



**MISSISSIPPI DEPARTMENT of WILDLIFE, FISHERIES,  
AND PARKS**

Sam Polles, Ph.D., Executive Director  
1505 Eastover Drive  
Jackson, Mississippi 39211  
(601) 432-2400

**MINORITY AND WOMEN OWNED BUSINESSES ARE ENCOURAGED  
TO APPLY**

**ISSUE DATE:** January 5, 2022

**SOLICITATION:** Request for Proposals

**SOLICITATION NUMBER:** RFX #3140002953

**DESCRIPTION:** Management and Operations of Mississippi State Parks  
(Hugh White, George P. Cossar, John Kyle, and Wall Doxey)

**PROPOSAL CLOSING LOCATION:** Mississippi Department of Wildlife, Fisheries, and Parks  
1505 Eastover Drive  
Jackson, Mississippi 39211

**PROPOSAL COORDINATOR:** Leigh Washington  
Telephone: 601.432.2008  
Email: [Procurement@wfp.ms.gov](mailto:Procurement@wfp.ms.gov)

**SUBMISSION DEADLINE:** February 1, 2022, 2:00 P.M. CT

## BACKGROUND

The mission of the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) is to conserve and enhance Mississippi's wildlife, fisheries, and parks, provide quality outdoor recreation, and engage the public in natural resource conservation.

Mississippi's legislative leadership recognized the need for wildlife conservation in our state and founded the Mississippi Game and Fish Commission in 1932. Since then, the Agency has been the state's premier conservation organization. Likewise, the State Park Commission was created to promote outdoor recreation. Each agency continued to evolve until 1989, when the Bureau of Parks and Recreation merged with the Mississippi Department of Wildlife Conservation to form the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP). The MDWFP is a large state agency charged by state statute to conserve, develop, and protect Mississippi's natural resources and provide continuing outdoor recreation opportunities.

The Agency is organized into six bureaus: Law Enforcement, the Mississippi Museum of Natural Science (MMNS), Support Services, Freshwater Fisheries, Wildlife, and the Mississippi State Parks. The MDWFP manages state fishing lakes, fish hatcheries, state parks, wildlife management areas (some owned by other entities, but managed by MDWFP), three regional offices, and one museum. The MDWFP's annual budget is unlike that of many state agencies. Approximately 90% of the department's budget is derived from user-generated funds rather than state tax dollars. Primary funding sources include hunting and fishing license sales, permit and registration fees, and federal aid from excise taxes on hunting and fishing equipment.

## SECTION 1. PURPOSE

The Mississippi Department of Wildlife, Fisheries and Parks (MDWFP) is seeking to select a respondent to provide management and operation of the following Mississippi State Parks: Hugh White, George P. Cossar, John Kyle, and Wall Doxey.

Potential qualified respondents must possess verifiable extensive management and operation experience, along with the capability of managing and operating Hugh White, George P. Cossar, John Kyle, and Wall Doxey Mississippi state parks.

## SECTION 2. TIMELINE

Request for Proposals Issue Date	January 5, 2022
Questions and Requests for Clarification to MDWFP Deadline	January 15, 2022, 2:00 p.m. CT
Anticipated Written Answers to Questions on Agency Website	January 23, 2022, 5:00 p.m.
Proposal Submission Deadline	February 1, 2022, 2:00 PM CT
Proposal Evaluations	February 2, 2022
Oral Discussions/Presentations, if required	February 3-4, 2022 or later
Award	TBD

*Note: MDWFP reserves the right to adjust this schedule as it deems necessary. MDWFP also has the right to reject any and all bids during any step of the procurement or awarding process (even after negotiations have begun).*

### **SECTION 3. DESCRIPTION**

MDWFP operates 21 state parks. Mississippi's state parks are conveniently located along most major travel routes in the state. State parks provide various amenities to offer guests quality outdoor recreation opportunities.

MDWFP is seeking a respondent qualified to provide these management and operation of Hugh White, George P. Cossar, John Kyle, and Wall Doxey State Parks.

The proposed period of performance shall be as soon as state fiscal year 2023 (i.e., July 1, 2022).

The following is a scope of services to serve as a guide in responding to the RFP.

- The lessee will manage day-to-day operation and maintenance in a manner consistent with its current operation including, but not limited to a natural area, state park, lake, or golf course, and lodging.
- The lessee will employ personnel qualified to maintain and operate park in as good or better condition as park is at present.
- The lessee will agree to comply with rules and regulations of the State of Mississippi, MDWFP, or any grantor where construction and/or improvements have occurred on said park.
- The lessee will provide all necessary equipment, fixtures, resale goods, and similar products for the operation of said facility(ies).
- The lessee will be responsible for all utilities, trash pickup, and other utility products and services used.
- The respondent will be responsible for maintaining the water wells and wastewater treatment plant as required by the State of Mississippi regulatory agencies.
- The respondent may, at its own option and expense, make structural alterations, additions, and improvements, provided they are approved in advance and in writing by MDWFP.

Respondents are also requested to provide the following information:

1. Name of respondent; Location of respondent's principal place of business; and if different, the proposed place of performance for these services;
2. Age of respondent and average number of employees over the past five (5) years;
3. Abilities, qualifications, and experience of all individuals that the respondent would assign to provide these required services;
4. Listing of at least three (3), but no more than five (5) agreements within the past five (5) years under which the respondent provided management and operation services of similar size, scope, or complexity to the required services described herein;
5. Referral/Reference Contact Information - Three (3) referrals and/or references from other state agencies or entities where the respondent provided similar work within the past five (5) years;
6. Performance Capability Statement detailing the respondent's ability to do business in Mississippi and the respondent's ability to dedicate qualified staff to this service.

7. Statement of respondent's ability to start these services no later than state fiscal year 2023; and
8. Respondent Rate Sheet – to include unit pricing of positions dedicated to these services at an hourly rate.

#### **SECTION 4. MDWFP CONTACT AND QUESTIONS/REQUESTS FOR CLARIFICATION**

Questions regarding this announcement shall be submitted in writing by e-mail to Leigh Washington at [Procurement@wfp.ms.gov](mailto:Procurement@wfp.ms.gov). Verbal questions will NOT be accepted. Questions will be answered via response email to all respondents that provide questions by the above required date; accordingly, questions shall NOT contain proprietary or classified information. MDWFP does not guarantee that questions received after the deadline reflected in Section 2 will be answered.

MDWFP will not be bound by any verbal or written information that is not contained within this RFP unless formally noticed and issued by MDWFP. At no time shall any respondent or its personnel contact, or attempt to contact, any MDWFP staff regarding this RFP except the contact person as set forth and, in the manner, prescribed in this section.

MDWFP reserves the right to meet (or hold conference calls) with respondents. Such discussions would only be intended to obtain further clarification of provided responses.

#### **SECTION 5. SUBMISSION REQUIREMENTS**

Respondents shall submit one (1) original, signed hard copy bid package and one (1) USB flash drive copy of proposal in a sealed envelope or package to the following (mailed or hand-delivered), no later than the time and date specified for receipt of proposals:

**Mississippi Department of Wildlife, Fisheries and Parks**  
**RFX No. 3140002953**  
**1505 Eastover Drive**  
**Jackson, MS 39211**

The proposal submission MUST meet the following requirements:

- One (1) hard copy of the original signed proposal in a binder; and
- One (1) USB flash drive containing an electronic copy of the original signed proposal in searchable Adobe Acrobat (PDF) format.
  - \*AS APPLICABLE – One (1) USB flash drive containing a separate redacted copy of the proposal clearly labeled as “REDACTED COPY” pursuant to Confidential and Proprietary Information. Respondent shall provide specific statutory authority for the exemption on the Proprietary Information Form, attached to this RFP as Attachment A.

Timely submission of the proposal is the responsibility of the respondent. Proposals received after the specified time shall be rejected and shall remain unopened in the procurement file. The envelope or package shall be marked with the proposal submission deadline date and time, and the number of the RFX. The time and date of receipt shall be indicated on the envelope or package by MDWFP staff. Each page of the proposal form and all attachments shall be identified with the

name of the respondent. Failure to submit a proposal on the bid form provided shall be considered just cause for rejection of the proposal. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. The MDWFP reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, MDWFP may request the respondent to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. Proposals submitted via either electronic mail or facsimile (faxes) will not be accepted.

For Section 3, Description, respondents should provide a response letter addressing the requirements outlined within the first three (3) paragraphs of that section and include the following information: respondent's name, physical address, mailing address (if different from physical address), phone number, and e-mail of designated point of contact.

## **SECTION 6. PROPOSAL CONTENTS**

At a minimum, the following items should be included in the contents of the proposal:

- a) Cover letter, indicating the scope of the proposal. In addition, the letter should include a statement indicating acceptance of the standard agreement and clearly identify any proposed changes to the standard agreement. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP. Cover letter should be no more than three (3) pages in length.
- b) Executive Summary: Submit a narrative stating your interest in the agreement and your understanding of the nature and scope of the services to be provided. Further include:
  - Overview of respondent qualifications and year respondent was established
  - Organizational profile, including operation under other firm names providing services the same or similar as described herein
  - Ability to comply with all requirements of agreement
  - Explain why the respondent would be the best choice for MDWFP
  - Corporate-wide programs, performance standards and metrics, unique features, key initiatives, and the corporate support structures pertinent to the MDWFP program
- c) Organizational Chart: Submit an organizational chart including title of local director and all salaried staff, district, and corporate levels of Respondent. Describe how the

organizational structure will ensure orderly communications, distribution of information, and effective coordination of activities, accountability, and decision-making authority.

- d) References: Provide three (3) similar or like clients as references, for which respondent has performed (or is currently performing) work similar in nature, scope, and size of the services outlined in Section 3 within the last five (5) years.

It is the responsibility of each Respondent to ensure that all references are current and fully completed. MDWFP reserves the right to contact all references submitted or to seek additional references.

- e) Project scope and methodology:
- a. Provide detailed information of any equipment upgrades, facility upgrades, or service plans that are being proposed to enhance visitor experiences of parks.
  - b. Describe key performance indicators (KPI) that will be utilized to monitor visitor satisfaction and other priority areas.
  - c. Describe the facilities, technical experience, organization, and support staff that will be assigned to provide the services outlined within the specifications.
  - d. Describe the capability of the respondent's support staff that will be dedicated to compliance with the Agreement.
  - e. Give examples of successful experiences with the services outlined within specifications similar size and scope.

## **SECTION 7. TERM OF AGREEMENT**

It is MDWFP's intention to enter into one twenty (20) year lease with an option to renew for an additional ten (10) years upon the written consent of both parties. While MDWFP expects to remain with the same Lessee for the full term of the agreement/lease, it is understood that during a 20-year span, there can be vast changes in technology, economy, marketing and services.

MDWFP reserves the right to terminate the agreement with the Lessee, with or without cause, with ninety (90) days notice by the MDWFP Executive Director via certified mail to the address listed on the signature page of this RFP if any of the terms of the proposal and/or agreement are violated. In the event of termination of agreement and rebidding is initiated by MDWFP, the current Lessee agrees to give reasonable access and inspection of vending equipment and service locations to the other interested proposers. Pre-opening and any unamortized investments that are were not purchased and/or paid by MDWFP will need to be part of a termination payment.

In the event the Lessee fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, MDWFP will notify the Lessee, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10)

day period, the Lessee must submit, in writing, why such corrective action has not been performed. MDWFP reserves the right to determine whether or not such noncompliance may be construed as a failure of performance of the Lessee.

## **8. TRANSITION PLAN**

Firm must be prepared to commence operations as soon as July 1, 2022.

Within 21 days of being awarded the agreement, the Lessee agrees to provide MDWFP with a detailed transition plan.

## **SECTION 9. FINANCIAL PROPOSAL**

- Option 1: Recommendation of a management fee structure that contains financial incentives for the provider for quality run operations and responsible financial management of the account.
- Option 2: Recommendation of another financial model that best position MDWFP and the Lessee in all areas of a partnership.
  - Should a profit-split model be proposed, all splits would be paid on the incremental profit dollar and not retroactive back to dollar one.
- MDWFP invites Proposers to suggest additional financial incentives that could become applicable throughout the Term of this Agreement.
- If Respondent anticipates construction of facility improvements, a detailed plan must be provided which defines the amount of funding for renovations, alterations, equipment, etc. the Lessee will invest. This plan should also describe the amortization conditions for the capital outlay provided by the successful Respondent based on an Agreement of a term of at least 20 years with an option to renew for ten (10) additional years for a total of up to a thirty (30) year Agreement. Also, the Respondent will work in good faith with MDWFP on a review of additional capital improvements for concession operations once a Respondent has been selected. All plans must have the approval of MDWFP prior to initiation of any project.
- Provide pro-forma financial statements for each year of the proposed agreement base term (20 years) with projected net sales (i.e., all sales less sales taxes remitted).
- The Respondent will be required to:
  - Comply with all applicable provisions of MDWFP's other obligations, including contractual agreements.

## **SECTION 10. WRITTEN OR ORAL DISCUSSIONS/PRESENTATIONS**

After the opening of all proposals received by the submission deadline time and date for accepting proposals, Proposers may be required, at the request of MDWFP, to make a public oral presentation or provide written clarifications to their Offers. Oral presentations may be recorded. Any oral presentation or written clarification given by Respondent will be considered part of the document. Appropriate personnel in MDWFP Office of Procurement will schedule any such presentations or address any needed written clarifications. MDWFP reserves the right to request a “best and final offer” at its discretion.

## **SECTION 11. EVALUATION OF PROPOSALS**

The evaluation committee (hereinafter referred to as “Committee”) shall evaluate all submittals received for RFP. The evaluation factors set forth in this section are described as follows: In order to be initially selected the proposers must meet the minimum general terms and conditions as included in the Request for Proposals. A selection committee will evaluate the proposals using the following criteria:

- |      |   |             |
|------|---|-------------|
| i.   | Corporate Structure, Credentials, and Prior Experience – MDWFP will be attempting to determine the probability of future success based upon the organizational structure and proven experience of the Respondent. Qualifications, experience and competence of the assigned personnel   | <b>25%</b>  |
| ii.  | Operations and Plan to Perform – MDWFP will be attempting to determine the probability of future success based upon the Respondent’s plan for providing the service.  | <b>20%</b>  |
| iii. | Efficiencies and Sustainability – MDWFP will be attempting to determine any increased efficiencies for the institution (examples may include, but are not limited to, a single Lessee of all services to reduce book-keeping issues; electronic transfer of funds, electronic records, etc.). MDWFP will also be considering “Sustainability” issues. | <b>20%</b>  |
| iv.  | Revenue and Profit Projection<br>Estimated revenues paid to MDWFP; and<br>Overall benefit to MDWFP  | <b>30%</b>  |
| v.   | Overall Responsiveness of the Proposal<br>Financial Statements<br>References  | <b>5%</b>   |
|      | <b>TOTAL:</b>   | <b>100%</b> |

## **SECTION 13. DISCUSSIONS/NEGOTIATIONS PROCESS**

MDWFP reserves the right to conduct discussion(s) with any or all respondent(s) or to make an award of a agreement without such discussion(s) based only on evaluation of the written proposals.



MDWFP reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. MDWFP likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. MDWFP may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

- a) MDWFP will begin negotiations with the top-ranked respondent(s) as recommended by the Evaluation Committee. The final agreement/lease may reference and incorporate all attachments, addenda, specifications, terms, and conditions of this RFP, and to include Respondent's offer, agreement negotiations, and final acceptance. Negotiations may continue with one or more Proposer until such time as a agreement/lease is agreed upon or until MDWFP rejects any or all proposals.
- b) MDWFP reserves the right to request a "best and final offer". If agreement negotiation is unsuccessful or the highest ranking Respondent fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, or through discovery, cannot provide the services as stated within their proposal, MDWFP may terminate negotiations and begin negotiations with the next highest-ranking Respondent.

## **SECTION 14. LESSEE REQUIREMENTS**

The agreement/lease resulting from this RFP shall incorporate, the following requirements.

- a) **Management Requirements**  
Respondent must provide a description of a management plan to manage and operate the locations. This plan will include proposed manager, staffing plan, training, and changes in the operations.
- b) **Personnel and Background Checks**

Lessee shall be required to provide all management and other personnel necessary for performance of its rights and obligations under the Agreement. Employment conditions governing Lessee employees shall be as determined by Lessee.

The successful Respondent must conduct and possess a current background check on all employees, whether full or part-time. A deficiency shall result if an employee of the Respondent cannot produce a background check for the employee or the employee does not pass a background check. This may result in the removal of the employee from MDWFP.

MDWFP reserves the right to request immediate removal of any personnel for conduct which is determined to be not in the best interest of MDWFP.

MDWFP will have final approval over employees who will be assigned to manage different areas.

## **SECTION 15. PRICE CHANGES**

Price changes must be reviewed by MDWFP in a timely manner and evaluated on the basis of thoroughly documented need provided by the Lessee. MDWFP reserves the sole right to reject price increases or decreases; however, MDWFP shall not unreasonably withhold or delay such pricing approval and implementation. No prices changes at the parks or pursuant to the agreement/lease may be increased or decreased without consent of MDWFP.

## **SECTION 16. INSPECTION OF PREMISES**

MDWFP shall have the right to inspect the Premises and the operations thereon by the Lessee including but not limited to the method of services thereof, opening and closing times, operation schedules, inventory control, safety, and the regular maintenance of the Premises. The authority to inspect and ensure compliance would also pertain to any other reasonable regulations adopted by MDWFP pertaining to the Lessee's operations.

## **SECTION 17. EQUIPMENT**

Lessee shall maintain all MDWFP equipment, responsibly necessary to conduct operations. Any equipment, needing to be purchased or replaced shall be mutually agreed upon by MDWFP and Lessee.

Equipment must be kept clean, in good appearance, and in first-class working order at the time of installation. Such equipment must meet all state, county, and local safety and health requirements. Equipment installation and removal where utility connections and/or alteration of MDWFP property is involved shall be by or under the direction of MDWFP and the Lessee.

- a) In case of Lessee's default in the performance of the Agreement, MDWFP reserves the right to use Lessee's equipment for a reasonable time and to pay a reasonable rental until such time as an Agreement with a new Lessee can be negotiated. If Lessee and MDWFP cannot agree upon a rental price, it is agreed that a professional appraiser will be appointed by the parties to determine the rental, all appraiser fees will be paid by Lessee MDWFP shall have the option to rent said equipment at the appraised price.
- b) MDWFP reserves the right to require the Lessee to remove its equipment upon cancellation or termination of Agreement. If within seven days or a mutually agreed upon time line, Lessee does not remove equipment, then the equipment will be deemed to be abandoned and MDWFP has the right to remove it, sell it, and bill the vendor for any removal costs not covered by the sale of the equipment.

## **SECTION 18. BUSINESS CONDUCT**

The Lessee will agreement goods, services, and employment needed to accomplish the conditions of this Agreement, in addition to that currently provided by MDWFP, in its own name and not implicate MDWFP as being liable, either directly or by inference in any transactions. The Lessee will comply with all applicable Federal, State, and Local laws and regulations pertaining to business conducted in accordance with this Agreement and will conform to MDWFP's policies and practices.

a) Safety and Sanitation

- Lessee shall provide regular housekeeping, cleaning, preventive maintenance, and sanitation service for Premises, and necessary commercial equipment and supplies for all Lessee operations. These areas shall include but not be limited to receiving and storage, trash and garbage, restrooms, offices, hallways, and stairs or elevators used by the Lessee.

## **SECTION 19. FACILITIES ALTERATIONS AND CONSTRUCTION**

All intended facility additions, alterations, improvements, and/or construction will be made as a mutually-agreed by the Lessee and MDWFP. All plans and specifications for additions, alterations, and improvements must be approved by MDWFP prior to installation of any work, and all such work will be performed to the approval of MDWFP.

## **SECTION 20. OFFICE AND ADMINISTRATIVE**

MDWFP shall furnish all existing electricity, water and drainage service as required for Lessee's operation without cost to the Lessee. The Lessee will supply the labor or material costs required to make any necessary initial equipment connections. MDWFP shall not be liable for costs resulting in power interruption, leakage, or other mechanical or utility failure.

## **SECTION 21. UNIFORMS**

Employees shall at all times be neat and in clean uniforms. Uniforms for employees shall be of standard style and must be approved in advance by MDWFP prior to procurement.

## **SECTION 22. SUBAGREEMENTORS**

Subcontractors are subject to the approval of MDWFP before such an assignment may be made and must agree to comply with the terms and conditions of the Agreement between MDWFP and Lessee. Lessee will control the hiring of Subcontractors with MDWFP approval and will be responsible for their actions and operations. MDWFP reserves the sole right to reject any and all Subcontractors.

## **SECTION 23. AUDITING AND ACCOUNTING**

Lessee will establish adequate internal controls and determine at such frequent intervals as may be necessary that the controls are maintained. The Lessee will provide to MDWFP annual financial statements audited by a Certified Professional Accountant. Such audited financial statements shall specify as to whether amounts owed to MDWFP have been paid. MDWFP reserves the right to have its representative, including but not limited to, the Mississippi Department of Finance and Administration, audit the Lessee's books, records, and other such financial documents or desired information pertaining to the Lessee's Agreement with MDWFP. The Lessee shall provide all financial and other data according to MDWFP's fiscal year. MDWFP is on a monthly business cycle with a fiscal year beginning July 1 and ending on June 30.

Lessee shall maintain all accounting records at the on-site office in a format approved by MDWFP. True and accurate accounting records shall be available for audit by MDWFP at any time

throughout the term of the Agreement at the on-site office and kept for a period of at least five (5) years following the end of each Agreement year.

## **SECTION 24. RIGHT TO AUDIT**

State auditors, federal auditors, and internal auditors of the state or others so entitled by the state or MDWFP shall have the right to inspect and audit all data and records of the contracting entity or any Subcontractor of the contracting entity related to performance with respect to this Agreement. The rights of inspection and audit shall commence as of the date of this Agreement and shall continue for a period of twenty (20) years upon project completion or as required by applicable state and federal law. The contracting entity and any Subcontractor of the contracting entity shall maintain all books and records related to this Agreement for the enumerated twenty (20) year period.

## **SECTION 25. FINANCIAL REPORTING**

Lessee shall submit an operating budget via an approved format for MDWFP approval four (4) months prior to the beginning of each Agreement Year, for every year during the term of the Agreement.

Lessee shall provide to MDWFP, in a format directed by MDWFP, a written summary of each sports season within one (1) month following the completion of a season.

Lessee and MDWFP will collaborate together to inventory all Equipment, and adjust the asset schedule accordingly on an annual basis. Both parties also agree to work together to determine what repairs and replacements are required throughout the term of the agreement. Lessee must participate in any quarterly, semi-annual, or annual reviews that are requested by MDWFP. MDWFP will provide at least a 30 days' notice for quarterly, semi-annual, or annual review.

Lessee will provide performance reports as agreed upon with MDWFP to monitor visitor satisfaction and other priority areas.

## **SECTION 26. GENERAL TERMS AND CONDITIONS**

### **a) Taxes and Fees**

- Lessee shall be responsible for the remission of all taxes including but not limited to income, employment, use and sales taxes – Federal, State and local – and all license fees, or any other necessary expense to the operation under the Agreement with MDWFP, and shall conform to all laws, regulations, and ordinances applicable to the performance of this RFP and any subsequent Agreement between MDWFP and Lessee.

### **b) Assignment of Agreement**

- This Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without receiving prior written consent of MDWFP. All Agreements and stipulations herein contained and all obligations

assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

c) Licenses and Permits

- Lessee shall obtain and maintain as current at its own expense all licenses, permits and other approvals required by Federal, State, and local governments and to make available to MDWFP personnel appropriate documentation when so requested by MDWFP.

d) Compliance with Applicable Law, Policy, Accreditation and Licensing

- Lessee shall be and remain fully compliant with Equal Employment Opportunity and Affirmative Action law and policy. During the performance of this Agreement, the Lessee must comply with all federal, state and local laws, including those which prohibit discrimination because of race, color, national origin, religion, sex, sexual orientation, age, disability or veteran status. Any act of discrimination committed by Lessee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the agreement.

## **SECTION 27. INSURANCE**

Unless otherwise agreed in writing by MDWFP, Lessee shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessees, sub-Lessees agents, representatives, or employees.

## **SECTION 28. MDWFP NAME AND LOGO**

The Lessee agrees that it will not advertise nor promote any connection with MDWFP or use any identifying marks or property nor make representation, either expressed or implied, as to MDWFP's promotion or endorsement of the Lessee unless it has received prior written consent from MDWFP.

## **SECTION 29. PERFORMANCE REVIEW**

Lessee shall meet at least annually with MDWFP leadership representatives for purposes of a business review. Lessee shall meet regularly with the designated MDWFP representative to review operations and will cooperate at all times to maintain maximum efficiency and public relations.

## **SECTION 30. VISITOR SATISFACTION SURVEYS**

MDWFP has the right to hire an independent third-party to conduct visitor satisfaction surveys. MDWFP will collaborate with the Lessee to determine a mutually agreeable survey format. Failure to meet the mutually agreed upon visitor satisfaction level in consecutive years could result in termination of the agreement.

### **SECTION 31. JURISDICTION AND VENUE**

The terms of this RFP shall be interpreted under Mississippi law. Venue for any claims arising out of this RFP is proper in the Hinds County Court, State of Mississippi.

### **SECTION 32. RECORD OF OWNERSHIP**

All records, reports, documents, or other material related to any agreement resulting from this RFP and/or obtained or prepared by Lessee in connection with the performance of the services contracted for herein shall become the property of MDWFP, and shall, upon request, be returned by Lessee to MDWFP, at Lessee's expense, at termination or expiration of this agreement.

### **SECTION 33. CONTENT OF AGREEMENT/ORDER OF PRECEDENCE**

In the event of an inconsistency between the agreement, the RFP and/or the Respondent's Offer, the inconsistency shall be resolved by giving precedence first to the final agreement, then to the RFP and subsequent addenda (if any) and finally, the Respondent's Offer.

### **SECTION 34. AGREEMENT CHANGES**

No additional changes, enhancements, or modifications to any Agreement resulting from this RFP shall be made without the prior approval of MDWFP Executive Director.

**Changes to the agreement include any change in: compensation; beginning/ending date of the agreement; scope of work; and/or Lessee change through the Assignment of Agreement process. Any such changes, once approved, will result in the issuance of an amendment of the agreement.**

***PROPRIETARY INFORMATION FORM***

The Respondent should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Each page of this response considered, by the Respondent, to contain trade secrets or other confidential commercial/financial information should be marked in the upper right hand corner with the word “CONFIDENTIAL.” Any pages not marked accordingly will be subject to review by the general public after the award of the agreement. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

For all procurement agreements awarded by state agencies, the provisions of the agreement which contain the personal or professional services provided, the price to be paid, and the term of the agreement shall not be deemed to be a trade secret, or confidential commercial or financial information, and shall be available for examination, copying, or reproduction.

If applicable, please indicate which parts/pages below that the respondent wishes to designate as proprietary. In addition, provide the specific statutory authority for the exemption. If this is not applicable, please indicate with “N/A” below.

- 1.
- 2.
- 3.
- 4.
- 5.

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information as it will be subject to review by the general public after the award of the agreement/lease.

---

Signature of Authorized Official/ Title  
(No stamped signature)

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Date