May 24, 2019

The Honorable Ron Travis
Chairman, Fiscal Review Committee
Suite G-102, Cordell Hull Bldg.
425 Fifth Avenue North
Nashville, Tennessee 37243

Attn: Ms. Krista Lee Carsner

Dear Chairman Travis:

The Tennessee Department of Environment and Conservation requests approval of an amendment to its contract with Rev'd Up, Inc., to update the Golf Course Management Services payment methodology in section C.3. from $0.15/round played to $0.30/round played, due to a planned change in subcontractor and product upgrade.

Since June 2012, Rev'd Up, Inc., has provided online reservation services for campsites, cabins, and other facilities at the state's non-resort parks as well as golf course and marina management information system services. In July 2017, Rev'd Up, Inc., as a result of the awarded RFP 32701-02884, became the sole contractor of providing online reservations for inns in addition to the above. Rev'd Up utilizes subcontractors for reservations involving inns and golf.

The current subcontractor will no longer be supporting FIS-compatible versions. The new product will enhance the customer experience and park operations at nine parks. Thank you for your consideration of this request.

Sincerely,

David W. Salyers, P.E., Commissioner

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED	
CHIEF PROCUREMENT OFFICER	DATE

Agency request tracking #	32701-02884
1. Procuring Agency	Department of Environment and Conservation
2. Contractor	Rev'd Up Inc
3. Edison contract ID #	54294
4. Proposed amendment #	1
5. Contract's Original Effective Date	June 1, 2017
6. Current end date	May 31, 2022
7. Proposed end date	May 31, 2022
8. Current Maximum Liability or Estimated Liability	$ 16,500,000.00
9. Proposed Maximum Liability or Estimated Liability	$ 16,500,000.00
10. Strategic Technology Solutions Pre-Approval Endorsement Request – *information technology service (N/A to THDA)*	☐ Not Applicable ☒ Attached
11. eHealth Pre-Approval Endorsement Request – *health-related professional, pharmaceutical, laboratory, or imaging*	☒ Not Applicable ☐ Attached
12. Human Resources Pre-Approval Endorsement Request – *state employee training service*	☒ Not Applicable ☐ Attached

13. Explain why the proposed amendment is needed

In order to improve management of the parks and further enhance the experience of Tennessee State Parks' visitors, the State seeks to replace the current internet-based, fully integrated system for golf reservations, point-of-sale, and customer database management by switching subcontractors under the existing contract in place for these services.

Regarding the change in the golf reservation system, the existing solution requires on premise servers at each of the nine golf courses, causing an increase need for maintenance, and complicates the ability to upgrade software and functionality. Currently employees manage tee times for the park visitors, and reservations are taken both in person and over the

Agency request tracking #	32701-02884

phone. The tee sheets for the players are also tracked manually.

The new proposed subcontractor would be able to offer a cloud based solution that would rely on the existing Veraphone network for their credit card processing (PCI). The cloud based solution will be implemented without connectivity to the Veraphone network, unless development by the vendor for connectivity through an API or redirect process through the state's merchant service provider is reviewed and approved by the state (STS). This new system might require visitors to establish new accounts, and data migration might be necessary, but historical data would be archived appropriately by the vendor and accessible to TDEC as required. The migration from data currently housed on premise to a cloud solution would allow us to sunset the existing servers housed at each of the golf resorts. Not only would this lead to more efficient data collection for state parks management and marketing, but it would offer a better customer experience through online reservation, seeing traffic patterns, and the ability to make modifications.

Regarding the change in the restaurant point of sale services, the addition of the new proposed subcontractor Aloha will add automation functionalities and internal efficiencies to the seven State Park restaurants through a point of sale and payment system. This point of sale system will automate the sales and payment processing through the Itinio POS system to the NCR Server with tokenization or other State approved PCI process, and then interface to FIS State payment processing This will lead to better overall customer service and internal efficiencies, as well as enhance business financial reporting, audit logging, and reporting for sales and financial reconciliation.

14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.

The change in the Scope was an additional section recommended by STS to require the use of the State's Payment Provider, FIS. This requirement by the State is based on the standard contract language in place as of April 17, 2019, and with FIS statewide contracted to provide all merchant services processing. Since these changes took place after the original contract was in place, it is now necessary to include this additional language.

Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)

David W. Salyers, P.E., Commissioner

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
32701-02884		54294	1

Contractor Legal Entity Name	Edison Vendor ID
Rev'd Up, Inc.	0000154763

Amendment Purpose & Effect(s)

Amending Payment Methodology for new Golf Software and Restaurant Software Subcontractors

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** May 31, 2022

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 0.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018				1,650,000.00	1,650,000.00
2019				1,650,000.00	1,650,000.00
2020				1,650,000.00	1,650,000.00
2021				1,650,000.00	1,650,000.00
2022				1,650,000.00	1,650,000.00
2023				1,650,000.00	1,650,000.00
2024				1,650,000.00	1,650,000.00
2025				1,650,000.00	1,650,000.00
2026				1,650,000.00	1,650,000.00
2027				1,650,000.00	1,650,000.00
TOTAL:				**16,500,000.00**	**16,500,000.00**

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE

Speed Chart (optional)	Account Code (optional)
EN00000001	70803000

327.12

AMENDMENT 1
OF CONTRACT 54294

This Amendment is made and entered by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the “State” and Rev’d Up, Inc., hereinafter referred to as the “Contractor.” For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section A.6. is deleted in its entirety and replaced with the following:

A.6. The Reservation System must provide a level of security that will minimize the loss or unauthorized alteration of records and any unauthorized system usage. All users will have a unique system login and password. The Reservation System will facilitate validating Customers and/or groups and their security permissions to the menu level. Security will also include complete compliance with the Payment Card Industry Data Security Standard (“PCI DSS”).

Compliance with the current version of the Payment Card Industry Data Security Standard (PCI DSS and PA-DSS) is mandatory. All systems processing PCI are required to support tokenization. Proof must be through an annual audit by a Qualified Security Assessor (a designation received from the Payment Card Industry Security Standards https://www.pcisecuritystandards.org/security_standards). See Attachment 3.

The Contractor shall provide the State with the PCI DSS (of its successor) Compliance Letter and annual Report on Compliance (“ROC”), as set forth in Attachment 3, as applicable. The Contractor shall also provide the State with copies of quarterly network scans performed by an Approved Scan Vendor (“ASV”). The Contractor shall provide the State this documentation with thirty (30) calendar days of its receipt from the card associations or vendor.

With regard to all activities related to payment processing, the Contractor shall report any suspected or confirmed security/privacy breach of the payment processing applications or related database to the State Portal Manager and State Information Security Officer. The Contractor shall isolate all electronic records and supporting evidence of a suspected or confirmed security/privacy breach of payment transactions or related databases. The Contractor will cooperate with and assist the State in any subsequent investigation.

Exposure risks, such as update, delete, or alteration must be controlled. There must be Park-dependent security level for State designated “Park Managers” needing to add or remove inventory for which they are responsible. Wherever change authorities are allowed, an audit trail must be produces. The Contractor shall identify risk to the database and design minimal risk strategies and safeguards to protect each Reservation System component. Proxy/firewall protections must be employed so that the Internet business connection is appropriately restricted. Any change or upgrades to the Reservation System must include a documented risk analysis. The Contractor shall devise and use a daily Data backup as part of scheduled preventive maintenance. The Reservation System will provide the capability to query historical Data.

2. Contract section A.23. is deleted in its entirety and replaced with the following:

A.23. The Contractor is certified (i.e., has previously interfaced) with or shall become certified (i.e., establish an interface) with the State’s Merchant Services Provider. If the Contractor is not certified, certification shall be completed with sixty (60) calendar days from the Contract begin date or as otherwise agreed to in writing by the Contractor and the State. If during the term of this Contract the State’s contract with the current Merchant Services Provider is terminated, the Contractor shall become certified to process electronic commerce transactions with a subsequent different State’s Merchant

Services Provider within sixty (60) calendar days after notification by the State of the change in contractors.

3. Contract section A.25. Deposit Creation. is deleted in its entirety and replaced with the following:

A.25. Deposit Creation. The Reservation System shall provide the capability to interface the deposit information for daily transactions with the State's central accounting system. It shall provide the ability to group deposits by Park and deposit type (cash, check 21, credit card). The transactions from the golf course, restaurant and gift shop within a single Park should all be combined into one deposit for each type of deposit. The accounting for each section (golf course, restaurant, etc.) will still have separate accounting lines, but all transactions would be combined into one deposit at the end of the day.

4. Contract section A.27. Security. is deleted in its entirety and replaced with the following:

A.27. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

(1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies

(3) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

(4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. “Processing Environment” shall mean the combination of software and hardware on which the Application runs. “Application” shall mean the computer code that supports and accomplishes the State’s requirements as set forth in this Contract. “Penetration Tests” shall be in the form of attacks on the Contractor’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data. The “Vulnerability Assessment” shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

(5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.

(6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State’s Enterprise Information Security Policies as amended periodically. The State’s Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

(2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its

Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

9. Contract section C.3. Payment Methodology is deleted in its entirety and replaced with the following:

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	**Amount** (per compensable increment)
Campsite Reservation Services	$ 1.50 per Night Occupied
Cabin / Villa Reservation Services	$ 1.50 per Night Occupied
Inn / Lodge Reservation Services	$ 4.50 per Night Occupied
Shelter (and Other Day-Use Facility) Reservation Services	$ 1.50 per Reservation
Group Camp / Group Lodge (and Other Overnight Facility) Reservation Services	$ 1.50 per Night Occupied
Golf Course Management Services	$ 0.30 per Round Played
Marina Management Services	$ 3.00 per Month per Slip Occupied
Tour Ticketing and Event Registration Fee (Fee-Based Only)	$ 0.00 per Registration

POS Retail Sales	0 %
Programming Hours Fees	$ 0.00 per Hour

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective August 1, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

REV'D UP, INC.:

SIGNATURE **DATE**

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER **DATE**

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Ian Jakul	*Contact Phone:	615-532-0339
*Presenter's name(s):	Mallorie Kerby		
Edison Contract Number: *(if applicable)*	54294	RFS Number: *(if applicable)*	32701-02884
*Original or Proposed Contract Begin Date:	06/01/2017	*Current or Proposed End Date:	05/31/2022
Current Request Amendment Number: *(if applicable)*	1		
Proposed Amendment Effective Date: *(if applicable)*	August 01, 2019		
*Department Submitting:	Environment and Conservation		
*Division:	Tennessee State Parks		
*Date Submitted:	May 24, 2019		
*Submitted Within Sixty (60) days:	Yes		
If not, explain:			
*Contract Vendor Name:	Rev'd Up, Inc.		
*Current or Proposed Maximum Liability:	$ 16,500,000.00		
*Estimated Total Spend for Commodities:			

*Current or Proposed Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2018	FY: 2019	FY: 2020	FY: 2021	FY: 2022	FY: 2023
$ 1,650,000	$ 1,650,000	$ 1,650,000	$ 1,650,000	$ 1,650,000	$ 1,650,000
FY: 2024	FY: 2025	FY: 2026	FY: 2027		
$ 1,650,000	$ 1,650,000	$ 1,650,000	$ 1,650,000		

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from Edison)

FY: 2018	FY: 2019	FY: 2020	FY: 2021	FY: 2022	FY: 2023
$ 855,596	$ 730,978	$ 0	$ 0	$ 0	$ 0
FY: 2024	FY: 2025	FY: 2026	FY: 2027		
$ 0	$ 0	$ 0	$ 0		

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	The contract allocation included contingency funds for possible modifications and system enhancement, which have not been needed to this date. Expenditures have been reduced due to closures and renovations at several parks

Supplemental Documentation Required for Fiscal Review Committee

	because compensation is based on transactions. It is estimated that expenditures will increase as use of the parks increases. The remaining unused funds are expected to be used during the amended contract period.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:		Federal:	
Interdepartmental:		*Other*:	$ 16,500,000.00
If "*other*" please define:		The payments towards this contract are directly tied to resort park revenue operations, and are held in reserve.	
If "*interdepartmental*" please define:			
Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)		
No previous amendments			
Method of Original Award: (*if applicable*)	The original award was by RFP.		
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?	$16,500,000 Compensation to the contractor is based on a cost per transaction for reservations made through the system. The original maximum liability was based on an estimate of the number of transactions to be completed.		
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.	In order to meet the required contract scope of services, the contractor has reviewed the potential subcontractors capable of providing golf software and has requested change to foreUp golf software.		

Supplemental Documentation Required for Fiscal Review Committee

Tennessee State Parks - Restaurants

Location	Firewall / Security Activation	Firewall	NCR Insight Activation Fee	NCR Insight	PeachWorks Setup	PeachWorks	HMS Room Poster	EMV / Tokenization*
Cumberland Mountain	548.75	84.51	274.38	104.26	250.00	135.00	0.00	2,500.00
David Crockett	548.75	84.51	274.38	104.26	250.00	135.00	0.00	2,500.00
Henry Horton	548.75	84.51	274.38	104.26	250.00	135.00	150.00	2,500.00
Montgomery Bell	548.75	84.51	274.38	104.26	250.00	135.00	150.00	2,500.00
Natchez Trace	548.75	84.51	274.38	104.26	250.00	135.00	150.00	2,500.00
Paris Landing	548.75	84.51	274.38	104.26	250.00	135.00	0.00	2,500.00
Pickwick Landing	548.75	84.51	274.38	104.26	250.00	135.00	150.00	2,500.00
TOTALS	**3,841.25**	**591.57**	**1,920.66**	**729.82**	**1,750.00**	**945.00**	**600.00**	**17,500.00**

One-Time Cost Total	25,011.91
Monthly Recurring Total	2,866.39

*Estimated average (1 EMV per terminal)

STS Pre-Approval Endorsement Request
E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Ian Jakul
E-mail : ian.jakul@tn.gov

DATE : April 17, 2019 Received by STS on Tuesday, April 23, 2019
Final draft received by STS on May 8, 2019 3:06:00 PM

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # **32701-02884**

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

☐ Applicable
☒ Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

☐ Applicable
☒ Not Applicable

STS Endorsement Signature & Date:

Stephanie Dedmon, CIO (WMH) Digitally signed by Stephanie Dedmon, CIO (WMH) Date: 2019.05.10 16:15:14 -05'00'

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate STS endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Applicable RFS #	**32701-02884**
Contracting Agency	**Department of Environment and Conservation**
Agency Contact (name, phone, e-mail)	**Ian Jakul, 615-532-0339, ian.jakul@tn.gov**

Attachments Supporting Request (mark all applicable)

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.

- ☐ Solicitation Document
- ☐ Special Contract Request
- ☒ Amendment Request
- ☒ Proposed Contract/Grant or Amendment
- ☒ Original Contract/Grant and Previous Amendments (if any)

Information Systems Plan (ISP) Project Applicability

To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required): Pat Moore, 615-532-0168, pat.moore@tn.gov

- ☒ Applicable – Approved ISP Project# 1002097
- ☐ Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

In order to improve management of Tennessee State Parks and further enhance the experience of Tennessee State Parks' visitors, the State seeks to replace the current internet based, fully integrated system for golf reservations, point of sale, and customer database management by switching subcontractors under the existing contract in place for these services. While this will not involve any changes in the original Scope of Services, there will be additional costs associated with this change, along with an adjustment to the payment methodology. This current original contract 54294, issued to Rev'd Up, Inc. was procured via RFP 32701-02884.

Regarding the change in the golf reservation system, the existing solution requires on premise servers at each of the nine golf courses, causing an increased need for maintenance, and complicates the ability to upgrade software and functionality. Currently employees manage tee times for the park visitors, and reservations are taken both in person and over the phone. The tee sheets for the players are also tracked manually.

The new proposed subcontractor would be able to offer a cloud based solution that would rely on the existing Veraphone network for their credit card processing (PCI). The cloud based solution will be implemented without connectivity to the Veraphone network, unless development by the vendor for connectivity through an API or redirect process through the state's merchant service provider is reviewed and approved by the State (STS). This

Applicable RFS # 32701-02884
upgrade in the system might require visitors to establish new accounts, and data migration could also be necessary, but historical data would be archived appropriately. This migration from data housed on premise to a cloud solution would allow the State to sunset the existing servers housed at each of the golf resorts. Not only would this lead to more efficient data collection for Tennessee State Parks management and marketing, but it would offer a better customer experience through online reservation, seeing traffic patterns, and the ability to make modifications. The STS Preliminary Project Request Work ID associated with this is 1008415. Regarding the change in the restaurant point of sale services, the addition of the new proposed subcontractor Aloha will add automation functionalities and internal efficiencies to the seven State Park restaurants through a point of sale and payment system. This point of sale system will automate the sales and payment processing through the Itinio POS system to the NCR Server with tokenization or other State approved PCI process, and then interface to FIS State payment processing. This will lead to better overall customer service and internal efficiencies, as well as enhance business financial reporting, audit logging, and reporting for sales and financial reconciliation. The STS Project Request Work ID associated with this is 1007821.

PRELIMINARY PROJECT REQUEST

Agency:	Environment and Conservation (TDEC)	**Executive Sponsor:**	Anne Marshall
Division:	State Parks	**Business Sponsor:**	Mike Robertson
Section:	State Parks Operations	**Technical Sponsor:**	Pat Moore
Project Name:	TDEC/TSP – Golf Reservations (ForeUp!)	**Plan Year:**	FY2019-20
Work ID:	1008415	**Priority:**	Medium
Agency Project #:		**Project Length:**	Less than 6 months

Project Description

Discuss why this project is needed:

Their existing solution (Fore) requires on premise servers at each of our golf resorts. This increases our need for maintenance, and complicates our ability to upgrade software and functionality.

Discuss business processes covered by the project:

Employees manage tee times for park visitors. Reservations are taken both in person and over the phone. Employees notify visitors with a phone call, when necessary. Employees track tee sheets for players manually.

Discuss the proposed solution:

The proposed solution is a cloud based offering called ForeUp!. This solution relies on our existing Veraphone network for credit card processing (PCI).

Parks is evaluating if a data migration is necessary. They may ask visitors to establish a new account. Historical data would be archived appropriately, depending the nature of the data collected.

What are the main objectives of this project?

Migrate from on premise to a cloud solution. Sunset the existing servers, one at each golf resort.

Discuss the project success criteria:

New software is up and accessible for all golf resorts.
Existing servers are sunset, and delivered back to central office for reuse or disposal.

Discuss the top three project risks:

The vendors recommends a 3MB data connection. Several of our parks have only a 1MB connection. We have tested the software from these locations, and found no performance issues at the lower bandwidth.

Discuss the benefits of the project:

Better customer experience. Customers will be able to make reservations online, see traffic patterns, and make modifications.

More efficient data collection for state parks management, and marketing.

Describe agency or enterprise technology the state should consider for research or adoption for this project:

Existing solution uses dedicated servers at each golf resort. These will be decommissioned and returned to central office.

Our golf resorts have internet connectivity, ranging from 768k to 1.5Mb of bandwidth.

Our golf resorts may need additional workstation to closet network cabling.

Project type:	Application Purchase	**Does this project result from a mandate?**	No
Development Method:	N/A	**Is this a strategic (business) initiative?**	No
Is this a mobile application?	No	**Is this an infrastructure project?**	No
Will this project utilize electronic signatures?	No	**Will this project utilize digital signatures?**	No
Agency strategic objective(s):			
Level of alignment to agency business strategy:	Tightly Aligned		
Describe the business drivers and how this project aligns with the agency's business strategy:	Tightly aligned to strategic goals.		
Agency technology objective(s):	FY2019 Enterprise Technology Strategy		
Level of alignment to agency technology strategy:	Tightly Aligned		

Describe how this project aligns with the agency's technology strategy:	Tightly aligned to strategic technology goals.		
Will this application use or store confidential or sensitive data?	Yes	**Could the unintended release of data negatively impact TN Government's reputation or financial position?**	Yes
Will the proposed system be required to meet any statutory, regulatory, or privacy compliance requirements, such as: PCI, FERPA, HIPAA, FTI, or disaster recovery?	No	**Will the proposed system be required to run in a certified environment, such as: FIPS, ISO, Pub 1075, or PCI?**	No
Will project result in 3rd party vendor hosting?	Yes	**Will this project result in cloud hosting?**	Yes
Will project result in State Data Center hosting?	No	**Will the proposed system help to ensure health/human safety, financial stability, or regulatory/statutory compliance?**	No
Recovery Point Objective:	Unknown	**Recovery Time Objective:**	Unknown

Provide additional project comments:

Recovery Point and Time are dependent on the vendor. The business can revert to a phone call, and paper process if necessary.

We have not determined which hosting company ForeUp! will use for this solution.

Provide funding clarification:

State Park has a budget set aside for the vendor expenses.

All vendor expenses will use the existing Itinio contract.

Do you intend to begin work within 60 days following submission of this Preliminary Project Request?

Yes

PPR Disposition(s) for this Work ID:

April 10, 2019. The project is recommended for Project Request submission. The Solution Review Board has asked Donna Odom, STS Business Domain Director, to coordinate conversations with Peter Gallinari, Enterprise Security Officer, and Todd Scot, STS Manager of the Solutions Architecture Team, to ensure that the application details are documented in the SaaS design package. Additionally, Robyn Mace, STS Data Privacy Officer, will reach out to you regarding the PII data.

PR Disposition(s) for this Work ID:

Project Financial Summary

Working Budget By Fiscal Year:

	Implementation			Operations and Maintenance		
FY	Total	New	Existing	Total	New	Existing
Total						

Working Budget By Cost Category:

	Implementation			Operations and Maintenance		
Category	Total	New	Existing	Total	New	Existing
Personnel						
Hardware						
Software						
Contracted Services						
Training						
Other						
Contingency						
STS Enterprise Personnel						
STS Business Domain Shared Personnel						
STS Business Domain Dedicated Personnel						
STS Non-Personnel						
STS Total						
Total						

Fiscal Year Funding By Detail Source:

	Total
SDF-A	
SDF-H	
ERF	
State-Cost Increase NR	
State-Cost Increase Recurring	
State Base	
Current Services Revenue - New	
Current Services Revenue - Existing	
Fed-Cost Increase NR	
Fed-Cost Increase Recurring	
Federal Base	
Other - New	
Other - Existing	
Total	
Funding Over (Under)	

Hard Dollar Savings By Category:

	Existing Application System Elimination						
	Vendor/ Contracted	Software/ Software Maintenance	STS	Personnel	Other Application System Support	Other	Totals
Decreased Costs Recurring							
Decreased Costs NR							
Increased Agency Revenue Recurring	$0.00	$0.00	$0.00	$0.00	$0.00		
Increased Agency Revenue NR	$0.00	$0.00	$0.00	$0.00	$0.00		

PRELIMINARY PROJECT REQUEST

Agency:	Environment and Conservation (TDEC)	**Executive Sponsor:**	Brock Hill
Division:	State Parks	**Business Sponsor:**	Mike Robertson
Section:	Recreation Services	**Technical Sponsor:**	Pat Moore
Project Name:	TDEC/TSP FY2019 - POS Park Restaurants	**Plan Year:**	FY2018-19
Work ID:	1007821	**Priority:**	Urgent
Agency Project #:		**Project Length:**	Less than 6 months

Project Description

Discuss why this project is needed:

To provide a Point of Sale and payment system for State Park Restaurants by Installing the NCR Aloha POS system at 7 State Parks.

Discuss business processes covered by the project:

Point of Sale and payment related activities will automate sales and payment processes.

Discuss the proposed solution:

Utilize the existing contract with Itinio who is the current vendor for HMS Reservation Hospitality system in use at State Parks. This system is only for facility reservations and hospitality functionality such as cabins, tent sites, etc. State Parks is to expand Itinio contract for the use of the Point of Sale offering for State Park restaurants.

What are the main objectives of this project?

Automate the Sales and Payment processing through Itinio POS system to the NCR Server and then interface to FIS State payment processing. TDEC IT is inquiring on the details of this interface and process, which is believed to be functional today with the HMS Reservation Hospitality system.

Discuss the project success criteria:

Installation of 7 State Parks beginning in October 2018 and ending December 2018.

Obtain approval of payment process.

Discuss the top three project risks:

Installation date being met

Obtaining approval of security firewall methodology to be utilized for payment uploads to NCR for transfer to FIS, backup of the systems and support provisions for the vendor.

Discuss the benefits of the project:

Customer Service and internal efficiencies

Business financial reporting

Audit logging and reporting for sales and financial reconciliation

Describe agency or enterprise technology the state should consider for research or adoption for this project:

Support responsibility by the Vendor

Payment services interface to FIS

Security configurations for Firewall to support vendor

Project type:	Application Purchase	**Does this project result from a mandate?**	No
Development Method:	N/A	**Is this a strategic (business) initiative?**	Yes
Is this a mobile application?	No	**Is this an infrastructure project?**	No
Will this project utilize electronic signatures?	No	**Will this project utilize digital signatures?**	No
Agency strategic objective(s):	FY2019 Efficient and Effective TDEC		
Level of alignment to agency business strategy:	Tightly Aligned		

Describe the business drivers and how this project aligns with the agency's business strategy:	Improved efficiencies in internal processes and customer service		
Agency technology objective(s):			
Level of alignment to agency technology strategy:	Loosely/Vaguely Aligned		
Describe how this project aligns with the agency's technology strategy:	Customer Service		
Will this application use or store confidential or sensitive data?	Yes	**Could the unintended release of data negatively impact TN Government's reputation or financial position?**	Yes
Will the proposed system be required to meet any statutory, regulatory, or privacy compliance requirements, such as: PCI, FERPA, HIPAA, FTI, or disaster recovery?	Yes	**Will the proposed system be required to run in a certified environment, such as: FIPS, ISO, Pub 1075, or PCI?**	Yes
Will project result in 3rd party vendor hosting?	Yes	**Will this project result in cloud hosting?**	Yes
Will project result in State Data Center hosting?	No	**Will the proposed system help to ensure health/human safety, financial stability, or regulatory/statutory compliance?**	No
Recovery Point Objective:	1-4 hours	**Recovery Time Objective:**	1-4 hours

Provide additional project comments:

PCI information related to sales.
Vendor responsible for hosting and support for on premise workstation functioning as a server, POS terminals and Disaster Recovery. State responsible for port access to local switch for internet connectivity. If the internet fails, the local hardware will store the PCI information until internet is recovered, then will transmit. Local POS can function as the on premise server until services restored.

Provide funding clarification:

Unknown

Do you intend to begin work within 60 days following submission of this Preliminary Project Request?

Yes

PPR Disposition(s) for this Work ID:

October 3, 2018. Recommended for Project Request submission. We understand that the functionality envisioned may be available through an existing vendor contract for the current HMS Reservation Hospitality system, and that a vendor demonstration of the functionality is scheduled. As you move forward to complete the Project Request (PR) and Financial Plan for SRB review, include details of the outcome of the vendor demo in the PR.

PR Disposition(s) for this Work ID:

November 7, 2018. Strategic Technology Solutions (STS) recognizes that the vendor the department has chosen for this effort places the responsibility on the customer to be Payment Card Industry Data Security Standard (PCI DSS) compliant. Additionally, STS also recognizes that the products purchased are not PCI DSS compliant. As we have previously agreed, this project is approved to proceed with the following stipulations:

1. Phase 1 – This will reduce but not eliminate identified risks:
• Obtain off-network Internet Service Providers (ISPs) for each location and operate the system behind the Aloha provided firewall.
• Secure the controllers/servers in locked locations and ensure that physical and logical access controls are applied and validated by the STS security team.
• Ensure Aloha patches and maintains the controllers/servers.

2. Phase 2 – This will provide a secure environment for Aloha to run at the state parks:
Within four to six months, STS recommends that the vendor collaborate with the STS Security team to migrate to a process that is tokenization capable with a payment gateway that can provide tokenization services (Tennessee's credit card processing vendor) of the customer credit card information.

3. The Department will work with Curtis Clan, Chief Information Security Officer, and his team, as well as Vincent Walker, STS Director, Network Services, to implement the solution.
Please note that SRB project approval is granted with the provision of funding availability.

Project Financial Summary

Working Budget By Fiscal Year:

	Implementation			Operations and Maintenance		
FY	Total	New	Existing	Total	New	Existing
2019	**$85,000.00**	$85,000.00	$0.00	**$0.00**	$0.00	$0.00
Total	**$85,000.00**	**$85,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Working Budget By Cost Category:

	Implementation			Operations and Maintenance		
Category	Total	New	Existing	Total	New	Existing
Personnel	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00
Hardware	**$85,000.00**	$85,000.00	$0.00	**$0.00**	$0.00	$0.00
Software	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00
Contracted Services	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00
Training	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00
Other	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00
Contingency	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00
STS Enterprise Personnel	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00
STS Business Domain Shared Personnel	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00
STS Business Domain Dedicated Personnel	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00
STS Non-Personnel	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00
STS Total	**$0.00**	$0.00	$0.00	**$0.00**	$0.00	$0.00
Total	**$85,000.00**	**$85,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Fiscal Year Funding By Detail Source:

	2019	Total
SDF-A	$0.00	**$0.00**
SDF-H	$0.00	**$0.00**
ERF	$0.00	**$0.00**
State-Cost Increase NR	$0.00	**$0.00**
State-Cost Increase Recurring	$0.00	**$0.00**
State Base	$85,000.00	**$85,000.00**
Current Services Revenue - New	$0.00	**$0.00**
Current Services Revenue - Existing	$0.00	**$0.00**
Fed-Cost Increase NR	$0.00	**$0.00**
Fed-Cost Increase Recurring	$0.00	**$0.00**
Federal Base	$0.00	**$0.00**
Other - New	$0.00	**$0.00**
Other - Existing	$0.00	**$0.00**
Total	**$85,000.00**	**$85,000.00**
Funding Over (Under)	$0.00	**$0.00**

Hard Dollar Savings By Category:

	Existing Application System Elimination						
	Vendor/ Contracted	Software/ Software Maintenance	STS	Personnel	Other Application System Support	Other	Totals
Decreased Costs Recurring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Decreased Costs NR	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Increased Agency Revenue Recurring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Increased Agency Revenue NR	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**

CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking #	Edison Record ID
6/1/2017	5/31/2022	32701-02884	54294

Contractor Legal Entity Name	Edison Vendor ID
Rev'd Up, Inc	154763

Goods or Services Caption (one line only)

Parks Reservation System for Hospitality Services

Contractor	CFDA #
☒ Contractor	

Funding — FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018				1,650,000.00	1,650,000.00
2019				1,650,000.00	1,650,000.00
2020				1,650,000.00	1,650,000.00
2021				1,650,000.00	1,650,000.00
2022				1,650,000.00	1,650,000.00
2023				1,650,000.00	1,650,000.00
2024				1,650,000.00	1,650,000.00
2025				1,650,000.00	1,650,000.00
2026				1,650,000.00	1,650,000.00
2027				1,650,000.00	1,650,000.00
TOTAL:				**16,500,000.00**	**16,500,000.00**

Contractor Ownership Characteristics:

- ☐ Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American
- ☐ Woman Business Enterprise (WBE)
- ☐ Tennessee Service Disabled Veteran Enterprise (SDVBE)
- ☐ Tennessee Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.
- ☐ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☒ Competitive Selection	RFP # 32701-02884
☐ Other	

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Speed Chart (optional)	Account Code (optional)
EN00000001	70803000

327.12

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
REV'D UP INC.

This Contract, by and between the State of Tennessee, Department of Environment and Conservation ("State") and Rev'd Up Inc.("Contractor"), is for the provision of Parks Reservation System for Hospitality Services ("Reservation System"), as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation
Contractor Place of Incorporation or Organization: Arizona
Contractor Edison Registration ID # 0000154763

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below ("Deliverables") and shall meet all service and delivery timelines as specified by this Contract. The Reservation System shall be fully functional by October 1, 2017 ("Go Live Date").

A.2. Contractor Responsibilities. The Contractor shall provide all Deliverables including software, network connectivity, process re-design, and integration services required for the Reservation System to be fully operational. All Reservation System components will be fully functional including servers, user workstations, communications, operating systems, protocols, applications, file formats, and any graphical user interfaces ("GUI"). The State will supply the basic personal computer ("PC") interface (including computer, monitor, and keyboard), wide area network ("WAN") connectivity and maintenance at each Park office. The Contractor will supply all web, application, and centralized database ("Centralized Database") servers.All the equipment, software, databases and any other Deliverables under the Contract shall be completely integrated with each other to allow for responsible State representatives to observe the Customer record for any visitor ("Customer") and inform the Customer as to the status of their lodging (inn/campground/cabins/villas), marina, or golf reservation, regardless of the State representative's current role. All Deliverables will be the property of the State during and at conclusion of the Contract. The State will supply equipment and software requirements for any future locations added to the Reservation System with input from the Contractor.

A.3. Test System. The Contractor shall provide the State access to a test system ("Test System"). The Test System shall be configured as the Reservation System will be with all State reference Data (facilities, fees, etc.) and a representative sample of converted Data. The Test System may have less processing power and storage than planned for production use. Where possible, interfaces to third-party systems shall be to those third-party systems' test systems or shall be simulated.

A.4. The Contractor shall provide a Centralized Database management system ("Database Management System"), including system requirements and as set forth in Attachment 2, using the reservations Data originated by State Park locations designated by the State at the Effective Date ("Parks") and will be publically available over the Internet for access by the State and the general public. Parks must have the capability of adding new registrations, provided that sites are available, for people arriving at a Park without prior reservations. All information about these new registrations must be immediately inserted ito the database. At a minimum, the logical database design will incorporate Park inventory, including campsite maps, ADA-accessible site designations, cabins and villas, all reservations Data originating from web-based reservations and on-site Park registrations. All reservations activity (on-site or web-based) will be Park specific. The database and reservation/registration applications will support the tracking of designated ADA-accessible sites for accommodating reservations and Park registrations by the disabled. A public accommodations facility inventory including camping area maps will be prepared by the State and provided to the Contractor.

A.5. The Contractor will produce and license to the State, without additional charge, during the Term, a real-time, Internet and mobile (iOS and Android) centralized reservations application ("Application") for use by Park staff and the general public via the Internet. Other than license rights granted to the State under this Contract, the Application will be the property of the Contractor. The Application will automate the capture of information during Customer transactions, including reservations, reservation modifications, and reservations cancellations. The Application shall handle relevant monetary transactions conducted at Parks and from the general public's usage of the Reservation System. Park-based users may use the Application for processing of all Park registration information (e.g. visitor registrations) and reservations. The Contractor will provide the most current installed and supported Application version and/or upgrades available at the time of the Reservation System Go Live Date. The format of the Application is subject to approval by the State. The Application shall not include advertising or links to other web pages, unless it is required to provide the required services defined in this Contract, and is authorized by the State. The Application shall provide real-time, self-service access to making, changing and canceling Park reservations seven (7) days per week by twenty-four (24)hours access, and allow payment by credit card with real time verification.

A.6. The Reservation System must provide a level of security that will minimize the loss or unauthorized alteration of records and any unauthorized system usage. All users will have a unique system login and password. The Reservation System will facilitate validating Customers and/or groups and their security permissions to the menu level. Security will also include complete compliance with the Payment Card Industry Data Security Standard ("PCI DSS").

Payment Card Industry Data Security Standard (PCI DSS) v3 and PCI _PA-DSS v3) compliance is mandatory. Proof must be through an annual audit by a Qualified Security Assessor (a designation received from the Payment Card Industry Security Standards (https://www.pcisecuritystandards.org/security standards). See Attachment 3.

The Contractor shall provide the State with the PCI DSS (or its successor) Compliance Letter and annual Report on Compliance ("ROC"), as set forth in attachment 3, as applicable. The Contractor shall also provide the State with copies of quarterly network scans performed by an Approved Scan Vendor ("ASV"). The Contractor shall provide the State this documentation within thirty (30) calendar days of its receipt from the card associations or vendor.

With regard to all activities related to payment processing, the Contractor shall report any suspected or confirmed security/privacy breach of the payment processing applications or related database to the State Portal Manager and State Information Security Officer. The Contractor shall isolate all electronic records and supporting evidence of a suspected or confirmed security/privacy breach of payment transactions or related databases. The Contractor will cooperate with and assist the State in any subsequent investigation.

Exposure risks, such as update, delete, or alteration must be controlled. There must be Park-dependent security level for State desigated "Park Managers" needing to add or remove inventory for which they are responsible. Wherever change authorities are allowed, an audit trail must be produced. The Contractor shall identify risk to the database and design minimal risk strategies and safeguards to protect each Reservation System component. Proxy/firewall protections must be employed so that the Internet business connection is appropriately restricted. Any change or upgrades to the Reservation System must include a documented risk analysis. The Contractor shall devise and use a daily Data backup as part of scheduled preventive maintenance. The Reservationt System will provide the capability to query historical Data.

A.7. The Reservation System must provide for Data access and exchange between the Centralized Database and State administration and State Parks reservation/registration subsystems. Reservation System functionality must address communications needs in a manner that does not compromise staff time or Reservation System performance and stability. The State Parks will register visitors and make future reservations on-site for available accommodations and the Data generated must be used to update the Centralized Database in real-time. Temporary Centralized Database access interruptions must not prevent Parks from capturing registration/reservation information for later processing. For State administration, the Reservatiuon System must allow interaction with the entire Centralized Database including management and financial information for purposes of Contract performance and financial auditing by the State.

A.8. The Reservation System must be adaptable to both planned and unexpected changes in site inventory availability, Park system additions and removals, and special promotions as implemented by the State. In addition, the Reservation System must be flexible enough to accommodate multiple pricing categories due to seasonal pricing, discounts, and promotions. The Reservation System must be adaptable to future growth of reservable inventory and the potential for inclusion of Park-based tours, special events, meeting facilities, community buildings, picnic shelters, and concession offerings as part of the reservable product available to users. The State will determine the number of campsites, villas, and cabins that may be reserved at each Park. The Reservation System must allow the State to change the number of campsites, inn rooms,villas, marinas/slips, cabins, golf courses, day-use facilities and other facilities available for reservation.

A.9. As reasonably designated by the State, the Contractor shall provide on-site support services during the implementation of the Reservation System. Personnel provided by the Contractor must be knowledgeable of the products(s) provided and be capable of assisting the State with execution and successful completion of components installation, configuration, and fine-tuning in each Park. Personnel provided by the Contractor must provide the State with programming and design services sufficient to implement any modifications, interfaces development, fine-tuning of the hardware and software configurations in the Reservation System and provide any performance monitoring tools necessary for continued successful Reservation System operation.

A.10. State personnel will accept reservations by telephone and walk in and enter the reservation data into the Reservation System. Customers may also make reservations over the Internet or via the Application. The Reservation System will be responsible for processing all monetary transactions for reservations obtained by using the Reservation System ("Transaction Revenue"). Transaction Revenue includes accommodation charges, reservation fees ("Reservation Fees") and any applicable Tennessee state and local sales and usage taxes. The Reservation System shall also process cancellations, changes, refunds, and confirmations.

The Reservations Fee will be that part of the total Transaction Revenue that is applicable to the services provided by the Reservation System.

The Reservation System will interface with the State designated merchant services provider(s) for all credit card transactions and must be PCI compliant. The Reservation System must accept Visa, Mastercard, Discover Card, American Express credit cards, and bank credit cards backed by any of these cards. Customers will also be allowed to make payment by certified or personal check (at Park locations only), money order (at Park locations only), gift cards, and any promotional coupons issued by the State. Only credit card types approved by the State will be used for transactions. All credit card transactions will be securely processed through the Reservation System and all will undergo on-line verification prior to reservation confirmation. Customers paying by credit card must be informed that their credit card account is being charged the applicable Reservation Fee at the time the reservation is made. Reservations made by credit card will be confirmed at the time the reservation is made. No costs associated with credit card sales, nor liability for any sales by the Contractor through fraudulent credit cards accepted by the Contractor, shall be borne by the State. The Contractor is responsible for notifying Customers for any credit card declines and mailing a non-confirmation letter to the customer. Transactions made by credit card must be refunded by credit card transaction when a refund is applicable.

All Transaction Revenue will be deposited daily to specified State accounts and shall belong to the State. The Contractor shall tender reconciliation reports and periodic invoicing for payment in accordance with Contract section C.5. Individual monetary transactions must be sufficiently traceable from beginning to end to satisfy State audit requirements. The State will require database access for running independent queries by qualified State personnel.

The Reservation Fees charged to the Customers shall be the same amounts as the payment rates to be paid by the State to the Contractor as enumerated in Contract section C.3.b. The Contractor shall not add any additional fees or charges to the amounts paid by Customers.

A.11. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and any other Deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.12. Training.

a. End User Training. The implementation of the ReservationSystem will call for the re-design of current work patterns in Parks. Training is crucial to the success of this project. The Contractor will be responsible for technical and end user training of State Park representatives located in Parks, and State staff located outside the Parks. Training may be a combination of onsite and online, as reasonably designated by the State. Onsite training will be at four (4) regional locations in Tennessee, with sites provided by the State. In the first year after the Effective Date, four (4) full-time training sessions will be held. State Park representatives must be trained in the operation of all Reservation System components before the Reservation System is in production. Training must be designed, prepared, and presented to address issues and topics relating to:

(1) "Train the Trainer" continuing education. Annual refresher training will be provided to all trainers.

(2) Training in the capabilities of different State representative roles, including Reservation System administrators, Park managers, or clerks.

(3) Help Desk protocols.

(4) A general overview of the proposed Reservation System, its functions, capabilities, limitations, components, physical layout.

(5) Usage, operation and preventative maintenance of Reservation System hardware, software and all communications components: logon/logoff, menus and applications processing, data input/output, storage and backup, priorities and user overrides.

(6) An overview of the design, usage and care of all software.

(7) Walk-through of common field-oriented processes (e.g. reservations processing and cancellations, walk-in registrations, site changes, early departure, extending stays).

(8) Report generation and distribution.

(9) Troubleshooting and problem resolution procedures, error messages, help features and inquiry functions.

b. Administrator Training. The Contractor shall provide initial training for qualified State personnel in those aspects of the Reservation System software that relate to query language and database maintenance. Participants must be able to create, modify, store, retrieve and print a simple query as well as standard reservation and accounting subsystem reports.

c. Operation Manuals. The Contractor shall provide written operation manuals ("Documentation") in an electronic format (and periodic supplements as changes are made) to be used by State employees and shall develop and prepare all training courses, material, and aids to a level and format the State deems appropriate to the following groups:

(1) End user, including Park staff, Park managers, State central office staff, and management.

(2) Hardware and software maintenance and support personnel.

(3) Data management and support personnel.

(4) Communications network and systems management personnel.

A.13. Help Desk. The Contractor shall provide State personnel a toll-free telephone number and Help Desk email address for support in answering questions from State personnel to troubleshoot and solve problems ("Help Desk"). The Help Desk shall resolve issues – not just log problem calls – and shall be staffed by knowledgeable personnel able to resolve Reservation System related issues, including, but not limited to, usage, data exchange and communications assistance, data queries, reservation problem resolution and financial/ management/audit reporting support. There is no limit to either the number of people or the number of calls that can be made to the Help Desk. The Contractor will keep a log of any and all calls made to the Help Desk and fully document the complaints and what actions were made to correct the problems. No additional or separate costs will be charged for the support of the Help Desk.

a. Hours and Staffing. The Help Desk must provide a twenty-four (24) hours per day, seven (7) days per week. At a minimum, the toll free telephone number Help Desk must be staffed at the Contractor's reservation center between the following daily hours, 7am – 8 pm Central Time. Call forwarding to pagers or auto-paging may be utilized during off-hours.

b. Response Time. The Contractor agrees to take actions as outlined in the following "Response Time" that will in all cases result in minimal disruption to State activities and those of our guests. Response Times are separated into two (2) categories, "Emergency" and "Non-emergency". The State will notify the Contractor with whom and in what manner communication is to be handled for each of the following cases, including via telephone, email, or alternative method. Contractor will also notify the State of who will be their point of contact for Emergency and Non-emergency Help Desk cases.

(1) Emergency – anything that prevents the reservation or registration of a camper/cabin/villa guest. For emergency situations the Contractor is required to provide a notification of status by a process to be agreed upon by the State and the Vendor, every two hours until the problem has been resolved.

(2) Non-emergency – anything in the system that does not function properly, but falls outside the definition of an emergency. For Non-emergency situations the Contractor is required to provide a notification of status by a process to be agreed upon by the State and the Contractor, every week until the problem has been resolved.

A.14. Reporting. The Contractor shall provide clear, secure, traceable and auditable revenue and reporting systems reports. The Reservation System will provide reports for Park staff either by screen, electronic file or printer, with format, appearance, contents and timing approved by the State. The Reservation System shall provide a daily reconciliation of all revenue accounts by program, by revenue center, and by Park. The Contractor must also assemble worksheet electronic files approved by the State which include data on reservations and/or registrations from all locations or sources of the Reservation System, and transmit these files to the State on a periodic basis as prescribed by the State. Any reports generated by the Contractor will be in a file format that can be emailed or otherwise distributed to State personnel as needed.

a. The State may request access to data included in the Contractor's reporting databases from time to time for additional reporting as required by the State. The Contractor will cooperate with these requests and ensure full access is given when requested.

b. The Contractor's reports shall identify revenue by source using at least twenty (20) numeric characters, park location using at least ten (10) alpha/numeric characters, the funds using at least five (5) alpha/numeric characters, and settlement date using MM/DD/YYYY.

c. The Reservation System shall provide monthly gross sales reporting and evaluation of all operational aspects, listing all complaints, observations and transaction audits, including voided transactions, shortages, overages, charges collected, refunds, cancellations, receipts and payment distributions to the State.

d. All financial details must be available to the State through detailed or consolidated reports. The Reservation System must retain monthly summary financial and attendance information on-line for a minimum of five (5) years. All financial information will remain the property of the State. It will not be used for any purpose without the written approval of the Commissioner of Tennessee Department of Environment and Conservation.

A.15. Data Conversion and Transition. The Contractor shall convert all Customer and reservation data for existing campsite, cabin and villa reservations that overlap or extend beyond the Reservation System Go Live Date from a variety of formats both hardcopy and electronic into the new Reservation System. The Contractor shall develop a data inventory report and have the State verify it before beginning data conversion. The report shall list the data source, its format, and the proposed conversion method. The Contractor shall provide samples of converted data for State verification. The State will report any data conversion errors found to the Contractor in writing. The Contractor shall correct all data conversion errors reported. The Contractor shall not be responsible for converting any historical data. Transition must include installation of necessary hardware, Park personnel training and data conversion from the existing reservation system. It is expected that the transition to the Reservation System will appear seamless to the general public. Some items and training can be completed after October 1, 2017, with the approval of the State. The Contractor must complete the transition effort with minimal disruptions to normal business functions during and after the transition time frame.

A.16. Customer Data. All Customer and State data and information will be the property of the State. Notwithstanding the foregoing, Contractor may collect certain information from individuals as part of a registration process. State may login to the Reservation System to access this information. Both Parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable PCI DSS; and (iii) Contractor's privacy policy as published on its website. State is solely responsible for the security of its login information, authorization credentials, and similar access information ("Login Information") and for the use or misuse of such Login Information. State agrees to only allow access to and use of the Reservation System to its authorized users. State acknowledges and agrees that Contractor may provide access to or use of the Reservation System to anyone utilizing State's Login Information or who is otherwise authorized by State to use or access the Reservation System on State's behalf. State is responsible for such users' compliance with the terms and conditions of this Contract. Contractor may suspend or terminate any such user's access to the Reservation System upon notice to State if Contractor reasonably determines that any such user has violated the terms and conditions of this Contract or is otherwise using the Reservation System for suspect purposes. State will immediately either notify Contractor in writing or disable such user's access if any previously authorized State user is no longer authorized to use the Login Information or otherwise use or access the Reservation System.

A.17. Confidentiality. Contractor shall assure confidentiality of all identity and other personal information of Customers. Customer information may not be used, sold, rented, transfered, distributed, or otherwise disclosed or made available for Contractor's own purposes or for the benefit of anyone other than Customer, in each case, excepting as set forth in Section A.16., without Customer's prior written consent. All other data or mailing requests must be approved by the State.

A.18. Correspondence. The Contractor shall send out all written correspondence notices to Customers within forty-eight (48) hours (excluding weekends and holidays) of the completion of the transaction, in compliance with United States Postal Servcie ("USPS") regulations, including Coding Accuracy Support System ("CASS"). All Customer correspondence must be CASS Certified using USPS CASS.

A.19. Financial Requirements.

a. The Reservation System must identify revenue by source using at least twenty (20) numeric characters, Park location using at least ten (10) alpha/numeric characters, the funds using at least five (5) alpha/numeric characters, and settlement date using MM/DD/YYYY.

b. Software must integrate credit card transactions with reservation and transaction data. More specifically, if a credit card processor declines a credit card transaction, the Reservation System must require the Customer to choose another credit card number before allowing completion of reservation.

c. Credit card number and expiration dates must be encrypted. No more than the last four (4) digits of the credit card number can be displayed on transaction receipts and the expiration date must also be masked.

All financial aspects must meet Generally Accepted Accounting Principles as determined by the Financial Accounting Standards Board, Governmental Accounting Standards Board, and American Institute of Certified Public Accountants.

A.20. All software upgrades, intermediate patches or programmed temporary fixes to the Reservation System, including the Application and/or local user applications will be continuously performed or made available as such upgrades, fixes or version revisions evolve. All such upgrades will be thoroughly tested before applying to the productions system, Centralized Database, or field applications. The cost of such upgrades or fixes shall be borne by the Contractor.

A.21. Performance Standards. Performance of the Centralized Database and communications infrastructure to/from Park offices shall include the following:

a. The Contractor may not intentionally shut down the Reservation System without prior approval of the State. This does not apply to failures or situations beyond the control of the Contractor's preventive maintenance.

b. The Contractor will notify the State in writing at least seventy-two (72) hours in advance when it is anticipated that central servers will be taken off-line for maintenance. For convenience, Contractor will provide the State the Contractor's schedule for when maintenance will generally occur, nightly preferred.

c. The Contractor will notify the State of potential and actual problems and failures, such as equipment failures, unexpected overloads, significant Customer or service complaints greater than thirty minutes' duration. Serious complaints or problems will be reported to the Parks involved and State Contract manager as soon as possible.

d. The Contractor will not purge any State data from the Reservation System without written approval of the State.

e. The Reservation System must allow changes in the number of reservable campsites, cabins, and villas by authorized State personnel. Such changes must be implemented within twenty-four (24) hours of State notification.

f. Any Centralized Database information changes in campsite status as a result of a reservation, a cancellation, or a change must be immediately available for inspection by the affected Park.

A.22. Financial reporting of sales and independent annual audit verification will be performed by a Certified Public Accountant. The Contractor shall provide easy to use report generation that follows generally accepted business and financial practices and that satisfies the State, Division of Fiscal Services, Finance and Internal Audit, and the State of Tennessee audit requirements.

a. The State, at its discretion, will audit all revenue collections or systems impacting revenue flow. The audit will reconcile all voided transactions, overages, refunds processed and Transaction Revenue collected to the amount of net proceeds deposited into State accounts.

b. The Contractor shall provide to the State an annual Fiscal Year (based on the State Fiscal Year) profit and loss statement of all Contractor operations pertaining to the Contract.

c. The Contractor shall provide to the State an annual audit of all its operations impacting revenue flow to the State.

A.23. The Contractor is certified (i.e., has previously interfaced) with or shall become certified (i.e., establish an interface) with the Department of Finance and Administration's statewide merchant services contractor, Link2Gov Corp, an affiliate of Fidelity Information Services, LLC. If the Contactor is not certified, certification shall be completed within sixty (60) calendar days from the Contract begin date or as otherwise agreed to in writing by the Contractor and the State. The Department of Finance Administration's contract with Link2Gov Corp. is scheduled to terminate on May 25, 2020. If during the term of this Contract the Department of Finance and Administration's contract with Link2Gov Corp. is terminated, the Contractor shall become certified to process electronic commerce transactions with a subsequent different Department of Finance Administration's merchant services contractor within sixty (60) calendar days after notification by the State of the change in contractors.

A.24. All interfaces with the Department of Finance and Administration's merchant services contractor(s) including upgrades or new versions must be supported by the Contractor at the Contractor's expense.

A.25. Deposit Creation. The Reservation System shall provide the capability to interface the deposit information for daily transactions with the State's central accounting system, Edison (PeopleSoft). It shall provide the ability to group deposits by Park and deposit type (cash, check 21, credit card). The transactions from the golf course, restaurant and gift shop within a single Park should all be combined into one deposit for each type of deposit. The accounting for each section (golf course, restaurant, etc.) will still have separate accounting lines, but all transactions would be combined into one deposit at the end of the day.

A.26. System Availability/Business Continuity/Disaster Recovery. The Contractor shall adhere to the following service level agreements ("SLAs") for the Reservation System:

a. Availability —The Contractor must ensure that Reservation System downtime, which prevents the ability to complete reservations on-line and in the Parks and/or any in-Park sale transaction, must not total more than two (2) hours per calendar month. Mutually agreed upon time for scheduled maintenance is excluded from this time standard. Exceptions are made for Force Majeure Events.

b. Recovery Time Objective ("RTO") — The Contractor will design the system such that the system can be recovered within eight (8) hours at the secondary data center located at least thirty (30) miles from the primary site ("Disaster Recovery System"). The Disaster Recovery System located at the secondary site shall have sufficient capacity and shall be configured, to enable seamless failover and support daily operations at the same performance level as the production system. This equates to an RTO of eight (8) hours.

c. Recovery Point Objective ("RPO") — The Contractor will design the Reservation System such that the data can be synchronously replicated between the primary facility and the Disaster Recovery System resulting in no loss of data due to a failover event. This equates to an RPO of 0.

The Contractor shall maintain a disaster recovery plan that supports the business continuity and disaster recovery SLAs. Said plan and all updates shall be provided to the State, and shall be in substantially the same form as shall be mutually agreed to by the parties. In the event that any material change to the form of the plan is proposed by the Contractor, the Contractor shall so advise the State in writing. The Contractor shall review and update the disaster recovery plan on an annual basis to ensure the plan is current and accurate.

A.27. Security. All data generated through operation of the Reservation System ("Data") must not be transmitted outside the United States and shall reside and be stored in the United States. Contractor may perform tasks at any geographical location as long as the Contractor does not transmit Data outside of the U.S. Any work outside of the U.S. would have to be from work that was developed independently from the Data. Processing environment must be ISO 27001, SOC 2 Type 2 or FEDRAMP certified and vendor must provide proof of certification on an annual basis. At the termination or expiration of the Contract, Contractor must sanitize the Data in accordance with NIST publication 800-88 (State may direct Contractor to transfer Data back to the State or subsequent vendor). Contractor's performance of this Contract, including operation of the application and hosting environment, must comply with the State's Enterprise Information Security Policies located at https://www.tn.gov/assets/entities/finance/oir/attachments/PUBLIC-Enterprise-Information-Security-Policies-v2.0_1.pdf ("Security Policy")

The State may conduct audits of Contractor's compliance with the Security Policy or under this Contract, including those obligations imposed by Federal or State law, regulation or policy. The State's right to conduct security audits is independent of any other audit or monitoring required by this Contract. The timing and frequency of such audits shall be at the State's discretion and may, but not necessarily shall, be in response to a security incident.

A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Contractor's compliance with the Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State Data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.

Contractor shall provide reports or additional information upon request of the state and access by the State or the State's designated staff to Contractor's facilities and/or any location involved with providing services to the State or involved with processing or storing State Data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either Party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or state law or regulations. Each Party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

A.28. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

A.29. Project Management

a. Project Steering Committee: The State will convene a Project Steering Committee ("PSC") made up of project managers and other senior business and technical executives from the Parties. The PSC will evaluate project progress periodically, provide executive-level guidance to and approval of the project work, and review and approve (or reject) changes to the project scope. The PSC will meet monthly or more often if needed. The State Project Manager and other State staff as deemed necessary will serve as staff to the committee. The Contractor shall make staff available to participate in PSC meetings as required by the State.

b. State Project Manager: The State will assign a Project Manager. The State Project Manager will provide day-to-day oversight of the project and serve as the primary point of contact between the State and Contractor during Reservation System implementation.

c. Contractor Project Manager: The Contractor shall assign a Project Manager to serve as the primary point of contact between the State and the Contractor during Reservation system implementation. The Contractor Project Manager must have the authority to allocate Contractor resources to the project as needed to meet the project schedule. The Contractor Project Manager must remain thoroughly familiar with progress on the project at all times. The Contractor Project Manager shall be available to the State as needed or designate an alternative point of contact if not available.

d. Project Work Plan: The Contractor shall deliver to the State no later than five (5) business days after the Effective Date a "Project Work Plan" detaling specific tasks, milestones, and Deliverable implementation to fulfill Contractor's obligations under the Contract. The State shall approve the Work Plan.

e. Status Reporting: The Contractor shall provide a written status report to the State on a bi-weekly basis. The report shall identify tasks on schedule. The report shall identify tasks behind schedule, document the reason(s) for slippage, and describe actions being taken to resolve the slippage. The report shall describe any open project issues ("Project Issues'), consisting of conditions that present risk to the project's successful and timely completion that are impeding project progress and propose action(s) to resolve them.

f. The Contractor shall track and resolve Project Issues. The State and Contractor Project Managers will review Project Issue status periodically.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on "June 1, 2017" ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to five (5) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred twenty (120) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Sixteen Million Five Hundred Thousand Dollars ($16,500,000.00).This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	**Amount** (per compensable increment)
Campsite Reservation Services	$1.50 / NIGHT OCCUPIED
Cabin/Villa Reservation Services	$1.50 / NIGHT OCCUPIED
Inn/Lodge Reservation Services	$4.50 / NIGHT OCCUPIED
Shelter (and Other Day-Use Facility) Reservation Services	$1.50 / RESERVATION
Group Camp / Group Lodge (and Other Overnight Facility) Reservation Services	$1.50 / NIGHT OCCUPIED
Golf Course Management Services	$0.15 / ROUND PLAYED
Marina Management Services	$3.00 / MONTH / SLIP OCCUPIED
Tour Ticketing and Event Registration Fee (Fee-Based Only)	$0.00 / REGISTRATION
POS Retail Sales	0%
Programming Hours Fee	$0.00 / HOUR

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Department of Environment and Conservation
Fiscal Services – Accounts Payable
10th Floor, TN Tower
312 Rosa L Parks Ave
Nashville, TN 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Department of Environment and Conservation, Tennessee State Parks
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Jeni Lind Brinkman, Director of Grants and Contracts Administration
Department of Environment and Conservation
312 Rosa L Parks Avenue, 10th Floor.
Nashville, TN 37243
JeniLind.Brinkman@tn.gov
Telephone # 615-741-9031 FAX # 615-259-4862

The Contractor:

David McLean, Principal
Rev'd Up! Inc.
727 East Maryland, Avenue
Phoenix, AZ 85014
dave@itinio.com
Telephone # 602-421-4029

Scott Painter
Rev'd Up! Inc.
727 East Maryland, Avenue
Phoenix, AZ 85014
scott@itinio.com
Telephone # 602-421-4030

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20 Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty

(30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.
All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.
The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

a. Commercial General Liability Insurance

1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

b. Workers' Compensation and Employer Liability Insurance

1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;

ii. The Contractor is a sole proprietor;

iii. The Contractor is in the construction business or trades with no employees;

iv. The Contractor is in the coal mining industry with no employees;

v. The Contractor is a state or local government; or

vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

1) Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term; and

2) Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

D.21. <u>HIPAA Compliance</u>. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for

Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.22. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.25. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.26. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.28. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.29. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.31. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1, 2, 3, and 4
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and
f. the Contractor's response seeking this Contract.

D.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

E.4 Transfer of Ownership of Custom Software Developed for the State.

a. Definitions.

(1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

(2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor for the State under this Contract intended to function with the Contractor-Owned Software or any Work Product provided under this Contract.

(3) "Rights Transfer Application Software," shall mean any pre-existing application software and documentation owned or supplied by Contractor or a third party

necessary for the use, functioning, support, or maintenance of the Contractor-Owned Software, the Custom-Developed Application Software, Third Party Software, and any Work Product provided to State.

(4) "Third-Party Software," shall mean software supplied by Contractor under this Contract or necessary for the functioning of any Work Product not owned by the State or the Contractor.

(5) "Work Product," shall mean all deliverables such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State under this Contract. Work Product shall include Rights Transfer Application Software.

b. Rights and Title to the Software

(1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license or transfer of rights or ownership granted under this Contract. Contractor grants the State a perpetual non-exclusive license to the Contractor-Owned Software to be used solely with the Custom-Developed Application Software and the Work Product.

(2) Contractor shall provide the source code in the Custom-Developed Application Software, Work Product and the Contractor-Owned Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the Work Product and the Contractor-Owned Software and all other code and documentation necessary for the Custom-Developed Application Software to be installed and function as intended and as set forth in this Contract, to the State.

(3) Contractor may lease or sell the Custom-Developed Application Software to third parties with the written permission of the State, which permission may be conditioned on the State receiving royalties from such sales or licenses.

(4) All right, title and interest in and to the Custom-Developed Application Software, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Custom-Developed Application Software, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Custom-Developed Application Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom-Developed Application Software. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.

(5) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license or other rights granted to the State under this Contract or otherwise.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.5. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
   (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
   (2) Any pricing related to the new lines, items, or options;
   (3) The expected effective date for the availability of the new lines, items, or options; and
   (4) Any additional information requested by the State.
b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.8. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.9. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.10. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant e Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.11. Liquidated Damages. If Reservation System downtime, which prevents the ability to complete reservations on-line and in the Parks and/or any in-Park sale transaction, totals more than two (2) hours per calendar month("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment 4 and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the in

demnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

E.12. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.13. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

4/19/2017

CONTRACTOR SIGNATURE **DATE**

David McLean / Principal

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

5.22.17

ROBERT J. MARTINEAU, JR., COMMISSIONER **DATE**

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	54294
CONTRACTOR LEGAL ENTITY NAME:	Rev'd Up. Inc.
EDISON VENDOR IDENTIFICATION NUMBER:	0000154763

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

David McLean / Principal

PRINTED NAME AND TITLE OF SIGNATORY

4/19/2017

DATE OF ATTESTATION

ATTACHMENT 2

Attachment 2 will be the responses provided by the Contractor to Attachment 6.3 Functional and Technical Requirements of the RFP.

PCI Transaction Table

Level 4

This level is for small businesses processing less than 20,000 eCommerce transactions and less than 1 million other transactions each year. Level 4 businesses are required to complete an annual risk assessment using the appropriate PCI Self-Assessment Questionnaire (SAQ). Quarterly PCI scans, administered by an approved scanning vendor, may also be required.

Level 3

The mid-sized companies at this level range between 20,000 and 1 million transactions annually. They must complete an annual risk assessment using the appropriate SAQ. Quarterly PCI scans, administered by an approved scanning vendor, may also be required.

Level 2

Companies at Level 2 conduct anywhere between 1 million and 6 million transactions annually. They must conduct a risk assessment each year, using the appropriate SAQ. Quarterly PCI scans, administered by an approved scanning vendor, may also be required.

Level 1

This is the level of major corporations and “big box” stores. Companies at this level have a minimum of 6 million transactions per year. They must have an annual internal audit conducted by a qualified PCI auditor. Quarterly PCI scans, administered by an approved scanning vendor, may also be required.

ATTACHMENT 4

Liquidated Damages

In the event a Liquidated Damage Event occurs, liquidated damages shall be Five Hundred Dollars ($500) dollars per hour or partial hour that the standard is not met. This standard will be measured and paid monthly.

TENNESSEE
State Parks

RFP # 32701-02884

TECHNICAL RESPONSE COPY

January 31, 2017

Lindsay Oliveras
Sourcing Account Specialist
Central Procurement Office
Department of General Services
William R. Snodgrass TN Tower - 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243

Re: Rev'd Up Response to RFP #32701-02884

Greetings TDEC and the Tennessee State Parks Team ~

We are proud to present the following offer for your evaluation and consideration. We're confident in the approach and enthusiastic about the direction of Tennessee State Parks.

I believe that you'll see throughout this response that our newly extended team includes substantial input and critical thinking from our key partners, Megasys and GolfNow. Our work together over the past five years has allowed us to build excellent working relationships between our teams – enhancing our work throughout Parks.

Today and together we are even more able to provide the service levels, process experience, and attention to detail required of a rapidly changing and growing statewide system.

As the TDEC Administration knows well, it's the increases in year-over-year revenues; the expansion of marketing reach and efficiency; and the notable improvements in process efficiencies; that drives our team and fosters the creative and innovative solutions necessary to continually improve and modernize the parks' systems.

From our entire team here at Rev'd Up / Itinio, and on behalf of the dedicated and experienced folks at Megasys and GolfNow, we look forward to your evaluation and feedback. And of course we look forward to our next trip to Nashville to show you more.

Kind regards,

Scott Painter
Rev'd Up / Itinio - President CEO

Table of Contents

Section A — Mandatory Requirement Items

Section B — General Qualifications & Experience Items

Section C — Technical Qualifications, Experience & Approach

Functional & Technical Requirements – Attachment 6.3: Notes

Comments are referenced in the completed Attachment 6.3 Functional and Technical Requirements included in the attached Appendix at the end of this document.

Note that, with a few exceptions for clarification, only ratings of CO, CU or N are listed.

Section A
Mandatory Requirement Items

-

A.1. RFP # 32701-01110 Statement of Certifications and Assurances

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.

2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.7., Pro Forma Contract for the total contract period.

3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.7., Pro Forma Contract.

4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.

5. The Respondent will comply with:

   (a) the laws of the State of Tennessee;

   (b) Title VI of the federal Civil Rights Act of 1964;

   (c) Title IX of the federal Education Amendments Act of 1972;

   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,

   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.

6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.

7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.

8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.

9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.”

For reference purposes, the list is currently available online at: http://www.tn.gov/generalservices/article/Public-Information-library.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company President or Chief Executive Officer, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE: ______________________

PRINTED NAME & TITLE: Scott Painter / President

DATE: 1/30/2017

PROPOSER LEGAL ENTITY NAME: **Rev'd Up, Incorporated**

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): **86-1005118**

Appendix: Corporate Standing / Directors – AZ Corporation Commission

A.2. Statement Regarding Conflicts of Interest

Rev'd Up, Incorporated, as well as proposed system partners; Megasys Hospitality Systems, NBC Universal / GolfNow; including current and potentially assigned staff and service provider partners, for the purposes of this proposal, do not have any conflicts of interest with the State of Tennessee.

This includes but is not limited to business, political and employment conflicts that might render this proposal, as well as the partner vendors, ineligible to perform services under this proposed contract.

1/30/2017

Scott Painter - Rev'd Up, President Date

A.3. Company Bank References

Arizona Business Bank provides banking and credit services for Rev'd Up, Inc. A bank reference is provided in the Appendix.

See Bank Reference Letter, Appendix

A.4. Company Credit References

The following credit references for Rev'd Up, Inc. are provided;

- Arizona Business Bank
- Golf Now / NBC Universal

See Credit Reference Letters, Appendix

A.5. Corporate Credit Bureau Report

A current corporate credit report provided by Dunn & Bradstreet is included in the Appendix. The report summarizes Rev'd Up as low risk, with favorable credit rating.

Note that Rev'd Up, as a software services and systems engineering provider requires minimal external credit to support its operations. The company maintains a strong cash position that supports a continual but fluctuating investment in development and technical labor on behalf of our clients.

See Dunn & Bradstreet Report, Appendix.

A.6. Statement Regarding a Unified Customer & Reporting Database

It is understood by Rev'd Up, and the partner systems; Megasys Hospitality Systems and NBC Universal / GolfNow; that one of the primary objectives of this proposal is to provide TDEC and Tennessee State Parks with a unified database of customers, transactions and accounting data to support both in-park systems and Operations, as well as the administrative departments of Accounting, Marketing and Management.

The presented scope and cost includes the implementation of this approach by considering the system development and engineering, data exchange processes between current (and future) systems, as well as user education and policy consulting necessary to facilitate the proposed unified system.

1/30/2017

Scott Painter - Rev'd Up, President Date

A.7. Acknowledgement of Scope & Responsibility

It is understood by Rev'd Up, and the partner systems; Megasys Hospitality Systems and NBC Universal / GolfNow; that the responses provided throughout this proposal, as well as the detailed responses referencing outstanding items outlined in the Attachment 6.3 Functional and Technical Requirements, will be deemed part of the scope of work under this contract.

1/30/2017

Scott Painter – Rev'd Up, President Date

Section B

General Qualifications & Experience Items

B.1. Proposal Contact Information

The official contacts for information regarding this proposal is listed below.

Scott Painter - President

Phone: (602) 421-4030

Email: scott@itinio.com

David McLean - Vice President

Phone: (602) 421-4029

Email: dave@itinio.com

B.2. Company Structure & Location

The Contractor for this proposal, Rev'd Up, Incorporated in 2000 is an **S-Corporation** registered in the State of Arizona with corporate-owned offices located at:

727 East Maryland Ave.
Phoenix, AZ 84014

B.3. Years in Business

Founded in 2000, Rev'd Up, Incorporated, has been in business for over **16 years**.

Subcontractors Megasys and GolfNow have been in business for more than 26 and 15 years respectively and are recognized in their industries.

B.4. Outdoor Recreation & Hospitality Experience

The Rev'd Up team has been providing Itinio, the web-based software application, along with marketing consulting and integration to outdoor recreation providers since 2000.

Today the **Itinio Reservations** applications support State and County park reservations systems nationwide, as well as custom content management and marketing systems for Best Western hotels in North America.

The **Megasys Hospitality Solutions** group is proud to have provided property management applications to the hospitality industry for 26 years, as well as for TSP for more than 18 years. Their knowledge of the Resort Park Inns and TDEC policies is unparalleled.

Golf partner GolfNow (NBC Universal) continues to support the **Fore!**/**GolfNow** golf course management and point-of-sale application suite for the 9 state parks courses. This robust system has worked out well as a cost-effective, efficient system over the past 5 years.

B.5. Company Team & Client Background

Rev'd Up, the Itinio team, as the primary Contractor under this proposal has **12 employees** based primarily at company offices in Phoenix, Arizona, as well as field positions.

Our **Itinio System** clients include:

- Tennessee State Parks
- Arizona State Parks
- Best Western
- Maricopa County Parks, AZ
- San Mateo County Parks, CA
- Hall Count Parks, GA
- Whatcom County Parks, WA
- San Juan County Parks, WA
- Spokane County Parks, WA
- Otsego County Parks, MI
- Newaygo County Parks, MI
- Mecosta County Parks, MI
- Augusta Canal Authority, GA
- Assoc. of Golf Merchandisers, AZ

The **Megasys** team, as the strategic partner and subcontractor under this proposal, has a staff of 23 employees, as well as a variety of internal development partners. The company is based in Tulsa, Oklahoma.

Megasys provides the Portfolio HMS hospitality suite along with multiple application modules for clients such as:

- Tennessee State Parks
- Kentucky State Parks
- Alabama State Parks
- NCED Marriott Conf Ctr, OK
- Rotary House Marriott, Houston TX
- Zion Ponderosa Conference Center
- Theodore Roosevelt Medora, ND
- YMCA Trout Lodge, STL

GolfNow, an NBC Universal brand, has 512 US-based and nearly 600 employees worldwide. The Fore! Reservations application is today utilized by more than 2,000 courses in North America. GolfNow headquarters are located in Orlando, Florida. They also now have local representation based in Nashville, TN.

B.6. Corporate Ownership Details & History

Rev’d Up, Incorporated was formed in July, 2000 as a self-funded, privately held Sub Chapter S Corporation registered in Arizona. The company ownership was reorganized in 2014 with the retirement and exit of one of the founding partners.

Scott Painter, one of the founding partners, is now the President and CEO of Rev’d Up. Andrew Pitts, another of the founding partners, as well as the lead Engineer, is a company Director and CTO. David McLean is the Vice President and CFO, acquiring partnership with the reorganization.

B.7. Statement of Associates' Legal History

No Rev’d Up employee or, to the best of our knowledge; the representative employees of our subcontracting partners, Megasys Hospitality Systems or GolfNow, have been convicted, pled guilty to, or pled nolo contendere to any felony.

1/30/2017

Scott Painter - President

Date

B.8. Statement of Continuous Solvency

Rev’d Up, Inc., including all principles of the corporation, has never been involved in bankruptcy or insolvency proceedings – including any related appointments or filings.

1/30/2017

Scott Painter - President

Date

B.9. Statement of No Pending Litigation

Rev’d Up, Inc. is not involved in litigation, pending litigation or financial disputes of any type.

1/30/2017

Scott Painter - President

Date

B.10. Statement to No SEC Activity

Rev’d Up, Inc. is a privately held corporation. No SEC investigations or actions are pending.

1/30/2017

Scott Painter - President

Date

B.11. Proposed Partnership Capabilities Summary

Rev'd Up, along with our strategic partners, has the technical and management experience, system infrastructure and the diversity of clients to continue to provide Tennessee State Parks with a fully integrated data management system.

The team brings together innovative, reliable and cost-effective solutions for centralized campground and Inn room reservations, golf course and marina management, as well as the unique features and specialized marketing tools required under this contract.

Our combined companies provide a diversity of services for state and county park systems specializing in the areas of:

- Hotel & Conference Center Management Software
- Campground, Marina & Facilities Reservations
- Golf Course / Pro Shop / Integrated Snack Bar Software
- Integrated Retail Point of Sale & Inventory Management
- eCommerce Development - including Mobile Applications
- Content & Customer Relationship Management Consulting

The three partners; Itinio Reservations, Megasys Hospitality Solutions and Fore!/GolfNow represent highly regarded application and service providers in their respective industries. Each of these partners, have provided TSP with individualized consulting and technical services for the past **5 to 18 years**!

Itinio Reservations & Central Database

Under this proposal, Itinio Reservations will continue to provide TSP with campground and point-of-sale applications, as well as eCommerce development and the integration of data exchange between systems. As a robust cloud-based system used by all of the State Parks and administrative offices, Itinio systems will support the centralized database concept by continuing to integrate data from all systems for the purposes of expanding reporting and customer service throughout the system.

Megasys Hospitality Solutions

The Megasys team will continue to provide TSP with the Portfolio HMS property management system, with modules to support Conference Centers and Banquet/ Catering Management. Megasys will also provide the MegaTouch POS applications for restaurants.

Fore! by GolfNow Golf Course Management Software

Golf course and related POS management will be provided to TSP through our partnership with GolfNow, formerly Fore! Reservations – an industry leading golf course management software platform that is scaled well to the 9 courses in Tennessee.

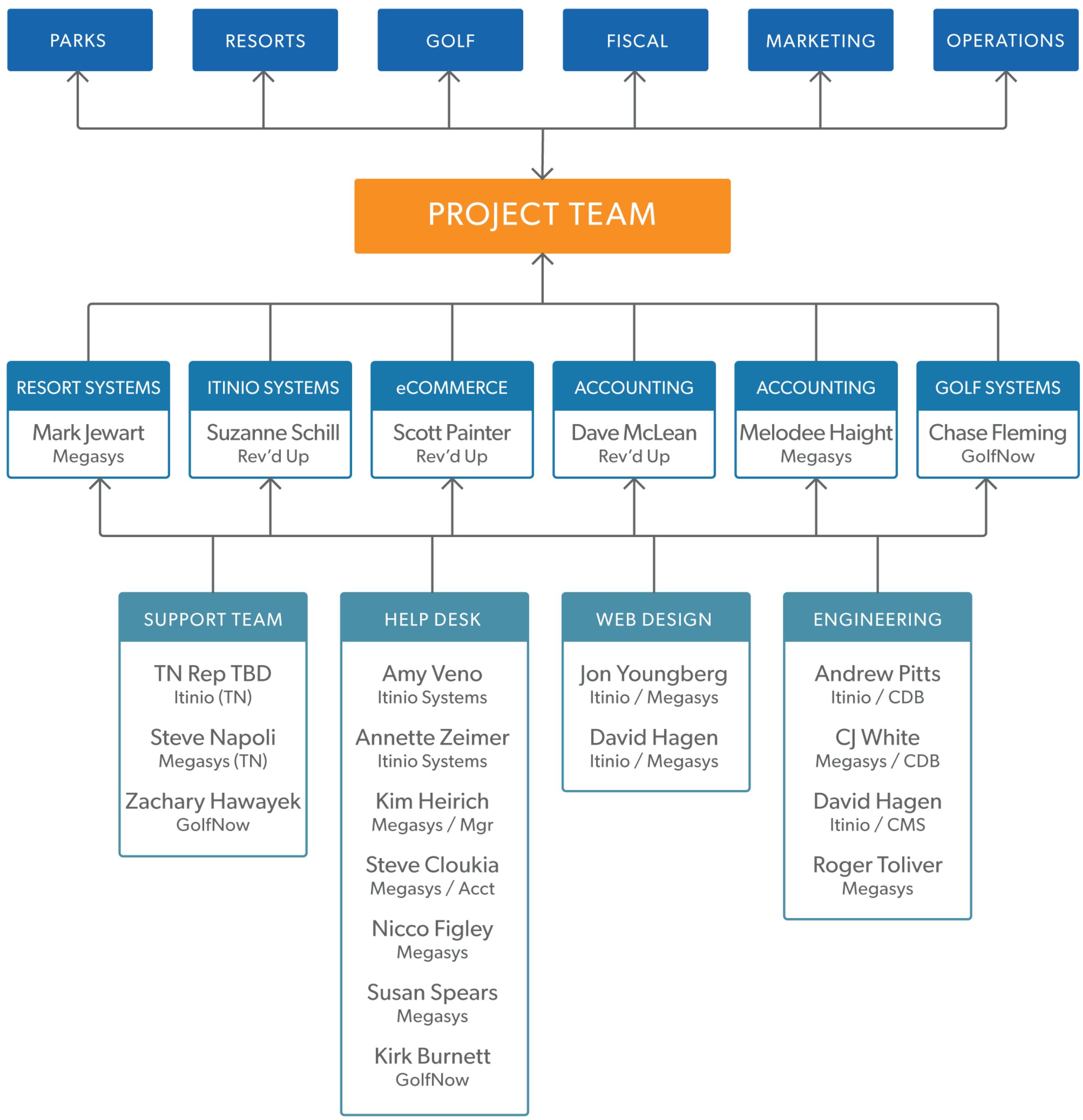
Together, Rev'd Up/Itinio, Megasys and GolfNow will provide best-of-breed software; secure payment processing and accounting; system configuration and implementation, as well as our ongoing commitment to project management and marketing support for Tennessee State Parks' Inns, campgrounds, golf courses, marinas and events for the duration of this contract.

B.12. Project Team Description

The proposed project team is comprised of seasoned members experienced in wide scope of TDEC and Tennessee State Parks facilities, plans, policies and requirements – as well as the diversity of customers, both local and outside the state.

The Rev'd Up team, including members from the Megasys group, dedicated to this project represent years of experience working with a wide range of system users throughout TSP.

The team organization chart below illustrates both the TDEC/TSP representatives, as well as the primary and support levels of representation, that are dedicated to this project throughout the service period.



B.13. Proposed Project Team Roster

The following Project Team members represent the primary areas of expertise required to maintain a high level of service for TDEC/TSP throughout the contract period.

Name	Job Title	Professional Areas of Specialty
Dave McLean	Rev'd Up VP	Accounting, Fiscal & Inventory Project Management
Mark Jewart	Megasys President	Hospitality Systems Project Management
Suzanne Schill	Rev'd Up Supervisor	Inventory Manager, Scheduling and Training Program Development
Scott Painter	Rev'd Up President	eCommerce, Marketing & Policy, Contract Management
Nicco Figley	Professional Services Asst. Manager	Hospitality Systems Installation & Training, Daily Support
Kim Apgar-Heirich	Professional Services Manager	Hospitality Systems Installation & Training, Daily Support
Andrew Pitts	Lead Engineer	Cloud-based Systems Network Engineering, Itinio Application Engineering, Technical Team Advisor
Charles "CJ" White	Director of Technology & Development	Hospitality Systems Programming, Design, & Development
Steve Napoli	Account Coordinator	TN-Based Project Team Support (Megasys & Itinio Systems)

There is no time limit on the number of hours required by each of the primary or support team members. Each new development and upgrade project will be assigned the appropriate resources from the primary Project Team, as well as the support team illustrated on page 10.

Resumes for the Project Team, and key Support Team members is included in the Appendix.

B.14. System Partnership / Subcontractors

In addition to the Itinio Reservations System, the following proposed system partners provide specialized services under this contract in order to provide TDEC and Tennessee State Parks with a uniquely tailored, comprehensive system across all parks and offices;

Megasys Hospitality Solutions
5800 E Skelly Drive #600
Tulsa, OK 74135

Contact: Mark Jewart - President
Phone: (918) 743-0100
Email: mjewart@megasyshms.com

Megasys Hospitality Systems will be responsible for providing Portfolio HMS™ by Megasys, the property and conference/catering management system to the following locations:

- The Inn at Fall Creek Falls State Park
- The Inn at Henry Horton State Park
- The Inn at Natchez Trace State Park
- The Inn at Montgomery Bell State Park
- The Inn at Paris Landing State Park
- The Inn at Pickwick Landing State Park
- Homestead Harvest Restaurant at Cumberland Mountain State Park
- Crockett's Mill Restaurant at David Crockett State Park

In addition, experienced Megasys representatives will serve on the ongoing Project Team for statewide systems and marketing support.

NBC Universal / GolfNow
7580 Golf Channel Drive
Orlando, FL 32819

Contact: Chase Fleming – Representative
Phone: (417) 618-6293
Email: chase.fleming@golfchannel.com

GolfNow will be responsible for providing the Tee Sheet, Pro Shop and integrated Snack Bar Point of Sale systems for the following TSP golf course locations:

Traditional Courses

- Fall Creek Falls
- Henry Horton
- Montgomery Bell
- Paris Landing
- Pickwick Landing
- Warriors' Path

Bear Trace Championship Courses

- Cumberland Mountain
- Harrison Bay
- Tims Ford

Teaming agreements for both Megasys Hospitality Systems, and GolfNow / NBC Universal have been executed between each provider and Rev'd Up, Incorporated.

B.15. Our Commitment to Diversity

Rev'd Up is committed to supporting and sourcing disadvantaged businesses. Ourselves a qualified Small Business, we well-understand the need for support by established organizations; allowing innovation and enthusiasm to compete in the marketplace.

(a) Rev'd Up's primary client base for Itinio is heavily weighted in government and respected concessioners that serve Federal, State and County lands and facilities. While our company's services are highly specialized and offer limited opportunity to qualifying disadvantaged businesses, we consistently seek valid opportunities for partnering with these disadvantaged companies.

(b) Rev'd Up, Megasys and GolfNow all utilize numerous vendors for a variety of tasks, projects and ongoing services, particularly in the development and implementation phases of a service contract. This proposal does not specifically require utilization of outside vendors under the scope of this request.

(c) The nature of this project, with specific financial and security requirements, limit the use of vendors outside of the proposed companies.

(d) 50% of Rev'd Up employees qualify under required characteristics.

B.16. Statement of Current State Contracts

Rev'd Up, Inc., as well as Megasys Hospitality Solutions has current contracts with the State of Tennessee. The following applies to both:

(a) State Contact:
Regina Clark - Project Manager
regina.clark@tn.gov
615 253-2504

(b) Agency: TDEC / Tennessee State Parks

(c) Rev'd Up provides reservations and point of sale systems throughout the State, as well as provides the GolfNow (Fore!) applications to golf course operations. Megasys provides the property management, conference and catering, and point of sale systems to the resort properties within the State Parks, as well as stand-alone point of sale at select locations.

(d) Rev'd Up contract period: 5 Years - July 2012 to Current;
Megasys contract period: 5 + 2 Years – October 2010 to Current.

(e) Rev'd Up contract number: 33353
Megasys contract number: FA 1133522

B.17. Client References

The following professional references are provided for your review. See enclosed letters attached in the original copy of this proposal - Appendix.

- Maricopa County Parks, Arizona
- Arizona State Parks
- Whatcom County Parks, Washington

Numerous additional references for Rev'd Up, as well as the subcontractors; Megasys and GolfNow are also available on request. We encourage the evaluation team to reach out to any of our clients to inquire about the quality and level of our services and support.

B.18. Statement of Suitability and Transparency

Rev'd Up, Incorporated and partner subcontractors; Megasys Hospitality Solutions and; GolfNow (NBC Universal):

(a) is **not** presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;

(b) has **not** within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is **not** presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and;

(d) has **not** within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.

-	1/30/2017 -
Scott Painter - President	Date

Section C

Technical Qualifications, Experience & Approach

C.1. Scope of Work Review

As the current reservations systems provider, together with our partner subcontractors, we're confident in our capabilities to provide the scope of work presented throughout this RFP. Our experience garnered from the opportunity of working closely with TDEC, Tennessee State Parks and the supporting State departments has led to the development and integration of the many processes, policies and requirements outlined here and in use today.

To summarize the details as outlined in the *pro forma* contract and Attachment 6.3, Functional and Technical Requirements, the State's key objectives are:

- System Integration & Integrity
- Data Security
- User Efficiency & Help Desk Support
- Process and Program Flexibility
- Marketing & eCommerce Support
- Accounting Integration
- Implementation Planning & Speed

Per the RFP, the Project Team's primary objective is the continuing integration of lodging and golf systems into the Itinio/TSP central database currently supporting campgrounds, cabins, marinas, retail and program registration. This process includes input from many constituents; namely Marketing, Operations and Administration; regarding how they will utilize consolidated data as well as the myriad of processes this system supports.

Project Schedule

As a currently installed system supporting all park and office locations, the project plan presented in this proposal focuses on outstanding projects that are scheduled for implementation with the acceptance of this proposal.

Refer to Section C.2.4 for additional discussion of project scheduling as well as team planning to ensure on-time execution.

See Project Plans, Section C.15, Page 37 and Schedules (Gantt Charts) – Appendix

C.2 Project Management Plan

To illustrate how the Rev'd Up team manages the implementation and support of an integrated state-wide system comprised of multiple primary point of sale and marketing systems for the State of Tennessee, the narrative has been broken down into four components:

A. Detailed Project Plan
B. Dedicated Project Management Personnel;
C. Technical and Administrative Resources;
D. Clearly Defined Project Management Processes.

1) The Detailed Project Plan:

Project Implementation Plan

A draft of the project implementation plan is included in the Appendix in the form of a standard Gantt chart. This plan indicates the relationships between resources and is used for resource planning and visually checking dependencies. This plan was the foundation for a successful project launch for golf, campground, cabin and pavilion reservations.

Using a similar plan as a high-level project outline for similar implementations and integration under this proposal, tasks are then detailed in a standardized, simple project management document that acts as both project meeting agenda and status report.

See Sample Project Management & Status Report – Appendix

See Project Plans (Gantt Charts) – Appendix

Ongoing System Support / Upgrades

Now that campground, resort Inns, golf course, marina and other locations and services are fully installed and in use, the ongoing process of support, training, updates and system modifications continues throughout the duration of this contract.

Over the course of next 5+ years, numerous system upgrades and changes will keep the system optimized for TDEC/TSP administration, operations and customers.

As the internet and hardware technology continues to evolve, TSP facilities evolve, new partners are added, and business rules change; the integrated Itinio, Megasys and GolfNow systems will keep pace; ensuring that TDEC/TSP systems continue to serve users and customers well.

These resources have been considered and are included in the cost of this project.

System Support Plan:

- Continue bi-weekly project team meetings (in-person or via conference);
- Incorporate user and customer feedback and prioritize modifications;
- Manage departmental requests for features (e.g. Marketing and Accounting requests, special reports, customization for field projects, etc.);
- Provide ongoing (seasonal) user training and updated documentation;

- Maintain graphic elements such as maps for campgrounds and marina slips – updating both online and Itinio back-end graphics as needed;
- Maintain open communication channels with departments and operations through routine on-site visits at campground, marina and golf course locations across the state;
- Provide testing and review of new system features;
- Distribute regular status reports and work orders;

Note: The above process is not unique to Tennessee State Parks or a response tailored to this RFP. Rev'd Up continues to meet often with all of our major installations, and regularly with smaller or seasonal clients. This level of communication is important to the continued success of systems of this scope and financial responsibility.

2) Dedicated Project Management Personnel:

In order to meet the requirements in the Scope of Services, as well as continue with an effective project management structure, the following personnel will be defined as the core project team:

- Rev'd Up Project Manager
- Rev'd Up Project Coordinator (Itinio / GolfNow)
- Rev'd Up Resort Parks Specialist (Megasys)
- TSP Project Manager(s)
- TSP Department Representatives - e.g. F&A, Operations, Administration

In addition to the Project Team members, the following specialized personnel will be responsible for their unique contributions to the system:

- Itinio Technical Project Supervisor
- Itinio eCommerce / Marketing Coordinator
- Megasys Account Coordinator / Training
- Megasys Technical Project Supervisor
- GolfNow Account Manager
- Help Desk Assistants

See Project Team Personnel Rosters – Page 11

3) Technical & Administrative Resources:

In addition to the Project Management and ongoing support outlined above; the following outline details the primary responsibilities of the technical, installation and training teams – broken down by expertise.

Itinio Central Reservations / Campground & Marina Resources:

- Application, Database and Network Engineering;
- Inventory Configuration and Conversion;
- Accounting Configuration;
- Reporting / Payment Processing / User Configuration;
- Web Form Design, Communication and Graphics;
- User and Administration Training;

- Hardware Acquisition;
- On-Site Installation.

See the Project Gantt chart in the Appendix for detail for each of the above groups.

4) Clearly Defined Project Management Processes:

The basics of the current and proposed project management process is designed to stay in close and open communication between team members. This ensures that projects most from discussion to production in a timely manner. Processes include:

- Bi-Weekly, scheduled project meetings – keep the project on schedule and allow for adjustments and improvements as the project evolves. Note that scheduled meetings do no take the place of daily team member discussion and support;
- Defined team member roles – include setting expectations, identifying resources and building quality working relationships;
- Team commitment to communication – through regular and standardized status reports to the affected departments, and executive summary to Administration and the TDEC/TSP Steering Committee;
- Incorporation of feedback – from field users, departments, customers and TDEC/TSP Steering Committee; to ensure that the system stays flexible and relevant.

The above briefly illustrates how Rev'd Up manages projects of this scale and impact. It is a process used by our team for 16+ years and will continue to serve TDEC/TSP well.

Ensuring Completion of the Scope of Services

Utilizing the project management process outlined above, to ensure that all details of the Scope of Services is accomplished; each detail of deliverables is included on the example project plans and shared with members of the project team to ensure mutual understanding.

Standardized project meeting templates provide attendees with updated information indicating critical dependencies, responsibilities and target dates set for each item.

Assuring On-Time Execution

To keep any development project on schedule, the Project Team sets milestones and target dates for each project in the proposal, as well as those added later under the support plan.

Project target dates are based on:

- TDEC/TSP Business needs and priorities;
- Seasons – ideally avoiding high-season and minimizing operational disruption;
- Availability of operational staff – for training and input;
- Logistics – such as grouping similar or nearby locations for installation and user training efficiency.

Rev'd Up project teams utilize a 4 to 6-week rolling production schedule to ensure immediate future planning and resource allocation. This process helps prioritize and focus on approaching deadlines, while maintaining a broader view of upcoming needs in the future.

C.3. Proposed System Solution Summary

Attachment 6.3 Functional and Technical Requirements provides a detailed and accurate outline of the proposed scope of work and services in this response. The vast majority of these items are in use today throughout the TSP system.

Reference starting on page 38 for detailed comments on any requirements that require new or additional configuration or customization to existing systems.

Project Planning

The project team outlined in Section B.12. on page 11 demonstrates a continued dedication to project planning that spans multiple departments and disciplines. This experienced team has an excellent track record of collaboration, planning and execution for Tennessee State Parks. This proposal strengthens this team by pulling the major vendor-contributors together into a single provider, fostering partnership and creativity between companies.

Under this updated structure, TDEC/TSP will enjoy an increasingly flexible and open project team as we leverage our internal efficiencies for the benefit of the departments, park staff and customers.

See page 12 for Project Team Key Personnel Roster

Guest Services & Marketing Support

Centralization of customer data expands the potential for marketing and sales development programs. Many new marketing reports and data queries have already been created for the Marketing team. Under this proposal, we provide an increasing number of fresh, new marketing tools in order to continue to meet the revenue and visitation goals of the parks.

Park Operations Support

Attachment 6.3 details the proposed functional and technical requirements. Exceptions are noted as requested with comments or clarification added as needed. See page 38.

Fiscal & Administrative Support

A substantial portion of the support services provided in the scope of this proposal can be defined specifically as relating to Fiscal and Administrative Support Services. The Project Team (see page 11) includes a dedicated Accounting specialist from both the Itinio and Megasys system to ensure that accounting-related needs are met throughout the service period.

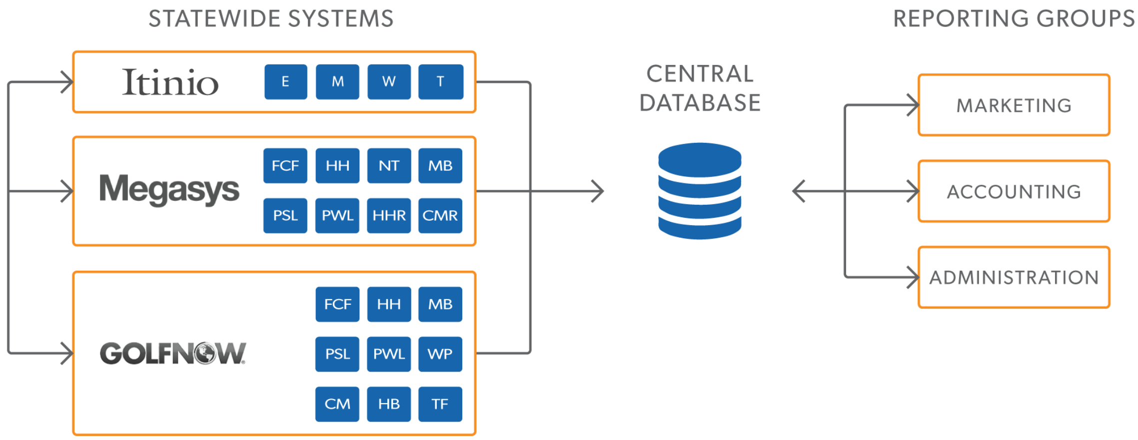
Data Security

Information on data security protocols are included in this proposal as follows:

- Disaster Recovery & Communication Plan – Appendix
- Data Backup and Network Design – Page 32
- PCI DSS Compliance – Section C.8. System Security Summary, Page 32

C.4. Centralized Database System Design

The integrated systems proposed for TDEC/TSP for the purposes of managing all transactions throughout the State Park system is illustrated below.



Two distinct paths (TSP System Users and Internet Customers) are unified by a central database – providing real-time access to single-source data. If either source modifies the data in the central database, all paths are aware of the change at the same time.

The Internet simply provides the network between all systems. Data between all sources is encrypted for security and PCI-DSS compliance.

Process-Dedicated Reservations

The proposed integrated system is comprised of three specialized applications that have been previously and extensively customized to fit the operations, marketing and reporting requirements throughout Tennessee State Parks.

For **Inn and Conference Center** operations, the Portfolio HMS system, provided by Megasys, is configured to meet the unique processes of the Resort Parks' operations and the standards of the hospitality industry.

Campground operations require reservations support for camping, day-use, cabins, marina slips and events or park programming. Similar to Inn systems, all reservations are reflected across the system in real time and allow staff to manage inventory, sales and customers at their parks.

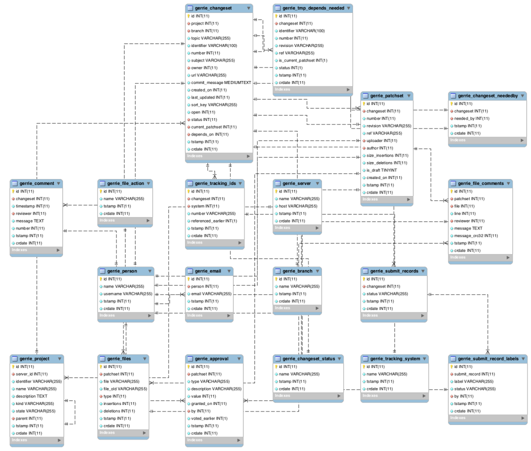
Golf Course operations utilize the Fore! application package provided by GolfNow. This specialized software is optimized for efficient and integrated tee-sheet, pro shop and snack bar transactions. In addition, the Fore! application exchanges customer purchase data directly with the Portfolio HMS for adding room charges from the golf course.

All three systems provide point of sale for retail transactions and, under this proposal, are integrated with the Central Database for customer and financial data reporting.

Attachment 6.3, Functional & Technical Requirements

See page 38 for detailed notes for outstanding items in this section.

C.5. System Entity Relationship Diagrams

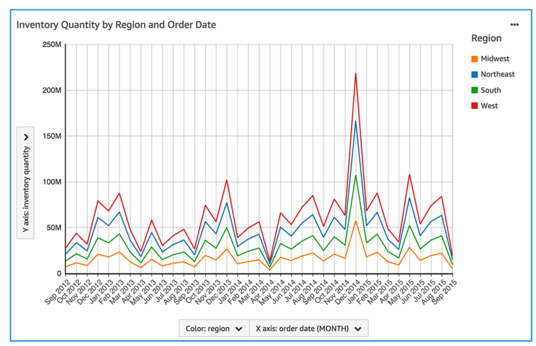


The central database for customer and transaction reporting will include an entity relationship diagram similar to the small example shown here. The diagram acts as the data dictionary for the development of ad hoc queries directly from the database.

Itinio systems will provide portal access to the central database with predefined reports developed for specific and routine queries.

Authorized and qualified users will also be provided direct database access for utilizing AWS QuickSight tools – allowing them to create their own data relationships and test custom queries.

Support for custom query development and optimization is provided.



Data relationship dictionary and usage documentation will be provided once the centralized system scope has been determined.

Report Libraries by System

The current and proposed systems include extensive reporting capabilities. Many of the reports in use today have been developed in collaboration with the many users and departments throughout TDEC and Tennessee State Parks.

An important element to this proposal is the inclusion of custom report development in the central Itinio system throughout the term of this contract. The Project Management team can request ad hoc and custom reports or system features as needed. Requests are prioritized by the Project Manager and included in the project list of status review and updates.

The following report lists and details are provided on the following pages.

A. Itinio & Statewide Reports

B. Portfolio HMS / Resort Parks Reports

C. Fore! / GolfNow Specific Reports

Itinio Reservations & Statewide Reports

The following report list represents the reports currently used for Itinio campground and marina operations. Many reports such as Invoices, Arrivals or Accounting views include interactive functions and features for drill-down detail.

In addition to the vast reporting library integrated throughout Itinio systems, TDEC will be provided access to QuickSight by Amazon Web Services as part of the Itinio/TDEC enterprise hosting package.

QuickSight allows users to build ad hoc queries and graphical representations of virtually any data set or combination of data tables throughout the system. This powerful tool set extends standardized, process driven reporting, and fosters creative analysis and discovery.

QuickSight support and training is provided to authorized system users.

Field Operations Reports

- Reserved Campsites
- Reserved Cabins
- Arrivals w/Check-in
- In-Use Facilities
- Departures w/Check-out
- Tour / Special Event Rosters
- Invoices / Sales
- Event Participants
- Class Rosters
- Retail Sales Summary
- Daily Sales Reports
- Housekeeping Status
- Site Tags

Marketing Reports

- Customer Demographics
- Sales Channel Performance
- Satisfaction Surveys
- Google Analytics

Statistical Reports

- Occupancy
- Sales Pace
- Sales Forecast
- Visitation / Attendance

Auto-Generated Reports

- Credit Card Data Purge
- CRM Emails Sent
- Trial Balance Close
- System Performance Review
- Invoice Close / Lock

Accounting / Fiscal Reports

- Trial Balance w/ Detail
- Revenue Detail (by GL Codes)
- Accounts Receivable (A/R Aging)
- Advanced Deposits
- Transactions (Payments/Refunds)
- Daily Close / Reconciliation
- Invoice Item Adjustments
- Retail Sales Summary / Detail
- Retail / POS Stock on Hand
- Gift Card Activity Log
- Sales Tax / Tax Exempt Reports
- Discounts

Statewide Reports

- Statewide Trial Balance
- Crosswalk to State ERP

User / Audit Reports

- User Status
- Activity Log
- Waived Transactions
- Price Overrides

Nightly Auto-Generated Reports

- System Performance
- Database Error Log
- CRM Email Report
- Trial Balance Summary

Note that many of the reports listed are represented by multiple levels of drill-down detail and export functions.

Portfolio HMS / Megasys Reports

The Portfolio HMS application by Megasys provides a rich library of detailed operations, sales and forecast reports tailored specifically to the hospitality industry and the needs of Lodge/Inn operations.

ACCOUNTING REPORTS

Cash Reconciliation:

- Journal Audit Report

Credit Card System:

- Batch Summary Report

General Ledger:

- Period/YTD Account Change
- Actual/Budget Forecast
- Budget Spreadsheet
- Daily Report Budget
- Daily Report – Last Year
- Annual Change
- Cash Journal Report
- Departmental Income Statements
- Detail Ledger
- Period Sales Receipts
- Trail Balance by Alternate GL
- Print Chart of Accounts
- Trial Balance

Receivables:

- Account Statement Print
- Activity Detail
- Aging Report by Past Due Dates
- Ageing
- A/R Master List
- Net Change to Guest Ledger
- Posting Code Report
- Package Plan Posting Report
- Advanced Deposits Report
- Ledger Audit Reports
- City Ledger Report
- Convention by Posting Code
- Daily Account Activity
- Pending Direct Postings to City Ledger
- Group Add On Charge
- Group Voucher Analysis
- A/R Non-Zero Invoice History Report
- Revenue Tracking Report
- Daily Deposit by Payment Method

Receivables Continued:

- Individual Account Production Report
- Owner Aging Report w/Reservations
- Open Voucher by Code
- POS Cashier Closing
- Print Last Page of NA Ledgers
- Reprint Daily Charge Summary
- Today's Shift History
- Balance Forward Accounts Report
- Fixed Charge Report

Logi Reporting:

- Current Guest Reservation Information
- Daily Closing Report History
- Fiscal Year Daily Closing Report
- Guest Stay History
- Hotel Balances History
- Market Code Rooms & Revenue History
- Night Audit Room Revenue History
- Source of Business, Corporate, Market
- Shift Analysis
- Current Folio Report

Programs Reports:

- Downtime Reports
- Reprint Night Audit Reports
- Projected Guest Ledger Report – New
- Registered Guest Ledger with Guest Count
- Expected Arrivals
- Expected Departures
- Housekeeper's Report
- Advanced Deposit Ledger

RESERVATIONS REPORTS

Advanced Deposit:

- Advanced Deposit Report
- Deposits Past Due Report

Brochures:

- Brochure Report

Groups:

- Print Group Contract
- Convention/Group Prospectus
- Group Authorized & Pick Up Report
- 12 Months Group Revenue Report
- Group History Rooms Used
- Group Rooming List
- Group Master Listing
- 14 Day Group Calendar
- Group Allocation
- Group Room Control
- Groups Beyond Cut Off
- Group History Pickup
- Group Room Usage
- Client Trace Report
- Group Prospectus (3)
- Meal Count Report
- Department Tasks Report

Packages:

- Amenity Provider Schedule
- Folio Plan Amenity Report
- Package Plan Master Report

Reports:

- Historical Room Revenue
- Audit Market Codes Report
- Assigned Rooms Report / New
- Daily Market and Group Report
- Reservations Booked Report / New
- Reservations Changed Report
- Guest Origin Report
- NYYC Bookings Pace Report
- Market Code/Rate Group Report
- Conference Reservations Totals
- Daily Market Report
- Duplicate Reservations
- Charge Routed Folios
- Expected Arrivals
- Expected Arrivals by Corporate Code

Reports Continued:

- Long Form Arrivals
- Lost Business
- New Reservations by Source
- Reservations Canceled by Source
- Reservations Production
- Restricted Days
- Revenue Forecast by SRC Code
- Room Upgrades
- Transportation

Forecast Reports:

- Forecast Detail Report
- Forecast Worksheet
- Availability in a Snap Shot
- Print/Display Availability
- Forecast Report
- Forecast History Report
- Forecast Report by Market Link
- Forecast Report (New)
- On the Books Report
- Special Market Forecast Links

Room Blocking:

- Block/Assigned Rooms
- 30 Day Blocked Room Report
- Assigned Rooms Report New
- Crashed Room Block Report
- Blocked Rooms Audit Report

Travel Agents:

- T/A Activity report (new)
- T/A Activity Report by Agent Name
- Travel Agent Check History

Wait List:

- Wait List Report
- Early Arrival Check in Report

Wholesalers & Corporate:

- Daily Market
- Wholesaler Master Listing
- Disabled Corporate Rate Codes
- Print Wholesaler Guests

System Configuration Reports:

- TOR
- Security Permissions List
- Credit Card Encryption Log
- Failed Logon Report

System Configuration Reports Cont'd:

- Security Groups/User Report
- Print/View Logs
- Successful Logon Report
- User Log Report
- Print User Configuration
- Master User List

Front Office Reports:

- Market/Group/Corporate
- Market Research by Zip Code
- Room Revenue by Zip Code

Operations Reports:

- Actual Arrivals/Departures
- Add on Charges Report
- Credit Limit Report
- Group Contract (PVR)
- Car Tag Report
- Downtime Reports
- E-mail Confirmation Report
- Out of Balance Folios Report
- Folio Supplemental Report
- Gift Card Transaction Report
- Kitchen Report (Dietary & Allergies)
- Projected Guest Ledger Report (New)
- Registered Guest Ledger Guest Count
- Resort Fee Report
- COMP Market Rooms Report
- Registered Guest Ledger Adv Deposit
- Room Rates Report (Tax/Non-Taxable)
- Tax Exempt Report (New)
- Adjustment Report
- Advance Deposit Ledger
- Duplicate Reservations (New)
- Check Confirmations to Print
- Comp Rooms
- Conference Reservations Totals
- Configure Custom Guest Ledger
- Daily Market Report
- Confirmations – Forms
- Confirmation – Letters
- Downtime Reports
- Expected Arrivals

Operations Reports Continued:

- Expected Arrivals by Corporate Code
- Expected Departures
- Folio Plan Amenity
- Gift Certificate Tracking
- Guest Check Cashing
- Housekeeping Notes
- Long Form Arrivals
- Lost Business
- Out of Order Room Log
- Out of Order Rooms
- Package Plan by Room
- Print Custom Guest Ledger
- Rate Variance
- Reprint Night Audit Reports
- Reservations Production
- Return Guest Arrivals
- Room Status
- Room Status Discrepancy
- Room Transfers
- Room Upgrades
- Transportation
- Vacant Rooms
- VIP Report

Guest History:

- Players Market Download
- Guest History by Market/Group
- Guest History Contract Listing
- Package Plan History Tracking Report
- Guest History Report
- Guest History Totals
- Guest History

Transportation:

- Daily Transportation Report
- House Statistics
- Total Arrivals Report

PBX Reports:

- Guest Message Report

Concierge:

- Baggage/Package Report
- Guest Message Report

Marketing Reports:

- Club Production Report
- Historical Room Revenue
- Booking Date – Export to Excel
- Guest History by Company
- Guest History by Market Code
- Market Code Production Report
- Marketing Report
- Occupancy Statistics Report
- Market Code Rev History – Excel
- Occupancy Statistics by CRES
- Period Room Stats by Day
- Top Producers Report

Night Audit:

- Room Status Discrepancy
- Out of Order Rooms
- Actual Arrivals/Departures
- Credit Limit Report
- Rate Variance
- Comp Rooms
- Settlement
- Outlet Journal Print/Update
- POS Sales Journal
- Reprint Night Audit Reports
- Expected Departures
- Expected Arrivals
- Deposits Past Due Report
- Advanced Deposit Ledger
- Cash Journal Report
- No Sale Access
- Reprint Daily Change Summary
- Kitchen Report
- Historical Room Revenue

CONFERENCE SERVICES REPORTS

Group Reports:

- Estimated Invoice
- Meal Count Report with Locations
- Group Leader Report
- Group Revenue Report
- Group Member Arrival Report
- Group Guest Profile Report
- Group Cancellation Report
- Multi Event BEO
- Projected VS Actual Group Attendance
- Sales Person Report

Group Reports Continued:

- Detail Sheet
- Cancelled Groups
- Department Tasks Report
- Group Master Listing
- Convention/Group Prospectus
- Group Rooming List
- Group Allocation
- Group Room Usage
- Client Trace Report
- Group Trace Report
- Group Authorized & Pick Up Report
- Group History Pickup
- 12 Months Group Revenue Report
- 14 Day Group Calendar
- Group Room Control Log
- Groups Beyond Cut off

Group Configuration:

- Package Templates

Events Report:

- Daily Events Schedule
- Client Market Type Report
- Contact Master Listing
- Client Trace Report
- Event Orders by Date
- Beverage Report
- Kitchen Report
- Inventory and Setup Report
- Inventory Report
- Print Event Changes
- Print Guarantees
- Convention Summary
- Summary Event Listing
- Function Room Listing
- Standard Menu Listing
- Standard Menu Items Report

Sales and Catering Reports:

- Print Guarantees

Banquets:

- Inventory and Setup Report
- Print/Update Banquet Checks

Conference Reports:

- Convention Prospectus
- Inventory Report
- Client Trace Report

- Beverage Report
- Client Market Room Revenue Report
- Room Revenue Analysis Report
- Event Trace Report
- Convention Summary
- Daily Events Schedule
- Event Orders by Date
- Function Room Listing
- Kitchen Report
- Print Event Change Orders
- Print Event Changes
- Standard Menu Items Report
- Standard Menu Listing
- Summary Event Listing

HOUSEKEEPING REPORTS

Lost and Found:

- Lost/Found Report

Reports:

- Expected Arrivals
- Housekeeping Notes
- Housekeeper's Report
- Out of Order Rooms
- Room Attendant Production
- Section Report
- Turn Down Report
- VIP Report

ENGINEERING REPORTS

- Print Work Orders
- Print Work Order History

POINT OF SALE REPORTS

- Club Production
- Cost of Sales (Retail)
- Cost of Goods (Non-Retail)
- Cost of Goods (POS)

POINT OF SALE CONTINUED

- Closing Report
- POS Check History Discount Report
- POS tax exempt Report
- Hourly Production Report
- Item Production
- Settlement Report
- Void Settlement Report
- POS Menu Items Report
- Modifier Production
- No Sale Access
- Outlet Production
- POS Statistics
- Print Checks with Zero Amounts
- Print Individual Check History
- Print Server List
- Print Time/Tip Report
- Reprint Checks
- Server Production
- Server Tip History
- Summary Accounting
- Today's Server Reporting
- Voids
- Employee Meal Card Usage Report

INVENTORY REPORTS

Physical Inventory:

- Reprint Prior Count

Purchase Order/Receiving:

- Reprint Receipt Journal

Reports:

- Inventory List/Reorder Point
- Inventory Transactions/Exceptions
- Inventory Transactions Per Item
- Item Master List
- Inventory Valuation
- POS Recipes
- POS Sales Journal
- POS Item vs Inventory Item Report

Fore! / GolfNow Reports

The Fore! Reservations tee sheet and pro shop management application includes all of the reports necessary for efficient golfer, outing and pro shop management, as well as integrated marketing tools for outreach to local and frequent players.

Point of Sale Reports

- Variance
- Totals Only
- User Variance
- Machine Variance
- Area Variance
- User and Machine Variance
- User and Machine Variance
- Facility Variance
- Select All in Date Range
- Filter Inactive Cash Closes
- Select By Cash Closes

Sales Reports

- Sales by GL / COA Account
- Sales by Customer Reports
- Sales by Customer Type
- Sales by Customer
- Top Customers
- Sales by Fiscal Period
- Sales by Invoice
- Sales by Item
- Slow Movers
- Top Sales Items
- Item by Customer
- Sales by Item Impact
- Sales by Location
- Area
- Machine
- Sales by Salesperson
- By Invoice
- By Department

Comparative Reports

- Sales by Accounting
- Sales by Customer
- By Customer Type
- By Customer
- Sales by Sales Item

Accounts Receivable (A/R) Reports

- A/R
- Aged A/R
- A/R Transactions
- Minimums

Exceptions Reports

Invoices

- Discounted Invoices
- Manager Discounts
- Zero Transaction Invoices
- Negative Invoices
- Tax Exempt Invoices
- Out of Order Invoices
- Un-posted Invoices
- Postdated Invoices

Credit Cards

- Credit Card Overcharge
- Non-Authorized Credit Card Invoices

Reprints

- Receipt Reprints

Inventory

- Inventory Exceptions

Open Tickets

- Voided Open Tickets
- Split Open Tickets

Inventory Reports

- Invoices / Packing Slips by Report Structure
- Invoices / Packing Slips by Vendor
- Inventory Variance
- Inventory History
- Suggested Reorder Report
- Customer Orders Report
- Vendor Report
- Vendor Orders
- Open Vendor Orders

Sales Items Reports

- Item List Report
- Price Report
- Tag/Packaged Item List
- Account List
- Coupon List

Taxes Reports

- Sales Tax
- Item Tax
- Raincheck Sales Tax

Miscellaneous Reports

- Awards Report
- Gift Shop Credits Report
- Gift Certificates Report
- Journal Report
- Rain Checks Report
- Reconciliation Report
- Tips Report
- Vendor List Report

Golf Operations

- Aged Outings Reports
- Cancellations Report
- Cart Sign (print)
- Cart Summary
- Customer List by Type
- Customer Demographics

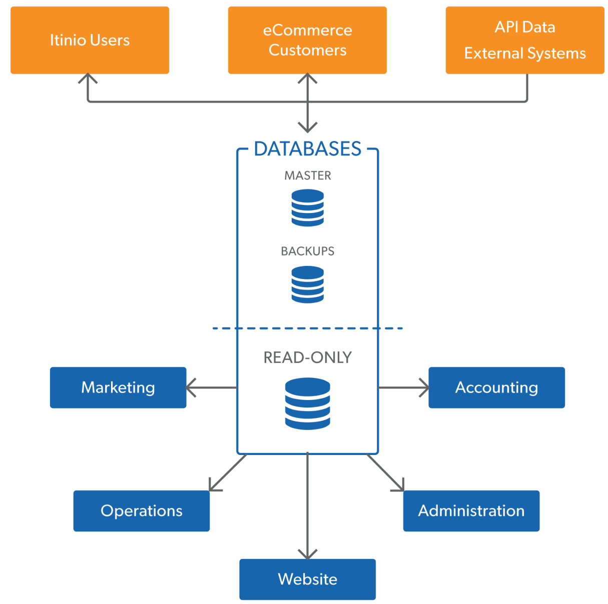
Golf Operations Continued

- Fee Summary Report
- Golf Datatech
- Permanent Tee Times
- Reservations Notes
- Reservations Summary
- Schedule Report
- Speed of Play Report
- Starter/ Ranger Report
- Utilization Report
- Weather
- Top Customer Report
- Top Cancellations
- Top No Shows
- Top Reservations
- Top Rounds

Retail Operations

- Inventory Report
- Inventory Count Sheet
- Daily Sales Report
- Barcode Labels (print)
- Discounts
- Sales by Category
- Shrink / Loss Report
- Top Sales Items
- Reorder Report
- Min/Max Inventory
- Cost of Goods Sold

C.6. Physical Database Summary



Under this proposal, and similar to the current system implementation, Itinio Reservations provides the primary reservation system for campgrounds throughout the park system, and point of sale functions for retail operations.

The centralized database for statewide customer and financial reporting is also provided under this technical scope.

This enterprise-level system is supported by Amazon Web Services, with primary hosting in the Northern Virginia regional facility, with backup and disaster recovery supported in both the Oregon and new Illinois AWS facilities (new for 2017).

The selection of these facilities provides TSP users with unparalleled reliability and system performance throughout the state.

The use of specially configured read-only databases provide robust reporting resources for use throughout the system, without degradation of system resources used for real-time transactions at the parks and online.

See Section C.8 System Security Summary, page 31.

C.7. Data Conversion

As the current provider for all systems, the scope of data conversion requirements is limited. However, a number of proposed updates to processes will require some conversion of customer information from one system to another. See example below.

In addition, centralization of the customer database will require conversion from the three systems into a database specifically configured to support customer data based on the needs of the **TSP Marketing** team. The design and scope of this project will be determined by this group and is included in the scope of this proposal.

Data Conversion Example:

One of the proposed projects for the systems is to migrate Resort Parks' Cabin reservations to Megasys in order to consolidate and streamline the accounting process, while redesigning the reservations process for these units to coordinate with Cabin reservations at other parks.

Since advanced reservations already exist in the Itinio Reservations database, a conversion process will be developed to ensure that all reservation information is retained and customers are not inconvenienced through the process. This process may utilize both data file transfers and manual entry or validation.

C.8. System Security Summary

Data security is the cornerstone of enterprise cloud-based systems today. The five primary factors in establishing and maintaining TSP data are:

- Network Security
- Application / Database Configuration
- Itinio System User Validation
- Infrastructure / Network Standards Compliance
- Enterprise-Level Data Backup & Recovery

Network Security

The first layer of security for Itinio cloud-based systems is the **PCI DSS Level 1 Compliant** service provider, Amazon Web Services. Visit https://aws.amazon.com/compliance/

Rev'd Up utilizes AWS exclusively for Itinio and custom database systems hosting.

Secure Application & Database Configuration

Itinio database applications are configured to AWS best-practices and are highly standardized for replication, security and maintenance.

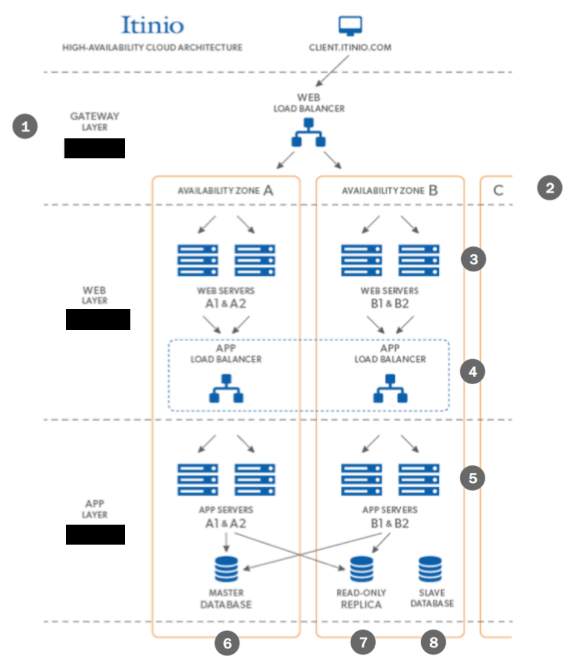
In the example here, security roles define the specific data traffic paths, network permissions and access keys are assigned to each component.

All traffic transmitted throughout the cloud architecture uses TLS 1.2 / SSL connections.

Data is encrypted in-transit throughout the system and encrypted at-rest where applicable.

The application file system is delivered through AWS EFS file system services and is mounted read-only on the respective web / application servers. This is maintained by a master cloud control server which also maintains Intrusion Detection, central monitoring, and cloud security maintenance.

The size of components, scale or availability zones and the number of instances depends on the demands of each system.



System Configuration Points:

1. Itinio systems are set up standardly with three secure and functional layers;
2. Depending on the initial scale and logistics of a system, at least two availability zones per region are required. TSP utilizes three availability zones for primary systems;
3. Multiple web servers per availability zone are provisioned according to system requirements and demand. TSP currently utilizes up to 6 mirrored web servers at a time;

4. The application load balancer(s) route traffic from the web layer to the application servers in the app layer;
5. Redundant servers in the app layer can only receive traffic from the application load balancer(s). Similar to the structure of the web layer, multiple servers are provisioned based on system scale and requirements;
6. The master database server, one of three synchronized servers, acts as the primary read/write server in the system;
7. The read-only replica database server is maintained in real-time; provides hot backup for auto-failover, and acts as the reporting server for data-intensive processes;
8. The slave database server maintains an additional real-time backup. This server takes the role of read-only replica during auto-failover.

System User Validation

The proposed systems allow clients to set the desired level of user security for each user. TSP has the ability to balance their need for restricting system access against simplifying the login process for a wide range of user-levels. All systems log user activity and include audit reporting.

Note: Systems <u>do not display or inherently retain customer credit card data</u> – instead utilizing transaction IDs (tokenization) provided by FIS/PaymentTech at the time of original purchase to facilitate refunds on processed transactions. This modern data standard substantially reduces the State's liability for loss of credit card data.

Compliance Monitoring Program

Rev'd Up utilizes the services of Trustwave® for system scanning and PCI-DSS compliance monitoring for all systems. This industry-leading service provides independent monthly, in-depth network and application scanning, as well as operating system version monitoring.

Our system engineers work directly with Trustwave services, as well as security services provided by Amazon Web Services for the purposes of maintaining up to date software and hardware versions, infrastructure security and systems testing.

Itinio, Megasys and Fore!/GolfNow systems are integrated with FIS PayDirect and are fully PCI-DSS compliant and will remain in full compliance throughout this contract.

Itinio System Data Backup Schedule

In addition to live mirroring across multiple databases, Itinio database and file systems are backed up and retained as follows:

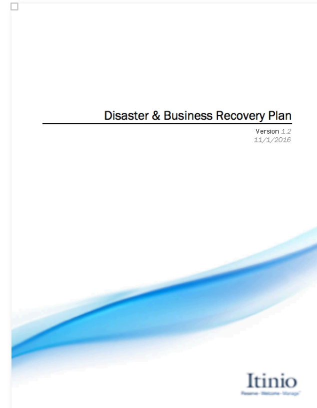
- Real-Time Backup to Read-Only Database (utilized for reporting)
- Real-Time Remote Backup (geographically separate region/zone)
- Iterative Daily Backups retained indefinitely

Backup copies of TSP data are maintained in at least two geographically separate locations across multiple databases. The current system utilizes availability zones configured in the AWS Northern Virginia region, as well as a fully provisioned, and ready backup in the AWS Oregon region. Utilization of the new AWS Illinois region is projected for 2017.

C.9. Disaster Recovery & User Communication Plan

An updated Disaster Recovery (DRP) and client/user communication plan is included in the Appendix of this proposal. The plan covers:

- Server and Network Hardware
- Databases
- Applications
- Communications Plan
- Key Personnel Contacts



This update accounts for the unique and robust backup and recovery services designed into the Amazon Web Services network. This plan also expands the recovery plan to include detailed communication planning across the TDEC/TSP user base and system subcontractors.

Upon engagement, one of the first tasks of the Project Team is to complete the DRP and distribute approved copies to all Team Members. This document then acts as the clearly defined communication plan should an outage or system failure occur.

The DRP is **reviewed annually** by the Project Team and updated as required. Changes in technology or application may require the DRP to be updated between annual reviews.

The technical leads of each system will be responsible for these updates and the distribution of updated copies to the Project Team.

Example: Power Failure Scenario

Rev'd Up cloud-based systems are hosted across multiple regions at Amazon Web Services locations throughout the USA. No one location is ever responsible for uptime and continued system access.

Should one of the availability zones fail for any reason, the other zones take up the load until the failed zone, and related resources can be restored. Substantial redundancy and elasticity is designed into the systems supporting TSP.

In the highly unlikely event that the entire AWS system becomes unavailable, no transactions are processed in the system from user end-points. This is actually more common due to power failure at the park locations. In this case, manual customer service processes are in place at the parks to continue to serve guests. Once service access is restored, manual transactions can be processed in the system.

Alternative Example: Credit Card Processing Failure

On rare occasions, credit card authorization services fail – blocking utilization of this payment pathway for some or all systems, including eCommerce activity.

All systems (Itinio, Megasys and GolfNow) have alternative customer service plans in place to deal with the infrequent, but disruptive, failure of credit card processing. Each system has a training action plan in place for these scenarios.

As an example, if the FIS PayDirect system fails, Itinio and eCommerce systems will be impacted. Itinio includes a "payment guarantee" switch that allows users and online customers to continue with purchases, but delays the processing of credit cards until the system is restored. This process is carefully monitored by the Project Supervisor and the technical team so that services can be restored as quickly as possible.

C.10. System Scenario Management

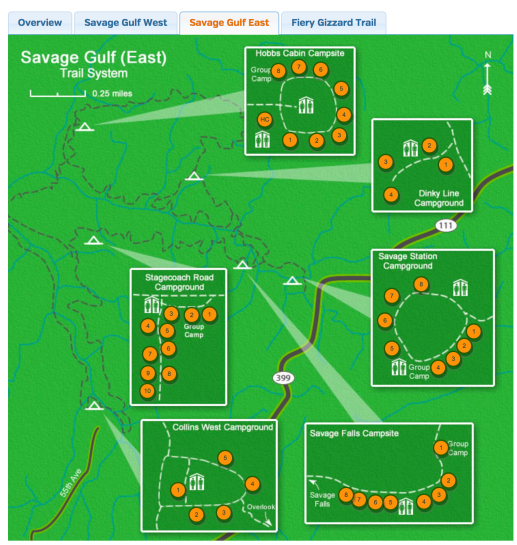
Things change. The current and proposed systems are designed to remain flexible, allowing for unexpected operational challenges that are common in outdoor recreation systems. The services and support levels provided account for changes, sometimes with very little notice.

Park Closing Scenario:

Closing all, or a portion of, a park requires a few steps as follows:

1. Future reservations must be blocked for the time period affected. This is can be performed by park staff, or by one of the designated Administrators. It is a simple process and can span a few sites or facilities, to the entire park.
2. Any customers with existing reservations that are affected will need to be contacted by park staff and/or Administrators (including Help Desk Staff) in order to either reschedule or cancel their reservation - providing refunds as needed. Note that there is no cost to the State to cancel an existing reservation.
3. The reservation system provides multiple methods for gathering lists of the affected customers - by date, site, type and campground area.
4. In cases where the park is closed to the public, but may be technically open for emergency staff (e.g. fire crews during forest fires), the reservation system provides the ability to block only online reservations for specific dates (e.g. closure tools).
5. For emergencies, where many customers must be contacted in a short time, the Project Team can engage the Help Desk staff, available 7 days a week, to assist park staff with customer contacts, changes and refunds. This support is included in the scope of this proposal.

New Park Facilities Open:



In the past 5 years, we have welcomed a number of new parks to the reservation system.

One of the most challenging was the unique implementation of the **South Cumberland State Park** system. The Itinio team visited with the South Cumberland staff on a number of occasions to specifically design their reservations process.

Unique to this system is the requirement to allow guests the ability to create an "itinerary" of different campsites on consecutive dates - and incur a single reservation fee.

Our team worked closely with the park staff and management to develop the process and supporting policies.

The initial inventory and pricing setup in the reservation system took less than a week, including 4 detailed maps. The updated itinerary process required approximately 3 weeks of development, testing and approval time once the project was cleared by Operations for implementation.

Seasonal & Promotional Fees

The central reservation system accommodates any pricing and promotional strategy without limitation. This includes multiple rate levels, holiday and weekend rates, promotional rates, coupon or date-specific discounts, and support for the use of online promotion codes.

A great, however challenging, example of flexible pricing is the special Eclipse 2017 rates implemented in the campground and Inn systems this past season to support a limited rate increase for parks and facilities impacted by the eclipse totality this coming August.

To accommodate this promotion, systems were configured to calculate essentially double rates for the 3 or 4 days spanning the eclipse weekend - automatically applying promotional rates to both online and park reservations.

In addition, reservation communication has been provided to inform customers of the promotion and link them to other added-value activities going on at the parks during this unique event.

The systems also provide robust reporting to identify the application of discounts and promotions, to meet both Operational and Fiscal requirements.

C.11. On-Site Support Services

Because the proposed systems are in current use throughout the parks today, on-site support is more focused on new features and seasonal training than overall implementation.

All systems provide both in-person and remote training as needed to ensure that all park staff and Administration users are supported with coaching and learning materials.

On-Site Implementation & Training

For new installations, or system upgrades that require additional training or process changes, the Project Team will dispatch the appropriate representatives (e.g. golf, campground, restaurant or Inn systems) to coordinate and provide in-person, hands on training.

In cases where multiple parks in an area can be best supported through a group training session, a centralized session may be set up. The team may deploy a "train the trainer" approach, along with printed materials, to provide an efficient approach to training.

C.12. Ongoing System-wide Support Plan

User, software and, where applicable, hardware support for all systems is provided continually throughout the service period and without limitation. See Help Desk Support, Section C.13.

Point of Sale and server hardware for golf locations is included in the maintenance responsibility of this proposal. Note that the current Fore! Reservations / GolfNow systems are due (in 2017) for a hard drive replacement in all systems. Rev'd Up will coordinate this effort with the TSP IT team prior to commencement of the summer season.

Server hardware supporting the Megasys systems at the six Resort Parks is the property of the State and maintained by the STS group in collaboration with the Megasys project team members that monitor the systems for performance and scheduled drive replacement.

C.13. On-Demand Help Desk Support

On-demand Help Desk assistance is available to all system users via toll-free numbers during TDEC/TSP extended business hours seven days a week.

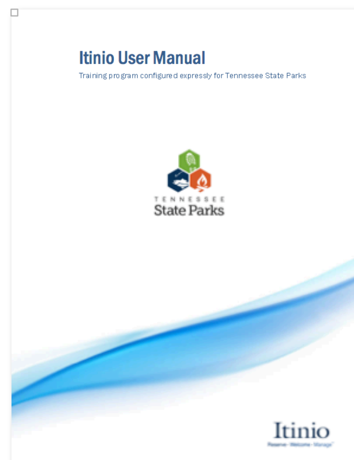
Email addresses for non-emergency assistance are also provided, with target response times well within 4 hours during business hours.

Emergency Help Desk assistance is available directly from Program Team members 24x7 - with the experience and capability to address virtually any system issue. Requests that require technical changes are also tracked using a trouble ticketing system to ensure resolution.

Phone numbers and email addresses for reaching the Help Desk are distributed to the appropriate locations and are included in training materials.

It's important to note that emergencies include any apparent system issue that is preventing a User from performing a guest transaction in real time. This can often be local network interruption, however experienced Help Desk is always available to assist park staff.

C.14. System Training & Documentation



Staff and Administration training is provided in a variety of formats to meet the needs of the parks and departmental staff using the reservations systems. They include:

- In-Person Classroom Training;
- Train the Trainer Sessions for Managers and Administrators;
- One-on-One Training at park and central office locations;
- On-demand Help Desk Support;
- Seasonal Training at park locations or via conference;
- Online Training Tools;

Itinio, Megasys and GolfNow training and help documents are integrated throughout the respective software systems. Training documentation may be updated by system administrators and Project Team members at any time. Printed training documents are primarily used for hands-on training, commonly in small classroom settings. These documents are customized specifically for TSP systems and screens.

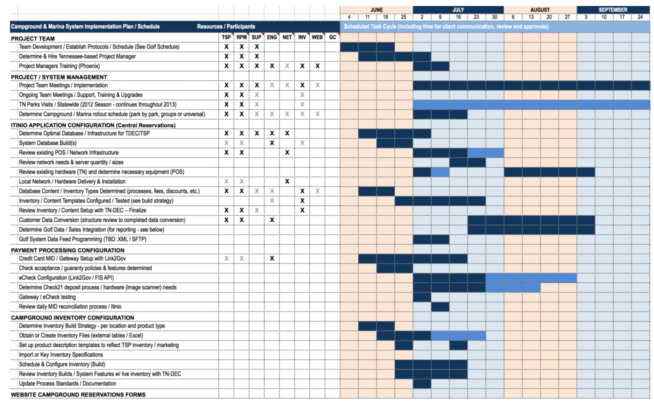
See Appendix for TSP Training Manual example.

C.15. Project Plan & Implementation Schedules

The presented project plan for this proposal reflects that the current systems will require no conversion other than continued integration efforts. A variety of scheduled projects are illustrated to provide a solid example of project planning and implementation.

Planning examples include:

- System Data Integration (Customer & Fiscal)
- Rewards (or similar) Program Development and Rollout
- Marketing Toolset Development
- Website Content Integration
- Operations Features (various)



See the Project Plan (Gantt Chart) - Appendix

C.16. Check & Payment Processing

The current and proposed reservations systems do not limit the acceptance of checks.

For 2017, the acceptance of checks at park offices is primarily limited to groups and special cases. Marina contracts, by policy and with a few exceptions, no longer accept checks for monthly slip rental payments. In this case, the Marina contract system is designed specifically to manage credit cards on file.

The Itinio and Megasys systems can accept checks based on the technology available through FIS, the State's credit card processing provider. All updates or changes in payment acceptance practices from the current processes, is included in the scope of this proposal.

Check deposit scanning, as described in C.16 is likely a service provided by the State's bank and likely falls outside the scope of the central reservation systems.

Attachment 6.3

Functional and Technical Requirements: Notes

The following notes are referenced in the worksheet, Attachment 6.3 included in the Appendix at the end of this document and are part of the Technical Response, Section C.

Note that the majority of functional and technical requirements outlined in Attachment 6.3 are currently in use throughout the TSP system. These are indicated as (A) in the attached table.

For brevity, only those (A) items requiring clarification or that provide added value are included in the comments below.

All items likely requiring system configuration (CO), customization (CU), or cannot be completed as described (N), are included in the comments below and are indicated in the table.

1. General Requirements

1.03 System Integration (A)

The proposed system is largely based on the existing systems in use throughout Tennessee State Parks. The Itinio Reservations system is utilized at all parks and office locations. This centralized system is cloud-based, accessible to all TSP users, is highly secure and can accept or feed data to and from the other systems as needed for efficient operations and integrated marketing support.

Systems supporting the Inns at the 6 Resort Parks, including the conference centers and restaurants, are specific to these unique operations. This specialized system supports a hospitality industry standard feature set as well as eCommerce.

The Inn systems are also designed to communicate between third-party systems like Itinio and GolfNow, to speed work flow and enhance guest services, as well as provide data sharing between systems. Due to State network speeds, the scale of the required data throughput and interactivity with other Inn systems (e.g. PBX), and the need for smooth operational function, each of the 6 Resort properties maintain their own locally hosted servers.

Note that consolidating the on-location hardware to a cloud-based system is within the scope of this proposal and is dependent on the stability and bandwidth available of the State networks at these locations.

1.06 Offline Functionality (A)

Maintaining tight inventory control and secure payment processing requires basic Internet connectivity. Historically the TSP network has been very reliable, with excellent uptime.

All parks are provided with offline procedures for use during downtime (e.g. power, Internet or credit card processing service). Processes are reviewed annually and revised as necessary. Process updates are communicated with Park Administrators and Managers.

Help Desk support is also available at any time in order to provide system Users with assistance during localized outages.

4. Campgrounds/Cabins/Villas/Day-Use Facilities

4.01 Online Reservations (A)

Online reservations also include program registration, permit and gift card sales. Form design is continually upgraded as website designs, TSP requirements and technology changes. Updates and design changes are included in the scope of this proposal.

4.15 Day Use Reservations (A)

In addition to full and half-day inventory resolution, the reservation system also support multiple day parts (e.g. morning, mid-day, evening) as well as hourly and half-hour time blocks for facilities and rentals.

9. Grid Format

9.04 Printing (A)

All reports may be customized for specific needs. The ability to print a sub-set of a tabulated report is a good example. Report customization is included in the scope of this proposal.

10. Map System

10.02 Campground, Marina and Facility Maps (A)

In addition to standards indicated here, TSP maps remain flexible and may be updated as facilities, sites and policies change. Custom map graphics files are also provided to TSP for use as desired.

11. Campground/Cabin/Villas/Day-Use Facilities Reservations

11.08 Restricted to State Business Rules (A)

Web reservations forms are programmed specifically to strictly limit sales per mandated TSP policies. These policies can change over time and forms may be reconfigured as needed.

Park Office reservations are often provided options to Park Staff that are not available to the public, but are necessary for the Park Operation. The Project Manager and Administration mandate these features.

11.12 Reservations Lead Time (A)

Lead-time restrictions may be determined by park and facility type. As an example, some parks with limited staff may allow online campground reservations the same day as arrival, whereas parks with cabins may elect to restrict web reservations to 24 or 48 hour lead time in order to accommodate housekeeping.

Unique to campgrounds, the parks often require the ability to reserve a site for the prior date to allow for late walk-in arrivals.

The campground, marina and Inn/Lodge systems support reservation lead-time restrictions.

11.14 Random Site or Facility Assignment (CO)

The current TSP process for campgrounds, facilities and cabins is to allow guests to select the facility of their choice – based on amenities, size, location or proximity to services. The current system is configured for this approach and all features are searchable.

The online reservation system may be reconfigured to randomly select facilities based on the strategic objectives of the described process. This change, if desired, is included in the scope of this proposal.

11.19 Printing Reservations (A)

All systems allow printing reservations (invoices) in multiple ways, as well as providing email and slip receipt versions.

Batch printing may be limited to specific reservations types (e.g. groups), hover this feature can be configured into most any of the invoice processes as needed.

11.20 Guest Marketing Tools (CO)

This proposal includes a substantial increase in the deployment and integration of Customer Relationship Marketing tools. This is a good example of these features.

In this scenario, a list of guests will be generated based on selected categories. An export of customer contacts is provided for import to Emma Mail, the current email distribution provider.

The expansion of this process, supporting all of the parks and facilities types, is included in the scope and cost of this proposal.

11.21 Ability to Save Favorite Sites, Cabins or Facilities (CO)

The ability for customers to set up and create a self-managed account, in order to support this process, requires some reconfiguration of the current system; an updated staff training plan; and slight changes to the online sales processes. This process however, is fully supported and is within the scope of this proposal.

Note that the current reservation process does not require customers to maintain self-managed accounts and passwords – by design. This approach simplifies the reservation process; is in line with modern hospitality, airline and car rental best practices; and has historically proven more successful than shopping-cart style systems.

11.22 View Existing, Past Reservations (A)

Though not currently implemented for TSP, guests can have the ability to directly view and reprint their reservations. Emailed confirmations can include links to view, as well as cancel, if desired. In addition, guests can follow tnstateparks.com website links and enter their email and confirmation number to view/print any reservation in the system.

Implementing this feature does not require customization and only minor configuration between systems. It is included in the scope of this proposal.

11.24 Collect and Save Guest Ratings and Comments (CU)

This feature will require some customization and will require the development of a scope document – including how this information is to be utilized by TSP and what marketing or decisions are dependent on the methodology.

An estimate of time and cost has been factored into the cost proposal for this purpose.

11.25 Support of Guest Requests (A)

The current campground reservation process allows guests to select their own campsite based on their unique needs and of course availability.

Guest requests presumes that campsites and facilities are assigned at random or by type only. Support of this process will require an overhaul of the reservation process.

The system however fully supports this process and can be reconfigured as needed. Online reservation forms will require customization.

11.26 Attendance Tracking (A)

All systems provide the ability to track visitation, or attendance. The parks in Tennessee however are not set up to efficiently count incoming visitors due to the lack of defined check-in points (e.g. Ranger or entry station).

The development and implementation of visitation metrics, either by algorithm or physical input for TSP is included in the scope of this proposal.

11.30 User Information and Login (A)

Online reservations require customers to provide personal and payment information only at the end of the sales process. The current process does not require customers to log in, however this may be added as an option based on marketing and program requirements.

11.32 Defined Cancel Reasons (CO)

Users, as well as online customers if desired, may be presented with a pre-defined selection of reasons for cancellation, for research purposes.

Implementation of this feature requires minor system configuration, park staff training and the development of custom reporting to support the data. This feature is within the scope of this proposal.

12. Public Website & User Experience

12.01 Web Reservations and Membership Accounts (A)

The web reservation system provides secure access to inventory, payment processing and reservation confirmation. The ability to create an optional “membership” or Guest Account can be added with minimal effort. This has been included in the scope of this proposal.

Note that the optional Guest Account process was presented to TSP for consideration as part of a marketing expansion plan. This proposal implements many of those recommendations.

12.04 Reservation Help Center and FAQs (A)

Web reservations may be modified to suit any functional and marketing requirements. Reservations for TSP are designed to be intuitive and easy to use. Dialog boxes and tool tips are provided throughout the process to assist users at all technical levels.

Today, over 70% of TSP reservations for campgrounds are made online.

12.06 Search Multiple Parks at Once (CO)

Currently, the tnstateparks.com website directs customers to both the general reservations page and to park-specific reservations, divided by reservation type (campsite, Inn room, cabins, shelters or programs).

The addition of a statewide availability search can be added to this process at any point deemed useful by the webmaster and/or TSP Marketing team. This feature has been previously presented to TSP as a marketing option available under the current contract. It is included in the scope of this proposal as well.

12.08 Partial Payments with Gift Cards (CO)

Currently, TSP policy does not allow gift cards to be used for online reservations. However a change in this policy to allow acceptance of gift cards via online forms will allow this feature to be incorporated to the online reservation process.

A minor configuration change is required, as well as policy amendments and staff training. This is included in the scope of this proposal.

12.1 Analytics Integration (A)

Google Analytics can now be updated to a universal account with cross-domain tracking (using Google Tag Manager) in order to unify traffic metrics across the system. Assistance and collaboration on improving Analytics is provided without limitation in the scope of this proposal.

12.12 Online Cancellation (A)

Current TSP policy requires customers to contact the park to cancel. This process is by design so that park staff can more closely manage inventory – as well as recover lost sales by providing a high level of customer service.

Online cancellation however is a simple configuration change to the current system and can be implemented as desired. This can reduce phone calls to the park offices, and can be convenient to many customers. It is included in the project scope of services.

Note that reservations with multiple payment methods will not likely qualify for online cancellation due to TSP accounting requirements. This is a small percentage of reservations.

12.13 Online Donations (A)

An online donation form will be added to the ecommerce program for TSP. In addition, if desired, campground, cabin and Inn reservations can include an option to donate as a part of the invoice process. This has been included in the scope of this proposal.

15. Financial Reports for Field

15.01 Reports (A) – Applies to all report requirements

The current systems provide a substantial number of reports designed specifically by and for TSP and TN Fiscal Services. This proposal includes continued report development, as well as data collaboration, export and analysis.

The continue expansion and refinement of system reports is a critical component of this statewide, integrated system. The scope and cost of this proposal include all necessary report and data management development, without limitation.

15.09 Refund Report (A)

The reservation systems can report on any transactions in the system as needed - including refunds in numerous variations.

As with all reporting requirements through the duration of the contract service period, modifications to any existing reports is included in the scope of this proposal.

16. Financial Reports for Central Office

16.03 Custom Report Requests (A)

Per 15.01 above, custom reports may be requested at any time and are prioritized by the TSP Project Manager, along with non-report requests. Many reports can be implemented within a few days to a week, whereas complex reporting, or interactive reports may take longer to develop.

16.05 Revenue Transmittal Field Report (A)

Current revenue reports may be amended at any time.

16.07 Cancellation Adjustment Report (A)

Past invoices may be reviewed at any time in all systems. A specific cancellation report may be developed as needed. Note that cancellations and reservation changes are represented similarly in all systems.

16.08 Sales and Commission Summary (CU)

This report, commonly referred to as an Executive Summary Report, can be developed to specifications spanning all revenue systems. This development is included in the scope of this proposal.

16.10 Sales Distribution Report (CU)

Similar to the Executive Summary Report, this report can be developed to span all systems and provide the sales metric (e.g. nights sold) in relation to the sales channel distribution as well as payment type. This development is included in the scope of this proposal.

16.14 Revenue Comparison Report (CU)

Comparative reports such as this may be developed as needed. Most system reports may be filtered by as of date or date range. Comparative reports such as Sales Pace and YOY Accounting reports are available and require only specifications to implement.

16.15 Comprehensive Refund Report (CU)

As with all custom reports, this report may be developed to specific requirements. The development and implementation of this report is included in the scope of this proposal.

17. Non-Financial Reports for Field

17.09 Facility Utilization Detail Report (CU)

This specialized report can be developed to specification as needed. A number of similar reports are currently available in the provided systems. These reports may provide a template for expansion. Like financial reports, customization of non-financial reports is included in the scope of this proposal.

19. Inn/Lodge Reservations

19.02 Customer Account Self-Management (CO)

The current GuestRez online booking system used by the Resort parks, using Portfolio HMS, allows guests to access their reservations to review, edit or cancel, based on the rules set by the Park operations. Guests can create online accounts to update their own contact information.

19.17 Posting Charges (A)

Using Portfolio HMS, all reservations are booked through either a Market or Group rate structure. Within those rate structures the Park has the ability to set the booking rules, whether they post a daily, weekly, monthly rate.

The system automatically assumes daily posting unless package rates are specified. Users have the ability to make changes to how charges are posted at any time.

20. Inn/Lodge Reservations, Package Plans and Guest History

20.18 FormStack Integration (A)

Portfolio HMS provides internal capabilities for tracking groups and leads through the integrated Client / Profile CRM system. This system manages communication between the property and guests, as well as manages group and event booking communication. This unique features also interacts with the Client / Individual CRM, for maintaining a more granular level of information on the individual associated to the Client, Group or Event.

22. Inn/Lodge Guest History and Marketing

22.-- Guest History Linked to Reservations Module (CO)

The Portfolio HMS Guest Profile / CRM tracks guest information including visitation history. Reporting capacities are used for summarizing guest history with the number of stays, average revenue and repeat visits. The individual screens provide an overview of guest history, while a Business Intelligence (BI) reporting tool is used to display comparative analytics.

22.02 Custom Letters / Search Engine Capabilities (CO)

Portfolio HMS offers several export routines that search the entire system and exports data, based on selected filters. The primary export routines include; Guest CRM Profiles, Guest Reservations, Check-out Reservations, Client CRM Profiles, Accounts Receivable, and Guest History. Using export functions, a User can select records (emails) to configure a personalized email distribution.

The Itinio system provides Users with the ability to send emails via the cloud-based system. Portfolio HMS users can be provided integrated access to specialized Itinio functions inside their application to simplify this process. This capability can be extended to support the Portfolio HMS uses as needed. This option is included in the scope of this proposal.

25. Lodge/Inn/Housekeeping/Front Desk/PBX

25.05 Enables Folio to be Created for Each Guest… (A)

Portfolio HMS maintains perpetual guest folio histories, including guest categories and relationships across the system.

For the folios set us as a "share-with", each guest sharing a room has their own folio for charges and settlement. For these shares, the Park has the ability to charge different rates, split the rates equally, or apply different amounts.

25.1 Different Billing Instructions by Day / Guest / Stay (CO)

Using Portfolio HMS, Inn reservations are booked through either a Market or Group rate structure. Within those rate structures the Park has the ability to set the booking rules, whether they post a daily, weekly, monthly rate.

With the initial creation of the reservation, the billing instructions by default apply to every day of the guest stay. If there are different billing rules to be applied for the stay, the User applies options from the rates/packages screen to change the amounts to applied for each day.

If a guest reservation requires different settlements based on the type of charges, the system allows for incidental folios to be created. With this setup, Users can create predefined charge routing, that allows for multiple settlements.

As an example: Business guest Room and Tax is being paid by a business, which has an account, however, the incidental charges are to be paid by the guest. This would be setup with the main folio and the "share-with" folio. The room and tax stays on the first folio and is settled by a direct bill account, while the other charges automatically go to the secondary folio and is paid via a credit card.

26. Point of Sale

26.05 Item Descriptions Field Length (A)

Itinio retail point-of-sale does not limit description length. It is optimized for eCommerce.

The point-of-sale system integrated with Megasys and Fore! Reservations (golf) is optimized for restaurant and pro/gift shop operations and requires a limit on description length for print and screen management.

26.48 Scan Checks Into System (N)

The Portfolio HMS application does not provide an interface to scan checks into the system for direct deposit. This would likely be handled through Administration access, such as FIS Datapointe or throughout the processing bank. The system does allow for recording check numbers and approval codes provided to the User for processing, similar to credit card authorization.

26.51 Open Invoice Prompts (A)

Portfolio HMS provides for a complete Accounts Receivable module which allows for invoicing, statements, charges, payments, and adjustments. There are several reports available that provide account information; reflecting any open balances and/or invoices to be processed.

When utilizing the A/R system, when the account is viewed, the system does display account information for all current and past invoices. For those accounts in default or at their credit limit, the system will prompt either reservations or groups that use the account aka direct bill account number of any pending open issues.

26.52 Customer Information Required (CO)

Customer information can be required for selected product types or processes. Care must be taken when applying system rules as to not adversely affect operational efficiency.

Reconfiguration of the current systems to meet this requirement is included in the scope and cost of this proposal.

26.53 Scan & Attach Deposit File (CU)

The systems currently support file uploads as described. A process needs to be developed for the impacted systems, along with minor configuration changes, in order to support attaching uploaded documents to records. This development is included in the scope of this proposal.

26.58 Gas Reports Detail (A)

Fuel sales reporting may be modified in any manner required by purchasing and Accounting. This is included in the scope of this proposal.

29. Retail Inventory

29.12 Hand Scanners & Inventory Upload (CU)

The POS systems deployed for TSP is optimized to support modest gift shops and camp or marina stores. The inventory maintenance system provided is designed to support ad hoc inventory counts with retroactive inventory level adjustment based on time/date of count. Inventory counts may be completed in real time on a tablet computer where mobility is required. Standard USB, inexpensive bar code scanners are fully supported.

Systems support peripheral input from inventory scanners, however a fair amount of data input customization and process development will be required to implement as described.

Programming and process development is included in the scope, but scanning and support hardware is **not included** in the cost proposal.

30. Gift Cards

30.02 Gift Card PIN Numbers (CU)

Online reservations support the ValuTec Gift Card program utilized by all TSP systems. PIN numbers are included in the current data sets and are provided on standard ValuTec Gift Cards. Online forms may be updated to accept gift cards using PIN numbers for additional validation. This process change will also allow multiple payments on a single charge. This is included in the scope of this proposal.

At this time, additional development will be required to accommodate multiple payment types using GuestRez for online Inn reservations. Currently, online Inn room reservations are limited to a single settlement code for accounting purposes.

31. Refunds

31.01 Integrated Manager Approval Forms (CU)

A new process that allows Park Managers to complete F&A refund approvals can be developed and integrated into the daily close procedure. This development is included in the scope and cost of this proposal.

31.02 Refunds on Closed Invoices (CO)

Itinio supports Inventory and payment adjustments on closed invoices according to GAAP. Historical accounting cannot be changed, however Inventory Item Adjustments can be made reflective of the actual posting dates, but associated with the original transactions.

The Portfolio HMS allows for refunds to be made to any past Guest Folio or Accounts Receivable Invoicing. Depending on where the refund is to be applied, the user, with security rights, can go directly to the folio or account to make the adjustment.

With Folios, the user pulls up the guest history folio, makes the adjustment entries and saves the folio. During the nightly process, only the adjustment is processed through the accounting system. The user can then reprint the guest folio, reflecting the past charges and any correction made, on the same folio.

32. Marina Registration, Management and Map System

32.07 Changing Allocated Slips (A)

Itinio supports drag and drop functionality where appropriate. The Itinio/TSP Marina program commonly requires multiple marina maps which eliminate this functional ability. However changing allocated slips in the Itinio/TSP system requires only a single click (selection) of the target available slip. The change is recorded immediately and the contract is amended to match the new slip allocation. In addition, rates and policies are adjusted.

32.08 Online Slip Rental Payments (A)

The current Itinio/TSP Marina program supports online payments – however the current policy is to maintain a credit card on file in order to automatically charge an Owners' card according to their moorage contract. This precludes the need for providing online payments.

If this policy changes, online payment capability will be provided as described. Note that with a few exceptions, TSP policy discourages checks for monthly slip payments.

32.12 License Administration (A)

Permit or annual license sales are fully supported in the Itinio/TSP Marina system. Online pass sales and in-park validation can be added at any time.

32.21 License Log (A)

Similar to above, licenses or permits administered in the Itinio/TSP Marina systems can also support a fulfillment and status log. This is typical of custom reports that are provided without limitation in the scope of this proposal.

32.23 Online Contract Renewal (A)

Online Moorage/Storage Contract renewal is supported and can be added at any time. In addition, automated reminders can be emailed to Owners before their unique deadline as a courtesy to promote online renewal.

32.26 Seasonal Reservations (A)

TSP marina contract terms are by individual contact and not impacted by season or year. If this process changes, the system can be reconfigured to meet the new requirements.

32.27 Waiting Lists (A)

Itinio fully supports the implementation of waiting lists. Park Staff can modify the content collected on these lists to suit specific needs. Lists are searchable and easily updated.

32.3 Multiple Boats Single Slip (CO)

The current Itinio/TSP Marina configuration is set up for one boat (contract) in a designated slip at a time. The contract is linked to the watercraft and not a specific slip. This allows boats to be moved freely from slip to slip as the Operation dictates.

The system can be configured for a change in business rules at any time. This is included in the scope of this proposal.

32.32 Online Slip Reservations (A)

Online transient slip reservations can be added at any time. Similar to campground reservations, all business rules, as well as customer requests can be included in the reservation process. This is included in the scope of this proposal.

33. Customer Reward Program

It should be noted that the development and support of a new Rewards Program requested here for implementation throughout the state parks system, potentially represents a marked functional and operational process shift, with an impact across all departments as well as a permanent change in customer behavior.

And while the integrated systems (Itinio/Portfolio HMS/GolfNow) **all fully support rewards** or affinity programs of this type; with only basic configuration, and without limitation; the cost of implementing, promoting and maintaining such as system can add substantially to operational costs on many levels.

In addition, the continued and growing liability of rewards “points” or customer credits adds an additional accounting requirement to the State. The revenue impacts of an additional “discount” program, on top of discounts currently mandated for TSP, should also be factored into future financial projections. These factors will require another level of financial reporting and control supported by all systems.

So, while the proposed systems can fully support a statewide rewards program, the presented scope is not adequate for us to provide the State with an accurate and fair program cost. The concern is that an attempt to fully anticipate this program, beyond the scope of a simple promotion, would unnecessarily bloat the cost proposal and not be in the State's best interest.

Support for the proposed Rewards Program is included in the functional and technical scope of this proposal, but **may not be fully reflected in the cost proposal** at this time. We recommend this as a point of discussion during negotiation.

Once TDEC/TSP confirms the implementation and scope of a customer rewards program, our team will fully participate in the development of an implementation plan without limitation. We can assist TSP with the development of an accurate cost/benefit plan as well as ongoing support for marketing and staff training.

At that point, with a complete Rewards scope and marketing plan in place, we can review the full cost of implementation and ongoing support for a successful marketing program.

33.04 Rewards Points Accounting (CU)

While all three systems support affinity program points accounting, each system will need to be configured or customized based on the scope and award details of the defined program. This should be able to be completed within the scope of work, however, as mentioned above, it is difficult to provide detail without a more clearly defined scope.

33.09 Rewards Points Account Merge (CU)

Rewards accounting in all systems is based on an assigned program number, similar to an Airline Rewards program. Rewards points are accumulated and applied (as credit) based on this number. Program policy can determine if and how program numbers can be combined. It is likely that this will require customization in one or more systems in order to comply with this process. As mentioned above, a project scope for a statewide rewards program should provide direction for this development.

36. Credit Card Processing

36.04 Electronic Signature Capture (CO)

Itinio system may be integrated with electronic signature pads to include signatures with a card-present credit card transaction. The cost of development and implementation is included in the scope of this proposal, however the cost of peripheral hardware is not included.

Note that updating the in-person sales process to capture signatures with credit card sales should be state-wide and not limited to a few locations.

37. Journal Vouchers

37.01 Create Folio as JV (CO)

The Portfolio HMS has the capabilities of creating guest folios, that include Journal Vouchers. Configuration discussion will be required to determine how ‘speed chart numbers’ (aka chart of account keys) are to be implemented. Currently, the speed chart number can be recorded on the folio.

37.02 Attach JV Docs with Transaction (CU)

Throughout Portfolio HMS there are areas where additional documents can be attached to a record. As an example; a Certificate of Insurance can be linked to a Group / Client record. Forms can be associated to an Accounts Receivable account. To allow JV documents to be attached to a folio, some modification of the application and process is required.

37.03 Error Message for Missing JV Docs (CU)

Based on requirement 37.02, above, if a JV requires attachment of a document, the system can be configured to prompt the user of the missing field. This is similar to setting up required fields on a reservation or other process in the system.

41. Fuel Tickets / Work Orders

41.01 Fuel Tickets and Work Orders (CU)

The Itinio central database can be configured to accept external data to support practically any field process. A similar example in use today is the processing of offline sales totals from swimming pools at various parks.

In addition to data entry capabilities, customized reports can be developed to support the management and reporting process for each. This is included in the scope of this proposal.

41.02 Equipment Tracking (CU)

Similar to above, data fields can be set up in the Itinio central database for collecting information from Users based on the data entry processes necessary to support the required reports. Custom reports and output can be configured to meet the needs of the process.

42. Petty Cash

42.01 Tracking Petty Cash Process (CU)

A petty cash tracking process can be developed in collaboration with F&A and Operations in order to more accurately track and audit petty cash balances and entries. The challenge for some operations will be the consolidation of multiple petty cash funds into a workable program for the operation. The systems at each operation can be configured to provide direct reporting to the Edison system.

This custom process is included in the scope of this proposal and includes training and policy development.

43. Bad Checks

43.01 Bad Check Customer Tracking (A)

The systems in use today can flag customers for any number of reasons. Alerts are provided to the User. Note that customer records retained by State Parks may be considered public. Caution is advised when categorizing customer records with potentially personal information that could be considered a liability to the State.

Appendix

Table of Contents

David McLean

Vice President / CFO – Rev'd Up, Inc.
Phone: 602-421-4029 | Email: dave@itinio.com

Company Responsibilities

Dave is primarily responsible for accounting process development for Itinio systems clients. He has supervised the fiscal implementations for both Tennessee and Arizona State Parks and continues regular meetings with both teams, as well as overseeing numerous technical projects and process updates.

While Dave's background is accounting, he is an experienced HTML and data systems analyst, and assists the engineering team with system configuration, testing and project specifications. Within the Itinio system, he also supports business intelligence implementation, report development, testing, and documentation.

Experience

Rev'd Up, Incorporated ~ Vice President / CFO 2002 to Present

- Provides direction and management of major client accounts.
- Oversees system configuration, inventory & fiscal strategies.
- State parks Accounting process engineering and development.
- Responsible for managing timelines and technical resources for the application team.
- Company financial advisor and vendor-partner administrator.

America's Baseball Camps ~ National Camps Director 2000 to 2002

- Administration for national youth camps company responsible for expansion throughout North America.
- Program development for a range of participant age groups and skill levels.
- On-field Camp Director and Coach for youth baseball camps.
- Website management and content development.

Education

United States Sports Academy

Eastern Oregon University
Bachelor of Science in Business Administration, Accounting

New Mexico Military Institute
Associates of Arts in Business Administration / Business Law

Mark Jewart

CEO / President - Megasys Hospitality Solutions
Phone: (918) 743-0100 | Email: mjewart@megasyshms.com

Company Responsibilities

As President of Megasys, Mark brings over 18 years of leadership, customer service, development, support and marketing experience to the Project Team for Tennessee State Parks . His industry experience and insight into hospitality best-practices in a public sector environment will continue to provide value to team in the areas of operational efficiency, revenue generation and process development.

Experience

Megasys Hospitality Systems ~ CEO / President 1998 to Present

- Responsible for the overall operations of Megasys, which include development, new products and services, customer service, technology support, negotiations, contracts, staff, sales, marketing, branding, etc.
- Oversee the workflow of the development staff, providing direction on technology needs to support the client base and the future of the company.
- Establish company vision and goals that are aligned with the requirements of the market segments serviced and ensure the departments support the vision and goals.
- Work as a project leader on all high-level projects, major implementations or multi-property clients.
- Responsible for the ensuring growth in the company through Sales and Marketing in multiple market segments.
- Maintain continued knowledge in the focused market segments to ensure products and services required are fully met and executed.

Puritan / Churchill Chemical Company ~ Director, Technology 1987 to 1998

- Responsible for the overall technology requirements within the corporation, for both hardware and software requirements.
- Managed project times lines for all activity required by multiple departments, ensuring resources were available for successful completion of projects.
- Support the needs of the corporation by providing assistance and a reporting based on the data collected in the enterprise management systems.

Education

DeVry Institute of Technology
Bachelor of Science, Business Operations, minor in Business Accounting, Marketing

GA Institute of Technology
Associates in Computer Science

Suzanne Schill

Account Supervisor – Rev'd Up, Inc.
Phone: (480) 444-6358 | Email: suzanne@itinio.com

Company Responsibilities

Suzanne brings over 25 years of project management, digital marketing and global e-commerce experience to the Rev'd Up team. She is instrumental in the development and resource-planning for state and county parks implementations and ecommerce efforts.

She is responsible for day-to-day resource and support management for Itinio system clients - with her exceptional enthusiasm, creativity, and a detailed focus on timely, accurate execution.

Experience

Rev'd Up, Incorporated ~ Director, Client Development 2015 to Present

- Project Manager for new client implementation;
- Project resource planning, prioritization and allocation;
- Training programs development;
- Itinio Inventory & Quicksale Configuration and Training;

GoDaddy ~ Senior Manager, Online Sales & Marketing 2011 to 2015

- Managed the website pathway for largest product line - domains product pathway - producing over $191M in annual sales;
- Coordinated projects to deliver revenue growth, site enhancement, customer experience improvement, long-term customer engagement and loyalty, and new product launches.

Yodle ~ National Relationship Manager 2010 to 2011

- Responsible for the direction and management of national and franchise strategic accounts.

SkyMall ~ Manager, Airline Marketing 2005 to 2010

- Managed airline partnerships and marketing programs for 8 airlines.
- Served as affiliate marketing channel publisher of 4 loyalty online shopping portals.

Education

University of Arizona
Bachelor of Science, Business Administration

University of Notre Dame
Business Administration & Management

Scott Painter

President / CEO - Rev'd Up, Inc.
Phone: 602-421-4030 | Email: scott@itinio.com

Company Responsibilities

Scott is a company founder, with a professional background in consumer marketing communications and brand strategy. Scott's focus is ensuring that Itinio system development, partner system integration, and client implementation considers the impact on both field users and customers.

Experience

Rev'd Up, Incorporated ~ President / CEO 2000 to Present

- Company management; resource and financial oversight;
- User Interface Development; technical and design team oversight;
- Project team member / Client management liaison;
- Oversight and direction for the implementation of Itinio clients, today representing hundreds of locations throughout North America, with thousands of concurrent users supported by Itinio systems;

ARAMARK Corporation ~ National Marketing Director 1997 to 2000

- Primary responsibilities included marketing development and execution for National Park Service concessions locations including; Lake Powell Resorts & Marinas, Denali National Park Resorts, Shenandoah National Park Lodges, Mesa Verde National Park, and others.
- Managed $6.5M marketing budget, responsible for $220M in annual sales.
- Deployed the first websites and for ARAMARK-managed parks in 1999.

Harris & Love Advertising / Marketing ~ VP Southwest Region 1995 to 1997

- Primary responsibilities included managing the southwest offices of Harris & Love Advertising, based in Salt Lake City, Utah with clients including; Fred Meyer / Kroger Foods, Blue Cross Blue Shield, McDonalds, Utah Office of Tourism and ARAMARK Parks & Resorts.
- Developed, field tested, and launched the first grocery rewards card program; Fresh Values; in the western USA (CA, WY, MT, ID, UT, AZ, NV & TX).

Education

University of Utah / College of Business

Kim Apgar-Heirich

Professional Services Manager
Phone: (918) 743-5454 | Email: kheirich@megasyshms.com

Company Responsibilities

Kim brings over 8 years of leadership and customer service to Megasys, utilizing her background in Hospitality. Kim oversees the entire Professional Services team, assisting in all client needs, on a daily basis. She is also responsible for the successful installation and training of products and services provided by Megasys, for both current and new clients.

Experience

Megasys Hospitality Systems ~ Professional Services Manager 2008 to Present

- Account Manager for clients.
- Manage software implementation and new product installation for current and new clients.
- Manage the Professional Service team in planning, implementation and writing of all manuals for software products, designing and training of all curriculum and training materials either remotely or on site.
- Manage the execution of consumer research to further support rationale for product development and positioning within the marketplace.
- Work with Clients regarding retraining and customization requests.
- Provide demonstrations of software to prospective clients.
- Provide ongoing product education to staff.
- Improved issues tracking process to allow for quicker resolution of questions and issues.

Baymont Inn & Suites / La Quinta ~ Night Auditor 2008 to 2008

- Responsible for running nightly reports, cash handling, and performing special accounting procedures;
- Provide Front Desk guest support services for in-house Guest.

Embassy Suite ~ Front Desk Clerk 2007 to 2008

- Perform Front Desk duties of assisting all guest needs during their stay;
- Provide check-in, check-out and other charge posting needs of the Guest.

Education

Rogers State University
Bachelor of Science, Business Administration and Accounting

Central Technology Center
Associates in Business and Computer Technology

Nicco Figley

Professional Services, Assistant Manager
Phone: (918) 743-5454 | Email: nfigley@megasyshms.com

Company Responsibilities

Nicco brings over 16 years of leadership and customer service to Megasys. When he is not assisting with clients and staff, he is overseeing new client Installations, training and customer support services for a wide variety of cleints. Nicco most recently has acted as co-project manager for the installation of 18 KY State Park Resorts.

Experience

Megasys Hospitality Systems ~ Professional Services Asst. Manager
2015 to Present

- Provide day to day customer support for all incoming client requests, while assisting staff on their support calls with clients.
- Manage software implementation and new product installation for new and current clients;
- Assist with management the Professional Service team in planning, implementation and writing of all manuals for software products, designing and training of all curriculum and training materials either remotely or on site;
- Work with Clients regarding retraining and customization requests.

The Gadget Company ~ General Manager
2013 to 2015

- Responsible for the entire business operation including sales, merchandising and ordering, advertising, customer service, finances, POS, etc.;
- Provided one on one customer service with various accounts for client, customer or retirement gifts and services.

Sports Authority ~ Sales Manager & Merchandise/Visual Manager
2010 to 2013

- Analyzed reports to identify opportunities to develop and execute plans that exceeded Sales Budget and Key Selling Metrics;
- Established and communicated daily, weekly and monthly goals to Sales Team as well as methods to achieve set goals;
- Planned, organized and executed multiple large scale projects including: Yearly inventory, remodeling, major sales such as “Black Friday”, and national sales contests;

Education

Oklahoma State University
Bachelor of Science, Business Management and Administration, Minor in Marketing

Del Mar College
Associates in Liberal Arts

Chase P.V. Fleming

Senior Manager, Regional Sales
Phone: (407) 618-6293 | Email: Chase.Fleming@GolfChannel.com

Summary of Qualifications

Regional Sales Manager, with knowledge and experience in customer relations, ethical business practices, task management, cross-operational solutions and financial analysis. Computer proficiencies include data analytics, Microsoft Office, WebEx Conference Software, and Sage Sales Logix Customer Relationship Management software.

Personal qualities include creative problem solving, strong written and verbal communications skill, self-motivating and adaptable to team and leadership responsibility.

Experience

NBC Sports – Golf Channel – Golf Now 2012 to Present

- Consultative business approach based on market trends and historical information to make data driven decisions in order to help businesses grow their bottom line;
- Actively delivering and managing revenue by improving partner relationships and acquisition;
- Course Sales Associate assisting golf course operators with day to day revenue management, tee time distribution, and digital marketing in the Southeast, Mid-Atlantic, and Central marketplace (December ’12 – July ’13);
- Market Manager; Dallas marketplace, responsible for 3 million+ dollars in revenue in 2014 (August ’13 – August ’14);
- Sr. Market Manager; Atlanta marketplace, responsible for 4 million+ dollars in revenue in 2015(September ’14 – December ’15);
- Sr. Regional Sales Manager; Gulf Coast Region – responsible for acquisition across a 6 state portfolio consisting of 8 markets (January ’16 – Present).

Education

Samford University
Bachelor of Science, Sports Administration

Andrew Pitts

Vice President, Engineering / CTO - Rev'd Up, Inc.
Phone: 602-421-4031 | Email: andrew@itinio.com

Company Responsibilities

Andrew is the software and systems lead for Itinio Reservations, is a company founder and Director and heads up a talented and passionate technical team.

He is responsible for the innovations that have led the continued development of the Itinio platform and e-commerce applications since 2000. As our system lead, Andrew also oversees our AWS cloud, data center networks, and system security.

Experience

Rev'd Up, Incorporated ~ Vice President, Engineering / CTO — 2000 to Present

- Lead Engineer for the Itinio application suite;
- Cloud-Network Engineer / AWS Partner
- MySQL / ColdFusion / Linux / Apache
- Technical Project Management
- Systems Research and Development

Rotric Pty Limited ~ Programmer / Consultant — 1994 to 1995

- Business development and fiscal systems support.

BIS Banking Systems ~ Systems Programmer — 1987 to 1994

- Application development and support for Midas Banking system software.
- IBM S/36, S/38 and AS/400 application development.
- Tested and incorporated software patches supplied by Malaysian application support team.
- Provided after-hours support for mission-critical Foreign Exchange dealing room systems.
- On site system installation / upgrade for Midas system software.

Education

Arizona State University
Bachelor of Science, Engineering ~ Summa Cum Laude

University of Utah
Undergraduate Studies

Charles "CJ" White

Director of Technology and Development
Phone: (918) 743-5454 | Email: cwhite@megasyshms.com

Company Responsibilities

CJ brings 17 years of technology, design, development, and customer services to Megasys. The past 12 years have been dedicated to the successful development of products and services provided to our clients. His primary role is to continue enhancing the product development for our current and new clients.

In his earlier years with Megasys, he was the primary technical installation tech for TN State Parks. He continues to advise and work closely with the technical teams of our state park clients and their data centers.

Experience

Megasys Hospitality Systems ~ Dir, Technology and Development 2005 to Present

- Management of Application Development and Technology Department and all associated projects;
- Oversee the Research and Development team on new technologies, including new products to provide to current and new clients;
- Coordinate application development projects for legacy software in addition to new and special applications;
- Coordinate technical support tickets, assignment to technicians, and follow up with customers and end users;
- Manage corporate network environment, including Active Directory user management, Exchange email administration, coordinating with LOGIX firewall administration;
- Coordinate Data Center deployment and cloud development efforts with 2 different data centers, providing cloud hosting for clients;
- Manage communications between the development department and other departments within the business meeting company objectives;
- Designing and developing custom enterprise level hospitality management system using C#.Net, WinForms, Developer Express Suite, Microsoft SQL and Visual Studio 2010;
- Manage the existing stable of products and lead the ongoing development of enhancements to support increased value to customers.

Education

University of Phoenix
Bachelor of Science, Information Technology

United States Army
Special Languages – Arabic, and Voice Communications

David Hagen

Network Engineer / Ecommerce Design - Rev'd Up
Phone: (602) 405-5574 | Email: dhagen@itinio.com

Company Responsibilities

David permanently joined Rev'd Up two years ago as the newest team member after a summer internship with our team from UofA. His modern design and client-side application development skills have earned him a lead role in the development of major client projects throughout the company.

David splits his time between Itinio network engineering and User Interface design - primarily mobile-ready ecommerce forms and field-oriented Itinio application tools. David recently headed up the deployment of mobile-friendly reservations forms for San Mateo County Parks in California and San Juan County Parks in Washington; as well as a complete web design update for Maricopa County Regional Parks in Arizona.

He joined the Itinio Engineering team last year as a network assistant and today helps our team maintain the many AWS client-networks that support our systems.

Experience

Rev'd Up, Incorporated ~ UX Designer / Programmer 2014 to Present

- Provides design for customer interfaces, websites and e-commerce forms;
- Leads mobile-development group in design and standards implementation;
- Develops stand-alone apps and mobile forms for specific field use;
- Network engineering assistant to Itinio application team;
- Developed and maintains online data collection and reporting API for Best Western Rewards in North America for the Itinio hospitality team;

Think Tank, University of Arizona ~ Interactive Designer 2012 to 2014

- Designed interactive content and page layouts for digital publications, as well as other marketing materials for the learning center.

Education

University of Arizona
Bachelor of Fine Arts / Visual Communications

Trustwave®

PCI DSS Certificate of Compliance

6294-313B-80E7-6505

Self-Assessment Questionnaire

Status: **Pass** 2016-04-18 13:46:24, valid through 2017-04-18

Version: SAQ D 3.1

Attested By: David McLean, Principal

Vulnerability Scan

Status: **Pass** 2017-01-05 12:50:57, valid through 2017-04-05

Scan Vendor (ASV): Trustwave

Awarded To: Rev'd Up Inc

Client Authorization: David McLean

Sign Name Print Name

This signed contact at Rev'd Up Inc agrees to the accuracy of all information provided within TrustKeeper PCI Manager

To maintain compliance, the above named client (referred to below as "CLIENT") must be aware of and validate against its individual requirements as set by the Payment Card Industry Security Standards Council and the payment card brands. For information on requirements, please visit www.pcisecuritystandards.org. In addition, CLIENT must continually identify and provide to Trustwave information regarding any new system that stores, processes, or transmits cardholder data, so that this system can be included in the scope of the validation process. This certificate is valid through the expiration date stated above. It is CLIENT's sole responsibility to achieve and maintain compliance with the card association security requirements and obtain validation on at least a quarterly basis. Trustwave makes no representation or warranty as to whether CLIENT's systems are secure from either an internal or external attack or whether cardholder data is at risk of being compromised. This certificate of self-assessment is based on unverified information provided by CLIENT and is for the sole purpose of identifying attestation for compliance by CLIENT and cannot be used for any other purpose without the express written consent of Trustwave's legal counsel.

Participating organizations: Visa® Europe, Visa® Inc., MasterCard® Worldwide, American Express®, Discover® Financial Services, JCB Co., Ltd.

Rev'd up Corporate Status / Company Directors

Collapse | Expand

Corporate Inquiry

File Number	Corporation Name	Check Corporate Status
09626146	REV'D UP! INC.	Check Corporate Status

Domestic Address

727 E MARYLAND AVE
PHOENIX, AZ 85014

Statutory Agent Information

Agent Name: SCOTT PAINTER

Agent Mailing/Physical Address:
3111 N MANOR DR E
PHOENIX, AZ 85014

Agent Status: APPOINTED 09/13/2000

Agent Last Updated: 08/26/2004

Additional Entity Information

Entity Type: BUSINESS	Business Type: TECHNOLOGY (GENERAL)
Incorporation Date: 9/13/2000	Corporation Life Period: PERPETUAL
Domicile: ARIZONA	County: MARICOPA
Approval Date: 9/13/2000	Original Publish Date: 11/20/2000

Officer Information

Name	Title	Address	Date of Taking Office	Last Updated
SCOTT PAINTER	PRESIDENT/CEO	3111 N MANOR DRIVE E PHOENIX, AZ 85014	05/01/2014	07/28/2016
SCOTT PAINTER	SECRETARY	3111 N MANOR DRIVE E PHOENIX, AZ 85012	05/04/2002	07/28/2016
ANDREW V PITTS	VICE-PRESIDENT	3111 N MANOR DR EAST PHOENIX, AZ 85014	05/01/2014	07/28/2016
DAVID MCLEAN	VICE-PRESIDENT	610 W PALMAIRE PHOENIX, AZ 85021	05/01/2014	07/28/2016

Director Information

Name	Title	Address	Date of Taking Office	Last Updated
ANDREW V PITTS	DIRECTOR	3111 N MANOR DR EAST PHOENIX, AZ 85014	05/01/2014	07/28/2016
DAVID MCLEAN	DIRECTOR	610 W PALMAIRE PHOENIX, AZ 85021	05/01/2014	07/28/2016
SCOTT D PAINTER	DIRECTOR	3111 N MANOR DRIVE E PHOENIX, AZ 85014	05/02/2002	07/28/2016

ID	Business Requirements	Priority	Respondent Response (A/CO/CU/N)	Respondent Comments	Score
1.00 General Requirements					
1.01	Is fully functional and is currently and verifiable operating, in a production (non-test) environment, at other customer locations, in a similar computing environment of scope and scale.	H	A		5
1.02	Does not contain any clock, timer, counter, or other limiting or disabling code that would cause the software to be erased, corrupted, made inoperable, or other wise rendered incapable of performing in accordance with the Department requirements.	H	A		5
1.03	All parts of the system are fully integrated to eliminate duplicate data entry and storage. All data files must be encrypted at rest and in flight in accordance with FIPS 140-2 and will be stored in a central location. Existing data will be migrated and integrated into new system.	H	A	Notes Section Page 00	5
1.04	Ability to selectively download (share and export) information into other software programs such as industry standard spreadsheets, database management tools, query tools, reporting tools.	H	A		5
1.05	The system uses the same general interface for reservations made in the field and online. There will be some differences, but should have a common look and feel and will interface with web site www.tnstateparks.com. The awarded vendor will be provided style sheets to use in order to comply with the branding standards.	H	A		5
1.06	System will provide some method of offline functionality in the event of lost connectivity.	H	A	Notes Section Page 00	5
1.07	System will use validity checking and will highlight fields in error and describe what information that is required.	H	A		5
1.08	System must allow for a range of security levels. Levels must be able to be added or deleted as operational needs change.	H	A		5
2.00 - Dates, Times and Currency					
2.01	Allows end-user to either type dates manually or select a date from a pop-up graphical calendar. A pop-up calendar is conveniently available on all date fields.	H	A		5
2.02	Automatically translate time, date, and currency entries into a consistent format used throughout the system even if the end-user enters a variation (e.g. user enters 9am but the system translates it into 09:00 am automatically and immediately.	M	A		5
2.03	Ability to handle the military time format as input. (e.g. 14:15 would be automatically and immediately converted to 2:15 pm).	L	A		5
3.00 Names and Addresses					
3.01	Ability to record and maintain customer information. System automatically informs end-user if a duplicate customer name/address entry is about to be added to the database and denies the duplicate entry. The existing name/address may be used or updated with new information.	H	A		5
3.02	System informs administrative staff of customer accounts that have been inactive (unused) for a specified period of time. (e.g. John Doe account has not been used for three years, should it be archived?)	M	A		5

3.03	Ability to group individuals into families and organizations (e.g. John and Jane Doe belong to the Doe family living at 123 Main Street; John also belongs to the Boys Scouts organization).	M	A		5
3.04	Ability to retrieve customers by customer number, last name and first name, phone number, address or organization name, etc. for all customers for any park.	H	A		5
3.05	Ability to view an individual's, family's or organization's entire registration, reservation, program and payment history at any time from any workstation in Tennessee State Parks.	M	A		5
3.06	Allows people to belong to more than one family or organization without creating two separate records.	M	A		5
3.07	Ability to move individuals from one family or organization to another without re-entering the information.	M	A		5
3.08	Ability to merge client reservation/registration history from duplicate records (e.g. the same person has been accidentally entered into the database twice).	M	A		5
3.09	Ability to add fields to create a customer profile, capture customer profile data and track by geographic area.	M	A		5
3.1	Ability to flag customers (e.g. customers who need special attention or have had prior park violations).	M	A		5
3.11	Ability to record internal-use-only comments about the customer/organization.	H	A		5
3.12	Ability to print mailing list address labels individually or in batch form based on the type of group, type of facility reserved, etc.	M	A		5
3.13	Ability to record the names of all persons staying at a campsite, inn, or cabin.	M	A		5
3.14	Customer vehicle information including license plate with the client file for future use in the history file.	M	A		5
4.00 Campground/Cabins/Villas/Day-Use Facilities Setup					
4.01	System must be capable of taking advanced reservations for all campgrounds, cabins, inn rooms, marinas, day-use facilities (including picnic shelters, community buildings, etc.) and golf tee times by phone, walk-in or online website.	H	A	Notes Section Page 00	5
4.02	Advanced reservations must also be able to be completed through a field application in a park office.	H	A		5
4.03	Ability to set up campgrounds and sites within each campground. Include campground location (e.g. address, park, major intersection), including directions from major roadways and information about parking facilities, equipment and amenities (e.g. showers, playground, cam store).	H	A		5
4.04	Ability to view maps or other visual representation of campsites occupied, vacant and available for reservation or allocation.	H	A		5

4.05	Ability to record available dates for each campsite and multiple reservation restrictions specific to a campsite (e.g. ADA sites)	H	A		5
4.06	Reservations can be copied and/or moved from one campground to another without retyping all data.	H	A		5
4.07	Ability to indicate if a campsite is out of service.	H	A		5
4.08	No restrictions on the number of campsites in each park to allow for future growth.	M	A		5
4.09	Find reservations already in the system that could be affected by the closure of campsites.	H	A		5
4.1	Ability to update / change campsite information.	H	A		5
4.11	Ability to categorize campsites by type, park, special features, etc. (e.g. water, electric, handicap, premium, etc.)	H	A		5
4.12	Ability to electronically load reservation data from current system so that no reservation or customer data will be lost.	H	A		5
4.13	System must have the flexibility to deal with unique conditions or requirements between parks such as varying minimum stay requirements within the same park based on the time of year and sales channel, such as no minimum stay requirement for field reservations and different stay minimum stays for peak season and the off season.	H	A		5
4.14	System must have the ability to easily CHANGE minimum stay requirements for a defined time period. For instance, if there is a cabin/villa with a 7-night minimum stay and there is a 7 night period not sold, the system must allow the minimum stay period for this 7 night period only to be changed to a 2 or 3 minimum requirement for reservations.	H	A		5
4.15	For Day Use Facilities only, the system must be able to allow both half-day and full-day reservations for designated facilities.	M	A	Notes Section Page 00	5
4.16	Ability to place any sites or facilities on hold for administrative or maintenance purposes. Those that are placed on hold must be removed from the available inventory and must not be subject to reservations during the hold period until released by the park staff. It is desired that a log of the user be included with any hold mandatory comments why site is removed from inventory.	H	A		5
5.00 Fees					
5.01	System should identify and distinguish between all types of use fees and income transactions, reservation fees, cancellation fees, change fees, and point of sale items, discounted fees, and registration fees.	H	A		5
5.02	System will charge a reservation fee automatically for each reservation booked. This fee is in addition to the use (camping, cabins, etc.) charge for all site types.	H	A		5
5.03	Under specified circumstances, provide a refund of fees.	H	A		5
5.04	System will charge a reservation fee automatically for each reservation changed or cancelled. This fee is in addition to the use fees, reservation fees but will not exceed the remaining deposit on hand and may be refunded under specified circumstances.	H	A		5

5.05	The ability to restrict discounts based on specified rules (e.g. restrict park staff from allowing state employee and active military discounts on cabins whose reservation date is out of the 30-day grace period).	H	A		5
5.06	The ability for authorized personnel to override use fees and change the fees for each listing as needed and with potentially different values for each park or listing. , provided that reasons are documented in a note section for financial auditing purposes.	H	A		5
6.00 System will provide reservation functionality for reservations for at least the following attributes:					
6.01	Site/Cabin/Villa/Day-Use Status - including reserved, registered, open, closed or held for administrative reasons.	H	A		5
6.02	Include: Geographic region, name of park, distance to certain park features, location in park, if ADA accessible, pets policy, price and number of people the site can accommodate.	H	A		5
7.00 System will provide reservation functionality for reservations for at least the following attributes for campsites:					
7.01	Type, such as full hookup sites, electric sites (20,30 or 50 amp), standard sites, premium sites, open sites / site number / shade - full, partial or none / grade - none, slight, moderate, severe / vehicle pad length in feet and width / vehicle pad surface - asphalt, stone, grass, or other / exact tent pad dimensions / site amenities.	H	A		5
8.00 System will provide reservation functionality for reservations for at least the following attributes for cabins/villas :					
8.01	Cabin/Villa Identification Number - the number assigned to cabin/villa / number of bedrooms / fireplace or no fireplace / number of beds / ADA accessiblity / pet policy / number of bathrooms / included items with rental (cookware, linens, etc.)	H	A		5
9.00 Grid Format: The system must provide the option of displaying facility (dates and sites/cabins/villas/day-use) availability in a grid format for the following attributes:					
9.01	All sites/cabins/villas/day-use on a grid format.	H	A		5
9.02	For any date range within the maximum reservation window.	H	A		5
9.03	Indicate whether Open, Reserved, Registered, or Held.	H	A		5
9.04	Operator has the option to print out any portion of the grid.	H	A	Notes Section Page 00	5
10.00 Map System: The system will provide for a map system for each park with the following minimum attributes:					
10.01	A detailed main park map showing the entire park, campground/cabins/villas/day-use facilities. Park staff or customers will be able to identify proximity of each to park attributes including water, restrooms, laundry, dump station, playgrounds, and other nearby recreation attractions, entrance to park and public roadways on the map.	H	A		5
10.02	Each map will have a north compass arrow, and all maps for a particular park will be oriented in the same direction, preferably north at the top. Clickable points of interest to bring up the maps of small park areas such as camp loops.	M	A	Notes Section Page 00	5

11.00 Campground/Cabins/Villas/Day-Use Facilities Reservations					
11.01	Ability to block/hold a set number of campsites per campground (staff only to address maintenance needs).	H	A		5
11.02	Ability to move guests to different sites, cabins or other facilities after they are registered, checkout guests early who are due a refund, checkout many guests at once by site number or last name and extend guest arrival/departure date and take payment.	H	A		5
11.03	Ability to print camping permits to post on camp sites. Must include at a minimum the site number, occupant last name and date due out and be printed in a minimum of 48 point font.	H	A		5
11.04	Ability to checkout guests early and not give a refund, register guest who arrives late (e.g. register them for previous day) and register guest on several different sites during their stay (e.g. Guest is on site 2 for days 1 to 4 and site 7 for days 5 to 7.	H	A		5
11.05	Each reservation will have its own unique identification number and cancellation number. A single reservation may have multiple transaction numbers based on changes, but the numbers will be correlated with the original reservation for auditing purposes. This number(s) should be printed on the reservation and all reservation-related screens and reports.	H	A		5
11.06	System will allow staff to view availability and occupancy status of other campgrounds.	H	A		5
11.07	System will allow authorized State personnel to change the number of reservable facilities within a particular park.	M	A		5
11.08	System will not permit a customer to make reservations that violate State business rules.	H	A	Notes Section Page 00	5
11.09	The system must be structured to allow multiple reservation periods in an administered campground.	H	A		5
11.10	System will be structured so that all charges will be calculated by the automated program at all workstations. The charges to be calculated will be determined as the departure date minus the arrival date, times the applicable accommodation rate, plus the reservation fee, plus state and local taxes. Variable rates based on the time of year, or discounts program rates will all be automated by the system.	H	A		5
11.11	System will allow for variations in rates within the same park, between parks and for certain days of the week and certain time periods during the calendar year.	H	A		5
11.12	System will allow for reservations to be accepted up to the time of arrival for all facilities in the system by Park staff and up to 48 hours prior to the date of arrival through online system.	H	A	Notes Section Page 00	5
11.13	The system will be structured to prevent "overbooking" of any particular facility.	H	A		5
11.14	Ability to reserve campsite, cabin or day-use facility by type and system will assign at random. (e.g. Customer search for available 2-bedroom cabin or premium site in park system).	H	CO	Notes Section Page 00	3
11.15	Ability to reserve multiple campsites, cabins or day-use facilities for the same customer on the same date or different dates in the same year in one transaction.	M	A		5
11.16	Ability to perform availability search by type, park, capacity, amenities, etc., including multiple reservations. Users can easily make a reservation from any screen during the search availability process. Ability to handle cross-day availability searches and bookings.	H	A		5

11.17	Ability to cancel reservations and refund full or partial payment.	H	A		5
11.18	Ability to generate a reservation confirmation with customer/organization name, address for window envelope, date reservation issued, date reservation printed, details of reservation include date, time, campsite/cabin/villa/day-use facility, fee, additional fees, and contact.	H	A		5
11.19	Ability not to print reservation or to print/reprint the reservation or in batches with itemized charges. Ability to print updated reservations, amendments, only or both. Users can select how receipts/confirmation are issued: email, printer or both.	H	A	Notes Section Page 00	5
11.20	Ability to notify selected customers that it is time to make reservations for the coming season.	H	CO	Notes Section Page 00	3
11.21	Ability to have customers select and save favorite sites, cabins, villas and day-use facilities for future reservations.	H	CO	Notes Section Page 00	3
11.22	Ability to allow customers to view their existing or past reservations through online system. Reservation histories must include park name, dates of visit, reservation ID number, facility type and site number.	H	A	Notes Section Page 00	5
11.23	Ability to make reservations in a graphical manner using a date/time grid/calendar with mouse drags to select time periods (user does not have to manually type any time periods).	M	A		5
11.24	Ability to receive and store customer ratings and comments regarding their park experience.	M	CU	Notes Section Page 00	2
11.25	Ability to store text regarding special requirements of a reservation such as need to be close to the bathhouse, need a handicapped site, etc.	M	A	Notes Section Page 00	5
11.26	Ability to track attendance on a per person type basis (i.e. number of adults, number of children, number of pets, number of seniors, etc.).	M	A	Notes Section Page 00	5
11.27	Ability to add sales items to reservation such as firewood.	H	A		5
11.28	Ability to post photos for the customer to view online for all facilities.	M	A		5
11.29	System will apply multiple rules and allow or prohibit reservations based on current policies such as date range, site, 11 months in advance, minimum/maximum nights, mandatory 3 day break between reservations, operating dates, inventory opening dates, loop closures, number of occupants, pets yes/no, group sites, reservation and cancellation fees. These can be overridden by authorized users.	H	A		5
11.30	User information will not be required until end of reservation process, or until required log in to access past or current reservations, or other user-based information. Users can log in anytime during reservation process without losing information they have entered.	H	A	Notes Section Page 00	5
11.31	Ability to modify/delete multiple registrations or reservations at one time (e.g. staff reserved an area every week for a year. When a mistake is discovered, 52 entries should not have to be visited to change the registration or reservation.	H	A		5
11.32	Cancellation reasons are table driven for statistical tracking (e.g. why are people cancelling?).	H	CO	Notes Section Page 00	3
11.33	Ability to charge customers one night's stay for not showing up on the day after they are due to check in, modify arrival or departure dates or both.	H	A		5

11.34	Ability to change reservation to another site/cabin/villa/day-use facility when client arrives.	H	A		5
11.35	System will Capture active cell phone number for reservations and provide a confirmation screen with reservation details and price before finalizing reservation.	H	A		5
12.00 Public Website & User Experience					
12.01	System must provide a secure internet site(s) for the public to make reservations for all reservable facilities, register for events and programs, and purchase gift cards and allow public users to become members with secure profiles.	H	A	Notes Section Page 00	5
12.02	Website must be available 24 hours a day, seven days a week (except for normal, scheduled maintenance windows), must be "mobile friendly" and responsive so it can easily be used on smart phones or tablet devices and be easy to navigate and have the look and feel of the TSP website, with all content approved by TSP. There shall be no advertising on the reservation website without the consent of TSP.	H	A		5
12.03	Website(s) must have the capability of allowing clickable links to the TSP website and other sites approved or requested by TSP.	H	A		5
12.04	System should provide "help center" to provide information about making reservations and answer frequently asked questions (FAQs).	M	A	Notes Section Page 00	5
12.05	System must advise an Internet user who is unsuccessful in making a reservation because of established rules, such as a minimum stay requirement, the reason why the reservation could not be completed. The site will direct the customer as to what needs to be modified in order to make a successful search or reservation. For example, a link to a calendar to check for available dates if the selected dates cannot be reserved or a notice of the minimum stay so that the number of nights could be increased.	M	A		5
12.06	Website must allow users to search multiple parks for available reservable facilities based on the customer's desired features, date range and number of nights. Features must include park name, region of the state, type of facility, amenities and park features (i.e. boating, trails, beach). This page must link into the reservation process to streamline the process if a customer finds availability at a park they would like to reserve.	H	CO	Notes Section Page 00	3
12.07	The Contractor must provide specific links to include on the TSP web pages for each park that direct customers to the reservation page for that park. This is to allow customers to bypass searching for and selecting a park on the reservation website.	H	A		5
12.08	Website must allow for multiple payment types for reservations made online. TSP's main interest with this is to allow partial payment using a gift card and payment of the balance using a credit card or another gift card.	H	CO	Notes Section Page 00	3
12.09	Website must be compatible with all commonly used browsers, including but not limited to, Internet Explorer, Chrome, Firefox, Safari, and Mozilla.	H	A		5
12.1	Website must allow TSP access to an analytics software product that tracks user activity on all TSP related web pages hosted by the Contractor. The analytics software must provide reports and data to TSP.	H	A	Notes Section Page 00	5
12.11	System must integrate with Google Tag Manager and Good Analytics and allow TSP access to this data. Must also have ability to track website traffic across multiple domains (TSP website to system website).	H	A		5
12.12	Website must allow users to cancel or modify an existing reservation in compliance with all TSP cancellation and change policies.	M	A	Notes Section Page 00	5
12.13	Website may allow a customer to make a donation by credit card to TSP. The donation will be allowed while making a purchase or as a standalone transaction.	M	A	Notes Section Page 00	5
12.14	Website will provide an event calendar for park staff to populate information for upcoming events and provide links for event registration through the system.	M	A		5

13.00 Field Application					
13.01	System will allow queries from the field workstations in order to determine the occupancy status of reservable facilities in other parks in the system. The field application must include interactive maps that are identical to the maps included on the public website.	H	A		5
13.02	The field application must allow users the ability to register a customer for a reservable facility, check-in and check-out customers with reservations, view customer histories, sell POS items, modify or cancel an existing reservation based on the applicable cancellation policies, manage POS inventories and access reports.	H	A		5
13.03	Must allow for users with designated security levels the ability to override cancellation policies and minimum stay requirements.	H	A		5
13.04	The field application must be accessible on a mobile device such as a tablet with an internet connection to allow for remote sales or camper check-ins outside of the camp office/store.	H	A		5
13.05	Mobile field application must have the ability to print receipts via a wireless mobile printer and have the option of sending a receipt to a customer electronically via text message or email message.	H	A		5
14.00 Campground/Cabin/Day-Use Facility Reports					
14.01	System must produce specific reports either by screen, electronic file or printer and shall be produced in Excel and one or more of the following formats: HTML, PDF or Word.	H	A		5
14.02	System must allow staff to access and run reports on a daily basis that included limited variations of the reports detailed in the following sections.	H	A		5
14.03	In addition to the reports detailed in the following sections, the system must have the ability to produce other reports as needed by staff.	H	A		5
14.04	All reports must have the ability to be printed and include the report title, column headings, date and time report was generated on all pages, run for a user specified date range, be sortable by each of the fields in the report, run for a specific location or locations within a park or multiple parks for which the user has access and/or run for multiple parks at one time and the results must be provided by park for comparison purposes.	H	A		5
15.00 Financial Reports for Field					
15.01	Detailed Operator Report - This report must provide all sales transactions that a specific user completed for a specified park/all parks and date range. The report must include Date, Item Number/Reservation Number, Item Description, Discount, and Method of Payment.	H	A	Notes Section Page 00	5
15.02	Operators Collection Report - This report must provide a summary of all sales transactions that a user completed for a specified park or location within a park and date range. The report must include a total of all sales or refunds by the operator by payment type. This report must also include a park designed end of shift count sheet that will be used when closing out a terminal.	H	A		5
15.03	POS Report - This report must provide a summary of all sales transactions by category and sub-category for a specified park/all parks and date range.	H	A		5
15.04	Total Park Summary Report - This report must include all information from the Sales and Commission plus all revenue data for concession operated facilities in the specific park/all parks.	H	A		5
15.05	POS Detail Report - This report will provide all sales transactions by category, sub-category and product for a specified park/all parks for a specified date range.	H	A		5

15.06	Use Report - This report will show the number of reservations, number of nights and revenues for overnight stays and other reservable facilities based on stay date. Must be able to run for a designated date range.	H	A		5
15.07	Collection Report - Shows total amount collected in the park/specified parks/all parks, with a breakdown of total payments by type (cash, check, credit card, gift card, etc.) and with a section showing taxable amounts and taxes paid.	H	A		5
15.08	Revenue Report - report without reservation fees (only what the park(s) earned). This must include all POS and reservation revenues.	H	A		5
15.09	Refund Report - shows all refunds for a park or for a location in a park that includes the operator, type of refund, including price changes, amount of refund and any comments associated with the refund.	H	A	Notes Section Page 00	5
15.10	Vendor Return Report - shows all POS products that have been written off or returned to the vendor. Report must include the operator, product and quantity written off, value of the write-off and any comments associated with the transaction.	M	A		5
15.11	Registration Revenue Report - This report will show all revenue received and refunds issued for reservations at a specific park by facility reserved. This will include all reservations made through central reservations, online or in the field.	H	A		5
15.12	Revenue Detail Report - This report will allow users to query options to pull revenues and refunds for a park based on a combination of date range, sales location, payment type, facility type or POS, operator, and transaction type. These queries must be able to be set to "All" to pull all transactions.	H	A		5
15.13	Revenue Query Report - This report will show the revenues based on facility type and POS on an annual, quarterly or monthly basis. This must be organized so totals for the selected time period can be easily calculated.	H	A		5
15.14	Sales Report - This report will show the number of reservations, number of nights and revenues for overnight stays and other reservable facilities based on the reservation created date for all sales channels. The report must exclude any reservation fees and it must be able to run for a designated date range.	H	A		5
16.00 Financial Reports for Central Office					
16.01	Payment Reports - statewide, categorized by park and ability to detail by operation.	H	A		5
16.02	Ability to pull by register or operation within a park for internal reconciliations.	H	A		5
16.03	All reports can be manipulated as needed with ability to click into detail and sort. Ability to request reports as needs change and receive in a reasonable amount of time.	H	A	Notes Section Page 00	5
16.04	Tax Report Summary - this report lists, by park, all state sales, local and county taxes collected for a specified park/all parks and date range.	H	A		5
16.05	Revenue Transmittal Field Report - This report must list all revenue, by revenue account and location, and shows totals by category of account. This report can be run by park/all parks and date range. This report can be sorted to show either all transactions, cash/check transactions, gift card transactions or credit card transactions.	H	A	Notes Section Page 00	5
16.06	Revenue Transmittal Report - This report must list all revenue, by revenue account and location, and shows totals by category of account. This report can be run by park/all parks and date range.	H	A		5
16.07	Cancellation Adjustment Report - This report is used to capture refund information for reservations and POS transactions for shopping carts that are no longer accessible.	M	A	Notes Section Page 00	5

16.08	Sales and Commission Summary - This report lists sales and nights for a specified park/all parks and date range. It categorizes the sales by internet, field (park location) and central reservations. This report must show gross sales by cash/check, credit card and gift cards, cancellations, voids and adjustments to get to a net sales and nights figure. This report will list sales from campsites, cabins/villages, group camps, gift shops, marinas, golf inns/lodges and day-use facility rentals and point of sale items by revenue area.	H	CU	Notes Section Page 00	2
16.09	Check Refund Report - A detailed report by park and date range listing the names and address of customers owed a refund via a check. This report must also list the reservation identification number, customer number and amount for each refund. This report is used to provide refunds to customers that originally paid via cash or check.	H	A		5
16.10	Distribution Report - This report lists the number of nights sold and number of refunds. This report will also show the distribution of sales collected by cash, check and credit card. It also lists any fees and taxes paid. Totals for all of the above will be listed by central reservations, park locations and internet.	M	CU	Notes Section Page 00	2
16.11	Sales and Commission Summary by Type - This is a detailed report by park/all parks and specified date range. This report shows sales by campsite type, cabin type, group camp, gift shops, marinas, golf and day-use facility type as well as all POS sales for the period. These sales will be sectioned off by credit card, cash/check, and gift cards. Any commissions or adjustments made will be listed as well.	H	A		5
16.12	Credit Card Research - This report will provide information on all credit card transactions for a date range based on the last four digits of the credit card that are entered by the user. The report will return a transaction date, transaction amount, customer ID and name, park name and a receipt or reservation ID number so the transaction can be located in the system.	H	A		5
16.13	Field Credit Card Transactions - This report will show a net total of all field credit card transactions (Total Sales less Total Refunds) by credit card type (Visa, MC, AMEX, Discover) by date for a user defined date range.	H	A		5
16.14	Revenue Comparison Report - This report will show all revenues at each park by revenue type (camping, cabins, marinas, POS, etc.). The report must be structured so that one report could be run to compare revenues over a specified time period (current year compared to last year, current month compared to same month last year, etc.).	H	CU	Notes Section Page 00	2
16.15	Comprehensive Refund Report - This report will show all refunds, adjustments, price changes and similar transactions that are completed at the first level. The report will include park name, type of refund, transaction ID and/or Reservation ID, operator, date of refund, amount of refund and any comments.	H	CU	Notes Section Page 00	2
17.00 Non-Financial Reports for Field					
17.01	Arrival Report - This report must show all arrivals for a specific date or date range. The printable report must include occupant name, reservation ID, site, cabin or villa number, group camp area or day-use facility, number in party, equipment, departure date, balance due, any discounts and name of person making reservation. Once a guest has fully checked-in, that guest must no longer appear on the Arrival Report. The report must be structured so that the user can run a report for campsites only, cabin/villa only, group camps only, day-use facilities only or any combination of these.	H	A		5
17.02	Campsite Selection Report - This report will be a printable report showing all available sites based on a date range and equipment type.	H	A		5
17.03	Availability Report - This report shows a list of reservable facilities and indicates what is vacant, occupied or held. The report must be structured so that the user can run a report for campsites only, cabin/villa only, group camps only, day-use facilities only or any combination of these.	H	A		5
17.04	Occupant Report - This report shows reservation number, occupant name, site or cabin/villa number or other reservable facility type, any discounts, number of people on site, equipment, arrival date and departure date. The report can be sorted by any of the categories listed above. The report can be run for a single day or up a specified date range in the future of past. The report must be structured so that the user can run a report for campsites only, cabin/villa only, group camps only, day-use facilities only or any combination of these.	H	A		5
17.05	Housekeeping Report - This report will be utilized to determine cleaning and maintenance schedules for reservable facilities. For all facilities, the report must show by day when is rentable unit is vacant, on administrative hold, or occupied and if there is a check-out, check-in or both on that day. The total check-in, check-outs and holds for each day must be on the report. The report must be available to be run in daily, weekly or monthly increments for future reservations.	M	A		5
17.06	Comments Report - This report will show all user entered comments for all transactions completed in the field for the specified date range. The report will include receipt or reservation ID number, user name and the comments.	M	A		5
17.07	Customer Report - This report will allow the park to pull a list of all customers who have or had a reservation in the park for a specified date range. The report will show customer ID, customer name, address, phone number and email address.	H	A		5
17.08	Facility Utilization Report - This report will show occupancy by facility type for a park or selected parks for which the user has access for a designated date range. The report must be able to be filtered by facility type and the results must show totals by park. The report will include total number of nights available, number of nights sold, and percentage occupied.	M	A		5

17.09	Facility Utilization Detail Report - This report will show occupancy by site within a selected facility type for a park for a designated date range. The report will be able to be filtered by facility type and the results must show totals site number. The report will include total number of nights available, number of nights sold, percentage occupied and total revenue for the site, less any reservation fees.	M	CU	Notes Section Page 00	2
17.10	Visitor Statistics Report - This report will be able to be run by park and a selected date range that will show the number of customers by zip code, city or state. The report will be able to be filtered so that the user can select all customers, Tennessee-only customers, or non-Tennessee customers. The report will allow the output to be by month, quarter or full year.	M	A		5
17.11	Comprehensive park-wide aging report.	H	A		5
17.12	Ability to click, sort and obtain transactional data. Compile and age all transactions per customer, if multiple invoices are out there, collapse to one line on reporting for that customer based on aging.	H	A		5
18.00 Non-Financial Reports for Central Office					
18.01	Statewide Occupancy Report - shows occupancy by facility type for all parks for a designated date range. The report must be able to be filtered by facility type and the results must show totals by park and a statewide total.	H	A		5
18.02	Gift Card Redemption Report - This report will list all gift card redemptions over a specified date range. The report will include a list of gift card redemption transactions, the value of each redemption and a total amount of redemptions.	H	A		5
19.00 Inn/Lodge Reservations					
19.01	Online reservations, available 24 hours a day, offers customers the same functionalities as reservations by phone, multiple online reservations can be created using a single shopping cart.	H	A		5
19.02	Customers can access and update account profiles, review or edit reservations.	H	CO	Notes Section Page 00	3
19.03	Online customers, including mobile and tablet users, can perform real-time availability searches based on dates, room types, amenities, price, etc.	H	A		5
19.04	Secure credit card processing for online reservations. See section 36.00 for credit card processing requirements.	H	A		5
19.05	Automatic confirmation receipts and emails are generated for all reservations (online, phone or walk-in).	H	A		5
19.06	Reservations (online, phone or walk-in) can be taken up to an unlimited number of years prior to arrival or set established limits of advance reservations. Current state policy is 5 years for Groups and 2 years for Individuals.	H	A		5
19.07	Reservations (online, phone or walk-in) can be coded according to market segment (i.e. golf, group, business, leisure, etc.). Additionally, reservations can be coded directly to a business source (i.e. travel agency, corporate, direct).	H	A		5
19.08	Multiple security levels with appropriate authority may override a rack rate.	H	A		5
19.09	Displays availability of particular rooms by specifying the desired features. Rooms can be allocated to package plans and frequent stay groups.	H	A		5

19.1	Can handle unlimited number of rate plans and track revenue activity by rate plan.	H	A		5
19.11	Reservation search options using first and last name, company name and room number.	H	A		5
19.12	Provides ample space for reservationists remarks but not displayed on confirmation or registration card.	H	A		5
19.13	Provides ability to search for confirmation and cancellation numbers.	H	A		5
19.14	An audit trail that denotes the changes to a reservation, when it was made (date and time) and by whom (person or online).	H	A		5
19.15	Enables reservationists to make full or partial refunds from the reservation screen.	H	A		5
19.16	Provides an option to eliminate the re-inputting of guest information for multiple reservations.	H	A		5
19.17	System can post charges: daily, weekly, monthly, 2-day, 3day, 4-day, 5-day.	H	A	Notes Section Page 00	5
19.18	Room availability can be viewed within the reservation screen. Display availability by date, denoting arrivals, departures, and out of order rooms by room type.	H	A		5
19.19	Within a group block, the group rates established can be based on the room type.	H	A		5
19.2	Group master list with the original block, current block, picked up and remaining and print/sort option by start date and number of requested nights.	H	A		5
20.00 Inn/Lodge Reservations, Package Plans and Guest History					
20.01	Can define an unlimited number of package plans. If limited, list the maximum allowed. Blocking of rooms does not require a reservation for each individual room.	M	A		5
20.02	Package plan configuration enables posting structures to be developed for specific: days, dates, seasons. Can handle multiple packages per guest and room.	M	A		5
20.03	Package charge appears as one item only on guest folio and can appear as: one-time charge on the guest folio or daily charge. Reservationists can access a detailed package plan description from the reservation screen.	M	A		5
20.04	Calendar to see group and event bookings on one page - daily, weekly and monthly. Availability is accessible by room type, hotel location and group.	H	A		5
20.05	Ability to see hotel room availability and what function (event) rooms are also available or booked.	H	A		5

20.06	Ability to view group blocks based on the status of the contract - definite, pending or space hold.	H	A		5
20.07	Group reservations module can handle staggered arrivals and departures with an optional reserve rate, enables each guest in a group to have different billing arrangements, option to check out or check in group with one entry, generates express rooming list and group master folio in guest ledger.	H	A		5
20.08	System provides an option to override the cutoff date for releasing rooms and enables the continued selling of available rooms in excess of the room block.	M	A		5
20.09	Provides a comprehensive guest history database that maintains a record of all of the guests' previous visits. Keep track of multiple addresses, phone numbers and email address associated with a guest. With each, the ability to classify the type of information collected. (i.e. main address, work address, cell phone, etc.). Please specific how long your system maintains group history.	H	A		5
20.1	Package plans are easy to configure. Ability to set up room rates and packages by room or person.	H	A		5
20.11	Ability to attach room types and rate groups to the group code.	H	A		5
20.12	Ability to estimate the bill, rooms and types, people per room and price per person. Indicate how may of each room type is allowed.	H	A		5
20.13	Ability to set up pickup defaults for individuals that define number of adults, any package plan, charge routing, source of business, individual deposit due and dates, any guarantee pay by types, VIP code, confirmation letter, resort fee and an additional charges.	H	A		5
20.14	Ability to create sub and parent groups for major event/conferences. Ability to only pull their allocation from the parent allocation.	M	A		5
20.15	Ability to create tickets for recreation and activity scheduling program. Gues book paid or non-paid activities that must be pre-scheduled due to availability.	M	A		5
20.16	Ability to add notes/ comments to group, package plan or individual guest record and attach documents. (i.e. conference agendas, group documents, etc.).	H	A		5
20.17	Ability to link current and future events to a guest and view event history.	H	A		5
20.18	Ability for the system to integrate with FormStack or another system for group and event leads.	H	A	Notes Section Page 00	5
20.19	Ability to assign a lead to a certain salesperson with notes, history, needs, etc.	H	A		5
20.2	Ability to move a lead through the sales funnel (i.e. attempted contact, contacted, appointment set, appointment complete, proposal sent, contract signed, event complete).	H	A		5
20.21	Ability to track leads that do not book events, in order to nurture relationship and follow up in future and set reminders to follow up with groups that typically book on an annual basis.	M	A		5
20.22	Ability to pull customer information including anniversary or birthday dates in order to send notes or offers for discounts associated with that date (i.e. sending happy anniversary notes/discounts to past wedding clients).	M	A		5

20.23	Events can be attached to a group with overnight stay or setup as an individual day event.	H	A		5
20.24	Ability to import reservation from an excel spreadsheet, make a mass group of reservations using the groups information with the click of a button and group mass check-out.	H	A		5
20.25	Every group attending a function has a unique client code associated to them and remains in the system. Trace comments/dates set a trace date and include a message. Ability to search by name, date, client, city, state, zipcode and phone.	H	A		5
20.26	Group information is specific to the group. Arrival and number of nights, deposit requirements, and trace dates. Day and time the group will be on the property. Method the group will be booking overnight rooms.	H	A		5
20.27	Ability to setup scheduled charge for the group as a whole.	H	A		5
20.28	Standard Group Contract and BEO (Banquet Event Order) include confirmation list of all the information pertaining to the specific event.	H	A		5
20.29	Conference/Group Invoice has a configurable header option to personlize each invoice, displays all charges and payments.	M	A		5
20.3	Ability to contract merge and create contracts by uploading customer contract into the system.	H	A		5
20.31	Reporting available to estimate invoices, track group participants, meals and revenue, set budgets for sales staff, track inventory leased for A/V, tables, chairs, etc.	H	A		5
20.32	Ability to track group and event history current blocks, picked up rooms, and revenue current on the books.	H	A		5
21.00 Banquet Services - handle catering and banquet scheduling needs.					
21.01	Integrated banquet services module to handle catering and banquet scheduling needs. Ability to block meeting space, print a contract and create a billing folio.	H	A		5
21.02	Ability to book an event, includes set up, audio visual, food and beverage needs, special tasks and change orders. Can be created by day, by meeting room, the event date, times, number of people, setup codes, function room, and contact informaiton. Setup times and notes for staff can be printed on the contract, BEO, AV setup and 14-day events report and listing.	H	A		5
21.03	Ability to rent out equipment, maintain inventory of all items and alerts if overbooking an inventory item.	H	A		5
21.04	Unique menus for every event or standard menus can be created in system and used multiple times. Ability to set number of people attending, guaranteed pricing on a per person level and adjust tax and tip.	H	A		5
21.05	Abilit to process change orders for clients and track changes.	H	A		5
22.00 Inn/Lodge Guest History and Marketing					

22.01	Guest history tracks the following guest info: personal preferences, rate plans used, detailed revenue breakdown, package plans used, event bookings, method of payment, and special requests.	M	A		5
	Guest history is linked to the reservations module. Module tracks the following statistics by guest type and property: number of visits, average revenue per day, average length of stay, % of repeat business.	M	CO	Notes Section Page 00	3
22.02	Guest history module generates personalized letters and mailing labels based on user-defined criteria. Please describe your system's search engine capabilities.	M	CO	Notes Section Page 00	3
22.03	Ability to find guests by last name, frequent stay number, address, and phone number and purge records selectively based on date of visit, source code, market segment, grouping, etc.	H	A		5
22.04	Ability to track inquiries based on source of call, generate mailing labels from inquiries, track lost business and turndowns, monitor conversions from original inquiry and identify factors that resulted in lost business.	L	A		5
22.05	Provides spell check for city, state and country spellings.	M	A		5
23.00 Inn/Lodge Marketing and Reports					
23.01	A reservation "waitlist" can be created in lieu of overbooking.	M	A		5
23.02	Arrivals list by date, on which all of the following information can be accessed: pre-assigned rooms, repeat/return guest, profile of repeat guests, special requests.	H	A		5
23.03	Group activity report, including group blocks, pickup within blocks, cutoff dates for rooming lists and deposits.	H	A		5
23.04	Forecast of monthly occupancy totals for room number, room type, all units. Business forecast that can be generated at least one year in advance for a particular day or date range, including the following estimates: arrivals/departures/stayovers, business broken down by market segment/business source, gross revenue, ADR.	M	A		5
23.05	Package plan report that breaks down revenue by package plan type and package plan component.	H	A		5
23.06	Marketing reports include: revenue by market segment, revenue by source of business, revenue by groups, revenue by business source, revenue by user-defined criteria, custom report using multiple criteria.	H	A		5
23.07	Reservation activity and occupancy tracked by city, state, and country.	H	A		5
23.08	Room forecast with revenue projections and print/sort options by room type, subtype, range of room numbers, total by start date and number of requested nights.	M	A		5
23.09	Produces reservations lists with a detailed and summary option and can be sorted based on various codes, including: group, package, special service, guarantee, departures, VIPs.	H	A		5
24.00 Inn/Lodge Yield Management / Housekeeping					

24.01	Ability to have multiple rate plans per season.	M	A		5
24.02	Rate plan restrictions can be implemented daily, weekly, monthly, and by season.	M	A		5
24.03	Track revenue by rate plan and room type.	H	A		5
24.04	Enables the specification of different service levels: regular cleaning, deep cleaning, tidy, linen. Displays and prints housekeeping reports, including room status, vacant room, out of order rooms, housekeeping requests, guest requests, arrival and departure lists, complimentary room report, forecasts, room attendant/supervisory activity, and unit-bedding report.	M	A		5
25.00 Inn/Lodge Housekeeping / Front Desk / PBX					
25.01	Display feature listing all current and future out of order rooms listed in date order as primary sort and by room number as a secondary sort.	H	A		5
25.02	Automatically updates scheduled out of order rooms during the night audit process.	H	A		5
25.03	Generates supervisory assignments and cleaning schedule for each room attendant with estimated cleaning times, generates cleaning and maintenance history, ability to forecast daily cleaning requirements at least 2 weeks in advance based on type of service (i.e. daily, mid-weekly, weekly) and equally distributes workloads by assigning a value to each room type.	M	A		5
25.04	Provides an inventory program for housewares, linen, rental equipment, amenities and guest supplies.	H	A		5
25.05	Maintain an online guest folio history for the length of the contract and enables multiple folios to be created for each guest. Enables a folio to be created for each guest that is sharing a room.	M	A	Notes Section Page 00	5
25.06	Departmental charges for multiple rooms can be batched posted.	M	A		5
25.07	Ability to summarize charges on the guest folio to just one description.	M	A		5
25.08	Incidental folios can be dedicated to specific charge postings.	M	A		5
25.09	Package charges are automatically handled based on the charge type, # of guests, and day of the package.	M	A		5
25.1	Different billing instructions can be established for each day of the guest's stay.	M	CO	Notes Section Page 00	3
25.11	Auto-assigns rooms based on lowest rotation value.	M	A		5
25.12	Provides option to search for first available (by rotation) vacant, clean room based on reserved room type and subtype or to change search parameters and override system selected room number.	H	A		5

25.13	Ability to add multiple names for telephone/registration purposes without creating separate folios.	M	A		5
25.14	Interface to electronic key system which allows key issuance but blocks access to room until housekeeping status has been updated to vacant/clean.	M	A		5
25.15	Access to online information about: room descriptions/amenities, package plan inclusions, groups resume and daily events, resort and surrounding area.	M	A		5
25.16	Ability to apply multiple taxes, service charges, and tax exemption.	M	A		5
25.17	Display folio detail including posting time and agent signature when charged at POS terminal.	H	A		5
25.18	Ability to print/display an estimate of departure charges based upon current charging patterns and projected room and tax postings.	H	A		5
25.19	Ability to charge route from one individual to another.	H	A		5
25.2	Produces a cashier report displaying all postings regardless of the number of times a shift closing has been printed.	M	A		5
25.21	Ability to attach messages to guest reservations specifying recipient without flagging other shared reservations.	H	A		5
25.22	Telephone interface to prevent telephone system from sending voice mail to rooms not checked in, generates wake-up calls and maid dial up (to update room status) and ability to send pre-recorded message at designated time to scheduled arrivals or departures.	H	A		5
26.00 Point of Sale: A point of Sale (POS) retail system is utilized at State retail facilities, including parks that may not be utilizing the reservation components. Examples of those revenue centers are golf course, gift shops, restaurants and park stores. These requirements apply to all POS outlets (gift shops, offices, pools, snack bars, golf prop shops, restaurants, marinas, etc.					
26.01	The proposed POS system must be seamlessly integrated within the proposed system for approximately 50 locations using reservations and/or POS.	H	A		5
26.02	Assigns product numbers and corresponding revenue source of at least 6 numeric characters that correspond to a UPC code. Allows for the sale of items that do not have barcodes (i.e. trail maps) and/or are not inventory items (i.e. swimming pool admission charge).	H	A		5
26.03	Provide an itemized receipt for the purchase or rental of goods and services with a unique transaction number for each sale.	H	A		5
26.04	Displaces POS products on-screen for selection. Also displays a check for the transactions on the screen that is updated as items are selected from the menu and added to the check for purchase. POS transactions are made solely at the parks (not on the intranet).	H	A		5
26.05	Descriptor fields in the database for POS items must be a minimum of 60 alpha / numeric characters with the ability to accept less than 60 alpha / numeric characters as the description of an item.	M	A	Notes Section Page 00	5
26.06	Allows for in-park additions of inventory using bar code technology.	H	A		5

26.07	Allows for Gift Card technology to be used for refunds, returns in place of cash, as well as for sales. System should be able to interface with the contracted gift card / loyalty vendor system for sales transaction and refund transactions, balance inquiries, etc.	H	A		5
26.08	The system must allow multiple forms of payment. (i.e. part cash, part credit card; part cash/part folio charge; two separate credit cards; cash/gift card, etc.)	H	A		5
26.09	The system must maintain security with employee access privileges and unique secure logins.	H	A		5
26.1	System must have the ability to track employee sales performance and ensure accountability with employee ID transaction history reports.	H	A		5
26.11	System must have the ability to reconcile all open cash drawers to receipts with daily cash reports by server.	H	A		5
26.12	If multiple staff work out of the same drawer, they should be able to combine their sales into one shift/daily cash report for closing out the day. Transactions specific to a user are accumulated as one total for the day.	H	A		5
26.13	The system must provide refund, discount, no sale and void reason reports and cost of goods sold report.	H	A		5
26.14	The system should allow the user to print counting sheets for use in the physical inventory process.	H	A		5
26.15	The system must have the ability to reprint POS checks as needed.	H	A		5
26.16	The system should have the ability to create and print barcode labels for merchandise. Bar code scanning and printing capabilities for labels, UPC codes, receipts and rainchecks.	H	A		5
26.17	Void button that requires login and track all instances of voids.	H	A		5
26.18	All overnight cabin and inn guests to charge POS sales to their reservation folio instead of paying separately. (i.e. golf purchases are charged to an inn guest room).	H	A		5
26.19	Must be PCI Compliant and Mask credit card digits prior to last 4 digits on all printed receipts for security.	H	A		5
26.2	System should be compatible with touch screens.	M	A		5
26.21	Automatically calculate change due. Attach comeback coupons to items sold.	H	A		5
26.22	Third-party billing (Online Travel Agents, etc) feature easily handles golf packages, restaurant packages, gift shop packages or any other type of package along with hotel bookings.	H	A		5
26.23	Ability to package (or kit) items to sell multiple items under one item heading at the POS location (i.e. golf cap, golf balls and tees as a golf gift basket/kit or a t-shirt, candle and keychain as a gift should gift bag/kit).	M	A		5

26.24	Print the cashier's name on the receipt to help audit process and track every transaction by cashier, time/date, machine and area.	M	A		5
26.25	Manage tax exempt customers (any outlet type)and outings (golf), with audit trail for all non-taxed transactions and non-taxed items.	H	A		5
26.26	Display the product name in the shopping cart so it is easy for park staff to identify what is in the cart and ticket view to see summary of all charges before completing the transaction.	H	A		5
26.27	Allows for unlimited discounts and/or coupons to be created by TSP. Discounts and coupons should be able to be either a set dollar amount or a percentage discount. User should be able to use discounts or coupons for the entire check amount or individual line item(s) as applicable.	H	A		5
26.28	System must be able to handle the rental of items such as boats or kayaks in various time increments (30 minutes, 1 hour, half-day, full day, etc.).	H	A		5
26.29	Automatically calculates tax where applicable and can be programmed to identify the applicable taxes based on the type of transaction being processed. Taxes are accurately accounted for in the system. Where applicable, tax exemption numbers are inputted for transaction.	H	A		5
26.3	Ability to pull a tax report that pulls and also details tax exemptions related to customers. Breakdown of tax details in reporting - sales, grocery, liquor, occupancy, local or any combination of these on one report.	H	A		5
26.31	Ability to provide subtotal information reports for interim reconciliation at the end of shifts. This includes subtotal by method of payment (i.e. cash, check, credit card, debit card). Show range of receipts numbers used during shirt.	H	A		5
26.32	Ability to print a detailed transaction record.	H	A		5
26.33	Allows auxiliary receipt printers (i.e. switch to using a desktop printer for a temporary amount of time because receipt printer is malfunctioning.)	H	A		5
26.34	Ability for authorized users to correct transaction errors.	H	A		5
26.35	Ability to print messages on receipts that TSP wants to include and change over the course of the season.	M	A		5
26.36	The system must be able to handle the sale of items that can be sold in varying quantities, such as gallons or pounds.	H	A		5
26.37	System must allow items to be directly added to the cart by various methods, including the use of barcode scanning and one touch keys. Adding products to the shopping cart must not require any additional steps after the one touch key is selected or the barcode is scanned.	H	A		5
26.38	The system must have the option to utilize manufacturer's UPC codes on retail items as a means to scan products for sale. The system must allow a minimum of 25 UPC codes to be associated with a single product.	M	A		5
26.39	System must only allow field users with the proper security levels to change prices on items.	H	A		5
26.4	System must have the ability to provide any refund of reservable facilities along with a purchase in a single transaction.	H	A		5

26.41	The name of the park where the transaction occurred must be printed on all transaction receipts.	H	A		5
26.42	System must allow the option to not print a receipt for a transaction.	L	A		5
26.43	System must allow for multiple POS items to be returned and refunded in a single transaction.	H	A		5
26.44	System must allow for POS functionality to take place if connectivity is lost temporarily. Transaction can be limited to cash or check only when there is no connectivity. Transaction data must be transferred to the system database when connectivity is restored.	H	A		5
26.45	System must allow for a minimum of 20 quick sale buttons for the most frequently sold POS items to quickly add these items to a cart.	M	A		5
26.46	System must allow for quick lookup of a product if the barcode scan does not function.	H	A		5
26.47	Ability to update programming centrally (i.e. pricing changes, sales tax changes).	H	A		5
26.48	Scan checks into system to allow for ease of use and reporting data.	H	N	Notes Section Page 00	0
26.49	Ability to adjust original invoice without moving transactional data from prior period history.	H	A		5
26.5	Invoices/transactions close at the end of the day and post to the trial balance.	H	A		5
26.51	Open invoice reporting - warning to alert the clerk associated with these to prompt to clean up.	H	A	Notes Section Page 00	5
26.52	Customer information is entered on every invoice for certain operations.	M	A	Notes Section Page 00	5
26.53	Ability to scan and attach deposits to reporting days in the system and system ability to flag warnings if a deposit has not been scanned and entered.	H	CU	Notes Section Page 00	2
26.54	Ability to reconcile deposit back to the system and payments (some parks may have multiple days in one deposit).	H	A		5
26.55	Record and process tips at the time of payment.	H	A		5
26.56	Two part payment structure that allows the customer to receive a bill and add a tip if desired for operations that may need this function, ability to disable tips function for operations if desired.	H	A		5
26.57	Ability to dump tip data into an excel format from system directly for payroll reporting. Information should be able to be pulled based on server for manager usage into the tip report.	H	A		5

26.58	For marinas, gas reports detail gallons purchased and price per gallon.	H	A	Notes Section Page 00	5
26.59	Report of discounts and coupons used for selected time frames, amount of ticket/coupon, etc.	H	A		5
27.00 Golf POS					
27.01	Ability to fully integrate with the tee sheet, pro shop, and snack bar, proper fees are automatically brought forward based on the tee sheet.	H	A		5
27.02	Ability to print out cart rental or club rental agreements and cart is flagged on tee sheet when purchased.	H	A		5
27.03	Full functionality to manage golf shop credits and credit history (sweeps, chits, books, etc.)	H	A		5
27.04	Built in "Awards Program" to reward golfers for frequent purchases.	M	A		5
27.05	Print a signature page for any account charge or integrated credit card transaction.	H	A		5
27.06	Print credits balance and awards balance on all receipts.	M	A		5
27.07	Set up automatic discount levels for certain customers and customer types and requires notes when selling certain items (complimentary green fees, etc.).	M	A		5
27.08	Ability to issue membership cards for customer identification.	H	A		5
27.09	User definable receipt message to promote communication with every transaction.	M	A		5
27.1	Holds change due from previous transaction to facilitate cash handling.	M	A		5
27.11	Facilitates the sale of merchandize in various quantities while maintaining a consistent inventory and ability to set minimum prices to maintain price integrity with the staff.	H	A		5
27.12	Require note for certain tenders to help accounting procedures to help eliminate fraud and accounting confusion.	H	A		5
27.13	Easily run split and multiple tender transactions.	H	A		5
27.14	Print bar code on receipts to easily track and recall.	H	A		5

27.15	Set credit limits to help manage accounts receivable thresholds.	M	A		5
27.16	Accept A/R payments directly from the POS.	H	A		5
27.17	Ability to take percentage off and make a unit price quick change.	H	A		5
27.18	Receipt note to add extra notes to transaction for customer, starter, manager.	H	A		5
28.00 Restaurant / Snack Bar POS					
28.01	System shall have touch screen capabilities and contain a graphical user interface.	H	A		5
28.02	System shall have the ability to handle full menu support as well as full bar functionality.	H	A		5
28.03	For the restaurants and snack bars, the inventory system should allow for the creation of recipes, so that all of the components that are included in an item that is sold can be pulled from the inventory when a sale is made.	H	A		5
28.04	System shall track restaurant performance with sales reports by month, week, day or hour. System should also have flexibility for other sales performance reporting timeframes.	H	A		5
28.05	System shall have the ability to split checks, including reallocation between different servers.. When splitting checks, it could be an unlimited number of splits.	H	A		5
28.06	When splitting checks, the system should allow the user to move items from the original check to a specific one of the split checks. For example, if three people had dinner and one had steak and the other two had sandwiches, they should be able to split the specific items for each customer.	H	A		5
28.07	The system should allow for splitting evenly mathematically, if desired, so that each customer gets an even percentage of the total check amount.	H	A		5
28.08	System shall have the ability to combine checks created by two or more servers with minimal steps.	H	A		5
28.09	Print to kitchen ability from other terminals.	M	A		5
28.1	System should allow for Modifiers to be selected or entered for the ability to assist in food preparation. The system should allow for modifiers or changes to be noted on the restaurant or snack bar check that is printed in the kitchen. (i.e. "grilled onions", "over easy", "no tomato", or "add pickles").	H	A		5
28.11	Ability to print open tickets for customer review prior to paying.	H	A		5
28.12	Reference ability to name open ticket with table #, customer name or other identifying information.	H	A		5

28.13	Ability to track duty meals and discounts.	H	A		5
29.00 Retail Inventory					
29.01	The system must have a fully developed inventory feature to track retail product inventories, including a method of tracking vendor returns and write-offs with the ability for each location to maintain its own retail inventory.	H	A		5
29.02	Real time perpetual inventory system for all POS locations.	H	A		5
29.03	System must allow for the parks to enter new products into the inventory so they can be sold at that location. When a product is entered at the park level, the product must be available for other user-selected retail locations within the park using the same information.	H	A		5
29.04	System must allow for the parks to adjust retail prices in the inventory.	H	A		5
29.05	The system must pull merchandise from inventory when items are sold.	H	A		5
29.06	The system should also allow for the same item to stocked and sold at different levels and pull from inventory appropriately when sold. For example, the sale of 1 can of soda should pull 1 can of soda from the inventory, but the sale of a six pack of soda should pull 6 cans from inventory, while the stocking of new merchandise might be done at the case level, which would add 24 cans of soda to the inventory.	H	A		5
29.07	Report that shows when new inventory is entered, transferred to a different operation or transferred out for damages / park use.	H	A		5
29.08	Inventory list should indicate damaged goods or spoiled items - listing cost, quantity, and total cost.	M	A		5
29.09	System must be able to calculate an average cost price for retail items in the inventory. The average cost prices must be aggregated for all purchases of that product, not just the most recent entry. The formula for Average Cost Price is Total Price Paid (including shipping cost)/Total Quantity = Average Cost Price.	H	A		5
29.1	System must be able to calculate a dollar value for the retail inventory at each location by product, by group of related products (i.e. apparel) and for the entire inventory.	H	A		5
29.11	System must allow for a partial physical inventory to be completed without impacting the entire inventory.	H	A		5
29.12	System allows for physical inventories to be completed using a hand-held scanning device (provided by contractor). Data collected on the device must be uploaded into system to complete the inventory.	M	CU	Notes Section Page 00	2
29.13	All inventory transactions must be recorded and tracked for auditing purposes.	H	A		5
29.14	Users with appropriate permission levels must be able to view and print these details in order to conduct audit of the inventory.	H	A		5
29.15	Field users must be able to view inventory in groupings of like items (i.e. apparel, food, etc.).	H	A		5

30.00 Gift Cards					
30.01	System must be able to process gift cards issued under the State's FIS contract or any subsequent contract providing gift card services. Gift cards will be sold at all park locations, TSP central office and online and sold in any amount approved by TSP. There can be a minimum amount for cards sold online. Gift cards must be accepted by the system for payment at all TSP retail locations and through reservation website.	H	A		5
30.02	Gift cards must include a security PIN number to help prevent fraudulent use of gift cards when redeeming online.	H	CU	Notes Section Page 00	2
30.03	System must seamlessly integrate previously issued gift cards that have an outstanding balance. Gift cards must not expire. This includes the previously issued gift cards as well as gift cards sold under this contract.	H	A		5
30.04	Ability to scan and keep gift card data (number) at the time of the transaction and retain info on invoice from gift card purchase or redemption.	H	A		5
31.00 Refunds					
31.01	Managers have the ability to approve refunds and fill out Finance & Administration required form to send via system electronically.	M	CU	Notes Section Page 00	2
31.02	Refunds post to the invoice correctly and do not have to be adjusted if processed on an invoice that has already been closed in the system.	M	CO	Notes Section Page 00	3
31.03	System requires the original card to be refunded with the ability to override only if the card is compromised and the AP check can be issued.	H	A		5
31.04	Cash refunds should throw an alert to verify till total will cover the refund being processed. Refund cannot be processed until customer information is completed.	H	A		5
31.05	Refund reporting can be pulled based on AP check refunds that will flow through the Edison system.	M	A		5
31.06	System has a no check refund option and no refund option for gift cards.	H	A		5
32.00 Marina Registration, Management & Map System					
32.01	System must provide the option of displaying facility (dates and slips availability in a grid format for the following attributes: (1) All slips and dry dock storage on a grid format; (2) From any starting date in the past to the maximum window in the future; (3) For any date range within the maximum reservation window; (4) Indicate whether Open, Reserved, Registered, or Held; (5) Operator has the option to printout any portion of the grid; (6) Take reservations using full sum or periodic billing; and (7) view and record utility meter readings.	H	A		5
32.02	A main park map showing the entire park. Each map will have a north compass arrow and all maps will be oriented in the same direction, preferably north at the top. Each site on the map a minimum will show dock and slip number, and status through symbols, color-coding, and/or alphanumeric characters.	M	A		5
32.03	Each slip will have a table showing all attributes (length, width, covered, uncovered, water, electric, TV, internet, etc.) and is activated by clicking the marina slip on the map.	M	A		5
32.04	Web-based Marina Slip/Storage Rental Management system that allows TDEC/TSP to manage day-to-day operations of slip/storage rental at its marina facilities by the hour, day, week or month.	H	A		5

32.05	System should also have flexibility for other sales performance reporting timeframes. Support multiple storage facilities at the same marina.	H	A		5
32.06	Print customizable contracts or quotes.	H	A		5
32.07	Drag and drop functionality to transfer customers from one slip to another.	M	A		5
32.08	System allows for payment online for slip rental deposit and monthly payments via credit card, debit card or check.	H	A	Notes Section Page 00	5
32.09	Customers must be able to print a receipt which includes the slip number(s) covered by the payment. System must provide instant confirmation of payment on slip rentals as well as email confirmation.	H	A		5
32.1	Slip/storage rental system will fully integrate with all other segments of the system, including other stores and services, through the systems integrated shopping cart.	H	A	Notes Section Page 00	5
32.11	System will allow for transient slip rental and reservation by park visitors online or walk-in at the park.	H	A		5
32.12	System must track the annual licenses administered by TSP for seasonal boat docks.	L	A	Notes Section Page 00	5
32.13	For each marina, the system must maintain a list of slip holders and their assigned slip number, location, and permit number. Slip hold information must include customer name, address, phone number, boat make and boat registration number. The system must have the flexibility to allow the park staff to modify this information.	H	A		5
32.14	System will manage marina's accounts receivable from mooring/slip/storage rentals.	M	A		5
32.15	System will send email courtesy notifications to monthly renters and provide for automatic billing for weekly/monthly/annual rental rate against renters credit card.	H	A		5
32.16	System shall provide for management of past due payments on rentals of slip/storage rentals and collect proof of insurance.	H	A		5
32.17	No reservation fee is applicable to slip rentals other than through the Monthly Management charge.	M	A		5
32.18	System must collect a boat registration number, a boat type and boat length. Staff will also have the option of entering other boat characteristics including make, model and name of boat into the system.	H	A		5
32.19	System must allow each park to generate license agreements with customer specific information that can be sent or emailed to slip holders each year. The licensed agreements will be customizable with park specific information as well.	H	A		5
32.2	System must have the flexibility to add new slips as they are constructed.	M	A		5
32.21	For each park, the system must maintain a log of annual slip licenses that are mailed, those that have been paid and licenses that are awaiting payment. The log must be viewable and printable from the park office.	H	A	Notes Section Page 00	5

32.22	System must calculate the appropriate fees for each slip and account for any discounts. System must allow park staff, with the appropriate permission levels, to override prices or length limitations.	H	A		5
32.23	System must allow a dock holder to pay for a renewal online or at the park office and allow for prorated refunds on state slips based on the departure date.	M	A	Notes Section Page 00	5
32.24	System must generate a report that provides information on which slip licenses have been paid online. The information must include slip holder information, slip number, payment date and payment type and confirmation that the license terms were accepted.	H	A	Notes Section Page 00	5
32.25	System must allow staff to transfer a reservation from the existing slip to a vacant slip allow license agreements to be viewed/printed from a field workstation.	M	A		5
32.26	At the beginning of each year, the system must automatically generate reservations for those customers who had a slip reservation at the end of the previous season, except for those persons who slip expired based on the specified rotation.	M	A	Notes Section Page 00	5
32.27	System must maintain park specific waiting lists for vacant slips. The parks staff must be able to add names to the waiting list.	M	A	Notes Section Page 00	5
32.28	System must allow slips to be put in a hold status by the staff for administrative purposes.	M	A		5
32.29	System must notify the operator when the boat length exceeds the length of the selected slip.	M	A		5
32.3	System must allow for multiple boats to be assigned to a single slip and allow for one person or entity to pay for multiple slips.	M	CO	Notes Section Page 00	3
32.31	For slips that are not paid in full on a specified date, the system must calculate a late fee and add it to the amount due. Vacancy reporting that shows if a customer is past due.	H	A		5
32.32	System must have the ability to allow for reservations to be taken for transient slips, easy extension of stays, transfers and early departures, collect customer information for slip rentals, including customer name, address, phone number and email address, collect transient boat information that includes registration number, boat name, beam, length, draft and electric hook-up required and generate a confirmation email for each reservation	M	A	Notes Section Page 00	5
32.33	System must calculate fees based on the length of the boat, with a minimum per night fee regardless of boat length not allow a reservation where the overall boat length exceeds the slip length.	H	A		5
32.34	System must collect customer requests for starboard or port tie up and stern or bow in when making a reservation.	L	A		5
32.35	For reservations, the system must accommodate the business rules which will be developed by TSP.	H	A		5
32.36	System must provide printable and sortable reports for the marina, including arrival reports and occupancy reports. These will be available for a date or date range selected by the user.	H	A		5
32.37	System must allow for group reservations in a marina, where a group organizer can hold a requested number of slips, and then individuals may call and reserve the slips that have been held.	M	A		5
32.38	System must allow slip attributes including length, width and depth. Boats can only be placed in slips with length, width and depth that are greater than or equal to the length, width and draft of the boat.	M	A		5

33.00 Customer Reward Program					
33.01	System must be able to track each overnight stay and point of sale transaction by customer.	M	A	See Rewards Page 00	5
33.02	Customers will be able to enroll in the Reward Card program online or at any field location.	M	A	See Rewards Page 00	5
33.03	The online tracking must be done on a point based system. At certain milestone levels, the customer will be eligible for a promotional award, which will include free or discounted overnight stays, merchandise or other TSP specified rewards.	H	A	See Rewards Page 00	5
33.04	System must be able to automatically add points to a customer account for a reservation, retail or other eligible purchase. Points for overnight stays must not be added to the account until after the departure date. System must maintain a cumulative record of each person's account that will roll over from year to year. System must be able to deduct points when a customer redeems the award or awards for which they are eligible.	H	CU	See Rewards Page 00	2
33.05	System must be capable of adding "bonus points" to a customer account based on a specific behavior or transaction, such as reserving during a set time period or for a select park or for purchasing a specific item. System must allow for the earning or redemption rates to be set at varying levels depending on the park and/or facility type or the retail transaction.	M	A	See Rewards Page 00	5
33.06	System must allow customers to check on the status of their loyalty account either through the internet (including mobile and tablet users), central reservations or the field.	M	A	See Rewards Page 00	5
33.07	System must be able to print out any reward coupons for which the customer may be eligible.	M	A	See Rewards Page 00	5
33.08	System must be able to import all existing customer records relative to Reward Card numbers and point balances.	M	A	See Rewards Page 00	5
33.09	System must allow customers with multiple reward cards to merge accounts, which will result in the balances on the two cards being merged.	M	CU	See Rewards Page 00	2
33.1	System must have a way to connect a completed POS sale for which no Reward Card was presented at the time of transaction to an existing Reward Card account, and the points for the transaction must be added to the Reward Card account.	M	A	See Rewards Page 00	5
33.11	System must provide a way to manually adjust points, with the appropriate permission level, to account for errors in the system or for customer service issues.	M	A	See Rewards Page 00	5
33.12	System must include the customer's Reward point balance on receipts for POS or Reservation transactions.	M	A	See Rewards Page 00	5
34.00 Golf Management System - The Tee Time Reservation module shall include the following functionality:					
34.01	Reservations booked by phone, internet, name or customer ID.	H	A		5
34.02	Tee sheet set up for various scenarios (e.g. 27 or 36 holes).	M	A		5
34.03	Flexible set-up for every type of tee sheet (e.g. shotguns, double tees, leagues, etc.).	M	A		5

34.04	Squeeze feature to create room on the tee sheet and includes templates to quickly create and modify tee sheets.	M	A		5
34.05	Drag and drop to easily move tee times and color-coordinated fees on the tee sheet.	M	A		5
34.06	Track no-show customers.	M	A		5
34.07	Outings report to manage all outing reservations.	M	A		5
34.08	Windows standard cut, copy, and paste functions for reservations.	M	A		5
34.09	Check for valid credit card reminder or credit card required.	H	A		5
34.1	History of reservations including movement, player change and cancellation.	M	A		5
34.11	Cancellation numbers automatically generated by the system.	M	A		5
34.12	Reservation notes for special needs.	H	A		5
34.13	Advanced search feature to search by package ID, confirmation number, customer, offer code and cancellation number.	M	A		5
34.14	Monthly calendar to easily maneuver between days. Easily book recurring reservations for outings or leagues.	M	A		5
34.15	Tee sheet summary displayed on every day's tee sheet.	H	A		5
34.16	Display different courses or rate structures in different colors.	M	A		5
34.17	One week drop down to easily maneuver between days.	H	A		5
34.18	Track pace of play.	M	A		5
34.19	Flag reservations - rental clubs requested, VIP, etc.	M	A		5
34.2	User defined tee time intervals.	H	A		5

34.21	Print daily cart signs and print tee sheet for starter in a variety of different formats.	M	A		5
34.22	Cancellation, Demographics and utilization reports.	M	A		5
34.23	Track actual players as well as the customer making the reservation.	H	A		5
34.24	Warning system for reservations outside normal booking threshold.	L	A		5
34.25	Automatic daily backups and maintenance.	H	A		5
34.26	Touch screen enabled.	M	A		5
34.27	Prime a given area code and state into a new customer profile for ease of data entry.	M	A		5
34.28	Ability to purge old tee sheet data.	M	A		5
34.29	24-hour internet booking that ties into to Tee sheet at each course.	H	A		5
34.3	Website shows only available tee times and ability to restrict those available.	H	A		5
34.31	Ability to restrict advance time of bookings to 7 days, 14 days, 30 days as selected.	H	A		5
34.32	Tee time reservations and tee sheet integrated with email marketing and customer database.	H	A		5
34.33	Easy ability to change rates for select times and days. Ability to restrict single, twosomes ability to book during certain times.	H	A		5
34.34	Ability for customers to create online profile to facilitate ease of use after the first visit.	M	A		5
34.35	Ability to use customized fonts and colors when internet tee times integrated with tee sheet.	M	A		5
34.36	Ability to adjust individual prices within a package price.	M	A		5
34.37	Squeeze additional players to allow for fivesomes, sixsomes, etc.	M	A		5

34.38	Ability to keep inventory in system with golf carts, including detailed maintenance.	M	A		5
35.00 Golf Customer Database					
35.01	Should include the following fields: Last name, first name, and phone number as required fields, email address, address, credit card number, birth date, customer type, zip code, customer notes, and other fields as may be required.	H	A		5
35.02	Maintain a complete detail of every reservation, round, cancellation and no-show.	H	A		5
35.03	Track all financial activity, special orders, credits, awards , etc., for every customer.	M	A		5
35.04	Categorize customers by golfing activities, preferred days of golf, etc. Ability to track customer history and booking practices.	M	A		5
35.05	Track gender specifics for target activities and sales to males or females.	L	A		5
35.06	Identify when pass holder's privileges will expire and pop-up note to automatically notify staff.	H	A		5
35.07	Choose whether customers receive e-mail marketing messages in plain text or HTML format.	H	A		5
35.08	Pop-up messages display important notes whenever a customer books a tee time or tries to purchase anything.	H	A		5
36.00 Credit Card Processing					
36.01	System will interface with state contracted merchant services provider for all credit card transactions and must be PCI compliant.	H	A		5
36.02	Software must be capable of handling credit card payments through central reservations, at all in-park sites, and through the reservation website. System must accept Visa, Mastercard, Discover Card, American Express credit cards and bank credit card backed by any of these cards.	H	A		5
36.03	Credit card information and CVV number must be captured through a swipe capture feature. Online purchases/reservations must require input of CVV. Credit card number and expiration dates must be encrypted. No more than the last four (4) digits of the credit card number must be displayed on transaction receipts and the expiration date must also be masked.	H	A		5
36.04	System will capture signatures electronically.	M	CO	Notes Section Page 00	3
36.05	Reporting is broken down by card type, by date, by park and list every transaction that occurs each day. Includes ability to click into transactions for additional detail.	H	A		5
36.06	Transaction detail for transaction ID assigned by processor.	H	A		5

36.07	If the swipe feature or EMV/chip-enabled feature of the credit card module does not work, the system must allow for the manual entry of personal information including the name on the card, credit card number, CVV number, expiration date, address and/or zip code for fraud protection.	H	A		5
36.08	System must be secured so that personal information of credit card holders is protected.	H	A		5
36.09	If the processor declines a credit card transaction, the system must require the user to choose another credit card number or other form of payment before allowing completion of reservation and system will provide a reason code for the declined transaction.	H	A		5
36.1	System must allow for refunds to credit cards when the credit card is used as an original form of payment.	H	A		5
36.11	System must allow credit card refunds up to a TSP specified amount of time after the original transaction date.	H	A		5
36.12	In order to address credit card disputes, the system must include a component that will allow TSP Central Office staff to research all credit card transactions that originate from any location in the system based on date of transaction, last four (4) digits of the credit card number, amount of transaction, or customer last name. The search must return, at a minimum, receipt number for the transaction and park where transaction occurred.	H	A		5
37.00 Journal Vouchers					
37.01	Ability to create a folio that will be a journal voucher, requiring speed charts, and the required information needed to process.	H	CO	Notes Section Page 00	3
37.02	Ability to attach JV documentation within the transaction.	H	CU	Notes Section Page 00	2
37.03	Error messages are activated if specified JV documentation is not all added to the system.	H	CU	Notes Section Page 00	2
37.04	Track Special Arrangement Request (SAR) payments back to a certain SAR budget for each park. (these are special arrangement requests that the park is allowed to use to discount items within their park or donate to an organization up to a certain amount per year).	H	A		5
38.00 Customer Surveys					
38.01	System must have a component to allow customers to complete an online satisfaction surveys for their reservation or after any visit to a TSP facility. Content of the surveys must be approved by TSP. Content of the surveys may vary by park depending on the services and amenities available at that park.	M	A		5
38.02	System must compile the responses by 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 TSP and sent to TSP at the end of each month.	M	A		5
38.03	Users with the appropriate permission levels must be able to view individual survey responses and respond to a survey via email.	H	A		5
38.04	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.	H	A		5
38.05	For those customers that do not have a reservation, the survey for each park must be on a website that can be accessed through the TSP website.	M	A		5

39.00 Customer Management/Marketing					
39.01	System must be structured as to limit the possibilities that one individual has multiple customer records in the database. System must have the ability to periodically check the database for duplicate customer records for the same individual. Multiple records for the same customer must be merged into a single record so that when a customer search is performed, the system only returns one record for the individual.	H	A		5
39.02	System must allow reminder confirmations to be sent to a customer up to fourteen (14) days prior to their reservation arrival date. This reminder confirmation must be customizable with park specific information.	M	A		5
39.03	System must allow comments to be added to a customer account. These comments will stay with the customer account and will be viewable at all locations by users with the necessary security levels.	H	A		5
39.04	System must allow users to pull customer information/lists from the system, based on different filters, such as past wedding clients, reward card holders, etc.	H	A		5
39.05	System must allow field staff to update customer information, including address, phone number, email, etc.	H	A		5
39.06	Ability to record if a guest wishes to be on Department mailing list.	M	A		5
40.00 Tour Ticketing / Event Registration: Vendor will provide an event management system that will utilize an API connection to populate multiple event calendars on the TNStateParks.com website. It must be compatible with the current website and future website designs. This event management system must be available at time of launch in order to replace the current event management system without loss of functionality. This would require collaboration with TDEC's Information Technology division and Tennessee State Parks' staff to establish the API connection.					
40.01	System must provide front-end users the ability to filter, search and segment displayed calendar events using categories such as date range, park, region, activity, etc. These events should populate on one main event calendar and also on the event calendars of individual parks with which the events are associated.	M	A		5
40.02	Ability to group special events (i.e. boat tours, first day hikes, Father's Day, etc.) into additional calendars that display all relevant events on website pages designed specifically for those events.	H	A		5
40.03	Provide a registration portal for the public to RSVP for free- and fee-based events and pay for events when applicable. Any credit/debit card transaction would need to meet all applicable merchant services requirements.	H	A		5
40.04	Display upcoming events on cabin/campground/inn room reservation receipts and welcome emails. Guests should see events from the park at which they have made a reservation as well as nearby parks for the date range of the guest's stay.	M	A		5
40.05	Ability to attach event collateral, such as photos and PDFs, to all event entries.	M	A		5
40.06	Ability to assign events to individual parks as well as assign the same event to multiple parks.	H	A		5
40.07	Ability to export event attendee manifests/rosters.	H	A		5
40.08	Ability to email event attendees before the event, after the event, and in the case of event cancellation or reschedule.	M	A		5
40.09	Provide an event query/report that includes all of the events within Tennessee State Parks and is searchable by date range, park, date entered, author, activity type, event name, etc. This must be exportable to Excel.	H	A		5

40.1	Ability to connect event attendee information with applicable guest profile.	M	A		5
40.11	Allow tiered administrative access to multiple users.	H	A		5
41.00 Fuel Tickets'Work Orders					
41.01	Ability to key and enter fuel tickets and work order information directly in the system.	M	CU	Notes Section Page 00	2
41.02	System will track equipment, mileage, vehicle tags, etc. Fuel reports and monitoring for park usage, etc can be based off this data.	M	CU	Notes Section Page 00	2
42.00 Petty Cash					
42.01	Ability to track and enter petty cash reporting and run reports based off what parks have not entered this data. Alert if data has not been entered. Alerts if petty case is not in balance and email to central office accounting if there is an overage or shortage. The park will be requested to explain in detail.	H	CU	Notes Section Page 00	2
43.00 Bad Checks					
43.01	Ability to flag a customer for a bad check/outstanding accounts that has been put in the system so the customer is flagged across all parks.	H	A	Notes Section Page 00	5

Raw Weighted Score:

High-Weight	350	
Medium-Weight	152	
Low-Weight	7	
Total	**509**	

	Total Raw Weighted Score:
The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.	
	(sum of Raw Weighted Scores above)

$$\frac{\textbf{Total Raw Weighted Score}}{\textbf{Maximum Possible Raw Weighted Score}} \quad \textbf{X 30}$$

(maximum possible score) **= SCORE:**

Arizona Business Bank
CoBiz Financial

1620 W. Fountainhead Pkwy.
Ste. 119
Tempe, AZ 85282
Tel 602.217.1580
azbizbank.com

January 23, 2017

Re: Reference Letter

Lindsay Oliveras
Sourcing Account Specialist
Central Procurement Office
Department of General Services
William R. Snodgrass TN Tower – 3rd Floor
312 Rosa L. Parks Ave
Nashville, TN 37243

RFO #32701-02884

Dear Lindsay:

We are pleased to favorably recommend Rev'd Up! Inc.

Rev'd Up! Inc and related companies have been highly valued clients of our institution (NASDAQ: COBZ) since 2014.

Rev'd Up Holdings, LLC, shares the same ownership structure as Rev'd Up, Inc., which has had a building loan with our financial institution since December of 2014 and has always paid as agreed.

The banking relationship includes lending, depository accounts and treasury management services. Rev'd Up! Inc has maintained deposits with us in the low to mid six figures. All loan and deposit accounts have been handled as agreed. The Company is in excellent standing with our institution.

If you have any questions regarding this relationship please call me at (602)217-1579.

Sincerely,

Thomas V. Murgolo

Thomas V. Murgolo
Vice President, Commercial Banking

GOLFNOW Reservations

Rev'd Up Inc.,

727 E Maryland Ave,
Phoenix, AZ 85014

January 26, 2017

To Whom It May Concern

RE: Credit Reference

This letter serves as a credit reference for Rev'd Up Inc., which is a valued customer of GolfNow G1, LLC.

Rev'd Up Inc. has been a client since 2012 and has always obtained a favorable credit standing with GolfNow. Invoices are always been paid promptly and their account is currently in good standings. Therefore, we recommend Rev'd Up Inc. to you with no reservations.

Feel free to contact me at 407-355-4168 should you require any additional information.

Regards,

Odessa Joseph

Odessa Joseph
Sr. Manager, Accounting

ProfilePlus[SM] Report

as of: 01/20/17 13:36 ET

Rev D Up, Inc

Address:	727 E Maryland Ave Phoenix, AZ 85014-1520 United States
Phone:	602-265-4364
Website:	revd-up.com
Experian BIN:	796792454
Agent:	Scott Painter
Agent Address:	3111 N Manor DR E Phoenix, AZ

Key Personnel:	President: Scott Painter Vice President: Andrew Pitts Vice President: David McLean
SIC Code:	8742-Management Consulting Services 5571-Motorcycle & All-Terrain Vehicle Dlrs 7999-Amusement & Recreation Services, Nec
NAICS Code:	541614-Process, Physical Distribution, And Logistics Consulting Services 441228-Motorcycle, Atv, And All Other Motor Vehicle Dealers 541612-Human Resources Consulting Services
Business Type:	Corporation
Experian File Established:	October 1999
Experian Years on File:	18 Years
Years in Business:	More than 18 Years
Total Employees:	10
Sales:	$1,148,000
Filing Data Provided by:	Arizona
Date of Incorporation:	09/13/2000

This location does not yet have an estimated Days Beyond Terms (DBT), or a Payment Trend Indicator. This is often the result of too few Payment Tradelines.

Lowest 6 Month Balance:	$7,618
Highest 6 Month Balance:	$34,580
Current Total Account Balance:	$0
Highest Credit Amount Extended:	$26

Payment Tradelines (see charts, detail):	4
UCC Filings:	0
✘ **Businesses Scoring Worse:**	**19%**
✓ Bankruptcies:	0
✓ Liens:	0
✓ Judgments Filed:	0
✓ Collections:	0

Credit Summary

Credit Ranking Score: 20

High Risk

Low Risk

The objective of the Credit Ranking Score is to predict payment behavior. High Risk means that there is a significant probability of delinquent payment. Low Risk means that there is a good probability of on-time payment.

Key Score Factors:

- Number of active commercial accounts.
- Balance of all commercial accounts.
- Ratio of balance to high credit for commercial accounts.
- Percent of delinquent commercial accounts.

Recommended Action: Medium To High Risk

Payment Summary

Insufficient information to produce
Monthly Payment Trends
chart.

Insufficient information to produce
Quarterly Payment Trends
chart.

Insufficient information to produce
Continuous Payment Trends
chart.

Insufficient information to produce
Newly Reported Payment Trends
chart.

Insufficient information to produce
Combined Payment Trends
chart.

Trade Payment Information

Payment Experiences (Financial Trades)

Supplier Category	Reported Date	Activity Date	Payment Terms	Recent High Credit	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT	Comments
Bank Card	1/06/17		Rev	$37,512	$34,580						

Tradeline Experiences (Continuous Trades)

Supplier Category	Reported Date	Activity Date	Payment Terms	Recent High Credit	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT	Comments
General	12/31/16	4/22/16	Cod	$26							
Packaging	1/04/17		Net 30								Cust 01 Yr

Additional Tradeline Experiences (Aged Trades)

Supplier Category	Reported Date	Activity Date	Payment Terms	Recent High Credit	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT	Comments
Commun Svc	5/20/14		Contrct	$90	$90	50%	50%				

Business Information Report

User Id: dave@itinio.com **Report Printed:** Wednesday February 01, 2017 04:06 PM

Business Summary

D-U-N-S Number: 169804171

Company Name:	REV'D UP! INC.
Physical Address:	727 E Maryland Ave
Physical City:	Phoenix
Physical State:	AZ
Physical Zip:	85014
Website:	www.revd-up.com
Telephone:	602 421-4029
Chief executive:	SCOTT PAINTER, PRESIDENT
Year started:	2000
Legal structure of the business:	Corporation
Employs:	10
Gross revenue:	F
History:	CLEAR
SIC:	4813 7371
Line of business:	Telephone communications, custom computer programing

History

The following information was reported **01/25/17**:

Officer(s):	SCOTT PAINTER, PRESIDENT ANDREW PITTS, VICE PRESIDENT DAVID MCLEAN, VICE PRESIDENT
DIRECTOR(S):	THE OFFICER(S)

The Arizona Secretary of State's business registration file showed that Rev'd Up! Inc. was registered as a Corporation on September 13, 2000 under file registration number 09626146.

Business started 2000. 34% of capital stock is owned by William Stark. 33% of capital stock is owned by Scott Painter. 33% of capital stock is owned by David Mclean.

SCOTT PAINTER. Antecedents are unknown.

ANDREW PITTS. Antecedents are unknown.

DAVID MCLEAN. Antecedents are unknown.

Business address has changed from 3111 N Manor Drive East, Phoenix, AZ, 85014 to 727 E Maryland Ave, Phoenix, AZ, 85014.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF 2017-01-27

Registered Name:	REV'D UP! INC.
Business type:	CORPORATION
Corporation type:	NOT AVAILABLE
Date incorporated:	2000-09-13
State of incorporation:	ARIZONA
Filing date:	2000-09-13
Registration ID:	09626146
Duration:	PERPETUAL
Status:	ACTIVE/IN GOOD STANDING
Where filed:	CORPORATION COMMISSION,PHOENIX,AZ
Principals:	ANDREW V PITTS , DIRECTOR , 3111 N MANOR DR EAST , PHOENIX , AZ , 850140000

Operations

2017-01-25

Description:	Provides telephone communications, specializing in Online service providers. Provides computer programming services, specializing in software development or applications. Terms are net 30 days. Terms are fee based and charged per transaction with a percentage paid in commissions. Territory : United States.
Employees:	10 which includes officer(s) and 1 part-time.
Facilities:	Owns Leases 5,000 sq. ft. on one floor of 1 story brick building. office is an additional unit built at the residence of officer.
Location:	Residential section on well traveled street.

SIC & NAICS

SIC:		NAICS:	
48130200	Online service providers	517110	Wired Telecommunications Carriers
73710300	Computer software development and applications	541511	Custom Computer Programming Services

PAYMENT SUMMARY

The Payment Summary section reflects payment information in Dun & Bradstreet's file as of the date of this report.

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers' primary industries:

	Total Rcv'd (#)	Total Dollar Amts ($)	Largest High Credit ($)	Within Terms (%)	Days Slow <31(%)	31-60(%)	61-90(%)	90>(%)
Top Industries								
Electric services	1	1,000	1,000	100	-	-	-	-
Lithographic printing	1	250	250	100	-	-	-	-
Other payment categories:								
Cash experiences	1	50	50					
Payment record unknown	0	0	0					
Unfavorable comments	0	0	0					
Placed for collections:								
With Dun & Bradstreet	0	0						
Other	0	N/A						
Total in Dun & Bradstreet's file	3	1,300	1,000					

The highest **Now Owes** on file is $250

The highest **Past Due** on file is $0

D&B receives over 600 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received.

PAYMENT DETAILS

Detailed Payment History

Date Reported (mm/yy)	Paying Record	High Credit ($)	Now Owes ($)	Past Due ($)	Selling Terms	Last Sale Within (months)
01/17	Ppt	1,000	250	0		1 mo
11/15	(002)	50			Cash account	2-3 mos
12/14	Ppt	250				1 mo

Payments Detail Key: 30 or more days beyond terms

FINANCE

2017-01-25

As of January 25 2017 a search of Dun & Bradstreets Public Record database found no open suits, liens, judgements or UCCs to which Rev'd Up! Inc. at 727 E Maryland Ave, Phoenix AZ was named defendant or debtor. Public records received hereafter will be entered into the database and will be included in reports which contain a Public Filings section.

PUBLIC FILINGS

No Public Filings available for this Company.

Government Activity

Activity summary

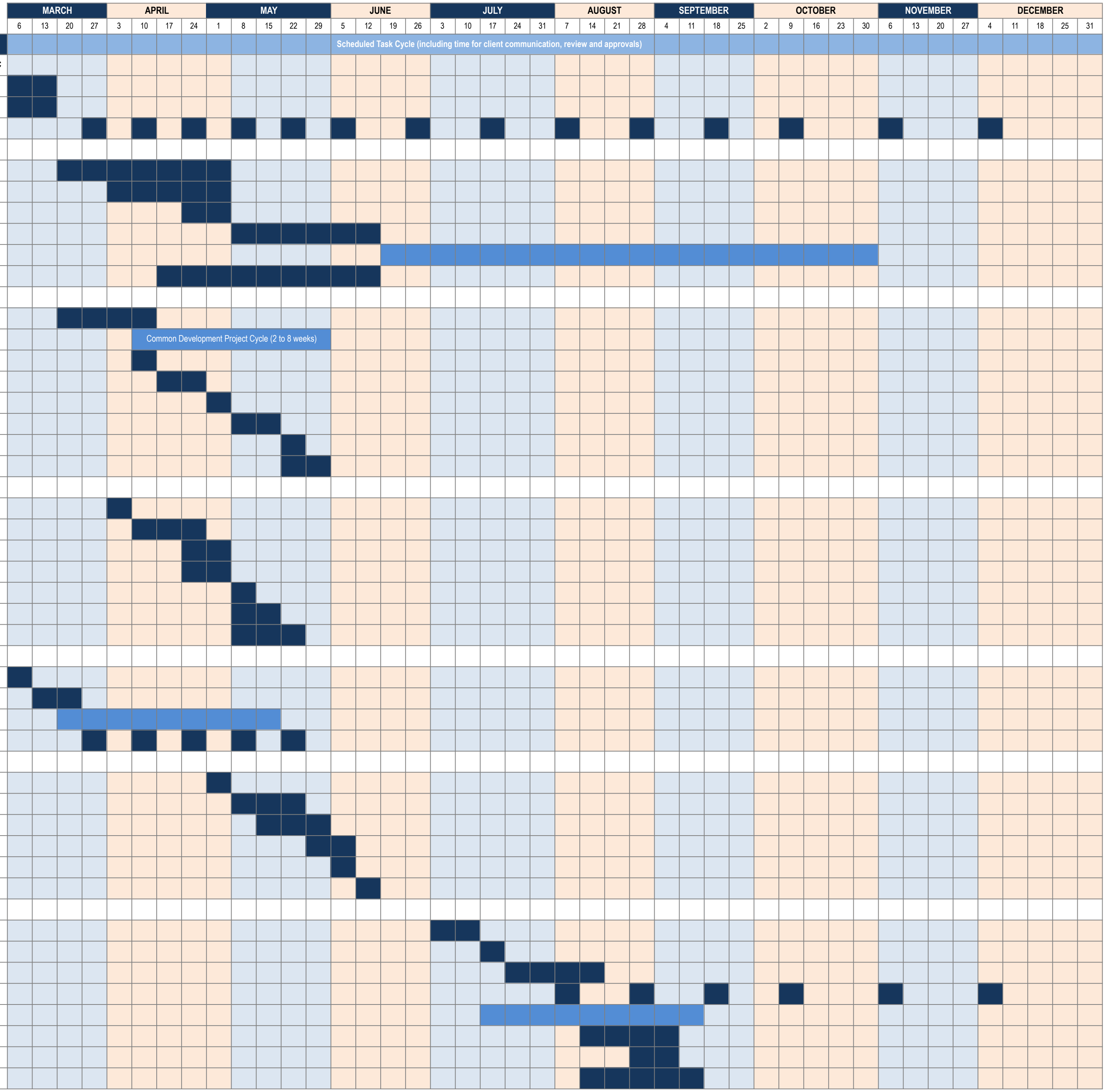
Borrower (Dir/Guar):	NO
Administrative debt:	NO
Contractor:	NO
Grantee:	NO
Party excluded from federal program(s):	NO

Possible candidate for socio-economic program consideration

Labor surplus area:	N/A
Small Business:	YES (2016)
8(A) firm:	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Project Description	TSP	RPM	SUP	ENG	NET	INV	WEB	GC
	Resources / Participants							
PROJECT TEAM								
Kickoff Meetings	X	X	X			X		
Team Communication Plan / Contacts / Training	X	X	X					
Status Meeting Schedule	X	X	X			X	X	X
CENTRALIZED DATABASES / REPORTS								
Central DB Planning Meetings	X	X	X					
Constituent Input / Report Requests & Scope	X	X	X					
Schedule DB Conversion (3 into 1) / Scope	X	X		X	X			
Network & AWS Provisioning / Testing	X	X		X	X		X	
Conversion (impact details TBD)	X	X	X	X	X			
API / Manual Input Planning (Inn/Golf)	X	X		X	X		X	X
MARKETING REPORTS & TOOLS								
Marketing Planning Project Meetings	X	X						
Report/Feature Development (example only)	X	X	X					
Spec Report	X	X	X			X	X	X
Initial Development (CAT)				X			X	
Marketing / User Review	X	X						
Update/Feedback Implementation		X		X				
CAT Review (as many cycles as needed)	X	X		X				
Publish to Production	X	X	X	X				
TOURS RESERVATIONS								
Project Meeting / Concept Presentation	X	X	X				X	
eCommerce Development			X	X			X	
PM and Park Mgr Review	X	X	X					
Payment and Load Testing (Dev System)				X	X		X	
CAT Review	X	X	X					
Publish to Production				X			X	
Operations Managers Notice / PR	X	X						
EVENT & PROGRAM REGISTRATION								
User Review Notes / Requests	X	X						
Open Project Tickets for Dev tasks			X	X			X	
Execute Updates / Work through tickets				X			X	
Project List Review (see status meetings)	X	X	X					
WEBSITE CONTENT INTEGRATION								
Establish Project Scope with Web Team (TSP)	X	X						
Configure Database / Content / Portal			X	X				
Code Content API (Test Environment)				X			X	
Design and Format Testing (mobile)				X			X	
CAT Review (Web and DB Teams)	X	X		X			X	
Publish to Live / Production			X	X				
REWARDS PROGRAM								
Project Kickoff Meetings (timing TBD)	X	X	X	X	X	X	X	X
Review Scope with Administration / F&A	X	X	X					
Developer Meetings / Set up Project Tickets			X	X	X		X	
Project Status Review (see status meetings)	X	X	X					
Rollout Planning (with Operations / Marketing)	X	X						
Unit Testing (all POS systems)			X	X			X	X
F&A Reports / Process Review	X	X		X				
Marketing Plan Review / Status	X	X	X					



Promotion Launch / Monitoring	X	X	X				X	X
FUEL TICKET / EQUIPMENT MANAGEMENT								
Opertions / F&A Scope Meetings (site visits)	X	X	X					
Wireframe Data Input Screens		X	X				X	
Review Input with Project Team	X	X						
Code Input / Document Processes & Policies				X			X	
CAT Review	X	X	X					
Field User Training	X	X	X					
Publish to Production				X				
CONSOLIDATED CROSSWALKS / F&A								
Review Current Edison Crosswalk Reports	X	X	X					
Meetings with Subcontractors / Scope & Timelines		X	X	X				
Review Process Changes with Project Team	X	X						
Complete Updates to Completion (cycles)	X	X	X	X			X	X
ONLINE DONATIONS								
Spec Online Forms with Project Team / F&A	X	X						
Wireframe Form Designs for approval							X	
Develop eCommerce Forms / Dev Testing		X	X	X				
CAT Review (as many cycles as needed)	X	X						
Publish to Live / Production				X				

Legend: TSP = TSP Project Manager | RPM = Rev'd Up Project Managers | F&A = Rev'd Up Accounting | ENG = Rev'd Up/Itinio Application & Database Engineers | NET = Itinio Network & Infrastructure Engineer | INV = Inventory Managers | WEB = Itinio Web Form Design, Features and Graphics

Legend: **X** = Primary Participation | X = Limited Participation

Disaster & Business Recovery Plan

Version *1.2*

11/1/2016

Itinio

Reserve › Welcome › Manage™

VERSION HISTORY

Version	Implemented By	Revision Date	Approved By	Approval Date	Reason
1.0	K. Leong	5/24/2015	S. Painter	6/1/2015	Initial Version*
1.1	A. Pitts	9/1/2016	S. Painter	9/3/2016	Update AWS roles
1.2	A. Pitts	11/1/2016	D. Hagen	11/4/2016	Update AWS roles
1.3					File Version for TSP

*This version replaces Disaster Recovery Plan designed for system hosting at SunGard Data Centers.

TABLE OF CONTENTS

1 INTRODUCTION

This Disaster Recovery and Business Recovery Plan (DRP) is to be the source of information that will outline the activities that will allow <CLIENT NAME> Reservation System Application to withstand a disaster and the actions to be taken if one eventuates.

This plan is draft only and intended to give clients an indication of Rev'd Up's DRP. The document will need to be reviewed in light of <CLIENT NAME> Disaster Recovery Procedures for compatibility and consistency.

Contact details have not been provided in this version. Once engaged, the contact details will be provided.

1.1 Definition of a Disaster

A disaster is defined as an event caused by man or nature that results in the inability for <CLIENT NAME> Reservation System to be able to perform for an extended period of time.

The DRP is meant to take effect when the outage is beyond the capability of the day-to-day maintenance and support arrangements for the Reservation System.

This DRP is not intended to take the place of the DRP for a client's website or operations and should form part of <CLIENT NAME> Disaster Recovery Procedures.

The architecture platform is utilizing **Amazon Web Services** and has the ability to failover as part of their day-to-day service.

In the event of a disaster risking human life, it is assumed that this is covered by <CLIENT NAME>'s Disaster Recovery process. This DRP should come into effect once all the people have been brought to safety and the next goal is to bring the Reservation System into business as usual mode.

The following events can lead to the DRP being activated

- AWS site disaster;
- Fire;
- Flash Flood;
- Pandemic;
- War;
- Terrorist Attack.

1.2 Purpose

This document will:

- Capture relevant information in case of a disaster;
- Document the steps to be taken.

The purpose of this plan is to

- Prevent the loss of resources;
- Minimize Reservation System downtime;
- Minimize impact to <CLIENT NAME> clients and staff;

- Minimize loss of transactions and data;
- Document the DRP testing procedures;
- Document DRP maintenance.

This DRP does not take into consideration any non-IT, personnel, Human Resources and Real Estate disasters.

1.3 Scope

Rev'd Up's approach for Operational Continuity for <CLIENT NAME> utilizes the features and advantages of Amazon Web Services (AWS), including Warm Standby and Pilot Light for DPR.

This includes:

- Cloud storage for backups;
- Amazon's Industry Standard Encryption;
- Automatic recovery of AWS administered servers for business continuity;
- Warm Standby or Pilot Light Database (minimized version of production that is ignited into activation) for disaster recovery;
- Alert notifications of Itinio servers to trigger support from Itinio Support.

Rev'd Up utilizes a Warm Standby or Pilot Light process for rapid restoration. These processes utilize a minimal version of the live, monitored Reservation System running in tandem to production. Restoration from this active and live version minimizes the RTO.

In case of disaster, Rev'd Up will provision the core infrastructure needed by the Reservation System. Amazon Machine Images (AMIs), and other automation services will be used to provision the remaining environment.

This DRP does not take into consideration any non-IT, personnel, Human Resources and Real Estate disasters. The costs of disaster recovery will be limited to support to provide <CLIENT NAME>s Park Reservation System Application services to ensure Reservation System is operational.

2 DISASTER RECOVERY TEAMS & RESPONSIBILITIES

In the event of a disaster different groups will be required to assist Rev'd Up in their effort to restore normal functionality to <CLIENT NAME> employees.

The different groups and their responsibilities listed below:

- Disaster Recovery Lead
- Disaster Management Team
- Applications Team
- Operations Team
- Management Team

The lists of roles and responsibilities in this section have been created to reflect the likely tasks that team members will have to perform. In some disaster situations, Disaster Recovery Team members will be called upon to perform tasks not described in this section

2.1 DISASTER RECOVERY LEAD

The Disaster Recovery Lead is responsible for making all decisions related to the Disaster Recovery efforts. This person's primary role will be to guide the disaster recovery process. All other individuals involved in the disaster recovery process will report to this person in the event that a disaster occurs, affecting the Reservation System, regardless of their department and existing managers.

All efforts will be made to ensure that this person be separate from the rest of the disaster management teams to keep his/her decisions unbiased; the Disaster Recovery Lead will not be a member of other Disaster Recovery groups in Rev'd Up or <CLIENT NAME>.

In a disaster, it is assumed that <CLIENT NAME> will appoint their own Disaster Recovery Lead. The Rev'd Up Disaster Recovery Lead's scope is the Reservation System and they will take instruction from the <CLIENT NAME> Disaster Recovery Lead.

Role and Responsibilities

- Contact point for <CLIENT NAME> upon knowledge of a disaster;
- Make the determination that a disaster has occurred and trigger the DRP and related processes;
- Initiate the DR Call Tree;
- Be the single point of contact for and oversee all of the DR Teams;
- Organize and chair regular meetings of the DR Team leads throughout the disaster;
- Present to the Management Team on the state of the disaster and the decisions that need to be made;
- Organize, supervise and manage all DRP test and author all DRP updates.

Contact Information

Name	Role/Title	Work	Home	Mobile
Rev'd Up VP	Primary Disaster Lead	111-222-3333	111-222-3333	111-222-3333
Rev'd Up CEO	Second Disaster Lead	111-222-3333	111-222-3333	111-222-3333

2.2 DISASTER MANAGEMENT TEAM

The Disaster Management Team that will oversee the entire disaster recovery process. They will be the first team that will need to take action in the event of a disaster. This team will evaluate the disaster and will determine what steps need to be taken to get the organization back to business as usual.

Role & Responsibilities

- Set the DRP into motion after the Disaster Recovery Lead has declared a disaster;
- Determine the magnitude and class of the disaster;
- Determine what systems and processes have been affected by the disaster;
- Communicate the disaster to the other disaster recovery teams;
- Determine what first steps need to be taken by the disaster recovery teams;
- Keep the disaster recovery teams on track with pre-determined expectations and goals;
- Keep a record of money spent during the disaster recovery process;
- Ensure that all decisions made abide by the DRP and policies set by <CLIENT NAME> and Rev’d Up;
- Create a detailed report of all the steps undertaken in the disaster recovery process;
- Notify the relevant parties once the disaster is over and normal business functionality has been restored;
- After <CLIENT NAME> is back to business as usual, this team will be required to summarize any and all costs and will provide a report to the Disaster Recovery Lead summarizing their activities during the disaster.

Contact Information

Name	Role/Title	Work	Home	Mobile
Ranger Smith	<CLIENT NAME> PM	111-222-3333	111-222-3333	111-222-3333
Rev’d Up VP	Rev’d Up VP	111-222-3333	111-222-3333	111-222-3333
Itinio PM	Itinio PM	111-222-3333	111-222-3333	111-222-3333

2.3 APPLICATIONS TEAM

The Applications Team will be responsible for ensuring that all enterprise applications operates as required to meet business objectives in the event of and during a disaster. They will be primarily responsible for ensuring and validating appropriate application performance and may assist other IT Disaster Recovery Teams as required.

Role & Responsibilities

- In the event of a disaster the team will determine if the Reservation System is not functioning
- If multiple applications are impacted, the team will prioritize the recovery of the Reservation System in the manner and order that has the least business impact to <CLIENT NAME>. Recovery will include the following tasks:
- Assess the impact to the Reservation System processes
- Restart applications as required
- Patch, recode or rewrite applications as required
- Install and implement any tools, software and patches required in the failover facility
- After <CLIENT NAME> is back to business as usual, this team will be summarize any and all costs and will provide a report to the Disaster Recovery Lead summarizing their activities during the disaster

Contact Information

Name	Role/Title	Work	Home	Mobile
Itinio Technical Lead	Itinio Technical Lead	111-222-3333	111-222-3333	111-222-3333
Itinio Developer 1	Itinio Developer 1	111-222-3333	111-222-3333	111-222-3333
Itinio Developer 2	Itinio Developer 2	111-222-3333	111-222-3333	111-222-3333

2.4 OPERATIONS TEAM

This team's primary goal will be to provide <CLIENT NAME> employees with local assistance so that they can perform their roles as quickly and efficiently as possible. They will need to provision impacted <CLIENT NAME> employees as notified by the Disaster Recovery Team. This may include those working from home.

Role & Responsibilities

- Work as directed by the Disaster Management Team.
- Ensure that all Rev'd Up employees that require access to a computer/laptop and other related supplies are provisioned in an appropriate timeframe
- Provide documentation, manuals or Itinio work tools as needed to Rev'd Up.
- This team will be required to maintain a log of where all of the supplies and equipment were used
- After <CLIENT NAME> is back to business as usual, this team will be required to summarize any and all costs and will provide a report to the Disaster Recovery Lead summarizing their activities during the disaster

Contact Information

Name	Role/Title	Work	Home	Mobile
Rev'd Up Ops Mgr	Rev'd Up Ops Mgr	111-222-3333	111-222-3333	111-222-3333
Liaison 1	Liaison 1	111-222-3333	111-222-3333	111-222-3333
Liaison 2	Liaison 2	111-222-3333	111-222-3333	111-222-3333

2.5 SENIOR MANAGEMENT TEAM

The Senior Management Team will make any business decisions that are out of scope for the Disaster Recovery Lead. Decisions such as constructing a new data center, relocating the primary site etc. should be make by the Senior Management Team. The Disaster Recovery Lead will ultimately report to this team.

Role & Responsibilities

- Ensure that the Disaster Recovery Team Lead is help accountable for his/her role
- Assist the Disaster Recovery Team Lead in his/her role as required
- Make decisions that will impact the company. This can include decisions concerning other financial and business decisions

Contact Information

Name	Role/Title	Work	Home	Mobile
Rev'd Up CEO	Rev'd Up CEO	111-222-3333	111-222-3333	111-222-3333
<CLIENT NAME> Director	<CLIENT NAME> Director	111-222-3333	111-222-3333	111-222-3333

2.6 DISASTER RECOVERY CALL TREE

Mandatory

In a disaster recovery or business continuity emergency, time is of the essence so the DPR and support team will make use of a Call Tree to ensure that appropriate individuals are contacted in a timely manner.

The Disaster Recovery Team Lead calls all Level 1 Members (Blue)

Level 1 members call all their Level 2 team members (Green)

Level 2 members call all their Level 3 team members (Beige)

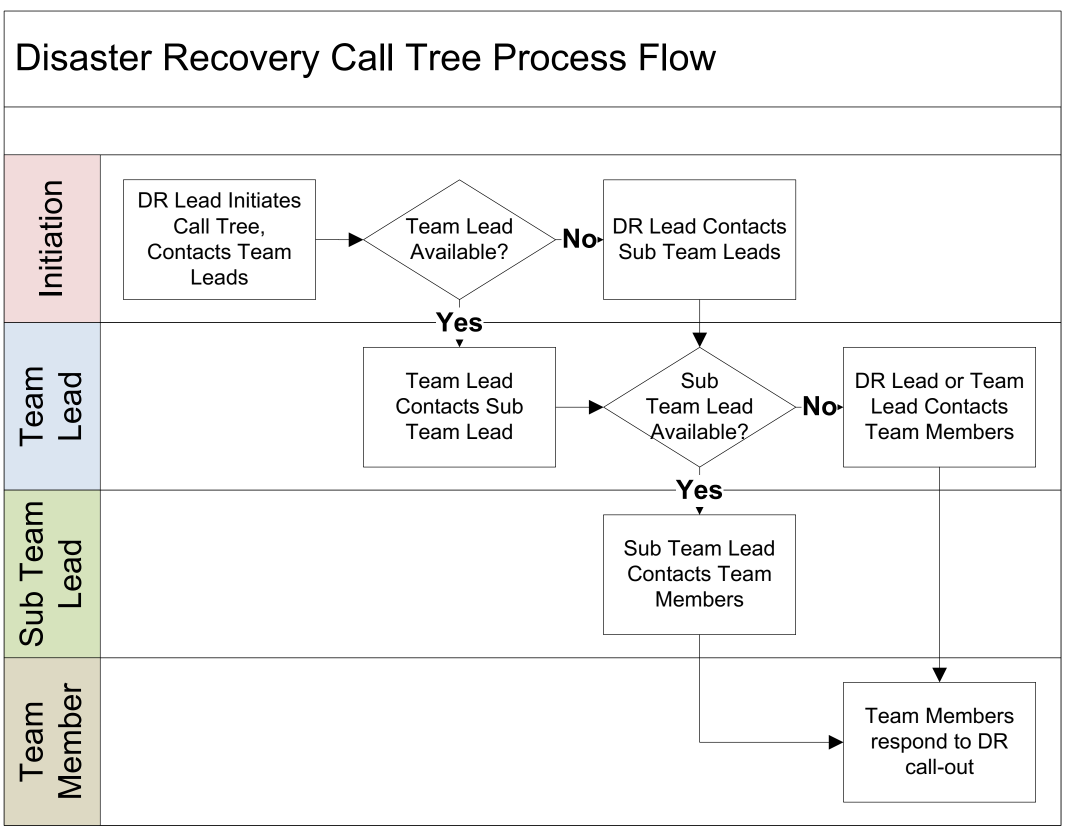
In the event a team member is unavailable, the initial caller assumes responsibility for subsequent calls (i.e. if a Level 2 team member is inaccessible, the Level 1 team member directly contacts Level 3 team members).

See example phone tree next page:

Levels and roles will be added based on the final DPR plan.

Contact	Office	Mobile	Home
DR Lead / Rev'd Up VP	111-222-3333	111-222-3333	111-222-3333
<CLIENT NAME> PM	111-222-3333	111-222-3333	111-222-3333
TBA	111-222-3333	111-222-3333	111-222-3333
TBA	111-222-3333	111-222-3333	111-222-3333
Itinio PM	111-222-3333	111-222-3333	111-222-3333
Itinio Ops Manager	111-222-3333	111-222-3333	111-222-3333
TN Liaison 1	111-222-3333	111-222-3333	111-222-3333
TN Liaison2	111-222-3333	111-222-3333	111-222-3333
Itinio Technical Lead	111-222-3333	111-222-3333	111-222-3333
Itinio Developer 1	111-222-3333	111-222-3333	111-222-3333
Itinio Developer 2	111-222-3333	111-222-3333	111-222-3333

A Disaster Recovery Call Tree Process Flow diagram can help clarify the call process in the event of an emergency. This sample may be used as-is or replaced with a custom flow process.



3 RECOVERY FACILITIES

Itinio systems are hosted with Amazon Web Services at their major hubs in Oregon, Virginia and Northern California. All Itinio systems, including the proposed system for <CLIENT NAME>, are provisioned on two or more identical and dedicated high-availability, Virtual Private Cloud (VPC) networks classified as NUI Tier IV, also referred to as a Fault Tolerant Site Infrastructure.

Each network is configured to provide seamless auto-failover (automatic response to a system outage or component failure) and provides the infrastructure necessary for live system maintenance for updates and upgrades.

Rev'd Up/Itinio acknowledges that <CLIENT NAME> will remain the sole owner of all system data supported by a Itinio/<CLIENT NAME> system. Information retained in this system cannot be shared, destroyed or otherwise used by Rev'd Up / Itinio.

3.1 DATA AND BACKUPS

The primary purpose for provisioning redundant, geographically-separated high-availability systems, as stated above, is to support a minimal Recovery Point Objective (RPO) made possible only through multiple real-time backups of all system applications and data over mirrored VPCs.

Itinio data systems and backup capabilities are designed and tested with a full catastrophic event Recovery Time Objective (RTO) of less than 15 minutes.

In other words, Itinio systems today are designed so that if the primary AWS networks on the West Coast were to completely fail, one of the other, fully provisioned, tested and current systems will take over to assume all operations; with no loss of data and minimal, if any, system recovery delay.

All data for <CLIENT NAME> will be 100% maintained inside the continental USA.

4 COMMUNICATING WITH A DISASTER

In the event of a disaster, Rev'd Up and <CLIENT NAME> will need to communicate with various parties to inform them of the effects on the business, surrounding areas and timelines. The Disaster Recovery Team will be responsible for contacting all of <CLIENT NAME>'s stakeholders.

It is assumed that for a disaster affecting <CLIENT NAME> parks/sites, the <CLIENT NAME> Disaster Recovery Plan will come into affect.

This section applies in the instances where the disaster affects the Reservation System.

With access to Itinio, the Operations team or the developers can add an alert/note to the Application to inform Portal users. The Disaster Recovery Management Team should script the message to be used.

4.1 COMMUNICATING WITH AUTHORITIES

The Disaster Recovery Team's first priority will be to ensure that the appropriate authorities have been notified of the disaster, providing the following information:

- The location of the disaster
- The nature of the disaster
- The magnitude of the disaster
- The impact of the disaster
- Assistance required in overcoming the disaster
- Anticipated timelines

Authorities Contacts

Authorities	Point of Contact	Phone Number	E-mail
Police Department	<<Contact Name>>	111-222-3333	<<Contact E-mail>>
Fire Department	<<Contact Name>>	111-222-3333	<<Contact E-mail>>

4.1 COMMUNICATING WITH EMPLOYEES

The Communications Team's second priority will be to ensure that the entire company has been notified of the disaster. The best and/or most practical means of contacting all of the employees will be used with preference on the following methods (in order):

- E-mail (via corporate e-mail where that system still functions)
- E-mail (via non-corporate or personal e-mail)
- Telephone to employee home phone number
- Telephone to employee mobile phone number
- The employees will need to be informed of the following:
- Which services are still available to them
- Work expectations of them during the disaster

It is expected that the <CLIENT NAME> contact or delegate will be responsible for contacting <CLIENT NAME> employees. The Itinio/<CLIENT NAME> PM will contact Rev'd Up employees.

Employee Contacts

Name	Role/Title	Home	Mobile	Email
John Smith	Employee	111-222-3333	111-222-3333	jsmith@org.org
Fred Jones	Employee	111-222-3333	111-222-3333	fjones@org.org

4.3 COMMUNICATING WITH CONCESSIONS

After <CLIENT NAME> and Rev'd UP's employees have been informed of the disaster, the Disaster Recovery Team will be responsible for informing concessionaires of the disaster and the impact that it will have on the following:

- Anticipated impact on service offerings;
- Anticipated impact on delivery schedules;
- Anticipated timelines.

Crucial concessionaires will be made aware of the disaster situation first. Crucial concessionaires will be emailed first, then called to ensure that the message has been delivered. All other concessionaires will be contacted only after all crucial concessionaires have been contacted.

Crucial Concessionaires

Company Name	Point of Contact	Phone Number	E-mail
<<Company Name>>	<<Contact Name>>	111-222-3333	<<Contact Email>>

Secondary Concessionaires

Company Name	Point of Contact	Phone Number	E-mail
<<Company Name>>	<<Contact Name>>	111-222-3333	<<Contact Email>>

4.4 COMMUNICATING WITH VENDORS

Mandatory

After all of <CLIENT NAME>'s employees have been informed of the disaster, the Disaster Recovery Team will be responsible for informing vendors of the disaster and the impact that it will have on the following:

- Adjustments to service requirements;
- Adjustments to delivery locations;
- Adjustments to contact information;
- Anticipated timelines.

Crucial vendors will be made aware of the disaster situation first. Crucial vendors will be emailed first, then called to ensure that the message has been delivered. All other vendors will be contacted only after all crucial vendors have been contacted.

Vendors encompass those organizations that provide everyday services to the enterprise, but also the hardware and software companies that supply the IT department. The Disaster Recovery Team will act as a go-between between the DR Team leads and vendor contacts should additional IT infrastructure be required.

Crucial Vendors

Company Name	Point of Contact	Phone Number	Email
e.g. Aramark	TBD	111-222-3333	TBD
e.g. VenTek	TBD	111-222-333	TBD

Secondary Vendors

Company Name	Point of Contact	Phone Number	Email
<<Company Name>>	<<Contact Name>>	111-222-3333	<<Contact E-mail>>

5 DEALING WITH A DISASTER

If a disaster occurs, the first priority is to ensure that all employees are safe and accounted for. After this, steps must be taken to mitigate any further damage to the facility and to reduce the impact of the disaster to the organization.

Regardless of the category that the disaster falls into, dealing with a disaster can be broken down into the following steps:

- Disaster identification and declaration;
- DRP activation;
- Communicating the disaster;
- Establish IT operations.

5.1 DISASTER IDENTIFICATION AND DECLARATION

Since it is almost impossible to predict when and how a disaster might occur, <CLIENT NAME> and Rev'd Up must be prepared to find out about disasters from a variety of possible avenues. These can include:

- First hand observation;
- System Alarms and Network Monitors;
- Environmental and Security Alarms in the Primary Facility;
- Security staff;
- Facilities staff;
- End users ;
- 3rd Party Vendors;
- Media reports.

Once the <CLIENT NAME> Disaster Recovery Lead has determined that a disaster had occurred, s/he must officially declare that the company is in an official state of disaster. It is during this phase that the Rev'd Up Disaster Recovery Lead must ensure that anyone that was in the primary facility at the time of the disaster has been accounted for and evacuated to safety according to the company's Evacuation Policy.

While employees are being brought to safety, the Disaster Recovery Lead will instruct the Disaster Recovery Team to begin contacting the Authorities and all employees not at the impacted facility that a disaster has occurred.

5.2 DRP ACTIVATION

Once the Disaster Recovery Lead has formally declared that a disaster has occurred s/he will initiate the activation of the DRP by triggering the Disaster Recovery Call Tree. The following information will be provided in the calls that the Disaster Recovery Lead makes and should be passed during subsequent calls:

- That a disaster has occurred;
- The nature of the disaster (if known);
- The initial estimation of the magnitude of the disaster (if known);
- The initial estimation of the impact of the disaster (if known);
- The initial estimation of the expected duration of the disaster (if known);
- Actions that have been taken to this point;
- Actions that are to be taken prior to the meeting of Disaster Recovery Team Leads;
- Scheduled meeting place for the meeting of Disaster Recovery Team Leads;
- Scheduled meeting time for the meeting of Disaster Recovery Team Leads;
- Any other pertinent information.

If the Disaster Recovery Lead is unavailable to trigger the Disaster Recovery Call Tree, that responsibility shall fall to the Disaster Management Team Lead

5.3 COMMUNICATING WITH DISASTER

Refer to the “Communicating During a Disaster” section of this document.

5.4 RESTORING IT FUNCTIONALITY

Refer to the “Restoring IT Functionality” section of this document.

6 RESTORING IT FUNCTIONALITY

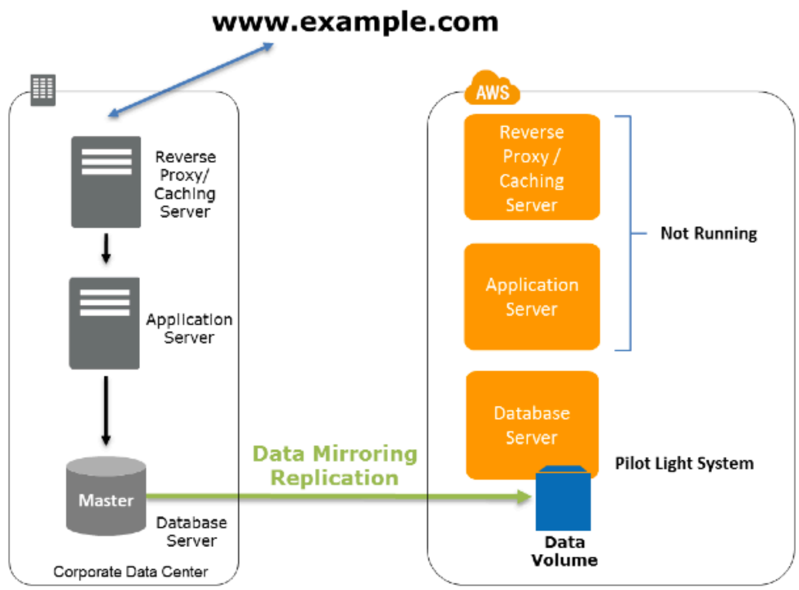
Should a disaster actually occur and Rev'd Up needs to exercise this plan, this section will be referred to frequently as it will contain the information that describes the manner in which <CLIENT NAME>'s Reservation System information system will be recovered.

This section will contain all of the information needed for the organization to get back to its regular functionality after a disaster has occurred. It is important to include all Standard Operating Procedures documents, run-books, network diagrams, software format information etc. in this section.

6.1 Preparation Phase

The following illustrates the preparation phase of restoring functionality to the system.

This occurs as part of day-to-day processing. The regularly changing data (e.g. transaction data) is replicated to the pilot light, and the less frequently updated data (e.g. operating system) is stored as an AMI (Amazon Machine Image).



The list below will be updated in more detail upon formal engagement.

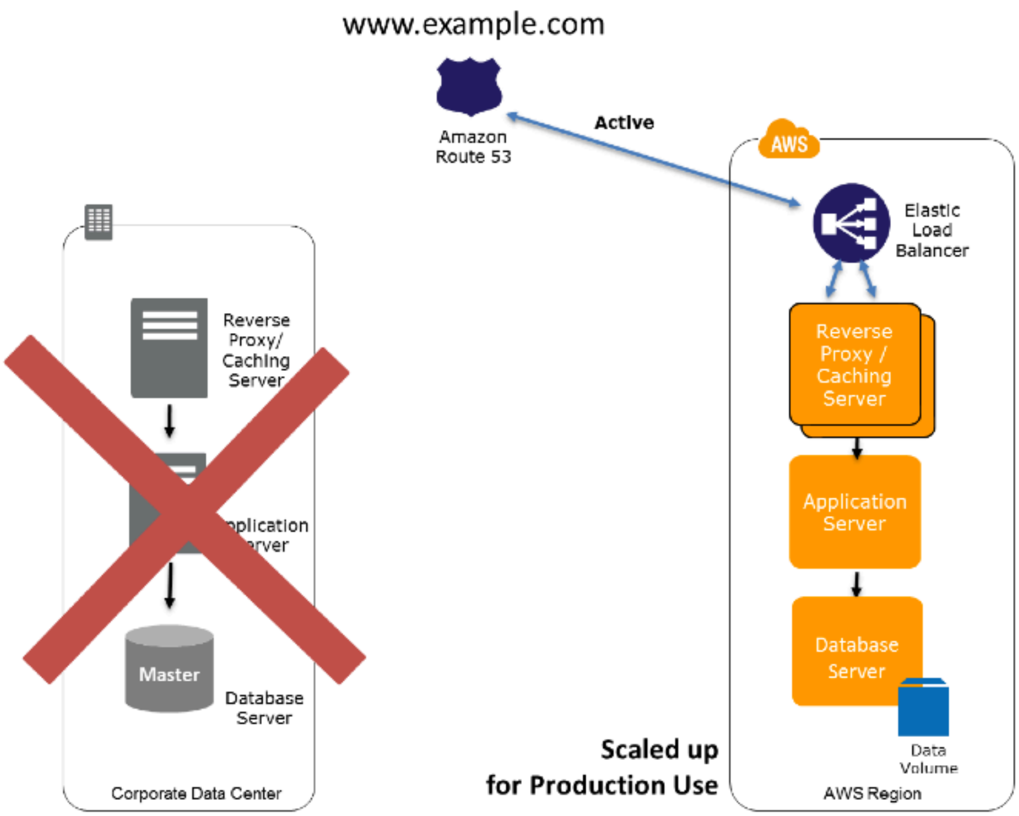
Key steps for Preparation:

- Set up Amazon EC2 instances to replicate or mirror data;
- Ensure that you have all supporting custom software packages available in AWS;
- Create and maintain AMIs of key servers where fast recovery is required;
- Regularly run these servers, test them, and apply any software updates and configuration changes;
- Consider automating the provisioning of AWS resources.

6.2 Recovery Phase

To recover the remainder of the environment around the pilot light, the Reservation System is started from the AMIs. Dynamic data servers will need to be resized to handle production volumes as needed or capacity will need to be added. Horizontal scaling is often the most cost effective and scalable approach to adding capacity.

After recovery, it is important for redundancy to be restored as quickly as possible.



The list below will be updated in more detail upon formal engagement.

Key steps for Recovery:

- Start the Parks Reservations System Amazon EC2 instances from your custom AMIs;
- Resize existing database/data store instances to process the increased traffic;
- Add additional database/data store instances to give the DR site resilience in the data tier; (Multi-AZ for Amazon RDS);
- Change DNS to point to the Amazon EC2 servers;
- Install and configure any non-AMI based systems.

7 PLAN TESTING AND MAINTENANCE

While efforts will be made initially to construct this DRP is as complete and accurate a manner as possible, it is essentially impossible to address all possible problems at any one time. Additionally, over time the Disaster Recovery needs of the enterprise will change.

As a result of these two factors this plan will need to be tested on a periodic basis to discover errors and omissions and will need to be maintained to address them.

7.1. MAINTENANCE

The DRP will be updated annually or any time a major system update or upgrade is performed, whichever is more often. The Disaster Recovery Lead (or delegate) will be responsible for updating the entire document, and so is permitted to request information and updates from other employees and departments within the organization in order to complete this task.

Maintenance of the plan will include (but is not limited to) the following:

- Edit this list as required;
- Ensuring that call trees are up to date;
- Ensuring that all team lists are up to date;
- Reviewing the plan to ensure that all of the instructions are still relevant to the organization;
- Making any major changes and revisions in the plan to reflect organizational shifts, changes and goals;
- Ensuring that the plan meets any requirements specified in new laws;
- Other organizational specific maintenance goals.

During the Maintenance periods, any changes to the Disaster Recovery Teams must be accounted for. If any member of a Disaster Recovery Team no longer works with the company, it is the responsibility of the Disaster Recovery Lead to appoint a new team member.

7.2 TESTING

Rev'd Up is committed to ensuring that this DRP is functional. The DRP should be tested every year in order to ensure that it is still effective.

Testing the plan will be carried out as follows:

Walkthroughs

Team members verbally go through the specific steps as documented in the plan to confirm effectiveness, identify gaps, bottlenecks or other weaknesses. This test provides the opportunity to review a plan with a larger subset of people, allowing the DRP project manager to draw upon a correspondingly increased pool of knowledge and experiences. Staff should be familiar with procedures, equipment, and offsite facilities (if required). Efforts should be made to coordinate with the <CLIENT NAME> Disaster Recovery Plan.

Simulations

A disaster is simulated so normal operations will not be interrupted. Hardware, software, personnel, communications, procedures, supplies and forms, documentation, transportation, utilities, and alternate site processing should be thoroughly tested in a simulation test. However, validated checklists can provide a reasonable level of assurance for many of these scenarios. Analyze the output of the previous tests carefully before the proposed simulation to ensure the lessons learned during the previous phases of the cycle have been applied.

The Disaster Recovery Lead as well as any resources that he/she will require will address any gaps in the DRP that are discovered during the testing phase.

7.3 CALL TREE TESTING

Call Trees are a major part of the DRP and Rev'd Up requires that it be reviewed monthly in order to ensure that it is functional. The call tree will be reviewed for completeness and accuracy.

8 Business Continuity

For the Itinio/<CLIENT NAME> cluster in AWS, Rev'd Up will configure system notifications, so that in the event of any subsystem alarm or outage, AWS will send immediate notification to the Itinio IT the team of the issue, along with type and details.

Services administered by AWS (e.g. load balancers and database servers), are engineered for automatic failover and automatically replaced by AWS to ensure high availability and redundancy.

An alert on a multi-redundant Itinio application or web server will trigger a ticket for immediate repair and/or replacement. This will be scheduled as soon as practical - most often within hours of notification.

Note that failure of a single instance in this availability zone will not affect performance.

Discussion: Enterprise-Level RTO / RPO

Traditional Recovery Point Objectives (RPO) of hours or days are ineffective in an advanced reservations, ecommerce environment. Anything but minimal (minutes) reservation data loss is not an option. Unlike other environments, reservations systems of this scale require substantial engineering and resources to provide the highest level of redundancy and effective, multi-location, real-time backup retention and restoration.

Auto failover and high availability ensures recovery speeds unavailable even a few years ago. Intra-Zone recovery from subsystem failure is reduced to seconds.

Using this system configuration of high availability auto-failover and redundancy, the RTO (Recovery Time Objective) is effectively seconds, and the RPO becomes negligible.

In the event there is a broader failure at AWS (e.g. the Primary Hosting Region is unavailable), the Warm Standby or Pilot Light process will require activation as described in Section 6: Restoring IT Functionality.

Because Amazon Machine Images (AMI) are stored within AWS, the process to recover is expedited since the server parameters and attributes are readily available.

In the unlikely event of an AWS Region failure, from notification, the RTO is then approximately 30 minutes, and the RPO will be within seconds of last transaction.

Note that Transactions will not be processed until the Pilot Light database has been activated (approximately 30 minutes).

TSP Program Manager

Event & Program Management System for Tennessee State Parks

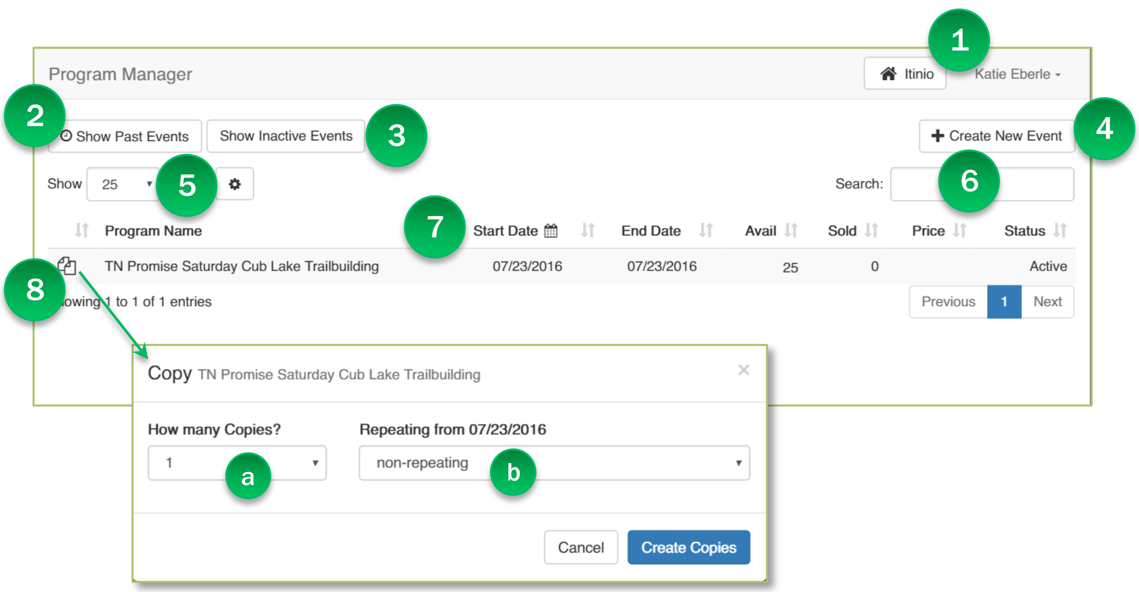
TENNESSEE
State Parks

Itinio
Reserve · Welcome · Manage™

Getting Started

The TSP/Itinio Program Manager feature is designed to help you create new events or programs (we'll refer to them as Events here) for direct inclusion on the tnstateparks.com website, as well as setting up programs for optional registration and fees, in one easy--to-use function.

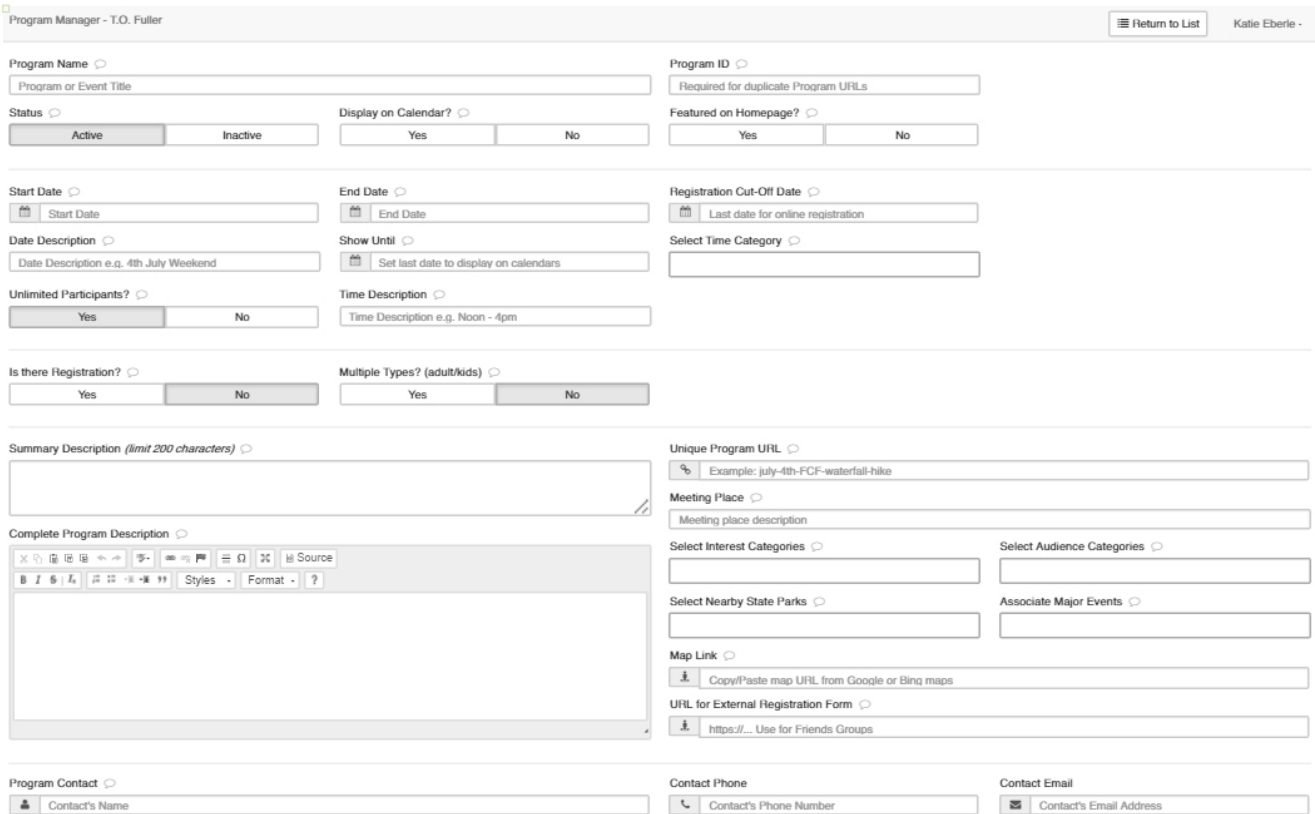
To access the Program Manager in the TSP/Itinio system; select “Products” from the left-side list of menus to open the product sub-menu. Then click “Program Manager” to open the list of events and programs for your park or location.



1. The Itinio home button returns you to the TSP/Itinio portal.
2. Click **Show Past Events** to view any events that took place before today.
3. Click **Show Inactive Events** to view inactive events.
4. Select the **+Create New Event** button to start a brand new record.
5. You can manipulate the list view with these selectors.
6. **Search** existing records for specific events using this box.
7. **Column sort order:** click the column heading to sort the list by any column.
8. For repeating events (e.g. every Friday) click the **Copy** icon to create inactive copies of any record. This feature makes short work of setting up repeating events. In each copied record, you will update the name, verify the dates and set the record to "active" before saving each copy. **See Rules for Repeating Events** below.
   a. Select the desired number of copies;
   b. If events repeat, select the occurrence. Every week- repeats on the same day of the week. Every month repeats on the same date of the month.

Creating a New Event

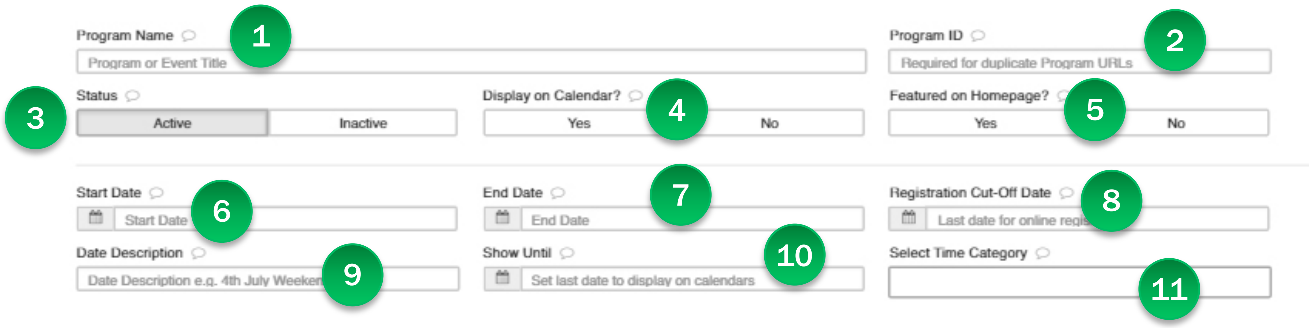
Clicking the **+Create New Event** button will bring up the workspace below that contains all of the fields and options to create a new event.



Events can be set up with the following options:

- **Description Only** with no registration or fees. Use this option when creating an event that is open to the public and you want to promote it on the website.
- **Registration Only** with no fees. This option can allow an unlimited number or registrants, or may be limited. For this option you will actually set a fee of $0.00 to enable the TSP/Itinio invoice system for registration only.
- Registration with a **one price** per participant. Similar to above, this option allows you to set a single fee for participation.
- Registration with **multiple priced fees** (e.g. Adults, Kids, Seniors) provides for multiple levels of pricing including Free (set as $0.00).

Setting Up the Program Name & Date



1. **Program Name** - Enter the name of the event or program. Limit 56 characters!
2. **Program ID** - This field is required for repeating or duplicate events in order to allow matching Program URLs (see Page 6, #3). See section on Rules for Repeating Events below.
3. **Status** - defaults to Active. Active events are available for registration and/or viewing on the tnstateparks.com website calendars.
4. **Display on Calendar** sets visibility on website calendars and pages.
5. **Featured on Homepage** - is only available to Administrators.
6. Select the **Start Date** for this event. This is a required field.
7. Set the **End Date** for event (defaults as the Start Date)
8. Set the **Registration Cut-Off Date** (defaults as the Start Date).
9. **Date Description** is required for repeating events i.e. Every Friday Evening. If you enter a description into this field, it will be displayed on the calendar details, rather than the actual start date. This field **must be entered** for Repeating Events, such as ‘Every Friday night in October’, as well as any multi-day events (festivals).
10. **Show Until** sets the last date for the event to display on the event calendar (defaults as the Start Date). This setting requires Administrator access.
11. **Select Time Category** is used to filter events. Select one.

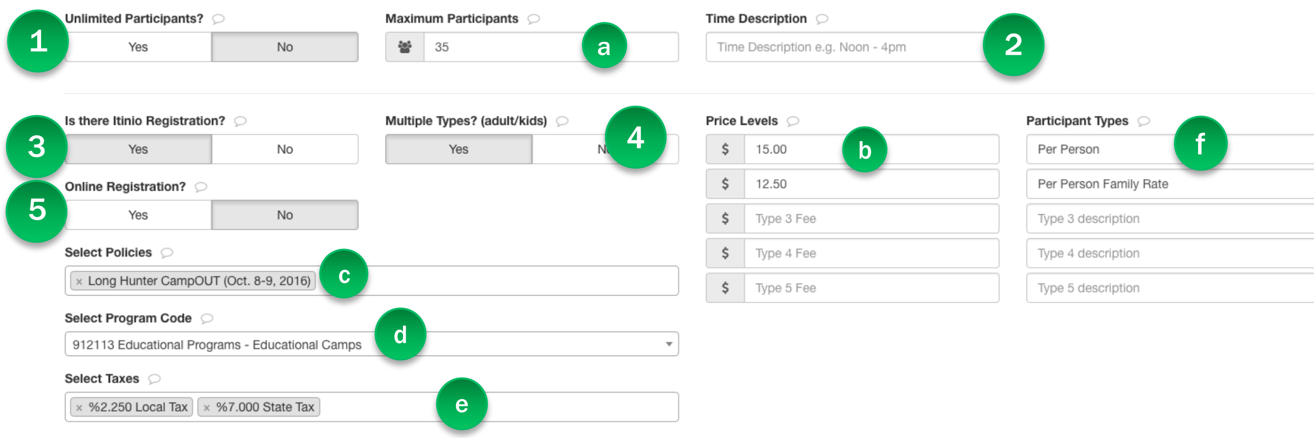
Rules for Repeating Events

Repeating events or programs, such as an activity that is scheduled Every Friday night, shows up on the website calendars **only once** and displays as long as the repeating event continues. The only difference in these events should be the dates, though slight changes to descriptions, pricing is allowed.

The **Program ID** is used to identify and group these events. A matching Program ID allows the system to duplicate the Unique Event URL (see fig 10, page 6). A Program ID can be any number or term (no spaces or special characters).

By setting a Program ID and Unique Event URL in the first event, then using the Copy feature to create duplicates, each of the repeating events will display correctly.

Participant, Policy & Price Detail Defaults



1. **Unlimited Participants –** Default is Yes. Select No to display the (a) **Maximum Participants** field. Set the limit of registered participants.

2. **Time Description** – Use this optional field to fully describe the timing of this event. As an example, you can describe an event planned for 7pm or Noon to 4pm. Enter any description that helps guests better understand the timing of the event.

3. **Is there Itinio Registration?** – No is the default. Set to Yes to display the minimum required pricing fields:

   b) **Price** – Enter the price per participant such as 3.00 for $3.00. For Free registration set the price to 0.00. This creates a zero-priced item that supports use of the Itinio invoice system for participant registration.

   c) **Select Policies** – Select one or more pre-set policies associated with this event. Policies are set up using the menu: Content Controls/Product Policies. Be sure to select the Events category when setting up these policies.

   d) **Program Code*** – Required for any priced event (including free). Select the appropriate Program Code. Frequently used codes will display on top of the list for easy selection.

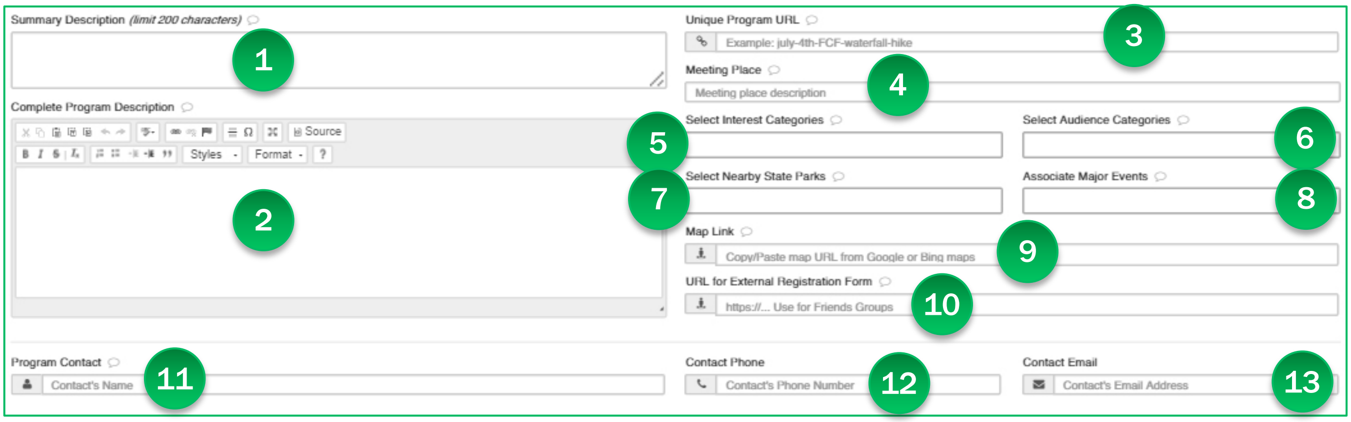
   e) **Taxes*** – Select applicable taxes. You can select more than one. Frequently used taxes will display on the top of the list.

4. **Multiple Types?** – Default is No. Select Yes to enter more than one pricing level (e.g. Adults, Kids, Seniors). Enter the description of **Participant Types** (f) in the related field.

Marketing Tip: Age-specific pricing levels should also describe the age limitation (e.g. Seniors 65+, Kids 12 and Under). Try to keep descriptions short!

5. **Online Registration?** – Displays if there is Itinio Registration (Yes) and defaults to Yes. Select No to hide the Itinio registration button on the website. Use this feature for events with requiring in-person or phone registration only.

Setting the Program Description



1. Enter a short **Summary Description** of the event for the website calendar page.
2. Enter the **Complete Description** of the event for the details page in the HTML editor window. To prevent unplanned formatting, it is a good idea to avoid copy/paste from Word. This field allows for a description of any length.
3. **Unique Program URL** - This field will be suggested for you based on the title of your program. You may modify the suggestions, but these must be unique in the system unless they have matching Program IDs. Administrator level access is required to set Program IDs. See Rules for Repeating Events above.
4. **Meeting Place** – Optional field. Describe where participants should meet up for this event.
5. Choose any **Interest Categories** that apply to this event.
6. Select any **Audiences** that are appropriate to this event.
7. Select the **Nearby State Parks** to include in the promotion of this event.
8. If this event is associated with one of the preset **Major Events** – select it here.
9. Copy and paste a **Map Link** from Google Maps. Tip: Use the Short URL provided.
10. If registration for this event is provided by a Friends group or other partner, paste the URL link for the **External Registration** form for this event here. This redirects the “Registration” button on the website.
11. If there is a designated **Contact** person for this event, enter it here.
12. Enter the optional **Contact’s Phone** number for this event here.
13. Enter the optional **Contact’s E-mail** address here.

Once completed, click **Save Changes** button at the top of the page.

Click **Return to List** to return to the list of all events created for this park.

Tip: Use the Preferences option (top right) to change the style of your list and program manager forms.

Project List: Tennessee State Parks

Updated: 6/15/16

Active Projects	Target	Champion	Next Steps
Marina Statements	5/14	Dave	In Production: Plan to Visit Marinas in May to review and train
South Cumberland / Back-Country Reservations	5/7	Andrew	Custom res process to support multi-site/date itineraries with one res fee per itinerary
Program/Event Builder Application	4/18	Andrew	Custom Itinio application to ease Park Staff inventory setups for registration products
Online Event/Program Registration	5/7	Scott (AP)	New registration form to support Program Builder (above)
Update Event/Program Rosters	5/7	Dave (KL)	Program roster reports for Program Hosts (datatables output)
Online Donation Form	6/1	Dave (DH)	Allow customers to donate directly to TSP (tnstateparks.com/donate). Need COA information
QuickSale Upgrade (new Itinio application)		Suzanne	Convert field processes to new QuickSale. Button setup and training.
Marina Monthly Process Automation		Dave	Final step in marina conversion: Test process after statements review (above)
Tour Manifests (Dunbar & Sgt York)		Dave (KL)	Review updated Tour manifests with parks
Statewide Availability View by Product Type	5/14	David H	Allows website visitors to view statewide availability by product type and continue to reservations
Park Maps with All Site Descriptions Visible		Scott (AP)	Create view that allows users to see features of all sites. Show availability in a calendar view (new).
Calendar-Style Availability View by Site/Cabin		Scott (AP)	Shows future availability in a calendar format for each site/cabin (see above)
Ajax Alert Messages Upgrade	5/1	Katie (DH)	Update alert messages to display for customer-selected date range / review by Park
Block out sites on In Use Report		Dave	Add manually blocked sites to In-Use reports
Invoice List Upgrade / Enhanced Search		Dave	Complete - ready for field testing and input (recommend old invoice archive)
Email Receipt Messages saved to History		Scott	Complete - published 4/8
REVPAC Report (REVPAR for Cabins)		Dave	Complete - displays occupancy and revenue by day of week
Auto-Fill City/State for Zip Code Entry		David H	Complete! Thanks Canada for making a simple project so hard…
Fulfillment Status for Gift Cards		Katie (SP)	Complete - Program exception so that categories only show for Tower Account (sp)
Responsive Reservations Forms	7/1	David H	Updgrade Camp/Cabin/Shelter forms for 100% mobile friendly use

In Discussion	Target	Champion	Notes
Sales Pace Report		Dave (KL)	Send example report to Andrew for review and discussion with Ken
Cabin Housekeeping Status App		Scott (DH)	Implement housekeeping status tool for cleaners for use on smartphones
Alert Message for No Discount		Dave	Add an alert for no discounts when an A+ or Premium site is selected in the portal
Additional Person add-on to Campsite form		Scott	In Discussion w/ Mike
Option to Select Horse Stall Add-On (Natchez)		Scott	Similar to Additional Person (and pet fees…)
Campsite Arrivals Ordering		Scott	Alternative Arrivals Report in datatables format - link to invoice for Guest Template updates
Upgrade Email queries for Regina		Dave	Update Email Report to allow larger date range (than Month)
Update Close-of-Day for Retail/QuickSale		Dave	Auto-Close QuickSale and retail invoices or Select all with 0 balance QuickSale and retail
Update Close-of-Day Process for Events		Dave	Use Date2 (template 19) as Close-Date - to show up on Close-of-Day on last day of event.
Cabin Arrivals Report Checkbox		Dave	Add a checkbox to the Participant Template to track Check-In Status
Add Date to Report for Campground Host usage			Donna (TN) to advise which reports the camp hosts would like this listed

Not Yet Scheduled	Priority	Champion	Notes
Wait List for Cabins	Low		Still discussing best approach (simple paper list is working fine).
Customer Data CSV for FOIA request			Waiting for Mike R

MEETING NOTES:

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