one in your party needs an accessible site, please select another site unless this is the only site of your desired type available at the time of your request.

The Vendor shall provide examples of how the System can try to eliminate the number of customers making reservations for an ADA campsite without meeting the requirements. The Vendor shall provide what a customer would need to fill out, such as check marking a box(es) to verify the type of site they are reserving.

129. The System will help verify whether a customer making a reservation online for a Youth Group Campsite qualifies to occupy that site type.

Youth Group Campsites are chaperoned, organized youth groups are defined as “a group of persons 17 year of age and under which is sponsored by and accompanied by adult representatives of a formal organization including but not limited to, Boy Scouts and Girl Scouts of America, churches etc.).

At a minimum, the System must have an acknowledgement feature so customers must agree or acknowledge what site they are reserving.

The Vendor shall provide examples of how the System can try to eliminate the number of customers making reservations for Youth Group Campsites that do not qualify to occupy that site type. The Vendor should provide examples of what a customer would need to fill out, such as check marking a box(es) to make the customer acknowledge they understand what site type they are making a reservation for.

130. The DNR would like the System to capture additional information from customers when making their reservations online for day-use facilities (Shelters and Lodges). Examples of additional information the DNR would like to capture, includes but is not limited to are the following:

- Party Type (Wedding, Class Reunion, Family Reunion, Graduation Party etc.)
- Arrival Time
- Departure Time
- Will there be a Keg

131. The Vendor shall provide how the services/amenities will be displayed for each park on the System. (What is available within the park, what is available greater than 1 mile of the park, or what is available within 10 miles of park).

The Vendor shall display how the services/amenities can be arranged and the flexibility that the System has on the arrangement and display of those items.

A few examples of services/amenities include but are not limited to are: fishing, hiking, picnicking, restrooms, kayaking, dump station, boating, cross country skiing etc. The DNR desires to have it clearly displayed on the System what is provided at the park and what is available as activities at the park that the customer must bring with them in order to participate in such activity.

For example, if kayaking is listed, there could be a misunderstanding that the DNR provides kayaks at the park to rent. Therefore, DNR would want to make it clear that people may bring kayaks to the park to use on the lake.

132. The DNR would like the ability to take credit cards in the field in order to take payment for reservations, point of sale, and damage deposits. The System will be a PCI-validated point-to-point encryption (P2PE) solution or will otherwise limit DNR's PCI DSS scope. The System shall meet this requirement, the SAQ that would apply to DNR with the System, and what devices such as tablets, iPads, POS terminals, and credit card readers are compatible with the System.

133. The Vendor shall describe the ability of the System to implement arrival blockers for inventory in the System.

134. The Vendor shall describe if the System is capable of allowing customers to reserve certain time slots for facilities instead of the entire day. For example, Shelter A can have two reservations for the same day if DNR wanted the shelter to be reserved from 8 am to noon and then 1 pm to 5 pm for example.

135. The Vendor shall explain whether the System has a Point of Sale (POS) available for customers to purchase parking spaces or purchase tickets for certain time frames throughout one day.

136. The Vendor shall describe whether the System has notification features in order to let customers know whether a site becomes available. This feature shall be available on the public and private websites.

137. The Vendor shall describe whether the System has a way to post important information on individual park pages as a bulletin. This feature would allow DNR to post whether a park is closed. DNR would have the ability to create these bulletins without needing the Vendor. Describe the capabilities and options with creating bulletins.

138. The DNR shall be notified of new items or functionality that becomes developed and available to enhance the System after the contract is signed. The DNR reserves the ability to add new functionality in the System as it becomes available during the term of the contract.

Non-Resident User Fee Permit/Point of Sale

154. The Vendor shall provide for the setup of a nonresident user fee permit by authorized users at the parks identified by DNR. Currently, this is implemented at Lake Manawa and Waubonsie state parks through a pilot program and could be expanded to more parks in the future. Alternatively, DNR may choose for this pilot to end June of 2022.

155. The Vendor shall allow DNR to set the validity period of the permits sold through the System (such as one year from date of issue, one year from the end of the month of the date of issue or valid for one calendar year).

156. The Vendor shall allow users to determine which location or locations where the permit is valid.

157. The Vendor shall allow users to configure a secondary permit that is linked to an original permit.

Currently, the secondary permits are not able to be purchased online and must be obtained through the park office. DNR would like the option to allow customers to purchase the secondary permit online.

158. The Vendor shall allow DNR to sell and customers to buy annual permits through the System.

159. The Vendor shall allow for DNR users to enter in the daily permits sold at the park through a park Point of Sale (POS) in order to track revenue and the number of daily permits sold.

160. The Vendor shall provide the ability for users and customers to search for permits that are available for sale and for all parks participating in the nonresident user fee permit requirement

161. The Vendor shall provide for the sale of replacement passes that are linked to a valid original or secondary pass. DNR shall have the ability to make these adjustments as needed.

162. The Vendor shall provide for invalidation of the appropriate original permit when a replacement permit is sold or issued.

163. The Vendor shall provide a mechanism for the System to track and be able to report each permit by customer name; type of permit; and permit number or vehicle license plate number.

164. The Vendor shall provide for users to refund or partially refund permits and invalidate permits that are refunded or partially refunded.

165. The Vendor shall provide for the online sale of annual permits on the DNR private label website, <https://iowastateparks.reserveamerica.com> and if the Vendor has a public website, it will be available on that platform as well.

166. The Vendor shall pay all credit card processing fees for non-resident permits purchased online. DNR will handle the fulfillment of all non-resident passes sold online through the Central Office. The Vendor shall not charge a convenience fee for annual or secondary permits sold through the Point of Sale (POS) in the System.

167. The Vendor shall explain how the System can have an acknowledgement feature available so customers purchasing a non-resident permit must agree that they understand what they are purchasing. This will be important since a non-resident permit is only currently implemented in two parks and might not be a state-wide requirement.

Damage Deposit Collection

168. The DNR requires a damage deposit feature in the System. Damage deposits are required for cabins, day-use lodges and shelters with kitchenettes. DNR requires the ability of the System to collect the damage deposit at the time a reservation is made for facilities that require a damage deposit.

169. The Vendor shall create a liability account by assigning an accounting code determined by DNR in order to hold the money collected for damage deposits. The accounting code will also keep the damage deposits collected separate from user fees, transaction fees and taxes collected. This will keep damage deposits collected separate from any other accounting string. A 2nd accounting code will be required for all retained damage deposits.

170. The Vendor shall allow a mechanism for field staff to verify if the facility was left in satisfactory condition. The ability for field staff to process the damage deposit refund or retain the damage deposit will be available to DNR Central Office Admins and DNR field staff in the park.

171. The Vendor shall provide reports that will provide a balance of damage deposits in order for DNR to track damage deposits collected, retained, and refunded.

Wet and Dry Vessel Storage and Dock Management Areas

172. The Vendor shall explain if the System is capable of using a marina feature for wet/dry storage vessels and Dock Management Areas (DMAS) in order to manage inventory, take/record payments, have a waiting list and transfer list feature and allow DNR to assign customers to the inventory. The list of parks and rates for the wet/dry storage vessels can be found here, Locations and Rates. Additional details are also found in Administrative Rules, Chapter 61, Attachment #12. Dock Management Areas (DMAS) can be found in Docks and Other Structures on Public Waters, Chapter 16, Attachment #12.

173. Vendor shall provide the flexibility for DNR to add new docks or remove existing docks that DNR determines as necessary.

174. Annual payments will be taken through the web by using a credit card. Or payments can be taken through the park office by using a field application allowing park staff to enter the customers information into the System. Confirmation emails must be sent to customers who have finalized their payment.

175. Vendor shall explain the System's ability to allow customers to upload documents at the time or after a payment is submitted online. Vendor shall explain how DNR would access these documents once uploaded by the customer. Examples of documents DNR needs from the customer are proof of insurance and boat registration.

176. System shall be able to maintain a list of docks, dock holders assigned a dock number, dock location and dock permit number. Dock holder information shall include customer name, address, phone number, boat make and boat registration number. The System shall allow park staff and Admin staff the flexibility to modify this information as needed.

177. The System shall have reports available that provide information on which Wet/Dry Storage for Vessels or Dock Management Areas (DMAS) has been paid online or in the field.

178. The System shall allow for multiple boats to be assigned to a single dock as determined by DNR.

179. The System shall allow for park staff to place holds on docks and slips for administrative purposes.

Mobile Application

180. The System shall provide for Mobile Application Electronic Self Registration which will allow customers to access park campgrounds and self-register then pay utilizing the existing reservation system in real time when traditional points of sale are closed or unavailable. This system is an alternative to self-pay and will allow a walk-in customer to book multiple nights as site availability allows. QR Codes (or equivalent) will be used at each campsite and at other specified locations within a park or other method where a mobile device can be directed to a landing page for a specific campsite registration in real time. The ability to use QR codes shall be obtained through the Vendor. The Vendor shall not use a 3rd party to distribute QR codes.

Vendor will build a landing site / page using their mobile app where once the customer scans a site and inputs the desired stay length, the press of one button will seamlessly complete the transaction. Based on the customer profile, fees will be based on the type of passes purchased such as annual camping or vehicle permits. This process will be inclusive of all applicable fees for the campsite. This process will remove the selected site from inventory in real time.

The Vendor mobile app will then generate a receipt (text, email) for the customer to provide to the camp host or ranger and a reporting mechanism where park employees can have instant verification using a mobile device.

Park entrance stations signage will be developed by DNR giving detailed instructions and a QR code link to a landing page with simple choices for site availability. Examples; site type, services provided, and desired length of stay. This process removes the site from inventory in real time. There will also be a QR code to download the Vendor's mobile app.

181. The Vendor shall have electronic self-pay stations or electronic kiosks that are compatible with the System. The System and the pay station must communicate in order to not have double bookings. The self-pay station could be used for customers to make same day reservations or buy point of sale items such as non-resident annual or daily permits.

OPERATIONS REQUIREMENTS

1. The Vendor shall host and operate the System. The Vendor shall provide the facility, computer hardware, software, telecommunication equipment, Internet access and services required for the operation of the System.
2. The Vendor's proposed solution shall be compatible with and fulfill the requirements of the current Iowa statutes and administrative rules concerning the parks reservation system.
3. Vendor shall present the System to DNR for final acceptance. The System shall account for all required functionality.
4. During the performance period, the Vendor shall perform all application software, file structure, database and system software modifications necessary to ensure system performance reaches acceptable levels in the production environment. The Vendor shall provide a performance period report which documents performance monitoring results and documentation of all changes made to address system defects or system performance.
5. Upon acceptance of the final System, Vendor shall provide maintenance and support coverage for the System throughout the entire life of the contract
6. The Vendor shall provide backup and recovery of the System. Vendor shall make a backup of the System. The Vendor shall provide storage of the data backup at a secure office location. The Vendor shall ensure that the system immediately recovers any data lost due to system or network failure. The Vendor shall notify DNR immediately in the event of data recovery.
7. The Vendor shall provide weekly data export files containing customer, reservation, transaction, campsite and other DNR data. Those exports shall be provided in a format acceptable to DNR and importable into a Microsoft SQL database. The Vendor shall provide an up-to-date database diagram and dictionary documenting table relationships and field definitions and usage.
8. Within 30 days of notification of termination of the Contract, or an order under it, the Vendor shall provide the State with dedicated data files suitable for importation into a MS-SQL database. The dedicated data files shall be comprised of the State's data. The structure of the relational database shall be specific to the State's data and shall not be representative of the Vendor's proprietary database. These files shall include, but not be limited to, campsite/rental facility photos, 360 tours, videos, maps, etc. At a minimum the data will need to be backed up weekly.
9. The Vendor shall have a Business Resumption Plan for the System describing how critical business operations will continue in the event of disruption or complete system failure. Vendor shall provide for reviewing, testing, and adjusting the plan on an annual basis. Vendor shall describe how their plans would address a ransomware incident on their systems. The Vendor shall test and update the IT disaster recovery portion of its business continuity plan at least annually. If requested, test results of the plan shall be made available to DNR. The business resumption plan shall meet the Disaster Recovery (DR) requirements of the State. The Vendor shall apply recognized industry standards governing disaster preparedness and recovery including the ability to continue processing in the event that the primary hosting facility is rendered inoperable.
10. The business resumption plan shall include, but not be limited to:
 - Critical lines of business and supporting functions
 - A process for reporting system disruption/failure
 - Emergency procedures
 - Transition from failure to restart
 - A timeframe for updates to the plan

11. The business resumption plan shall address procedures for response to emergencies and other business interruptions. The plan shall also address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption including but not limited to a ransomware attack.
12. The Vendor's business resumption plan shall address short and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware.
13. Part of the business resumption plan shall address backing up and storing data at a location sufficiently remote from the facilities at which the Vendor maintains the State's data in case of loss of that data at the primary site.
14. The Vendor shall be responsible for the creation of a Disaster Recovery environment such that the System operations can be seamlessly transferred to a separate hosting facility in a separate geographic location. This Disaster Recovery environment shall be activated upon complete failure of the primary system at the primary hosting facility due to disaster. This Disaster Recovery environment shall fully replicate the environment at the primary hosting facility. The Vendor shall notify DNR immediately in the event of system fail-over to the Disaster Recovery environment.
15. At any time as reasonably requested by DNR, the Vendor shall deliver to DNR in electronic form, the server logs of the System's activity.
16. The user's mean response time for all application responses to the System shall not exceed more than 5 seconds during any one hour.
17. The System's bandwidth connection to the Internet shall not operate at a maximum capacity for a total time exceeding five (5) minutes in any 24-hour period.
18. The System shall handle a traffic level up to 500 users at one time.
19. The System shall be easily accessed by users utilizing commonly accepted browsers including, but not limited to, Microsoft Internet Explorer 11, Edge, Safari, Mozilla Firefox, and Google Chrome.
20. The Vendor shall not use for its benefit, or the benefit of any third party, the contents of any cookies collected via the System.
21. Upon DNR approval, the Vendor shall update, refresh and replace outdated or unsupported hardware and software throughout the life of the Contract. Additionally, if over the life of the contract, the vendor upgrades its base reservation system software, DNR may request the Vendor to upgrade to the new software at no additional charge.
22. The Vendor shall provide maintenance and support for the System, which includes identifying and developing standard maintenance requirements; updates; patches and repairs; correction of application defects; system tuning; performing modifications; content changes; and on-site technical support. The Maintenance and Support shall be performed to achieve optimal system performance. The Vendor shall not supplement, modify or alter the System, without DNR's prior approval.
23. The Vendor shall correct any material programming errors that are attributable to the Vendor within 5 business days of notification. The DNR shall notify the Vendor, in writing of a problem with the software and provide sufficient information for the Vendor to identify the problem.

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

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

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

The Vendor shall use criteria and thresholds based on the metrics described above, when assessing the stability of the System.

26. The Vendor shall provide adequate staff to provide the maintenance required by the Contract. The Vendor shall also make provisions to support any planned special processing risk areas that occur during operations (for example, peak reservation periods).

27. The Vendor shall adhere to the performance standards requirements provided. The Vendor shall document and provide all performance levels in a Performance Report monthly or as requested.

28. Vendor shall comply with and adhere to all DNR and Iowa Enterprise IT Standards, including, without limitation, all technical and security standards, procedures and protocols, and provide training to Vendor's employees and subcontractors concerning such standards, procedures and protocols. The Vendor shall follow all additional DAS standards that have been identified by the State of Iowa as necessary in a statement of work or purchase order. Current State of Iowa IT security standards and additional standards are accessible online at <https://ocio.iowa.gov/standards>. Vendor shall take all precautions and actions necessary to: (i) prevent unauthorized access to DNR's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the DNR's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity and availability. Vendor agrees that it will not copy, reproduce, transmit, or remove any DNR (or State) information or data without the prior written consent of the DNR. Vendor agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the DNR or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Vendor or Vendor's employees, agents and subcontractors. Breaches of security include, but are not limited to:

- Disclosure of confidential or sensitive information;
- Unauthorized access to DNR or State systems;
- Illegal technology transfer;
- Sabotage or destruction of DNR or State information or information systems;
- Compromise or denial of DNR or State information or information systems;
- Damage to or loss of DNR or State information or information systems; and
- Theft.

The Vendor shall immediately report to the DNR any such breach of security.

In the event of a breach of this section or any breach of security as described herein, the DNR may terminate this Agreement immediately without penalty or liability to the DNR and the State and without affording Vendor any opportunity to cure.

29. As determined by the State to be appropriate, the following specific security measures shall be addressed:
- Computer hardware and software controls that ensure acceptance of data from authorized networks only;
 - Placement of software controls that establish separate files for lists of authorized user access and identification codes;
 - At DNR's request, the Vendor shall also enact security access measures to prevent access to the System by parties identified by DNR;
 - Manual procedures that provide secure access to the system with minimal risk; and
 - Multi-character alphanumeric passwords, unique usernames, identification codes or other security procedures that shall be used by State agency or Vendor personnel.
 - DNR may require the Vendor to conduct security risk analyses and periodic license verification of all security software; results must be provided to the State as required. The Vendor shall immediately notify DNR of any known or possible security breaches within one hour of discovery, followed by written notice within one day.
 - Physical Security of Vendor's Facility. The Vendor shall be responsible for controlling personnel access to the facility. Preventive measures against catastrophic damage (fire, flood, etc.) shall also be provided. Physical security for each facility shall include the lockable areas (gates, doorways, server racks, etc.) and other security measures as necessary. Staff and visitors shall be immediately discernible by identification badges. All visitors shall be required to sign in and out.

The Vendor shall adhere to all Statewide and DNR Website Policies, procedures and standards.

30. In case of an actual security breach that may have compromised State data, including but not limited to loss or theft of devices or media, the Vendor shall notify the State in writing of the breach within 24 hours of the Vendor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Vendor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or sub vendor of the Vendor. The Vendor shall give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Vendor shall document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under the Contract related to the Vendor's improper disclosure of State data, and regardless of any limitation on liability of any kind in the Contract, the Vendor shall be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Vendor's possession.

31. The Vendor shall use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Vendor shall:
- Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in the Contract.
 - Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
 - Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
 - Maintain appropriate identification and authentication process for information systems and services associated with State data.
 - Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.

- Implement and manage security audit logging on information systems, including computers and network devices.

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

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

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

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

36. The Vendor shall document, prior to deployment, that the web application of the software and system meets PCI compliance standards. Part of this documentation shall include information that the web application has undergone vulnerability assessment, and also that any vulnerabilities that are discovered after implementation of the System shall be remedied within 30 days of discovery.

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

38. The Vendor shall equip, staff and operate a Help Desk to support system operations. The Help Desk shall respond to DNR questions and problems regarding system operations within two (2) business hours of notification of a problem. The Help Desk shall be available for at least the following hours:
8:00 a.m. to 4:30 p.m. (Central Standard Time) – Monday through Friday
Closed on State Holidays.

39. The Vendor shall keep a Help Desk Log of all calls to the Help Desk, which describes the time of the incoming call, a summary of the question or problem, how the problem was resolved and the time of resolution. The Vendor shall make available a copy of the Help Desk log to a designated DNR employee. The Vendor shall maintain telephone access to Help Desk Operations and supply all required information systems, telecommunications and personnel to perform these Help Desk operations. All Help Desk operations shall be located within the continental United States.

40. The Help Desk shall use help desk software for documenting and tracking all Help Desk inquiries.

41. The Vendor shall:

- Within eight business hours of notification, the Vendor shall provide the expected resolution date if the problem cannot be correct immediately;
- Provide monthly reports on Help Desk activities. The Help Desk reports shall include performance statistics approved by the DNR Project Manager.

42. No later than two months prior to the launch date set by DNR, the System in User Acceptance Testing (UAT) shall be developed, fully operational, and tested. The current reservation system contract expires on November 8, 2022.

43. By no later than one month prior to the scheduled launch date, the launch production site must be developed, fully operational and loaded with DNR current reservation inventory data, profile information, campground maps, and any other information necessary for the successful launch of the System.

44. The Vendor shall by no later than two months prior to the scheduled launch date secure and access the installation of all connectivity to ensure all connections are working properly between DNR property and the contractor's web-based application.

45. If software will need to be installed on state hardware in order for the System to function, the Vendor shall provide and install the necessary software no later than two weeks before the launch date. Any installation of software on state computers must go through the approval process through OCIO ISD (OCIO's Information Security Division).

46. The Vendor's proposed solution shall be flexible to easily accommodate Iowa Code statute and Iowa Administrative Code rule changes that occur in the future affecting the Centralized Parks Reservation System. Should rule changes occur prior to implementation of the System, the Vendor shall work with DNR and shall adjust its schedule to accommodate any changes in the statutes, administrative rules or business rules that may occur. The successful Vendor shall work together with DNR to ensure that any necessary DNR rule changes are made in a timeline compatible with the development and implementation of the System. DNR shall have system administration capabilities in place that, to the extent possible, will enable DNR staff to implement changes to the System independent of assistance from the Vendor. The ideal design will enable changes to take effect almost immediately with little or no impact to other operations of the System.

47. DNR requests that prospective Vendors address the option of increased potential for future development of an in-park reservation system. To that end, DNR wishes to explore allowing parks field sites access to a Central Parks Reservations System database, so that parks field sites may process customer registrations and conduct revenue reporting and specialized financial reporting.

PERFORMANCE STANDARDS

The DNR shall at its discretion, access the following liquidated damages if the Vendor fails to perform at the state performance standard levels. Any liquidated damages assessed by the DNR will be deducted from fees earned by the Vendor. Standards shall be measured and paid monthly.

#	Standard	Performance	Liquidated Damages
1	Computer System Downtime	Computer system downtime, which prevents the ability to complete reservations (at the Call Center, online and through the DNR), shall not total more than 60 minutes per calendar month. Mutually agreed upon time for scheduled maintenance is excluded from this standard. Exceptions are made for natural disasters or other acts out of the control of the Vendor.	\$10 per minute in excess of the 60 minutes.
2	Data Migration	The Vendor must ensure that, in converting data from the existing System to a new system, that no data, including but not limited to, reservations or customer data will be lost. For any errors in data migration, the Contractor must refund all fees to customers affected.	\$25 per error if the error does not require a customer refund. The data layout will be provided to the successful Vendor.
3	Internet Downtime	Internet Downtime shall occur no more than a total of 8 hours during a calendar month. Mutually agreed upon times for scheduled maintenance is excluded from the time standard.	\$300 per hour in excess of 8 hours.
4	Reservation Double Bookings	No reservation double-booking of any facility or campsite shall occur. This includes more than one reservation for a specific facility with overlapping stays whether or not the reservations were made at the Call Center, on the Internet site or through the DNR.	Refund all fees to customers affected and return triple this refund amount to DNR.
5	Missing Reservation	There shall be no missing reservations. This includes any reservations that could not be found in the System at least by arrival day and can be substantiated by evidence such as a confirmation or reservation number and looked at by DNR Project Manager and Vendor.	Refund all fees to guests affected and return triple this refund amount to DNR.
6	Delivery of Revenue to DNR	The Vendor must ensure that there are no late deposits to DNR each calendar month. Vendor shall provide weekly reconciliation of Call Center and Internet transactions, reconcile transactions from the Vendor's System to the credit card processor and record discrepancies in a manner that meets Iowa State auditor and other state and federal mandates; and have all monies from the settlement of credit card transactions, including the associated transaction fees, posted to the State of Iowa's bank account during standard business banking hours and state working days. If delivery of revenue falls on a Saturday or Sunday or a state holiday the revenue will be delivered to the DNR the following business day.	\$500 per day for any failure to comply with Performance Standard
7	Data Security	The Vendor must ensure that there are no breaches of security that result in personal information of customers being shared with any entity other than DNR or those approved by DNR.	\$5,000 to DNR per incident plus any costs associated with recovering the data

			and/or protecting the individuals who are at risk from having personal information disseminated without permission.
8	Problem Resolution/Escalation Process	For any defects with significant consequences that render key functions of the system inoperable or significantly slow processing of data, the Vendor shall resolve all system problem occurrences (ie: system performance issues impacting transactions) within 24 hours of the Vendor's knowledge of the system issue. System issues that require more than 24 hours to correct, regardless of time or date, will be considered a breach of this performance standard. Measurement shall include problems on the primary system that are temporarily resolved by the Vendor's back up system.	\$5,000 per occurrence if the problem is not resolved within the specified time.
9	Help Desk Hours	Help Desk shall be available during the hours required in the RFP.	\$10 for each minute that the standard is not met.
10	On-Time Project Implementation	Vendor shall guarantee an on-time implementation of the Centralized Parks Reservation System Version 2. If Vendor fails to meet the implementation timelines, liquidated damages shall be assessed.	50 additional hours of programming services for improvements and enhancements to the system outside the scope of the contract for each day after the start of system operations date until fully implemented. If the Contractor fails to meet the implementation timelines, liquidated damages of \$1,000 per day after the production deployment until the System is fully implemented may be assessed.
11	Adding New Inventory	Vendor will add new inventory as requested by DNR and make sure that the maps for each park are accurate. Adding new inventory shall be completed within 60 days after being submitted from the DNR to the Vendor.	\$100 per day after the standard is not met.
12	Resolving Issues/Cases with the System	Vendor will resolve any issues/cases that are submitted by DNR within 60 days. If the 60 day requirement cannot be met, this must be communicated with the DNR and the reasons must be provided in writing when such issues/cases will be resolved.	\$100 per day after the standard is not met.

CALL CENTER OPERATION PERFORMANCE STANDARDS

The DNR shall at its discretion, assess the following liquidated damages if the Vendor fails to perform at the state performance standard levels. Any liquidated damages assessed by the DNR will be deducted from fees earned by the Vendor. Standards shall be measured and paid monthly.

#	Standard	Performance	Liquidated Damages
1	Busy-Outs	No more than 5% of calls received by the Call Center result in the caller receiving a busy signal, a busy-out. The busy-out percentage must be calculated as a ratio of the number of unique callers (identified by telephone number) subject to a busy-out, in relation to the number of all unique callers.	Damages equal to the percentage of busy-outs calls in excess of 5% applied to all fees earned by the Vendor to make, change or cancel reservations during the month.
2	Hold Time-In Queue	No more than 5% of callers to the Call Center are held in queue for more than 5 minutes measured over a calendar month. Time held in queue does not include time using the automated voice response system as measured at the call center phone switch.	Damages equal to the percentage of calls in excess of % held in queue more than 5 minutes applied to all fees earned by the Vendor to make, change or cancel reservations during the month.
3	Abandon Rate	No more than 10% of calls to the Call Center are abandoned as measured at the Call Center phone switch and measured over a calendar month.	Damages equal to the percentage of calls abandoned in excess of the standard applied to all fees earned by the Vendor to make, change or cancel a reservation during the month.
4	Call Center Operation Hours	Call Center must operate at least the required days each year from 8:00 a.m. to 4:30 p.m. daily. Mutually agreed upon time for scheduled maintenance is excluded from this time standard.	\$60 for each hour or partial hour that the standard is not met.
5	Sending Confirmations	All mailed reservation confirmations must be sent within 48 hours for the time of reservation. All email confirmations must be sent within 1 hour of the time of when a reservation is made. Reservations made 10 days or less from the arrival date does not require a mailed confirmation.	\$50 for each required confirmation letter and/or e-mail that is not sent within the required time frame.
6	After-Hours Message	A message shall be available for all customers after Call Center operation hours.	\$10 for each hour or partial hour that the standard is not met.
7	Call Center Phone Switch Downtime	Call Center phone switch downtime shall not total more than 60 minutes per calendar month.	\$10 per minute that the standard is not met.
8	Reservation Quality	Documented and verified agent errors of omission, misinformation, inappropriate reservations and data entry must not occur more than 2 times per 1,000 reservations each calendar month. Verification will be completed through investigation of customer complaints	\$10 per error in excess of the total allowed by the standard.

		and/or specific discovery during period monitoring by DNR.	
9	Overriding Business Rules	The Call Center shall not override DNR operating procedures and rules that are provided by the DNR. (Attachment #8)	\$50 per 10 reservations that business rules were overridden.
10	Recording Calls That Result in a Transaction	Call Center shall record all calls that last over 90 seconds and that result in a transaction. These recorded calls will be saved for a minimum of 6 months and will be available to DNR upon request.	\$10 per each call that is not recorded.
11	Call Center Operators in Iowa	Three Call Center Operators shall be located in Iowa.	\$10 for each week that 3 agents are not located in Iowa and answering incoming calls.

VENDOR OPERATED CALL CENTER

1. The Call Center shall utilize a toll free 800 telephone number. The number should be specific to the DNR. DNR prefers to keep the existing toll-free number 877-427-2757 (IAPARKS). If it is not possible to keep the current toll-free number, then the new number will need to be approved by the DNR. The Vendor must assume all financial responsibility for the toll-free number used for public calls to the Call Center in the United States. The Call Center shall be responsible for handling State Park reservations for campsites (could include same day reservations), cabins, day use lodges, and picnic shelters, collecting damage deposits, and group camps (future element). The Call Center staff will be responsible for providing general park information via telephone and answering customer questions and complaints. The Call Center must appear to customers as being operated exclusively for Iowa State Parks.
2. Minimum hours of operation shall be 8:00 a.m., CST until 7:00 p.m. CST, Monday through Friday, and 8:00 a.m., CST until 4:30 pm. CST, Saturdays and Sundays year-round and closed on state holidays. DNR will entertain expansion of operating hours/days if cost-effective and will also entertain reduced hours in the off season.

The current Call Center hours are as follows:
Monday through Friday: 7:00 am to 7:00 pm (CST) Saturday: 8:00 am to 4:30 pm (CST) Sunday: Closed
Closed New Year's Day, Easter, Thanksgiving Day and Christmas
3. Vendor shall supply all required information systems and telecommunications to perform the Call Center operations.
4. Vendor shall begin full operation of Call Center services at the implementation date, with no disruption to the existing level of service. The Call Center shall be located within the continental United States. During operation of Call Center services, the Vendor shall adjust to any reasonable changes which may be brought about due to changes in state of Iowa law, policy, fees, DNR operations, etc.
5. Call Center operation shall meet acceptable performance levels defined in performance standards.
6. Vendor shall provide daily, weekly and monthly reporting on Call Center activities. The Call Center reports shall include performance statistics as approved by DNR project manager and in accordance with the performance standards and liquidated damages section
7. All check or money order payments for transactions conducted through the Call Center must be mailed to a postal address provided by DNR. Additionally, Vendor shall be responsible for mailing out reservation confirmation and cancellation letters for transactions processed through the Call Center when an email address is not provided by the customer. The letters shall be in such a format that is approved by DNR that all information, with the exception of the customer's name and address, is not visible to the general public.
8. Vendor's System shall include remote access to allow DNR staff to view reservation activity on Vendor's Call Center computer and to monitor live phone conversations between Call Center operators and reservation customers.
9. The Call Center operators shall be able to explain DNR policies to the customer. Call Center operators shall also provide an accurate summary of the transaction to the customer prior to payment and completion of the transaction. Vendor shall describe prior experience with Call Center operations, including the industry or government entity supported and the length of time supported. References shall be provided for the DNR to contact at least three of those entities for which Call Center support was provided.
10. All Vendor Call Center operators handling payments shall pass annual background checks and be bonded.
11. Customer confidential information shall be safe guarded according to PCI requirements, federal and state mandates as well as DNR and State of Iowa security policies. Customers' information shall not be revealed for any purpose without DNR approval. Vendor shall describe its policy and procedures to ensure the safeguarding of customer's confidential information, including credit card numbers, address, phone number, reserved dates, etc.

12. The Call Center shall accept credit cards and debit cards backed by Visa, Discover or MasterCard (at a minimum), paper checks, money orders, as payment for any reservations made through the Call Center.
13. DNR staff may place calls to evaluate the content of responses to questions and to test the System's performance.
14. Call Center staff shall verify the identity of callers wishing to inquire about, change or cancel a reservation. Vendor shall describe procedures used by the Call Center to ensure the identity of reservation holders or credit card holders wishing to inquire about, change or cancel a reservation.
15. Call Center staff shall follow the DNR policies and management directives provided to the successful Vendor awarded this contract.
16. The Vendor shall receive, track and resolve external customer complaints. The number of complaints will be identified and reports made available to the DNR. Vendor shall clearly identify in its proposal the type of complaints handled by the Vendor and the type that would be escalated to the DNR. Vendor shall identify and document the efforts made to resolve the issue prior to escalating to DNR. Escalation shall take place in a timely manner as determined by the DNR.
17. System shall include built-in reservation business rules and policies in the form of help topics, which will assist the Call Center staff when making reservations and prevent them from making business policy errors. Call Center staff shall not override the business rules unless approved by the DNR.
18. Vendor shall produce and update as necessary a Call Center Procedure Manual that may be used to address all customer calls. DNR will assist with developing materials for the Call Center operators (providing specific park information and general information about Iowa State Parks). DNR may provide additional input to the content of the Call Center Procedure Manual. The procedures shall include protocols for managing and responding to incoming calls, etc. The Vendor shall make the Call Center procedure manual available for review by DNR prior to use.
19. If at home agents are utilized by the Vendor, the System must capture statistical data for at-home agents. The statistics must show the call volume compared to Iowa at-home agents, non-Iowa at-home agents, and Call Center operators.
20. The Vendor shall pay for all fees associated with the processing of credit cards for the Call Center and the Internet transactions for all reservations.
21. All payments received in the lockbox shall be closed out by the Vendor and Vendor shall put those reservations paid in full status.
22. The System must allow for comments to be added to a reservation by Call Center agents and by the central office staff with DNR.
23. The Vendor shall address all the functional System components, e.g. hardware, database, applications, communications, and personnel. The Vendor shall provide a Business Continuity Plan.
24. The Vendor shall work with DNR so that the DNR Project Manager can annually train the Vendor's supervisory, key personnel, and agents staffed at the Vendor's Call Center facility on program policies and the handling of other inquiries related to the System.
25. The Vendor shall be responsible for the continuous training of its own staff due to turnover and updates to the program and/or policy changes. The Vendor shall train its Call Center staff and update manuals in a timely manner so

that staff remains competent and knowledgeable, therefore providing a high-quality service to the DNR and its' Customers.

26. The Vendor shall have the option of an increased potential for future development of an in-park reservation system. To that end, DNR wants to allow Call Center access to the Central Parks Reservations System database, so that parks field sites may process customer registrations and conduct revenue reporting and specialized financial reporting.

27. The Vendor shall have the ability to record all calls received by the Vendor-operated Call Center that last over 90 seconds and that result in a transaction. The DNR anticipates that these recorded calls would be saved for a minimum of 6 months from the call date and would be available to the DNR Project Manager upon request.