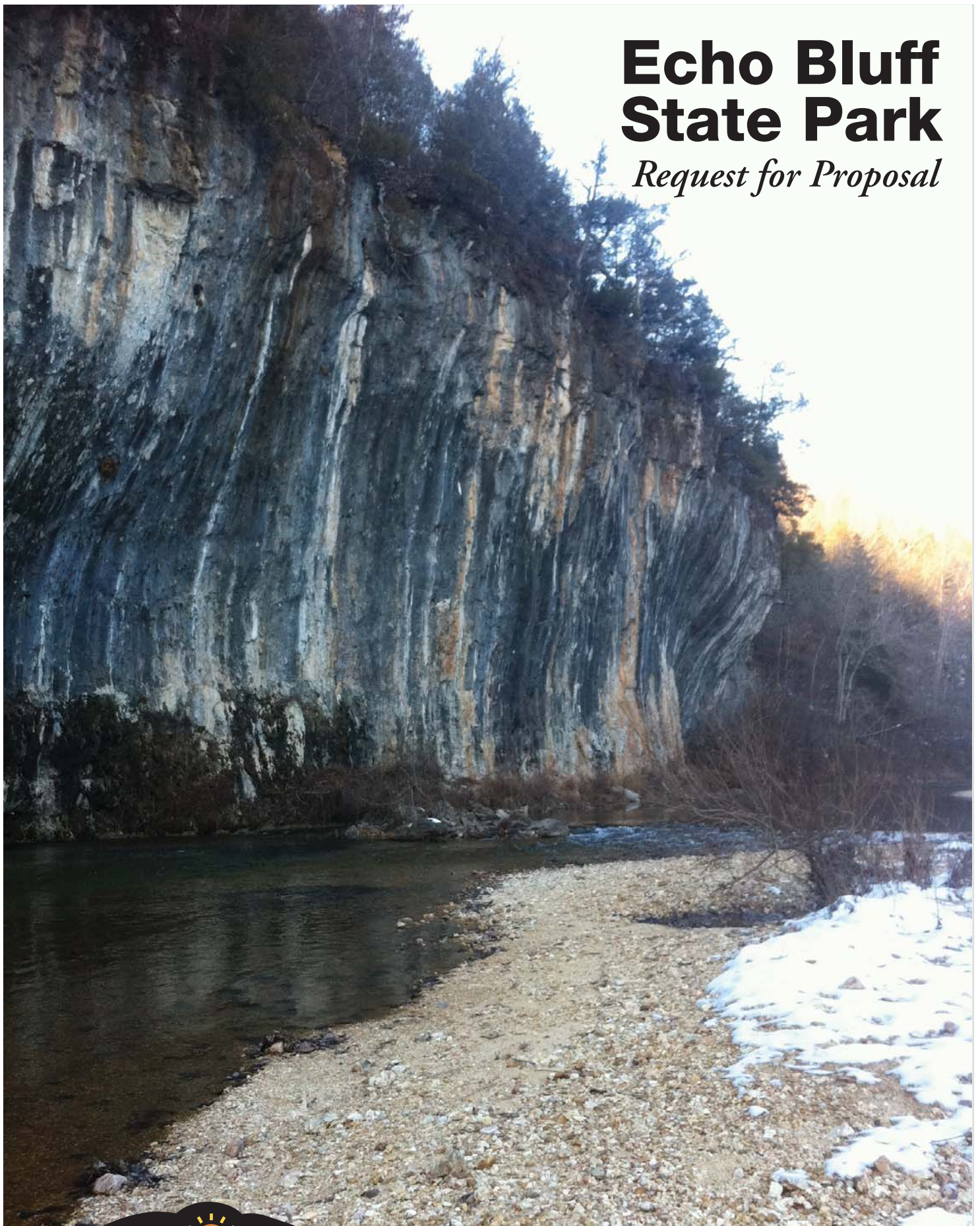


Echo Bluff State Park

Request for Proposal



Missouri State Parks - a division of the Missouri Department of Natural Resources



**STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
REQUEST FOR PROPOSAL (RFP)**

**TITLE: Concession Management – Echo Bluff State Park
ISSUE DATE: November 19, 2015**

**BUYER: Denise Massman
PHONE NO.: (573) 522-3299
E-MAIL: denise.massman@dnr.mo.gov**

RETURN BID NO LATER THAN: January 4, 2016 AT 1:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Attach enclosed **RFP label** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in Department of Natural Resources, General Services office, 1101 Riverside Drive, Jefferson City, MO 65101 by the return date and time.

(U.S. Mail)
**RETURN BID TO: DEPT. OF NATURAL RESOURCES
GENERAL SERVICES PROGRAM
ATTN: DENISE MASSMAN
P.O. BOX 176
JEFFERSON CITY, MO 65102**

(Courier Service)
**DEPT. OF NATURAL RESOURCES
GENERAL SERVICES PROGRAM
ATTN: DENISE MASSMAN
1101 RIVERSIDE DRIVE
JEFFERSON CITY, MO 65101**

CONTRACT PERIOD: Date of Award through December 31, 2021.

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**Echo Bluff State Park
Shannon County, Missouri**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 11-09-15). The bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Department/Division or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

| | | | |
|---|--|--|--|
| DOING BUSINESS AS (DBA) NAME | | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. | |
| MAILING ADDRESS | | IRS FORM 1099 MAILING ADDRESS | |
| CITY, STATE, ZIP CODE | | CITY, STATE, ZIP CODE | |
| CONTACT PERSON | | EMAIL ADDRESS | |
| PHONE NUMBER | | FAX NUMBER | |
| TAXPAYER ID NUMBER (TIN) | TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN | VENDOR NUMBER (IF KNOWN) | |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt | | | |
| AUTHORIZED SIGNATURE | | DATE | |
| PRINTED NAME | | TITLE | |

REQUEST FOR PROPOSAL (RFP)

FOR

CONCESSION MANAGEMENT CONTRACT

ECHO BLUFF STATE PARK – SHANNON COUNTY, MISSOURI

PURPOSE: To seek proposals for the project stated herein.

PROJECT: To operate and manage the concession at Echo Bluff State Park consisting of the properties detailed on Page 2 of 13 and as agreed to and approved by the Director and any other services incident thereto at the Echo Bluff State Park in Shannon County, Missouri.

TERM OF CONTRACT: For a period beginning upon award of contract and ending December 31, 2021.

RIGHT OF REJECTION: The Director, Missouri Department of Natural Resources, reserves the right to reject any and all bids.

BID OPENING: Sealed bids will be accepted until 1:00 p.m. central time on January 4, 2016 at the office of the Department of Natural Resources, Division of Administrative Support, Attn: Procurement Officer, P. O. Box 176, Jefferson City, MO, 65102 or physical address is the Lewis and Clark State Office Building, 1101 Riverside Drive, Jefferson City, MO 65101.

Request for Proposal
Proposal Submission Information For
ECHO BLUFF STATE PARK – SHANNON COUNTY, MISSOURI

PROJECT PROPERTIES TO BE OPERATED BY THE CONTRACTOR:

- A. 20 Guest Rooms in the lodge;
- B. 24 seat restaurant;
- C. A 52' x 28' store, excluding the coolers;
- D. A multi-purpose room;
- E. Two (2) small meeting rooms;
- F. A business center with computer and printer;
- G. Outside deck seating that can accommodate 80 individuals for food service overlooking Echo Bluff and Sinking Creek;
- H. A fitness room with equipment, provided by the State, that may include Recumbent Bike, Treadmill, Elliptical, Free Weights;
- I. Cabins – a 4 bedroom cabin, 4-2 bedroom cabins, 4-stacked duplexes to the extent facilities are built;
- J. A large pavilion with a capacity of approximately 150 +/- individuals;
- K. Two medium capacity picnic shelters that can accommodate approximately 25 individuals each +/- and two small capacity picnic shelters that can accommodate approximately 12 individuals each +/- for family and group gatherings; and
- L. Tubes and kayaks to float on Sinking Creek within the park boundaries and Current River permits, if acquired, to be provided by Director for Contractor's management as agreed to and approved by the Director in 2017.

Request for Proposal
Proposal Submission Information For
ECHO BLUFF STATE PARK – SHANNON COUNTY, MISSOURI

1. Echo Bluff is a brand new state park and the contractor shall be establishing the business. Estimates of the gross amount of business probable or possible during the time of this contract are the responsibility of the offeror.
2. The term of this contract shall be upon award of contract through December 31, 2021.
3. **PRE-PROPOSAL CONFERENCE:** A **mandatory** pre-proposal conference for offeror or offeror's representative regarding this Request for Proposal (RFP) will be held at 10:00 a.m. central time at the Department of Natural Resources, Lewis and Clark State Office Building, 1101 Riverside Drive, LaCharette Conference Room, Jefferson City on December 1, 2015. Failure to attend the mandatory conference shall disqualify a proposal for consideration. Travel expenses for this conference will be at offeror's expense.
4. Potential offerors will have an opportunity to tour Echo Bluff State Park on December 2 or 3, 2015. Potential offerors shall be allowed to register for the tour at the **mandatory** pre-proposal conference on December 1, 2015. The tour is limited to no more than four (4) individuals per offeror. Travel expenses for this tour will be at offeror's expense.
5. The Contractor, upon award, shall provide the personnel and management of the operations at Echo Bluff State Park including, business supplies, Point-of-Sale (POS) and Property Management Systems (PMS) and/or any other system(s) for collecting revenue transactions and any other inventory or expendable supplies not detailed specifically in this RFP.
6. The State shall provide furniture, fixtures, equipment, all soft goods and accessories for lodge rooms, cabins, meeting rooms, kitchen, restaurant, and service ware, except Contractor, upon award, shall provide operating supplies and customer supplies, including but not limited to shampoos, soap, tissue and labor. State provided items, furniture, fixtures and equipment shall be replaced by the State during the term of this management contract.
7. The Contractor, upon award, shall provide a telephone system and telephones for the cabins, lodge and any other areas not specifically detailed. The State shall provide a toll free number and telephone number(s) for Echo Bluff State Park.
8. The Contractor, upon award, shall provide for the installation and necessary equipment to provide satellite television to lodge rooms and cabin rooms along with any other location in the lodge designated by the State.
9. The merchandisers for the store have not been selected or ordered for this facility. The Contractor shall, upon award, select the merchandisers to be approved, ordered and paid by the State. The merchandisers are to be of a quality and style represented in the lodge.

10. The Contractor shall select initial inventory for the store (ranging from products to be helpful, needed and of interest to campers, floaters and lodge guests) and initial restaurant consumables to be approved, ordered and paid by the State. The Contractor shall work with the State on a payment schedule that shall begin in May 2017 to reimburse the State for the initial inventory. Contractor shall be responsible for the ordering and payment of all future orders.
11. A \$250,000.00 surety and performance bond or escrow account must be furnished by the Contractor at Contractor's expense. Please provide a letter demonstrating proof of ability to be bonded or to place \$250,000.00 into an escrow agreement (account) with your bid package. The actual performance bond or escrow agreement (account) must be in place within 30 days of the award and documentation must be provided to the Director. No payment shall be made to the Contractor prior to verification of this bond or escrow agreement by the Director.
12. Liability insurance as stated in sample contract must be carried by Contractor. Please provide a letter demonstrating your ability to secure the required liability insurance with your bid package. Certificate of insurance must be received by the Director. No payment shall be made to the Contractor prior to verification of this liability insurance by the Director.
13. Tax Compliance – The offeror must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and addition to tax. Offeror must submit a No Tax Due letter with the bid package. A No Tax Due can be obtained by contacting the Missouri Department of Revenue at 573.751.9268 or via email at www.taxclearance@dor.mo.gov.
14. A financial and experience statement and information release must be completed by offeror (Exhibits C (2), C (3), D, & F).
15. The offeror must respond to this RFP by submitting all data required herein in order for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from future consideration for this award.
16. Proposal must be priced, signed, sealed, and returned (with all necessary attachments) to the Department of Natural Resources, Division of Administrative Support, Procurement Officer, by 1:00 p.m. central time on January 4, 2016. The enclosed RFP sticker should be affixed to the proposal submission. The offeror shall not submit a proposal by fax machine because only sealed proposals are acceptable in response to this RFP. **Original plus eight copies of this proposal are requested. The original proposal shall be marked "Original".**

17. **EVALUATION PROCESS**: After determining a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgement. The award of a contract resulting from this RFP shall be based upon the proposal judged most favorable to the State in accordance with the evaluation criteria stated below:

| | |
|--|------------|
| A. Financial | 30 points |
| B. Method of Performance/Business, Marketing & Financial Plans | 70 points |
| C. Experience, Expertise and Reliability | 100 points |
| D. Participation Commitment for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE), Organizations for the Blind and Sheltered Workshop, and Service-Disabled Veteran Business (SDVE) | 23 points |

After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary, by the Department of Natural Resources, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal. Travel expenses for this conference will be at offeror's expense.

The State reserves the right to consider historic information and fact, whether gained from the offeror's proposal, question and answer conferences, references, or any other sources, in the evaluation process. The offeror understands and agrees that by submitting a proposal, he/she permits the State to solicit such information, and also understands and permits those with such information to release such to the State.

It is the responsibility of the offeror to submit information related to the evaluation categories and the State is under no obligation to solicit such information if it is not included with the offeror's proposal. Failure of the offeror to submit such information may cause an adverse impact on the evaluation of the proposal. The offeror is reminded all information submitted or otherwise gathered in the course of the evaluation automatically becomes a matter of public record after the contract is awarded.

A. **FINANCIAL (30 points)**: The evaluation of pre-opening compensation (10 points), management fee (10 points) to be paid by the State to the Contractor and pre-opening, initial operating and annual budget summary (10 points) as outlined in Exhibit A (1) - Pre-Opening Compensation fixed amount, Exhibit A (2) - Management Fee and Exhibit A (3) - Pre-Opening, Initial Operating and Annual Budget Summary.

B. **METHOD OF PERFORMANCE AND BUSINESS, MARKETING AND FINANCIAL PLAN (70 points)**:

- Proposals shall be evaluated based on the offeror's distinctive business plan outlining marketing, operational, and personnel goals. The offeror should clearly explain through the written narrative how these goals and strategies should satisfy the requirements of the RFP. The business plan must contain the information required as directed on Exhibits B, B (1) and E.

- Proposals shall be evaluated based on the offeror's distinctive financial plan for the operations. The offeror should clearly explain through the written narrative how these projections reflect the proposed method of performance for satisfying the requirements of the RFP. The financial plan should contain the information required as directed on Exhibit C and Exhibits C (1) through C (3). The financial plan should include an explanation of start-up costs and sources of funding. The offeror should also complete the Personal Financial Statement C (2) and supporting information as shown on the attached forms in order to be evaluated or Business Financial Statement Exhibit C (3).

- C. EXPERIENCE, EXPERTISE AND RELIABILITY (100 points): The experience and reliability of the offeror shall be considered in the evaluation process. Offeror should have experience in the start-up and operation of the properties detailed on page 2 of 13.

Offeror shall include in their proposal details outlining their experience in each of the categories outlined on page 2 of 13.

The offeror is advised to submit any information documenting successful and reliable experience in past performances, especially those performances relating to the requirements of this RFP. The offeror should also include information as detailed in the form attached as Exhibit D.

The qualifications and expertise of the personnel proposed by the offeror to perform the requirements of this RFP shall be considered in the evaluation. Therefore, the offeror should submit detailed information related to the experience, qualifications and compensation range of the proposed management staff, support staff and seasonal staff. The above information should be shown on the form attached as Exhibit E.

- D. PARTICIPATION COMMITMENT FOR MBE AND WBE (10 points), ORGANIZATIONS FOR THE BLIND AND SHELTERED WORKSHOP (10 points), AND SDVE (3 points): Offeror's proposing participation commitment for MBE, WBE, Organizations for the Blind and Sheltered Workshop, and SDVE targets shall be considered in the evaluation process.

18. PARTICIPATION COMMITMENT OF OFFEROR'S MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS ENTERPRISE (WBE) PARTICIPATION:

- A. In order for the department to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are ten percent (10%) for MBE and five percent (5%) for WBE of the total dollar value of the contract.

- These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
 - The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- B. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)
- C. The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:
- If Participation Meets Target: Offeror's proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of ten percent (10%) for MBE and five percent (5%) for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
 - If Participation Exceeds Target: Offeror's proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
 - If Participation Below Target: Offeror's proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of ten percent (10%) for MBE and five percent (5%) for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.

D. If No Participation: Offeror’s failing to propose any commercially useful MBE/WBE participation shall be assigned a score of zero (0) in this evaluation category. MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \frac{\text{Maximum MBE/WBE Participation Evaluation points (10)}}{10} = \text{Assigned MBE/WBE Participation points}$$

E. If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit G, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit H, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

F. Commitment – If the offeror’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit G, Participation Commitment shall be interpreted as a contractual requirement.

G. Definition -- Qualified MBE/WBE:

- In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration Office of Equal Opportunity (OEO) by the proposal opening date.

- MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operation of which are controlled by one (1) or more minorities or women who own it.
- Minority is defined as belonging to one (1) of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

H. Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
 Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809
 Phone: (877) 259-2963 or (573) 751-8130
 Fax: (573) 522-8078
 Web site: <http://oeo.mo.gov>

18.1 PARTICIPATION COMMITMENT OF OFFEROR’S ORGANIZATIONS FOR THE BLIND AND SHELTERED WORKSHOP PARTICIPATION:

Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- A. In order to qualify for the ten (10) bonus points, the following conditions must be met and the following evidence must be provided:
- The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of five (5) thousand dollars or two percent (2%) of the total dollar value of the contract for purchases not exceeding ten (10) million dollars.
 - The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the

contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- B. If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
- Participation Commitment - The offeror must complete Exhibit G, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit H, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- C. A list of Missouri sheltered workshops can be found at the following Internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- D. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- E. Commitment – If the offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit G, Participation Commitment, shall be interpreted as a contractual requirement.

18.2 PARTICIPATION COMMITMENT OF OFFEROR'S SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES (SDVEs) PARTICIPATION:

Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE.

- A. In order to qualify for the three (3) bonus points, the following conditions must be met and the following evidence must be provided:
- The offeror must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
 - The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - In order to receive evaluation consideration for participation by an SDVE, the offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit E, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
- B. Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the DPMM, the offeror must provide the following Service-Disabled Veteran (SDV) documents:

- ✓ a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- ✓ a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

NOTE:

If the offeror submitting the proposal is a qualified SDVE, the offeror must include the SDV Documents as evidence that the offeror qualifies as an SDVE. However, the offeror is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

If the SDVE and SDV are listed on the following Internet address, the offeror is not required to provide the SDV Documents listed above.

<http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>

- C. Commitment – If awarded a contract, the SDVE participation committed to by the offeror on Exhibit G, Participation Commitment, shall be interpreted as a contractual requirement.
- D. Definition - Qualified SDVE:
 - SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 - SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 - SDVE has the management and daily business operations controlled by one (1) or more SDVs;
 - SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
 - SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

- 19. Affidavit of Work Authorization and Documentation – Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the

services requested herein. The offeror should complete applicable portions of Exhibit I, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit I must be submitted prior to an award of a contract.

20. Business Compliance – The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- A. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp> (Exhibit J)
 - B. Certificate of authority to transact business/certificate of good standing (if applicable)
 - C. Taxes (e.g., city/county/state/federal)
 - D. State and local certifications (e.g., professions/occupations/activities)
 - E. Licenses and permits (e.g., city/county license, sales permits)
 - F. Insurance (e.g., worker’s compensation/unemployment compensation)

The offeror should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

21. **Any questions regarding this RFP must be directed to the Department of Natural Resources, Division of Administrative Support, Procurement Officer, P. O. Box 176, Jefferson City, MO, 65102, telephone (573) 522-3299, or email denise.massman@dnr.mo.gov.**

Offeror may not contact the employees of the Division of State Parks concerning this RFP while the proposal and evaluation are in process, which is defined as the period from the date of the first advertisement of the RFP until the date of the award of the contract.

22. Department of Natural Resources, Division of State Parks' central office employees, regional staff, and park superintendent will exercise the authority of the Director over the park Contractor.
23. Any contract resulting from this RFP will be made only by written authorization from the Director, Department of Natural Resources, who reserves the right to reject any or all proposals.
24. The Concession Management Contract is incorporated by reference, see Exhibit K.
25. Additional language and guidelines are defined in Terms and Conditions, see Exhibit L.

EXHIBIT A (1)

**MISSOURI DEPARTMENT OF NATURAL RESOURCES
REQUEST FOR PROPOSAL**

Pricing Page - Pre-Opening Compensation

Offeror must indicate the fixed dollar amount the Director shall remit to Contractor as the Pre-Opening Compensation required to prepare for the opening of the concession property defined as Echo Bluff in the Concession Management Contract for the months detailed below:

| <u>Calendar Year 2016</u> | <u>Amount</u> |
|----------------------------------|----------------------|
| February | \$ _____ |
| March | \$ _____ |
| April | \$ _____ |
| May | \$ _____ |
| June | \$ _____ |
| July | \$ _____ |
| August | \$ _____ |

Any partial months will be pro-rated as necessary.

In the event the Scheduled Opening Day is delayed past August 2016, the Contractor shall receive the compensation equal to the August 2016 Pre-Opening Compensation Fixed Fee.

EXHIBIT A (2)

**MISSOURI DEPARTMENT OF NATURAL RESOURCES
REQUEST FOR PROPOSAL**

Pricing Page - Management Fee

SECTION 1

Offeror must indicate the fixed dollar amount the state shall remit to Contractor as the Management Fee required to manage and operate the property defined as Echo Bluff in the Concession Management Contract for the months of January, February, March, November, December and for the term of the contract and any renewals, beginning with the first day Echo Bluff is open for business.

Offeror must indicate the percentage of gross sales (in accordance with the Gross Sales definition in the Concession Management Contract) required to manage and operate the property defined as Echo Bluff in the Concession Management Contract for the months of April - October. The State shall remit said percentage of gross sales to the Contractor as the Management Fee for the term of the contract and any renewals, beginning with the first day Echo Bluff is open for business.

| | Jan. | Feb | March | April | May | June | July | Aug. | Sept. | Oct. | Nov. | Dec. |
|----|-------------|------------|--------------|--------------|------------|-------------|-------------|-------------|--------------|-------------|-------------|-------------|
| \$ | \$ | \$ | \$ | % | % | % | % | % | % | % | % | \$ |

SECTION 2

ALTERNATE

Offeror must indicate the fixed dollar amount the state will remit to Contractor as the Management Fee required to manage and operate the property defined as Echo Bluff in the Concession Management Contract if closed from November 1 until March 31. Director would provide 120 days notice of change in "Minimum Dates and Hours of Operation." This schedule shall then become effective for the term of this contract and any renewals.

| | Jan. | Feb | March | April | May | June | July | Aug. | Sept. | Oct. | Nov. | Dec. |
|--------|-------------|------------|--------------|--------------|------------|-------------|-------------|-------------|--------------|-------------|-------------|-------------|
| \$ | \$ | \$ | \$ | % | % | % | % | % | % | % | % | \$ |
| closed | closed | closed | closed | | | | | | | | closed | closed |

EXHIBIT A (3)

MISSOURI DEPARTMENT OF NATURAL RESOURCES REQUEST FOR PROPOSAL

PRE-OPENING, INITIAL OPERATING, AND ANNUAL BUDGET SUMMARY

Complete a summarized financial spreadsheet with Exhibit A (3) or similar form (i.e. ledger of computer printout), showing estimated revenues and expenses for each major revenue and cost center. Identify key assumptions used in the preparation of this forecast.

| | Pre-Opening Budget (Commencement Date thru Aug 2016) | Initial Operating Budget (Sept 2016 - Dec 2017) | Annual Budget Projections (Calendar Year 2018) |
|--|--|--|---|
| <u>SALES/REVENUES</u> | | | |
| Cabins | \$ _____ | \$ _____ | \$ _____ |
| Lodge | \$ _____ | \$ _____ | \$ _____ |
| Shelters | \$ _____ | \$ _____ | \$ _____ |
| Pavilions | \$ _____ | \$ _____ | \$ _____ |
| Restaurant | \$ _____ | \$ _____ | \$ _____ |
| Alcohol | \$ _____ | \$ _____ | \$ _____ |
| Banquet Center | \$ _____ | \$ _____ | \$ _____ |
| Store | \$ _____ | \$ _____ | \$ _____ |
| Watercraft Rental | \$ _____ | \$ _____ | \$ _____ |
| Vending Machines | \$ _____ | \$ _____ | \$ _____ |
| Ice | \$ _____ | \$ _____ | \$ _____ |
| Firewood | \$ _____ | \$ _____ | \$ _____ |
| Telephone | \$ _____ | \$ _____ | \$ _____ |
| Cable-Movies | \$ _____ | \$ _____ | \$ _____ |
| TOTAL SALES | \$ _____ | \$ _____ | \$ _____ |
| <u>Direct Costs (Offeror to Detail)</u> | | | |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ |
| TOTAL DIRECT COSTS | \$ _____ | \$ _____ | \$ _____ |
| Profit(Loss) | \$ _____ | \$ _____ | \$ _____ |

EXHIBIT B

MISSOURI DEPARTMENT OF NATURAL RESOURCES REQUEST FOR PROPOSAL

REQUIRED COMPONENTS OF BUSINESS AND MARKETING PLANS

The Offeror should submit an organized written narrative detailing the marketing, personnel, and operational management plan for accomplishing the qualitative goals of the RFP. The Offeror may use considerable latitude in communicating this plan, but should at a minimum provide information relating to the outline provided below:

1. **Executive Summary**

- Provide a brief overview of the Offeror's management goals and qualifications for this business.

2. **Marketing**

- Describe the main customer target markets.
- Present marketing plans for the first year, showing advertising and other marketing expenditures and expected benefits. Also discuss marketing goals for first year for the purpose of this RFP.

3. **Personnel**

- Present the organizational chart for concession personnel.
- Describe each employee's job title, and minimum qualifications. Identify employees with supervisory responsibilities.
- Qualifications of specific individuals should be described in Exhibit E, Offeror's Personnel Staffing.

4. **Operations**

- Give examples of what "quality" means to you in specific terms for each part of the business.
- Describe specific efforts that you will take to ensure the satisfaction of customers with disabilities and other special needs.

EXHIBIT B (1)

**MISSOURI DEPARTMENT OF NATURAL RESOURCES
REQUEST FOR PROPOSAL**

REQUIRED COMPONENTS OF RESTAURANT, CATERING AND GRILL

The Offeror should submit for the purpose of this RFP sample menus for the three (3) categories listed and as detailed below. The Offeror may use considerable latitude in communicating this plan, but should at a minimum provide information relating to the outline provided below:

1. **Restaurant, Catering and Grill**

- Provide a **sample menu for breakfast/lunch and dinner and proposed pricing subject to change**
- The Echo Bluff State Park has a **multi-purpose room and two meeting rooms**, please provide a **sample catering menu for breakfast/lunch and dinner and proposed pricing subject to change**.
- Provide a **sample grill menu for outside/walk-up service**.

Offeror should also submit a potential sample menu for alcohol service if it is Offeror's intent to secure any type of alcohol license, subject to all Federal/State and Local laws and regulations.

EXHIBIT C

**MISSOURI DEPARTMENT OF NATURAL RESOURCES
REQUEST FOR PROPOSAL**

REQUIRED COMPONENTS OF FINANCIAL PLAN

The Offeror should submit an organized written narrative detailing the financial management plan for accomplishing the qualitative and quantitative goals of the RFP. The Offeror may use considerable latitude in communicating this plan, but should at a minimum provide information relating to the outline provided below:

FINANCIAL PLAN

- A. Complete Exhibit C (1), showing a detailed breakdown of anticipated start-up costs, including estimated marketing and working capital needs, as well as anticipated sources of funding.
- B. Complete both sides of Exhibit C (2), Personal Financial Statement.
- C. Complete both sides of Exhibit C (3), Business Financial Statement and Supporting Information.

Below is a proposed pricing list of cabins, lodging, pavilion and shelters for the purpose of this request for proposal.

Cabins

| | |
|--|-------|
| 2 Bedroom (6) | \$175 |
| 4 Bedroom (12) | \$295 |
| Stacked Duplex – Lower Floor (8) | \$175 |
| Stacked Duplex – Upper Floor & Loft (10) | \$195 |

Lodge

| | |
|----------------|-------|
| 3 Person Room | \$ 99 |
| 4 Person Room | \$109 |
| 5 Person Suite | \$175 |

Pavilion

\$150

Shelters

| | |
|----------------|-------|
| Medium Shelter | \$ 35 |
| Small Shelter | \$ 25 |

EXHIBIT C (1)
STATEMENT OF ANTICIPATED SOURCES AND USES
OF
START-UP CAPITAL

ANTICIPATED START-UP COSTS:

| | | | |
|----|--|----------|------------------------|
| 1. | Fixtures and furnishings | | \$ _____ |
| 2. | Supplies | | \$ _____ |
| 3. | Retail Merchandise | | \$ _____ |
| 4. | Retail Food Service | | \$ _____ |
| 5. | Inventory (ie. Room amenities, coffee packets, tissue, etc.) | | \$ _____ |
| 6. | Deposits | | \$ _____ |
| 7. | Marketing and Promotional Expenses | | |
| | A. Advertisements | \$ _____ | |
| | B. Promotional Literature | \$ _____ | |
| | C. Other | \$ _____ | |
| | Total M & P Expenses | | \$ _____ |
| 8. | Anticipated Working Capital Needs | | \$ _____ |
| | Other: _____ | | \$ _____ |
| | _____ | | \$ _____ |
| | _____ | | \$ _____ |
| | <u>TOTAL ANTICIPATED START-UP COSTS</u> | | <u>\$ _____</u> |

* * *

ANTICIPATED SOURCES OF START-UP CAPITAL

| | | | |
|----|--|--|------------------------|
| 1. | Personal Savings | | \$ _____ |
| 2. | Personal Borrowing from Others | | \$ _____ |
| 3. | Credit | | \$ _____ |
| 4. | Equity Investment | | \$ _____ |
| | Name of investors: _____ | | |
| 5. | Borrowing from Institutions | | \$ _____ |
| | Names of Lenders: _____ | | |
| 6. | _____ | | \$ _____ |
| 7. | _____ | | \$ _____ |
| 8. | _____ | | \$ _____ |
| | TOTAL ANTICIPATED SOURCES OF START-UP CAPITAL | | <u>\$ _____</u> |



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF STATE PARKS
PERSONAL FINANCIAL STATEMENT — EXHIBIT C (2)

Submitted to: **DIVISION OF STATE PARKS**
Jefferson City, Missouri 65102

IMPORTANT: Read these directions before completing this Statement

- If you are applying for the operation of this concession as an individual in your own name and are relying on your own income, or assets and not the income or assets of another person, complete only Sections 1, 3 and 4.
- If you are applying for the operation of this concession as an individual in your own name but are relying on income from alimony, child support, or separate maintenance or on the income or assets of another person, complete all Sections. Provide information in Section 2 about the person whose alimony, support or maintenance payments or income or assets you are relying on. Alimony, child support, or separate maintenance income, need not be revealed if you do not wish to have it considered.

| Section 1 - Individual Information (type or print) | | Section 2 - Other Party Information (type or print) | |
|--|-----------------------------------|--|-----------------------------------|
| Name | | Name | |
| Address | | Address | |
| City, state & zip | | City, state & zip | |
| Position or occupation | | Position or occupation | |
| Business name | | Business name | |
| Business address | | Business address | |
| City, state & zip | | City, state & zip | |
| Length of employment | | Length of employment | |
| Res. phone | Bus. phone. | Res. phone | Bus. phone. |
| Section 3 - Statement of Financial Condition as of _____ 20 _____ | | | |
| Assets (Do not include assets of doubtful value) | In dollars (omit cents) | Liabilities | In dollars (omit cents) |
| Cash on hand | | Notes payable to banks-see Schedule E | |
| Cash in banks | | Notes payable to other institutions-see Schedule E | |
| U.S. Gov't & marketable securities-see Schedule A | | Due to brokers | |
| Non-marketable securities-see Schedule B | | Amounts payable to others-secured | |
| Securities held by broker in margin accounts | | Amounts payable to others-unsecured | |
| Restricted, control, or margin account stocks | | Accounts and bills due | |
| Real estate-see Schedule C | | Unpaid income tax | |
| Accounts, loans, and notes receivable | | Other unpaid taxes and interest | |
| Automobiles | | Real estate mortgages payable-see Schedules C & E | |
| Other personal property | | Other debts (car payments, credit cards, etc.)-itemize | |
| Cash surrender value-life insurance-see Schedule D | | | |
| Other assets - itemize, see Schedule F if applicable | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Total Liabilities | |
| | | Net Worth | |
| Total Assets | | Total Liabilities and Net Worth | |

| Section 4 - Annual Income | | Annual Expenditures | | Contingent Liabilities | | Estimated Amounts | |
|---|----------|---|----------|---|--------------------------|--------------------------|----------|
| For Year Ended _____ 20 _____ | | | | | | | |
| Salary, bonuses & commissions | \$ _____ | Mortgage/rental payments | \$ _____ | Do you have any ... | Yes | No | \$ _____ |
| Dividends & interest | _____ | Real estate taxes & assessments | _____ | Contingent liabilities (as endorser, co-maker or guarantor? ... On leases? on contracts?) | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| Real estate income | _____ | Taxes - federal, state & local | _____ | Involvement in pending legal actions? | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| Other income (alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.) | _____ | Insurance payments | _____ | Other special debt or circumstances? | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| | | Other contract payments (car payments, charge cards, etc.) | _____ | Contested income tax liens? | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| | | Alimony, child support, maintenance | _____ | If "yes" to any question(s) describe: | | | _____ |
| | | Other expenses | _____ | _____ | | | _____ |
| | | | | _____ | | | _____ |
| Total \$ Income | | Total \$ Expenditures | | Total \$ Contingent Liabilities | | | |

SCHEDULE A - U.S. GOVERNMENT & MARKETABLE SECURITIES

| Number of Shares or Face Value of Bonds | Description | In Name of | Are These Registered Pledged or Held by others? | Market Value |
|---|-------------|------------|---|--------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

SCHEDULE B - NON-MARKETABLE SECURITIES

| Number Of Shares | Description | In Name of | Are These Registered Pledged or Held by Others? | Value | Source Of Value |
|------------------|-------------|------------|---|-------|-----------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

SCHEDULE C - RESIDENCES AND OTHER REAL ESTATE EQUITIES (PARTIALLY OR WHOLLY OWNED)

| Address and Type of Property | Title in Name of | % of Ownership | Date Acquired | Cost | Market Value | Monthly Payment | Mortgage Amount | Mortgage Maturity |
|------------------------------|------------------|----------------|---------------|------|--------------|-----------------|-----------------|-------------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

SCHEDULE D - LIFE INSURANCE CARRIED, INCLUDING GROUP INSURANCE

| Name of Insurance Company | Owner of Policy | Beneficiary and Relationship | Face Amount | Policy Loans | Cash Surrender Value |
|---------------------------|-----------------|------------------------------|-------------|--------------|----------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

SCHEDULE E - BANK AND OTHER INSTITUTIONAL RELATIONSHIPS

| Name and Address of Creditor | Original Loan/ Line Amount | Date of Loan | Maturity Date | Unsecured or Secured (List Collateral) | Amount Owed |
|------------------------------|----------------------------|--------------|---------------|--|-------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

SCHEDULE F - BUSINESS VENTURES

| List Name and Address of Any Business Venture in Which You Are a Principal or Partner | Total Assets Listed In Section 3 | Your % of Ownership | Your Position/Title In the Business | Total Assets Of Business | Line of Business | Years in Business |
|---|----------------------------------|---------------------|-------------------------------------|--------------------------|------------------|-------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Each of the undersigned represents, warrants and certifies that the information provided herein is true, correct and complete. Each of the undersigned agrees to notify you immediately and in writing of any change in name, address, or employment and of any material adverse change (1) in any of the information contained in this statement or (2) in the financial condition of any of the undersigned or (3) in the ability of any of the undersigned to perform its (or their) obligations to you. In the absence of such notice or a new and full written statement, this should be considered as a continuing statement and substantially correct. You are authorized to make all inquiries you deem necessary to verify the accuracy of the information contained herein, and to determine the credit-worthiness of the undersigned. Each of the undersigned authorizes you to answer questions about your credit experience with the undersigned.

Signature (individual) _____

Social Security Number _____

Date signed, _____, 20 _____

Date of Birth _____

Signature (other party) _____

Social Security Number _____

Date signed, _____, 20 _____

Date of Birth _____



FINANCIAL STATEMENT AND SUPPORTING INFORMATION — EXHIBIT C (3)

**To: DIRECTOR, DEPT. OF NATURAL RESOURCES
 DIVISION OF STATE PARKS
 P.O. Box 176
 Jefferson City, Missouri 65102**

| | |
|------|---------|
| NAME | ADDRESS |
|------|---------|

BUSINESS Proprietorship Partnership Corporation

The undersigned submits the following as being a true and accurate statement of its financial condition of the following date and agree that if any change occurs that materially reduces the means or ability of the undersigned to pay all claims or demands against it, the undersigned will immediately and without delay notify the Director, and unless the Director is so notified it may continue to rely upon the statement herein given as a true and accurate statement of the financial condition of the undersigned as of the close of business.

| BALANCE SHEET | | PROFIT AND LOSS STATEMENT | |
|---|----|---|----|
| DATED | | FROM | TO |
| ASSETS | | NET SALES | |
| Cash | \$ | Less—Cost of Goods Sold: | \$ |
| Marketable Securities (C) | | Beginning Inventory | |
| Receivables (Net)—Customers (A) | | Add—Purchases | |
| Merchandise (Net) — (B) | | If Manufacturer Add Labor | |
| | | Manufacturing Expense | |
| | | Total | |
| TOTAL CURRENT ASSETS | \$ | Less—Closing Inventory | |
| | | Total Cost of Goods Sold | \$ |
| Deferred Receivables | | GROSS PROFIT \$ | |
| Due from Officers and Employees | | Less—Selling Expense | |
| Investment in Affiliations—Subsidiaries (D) | | General and Administrative | |
| Due from Affiliations—Subsidiaries (D) | | Provision for Bad Debts | |
| Investments—Other (C) | | Reserve for Taxes (Excl. Fed. Taxes) | |
| Deferred Charges and Prepaid Expenses | | | |
| Fixed Assets (Net)—(E&F) | | | |
| | | Total Operating Expenses | \$ |
| TOTAL | \$ | NET OPERATING PROFIT | |
| LIABILITIES | | Add—Other Income | |
| Notes Payable—Banks | | | |
| Notes Payable—Trade | | | |
| Accounts Payable—Trade | | Total Other Income | \$ |
| Due to Officers and Employees | | | |
| Due to Affiliations—Subsidiaries (D) | | Less—Other Expenses | |
| Taxes | | | |
| | | Total Other Expenses | \$ |
| TOTAL CURRENT LIABILITIES | \$ | Less—Provision for Federal Taxes | |
| | | NET PROFIT | \$ |
| | | Included Above—Depreciation Charges | |
| TOTAL LIABILITIES | \$ | Executive Remuneration | |
| | | Is above profit and loss statement on cash <input type="checkbox"/> or accrual basis <input type="checkbox"/> | |
| Capital Stock—Preferred* | | Are federal taxes paid on cash <input type="checkbox"/> or accrual basis <input type="checkbox"/> | |
| Capital Stock—Common* | | SURPLUS RECONCILIATION | |
| Earned Surplus* | | Beginning Surplus | \$ |
| Capital Surplus* | | Add—Profit | |
| NET WORTH | \$ | | |
| TOTAL | \$ | Less—Dividends or Withdrawals | |
| AMT. OF CONTINGENT LIABILITIES | | | |
| AMOUNT OF ASSETS PLEDGED | | Adjustments | |
| AMOUNT OF LIABILITIES SECURED | | Closing Surplus | \$ |

(OMIT PENNIES)

| | |
|--|--|
| (A) TRADE RECEIVABLE—Selling Terms _____ days Accounts—Not Due Past due to days Past due to days Past due to days Past due to days Unclassified Total Trade Accounts Notes—Current Deferred GROSS TRADE RECEIVABLES Less—Reserve for Bad Debts NET TRADE RECEIVABLES Charge-offs in Period Recoveries in Period | (B) INVENTORY—Purchase terms _____ days Finished Goods Work in Progress Raw Materials Supplies Out on Consignment Miscellaneous GROSS INVENTORY Less—Reserve NET INVENTORY Purchase Commitments % of Discounts Earned on Purchases % of Returns & Allow. on Gross Sales Basis of inventory pricing? Was physical count taken? |
|--|--|

| (C) INVESTMENTS | Units | Mkt. Val. | Total | (D) AFFL.—SUBSID. | % Owned | Invest. | Due From | Due To |
|-----------------|-------|-----------|-------|-------------------|---------|---------|----------|--------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total | | | | Totals | | | | |

| (E) FIXED ASSETS | Title in Whose Name | Appraisal Val. | Res. for Dep. | Net Value | Mortgage | Yr. Due |
|------------------|---------------------|----------------|---------------|-----------|----------|---------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Totals | | | | | | |

| (F) FIXED ASSET CHANGES IN PERIOD: | | | | |
|------------------------------------|-----------|----------------|-------------|-----------------|
| DESCRIPTION | PURCHASES | SOLD OR TRADED | RETIREMENTS | DEP'R'N THEREON |
| | | | | |
| | | | | |
| | | | | |
| Totals | | | | |

| (G) LIFE INSURANCE PLAN (M indicates thousands of dollars): | | | | | | TYPE | MDSE. | PLANT |
|---|---------|------------|------------|------|-------------|----------|-------|-------|
| INSURED | COMPANY | FACE VALUE | CASH VALUE | LOAN | BENEFICIARY | Fire | M | M |
| | | M | M | M | | Wind | M | M |
| | | M | M | M | | Burglary | M | M |
| | | M | M | M | | War Risk | M | M |
| | | M | M | M | | | M | M |
| | | M | M | M | | | M | M |

| (H) MONTH END BALANCES (12 Mos. to Date) | | | (I) OWNERSHIP OF BUSINESS: | | | |
|--|------------|------------|----------------------------|-------|-------------------|--------------|
| SALES | MDSE. PAY. | BANK LOANS | NAME | Title | Per Cent Interest | Remuneration |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |

*Incorporated in _____ Date _____
 *Shares Authorized _____ Outstanding _____ Par Value _____
 Last independent audit by _____ as of _____
 Income Tax Payments approved thru _____ 20 _____
 Outstanding Sales Commitments \$ _____
 Unsatisfied Judgments \$ _____ Any suits pending? _____
 *Not to be answered by proprietorship or partnership.
 The undersigned certifies that both sides hereof and the information inserted therein has been carefully read and is true and correct.
 Company Name _____
 By _____ Title _____

Date Signed _____

EXHIBIT D

**MISSOURI DEPARTMENT OF NATURAL RESOURCES
REQUEST FOR PROPOSAL**

OFFEROR QUESTIONNAIRE

This questionnaire is part of your proposal for a concession management contract. Answer all questions in full. Attach additional sheets if necessary. Each material participant in this proposal must complete a questionnaire. The Department of Natural Resources may check credit, personal references, and other records to further establish qualifications and past history.

I. General Information

- A. Offeror's Name _____
- B. Home/Business Address: _____
- C. Home/Business Phone #: _____
- D. FEIN Tax ID #: _____
- E. Education _____
- F. Have you ever been convicted of a crime or placed on probation,
(except traffic misdemeanors)? _____

If yes, please explain below or attach an additional page.

II. Employment Information:

Please provide the following information if you are now or have been employed by others in the past ten years. Attach additional pages if necessary.

A. Names of Employers and Dates of Employment

- 1. Name of Employer: _____
Address of Employer: _____
Telephone No.: () _____
Dates of Employment: _____
Name of Supervisor: _____
Salary or Other Compensation: \$ _____ (gross annual)

- 2. Name of Employer: _____
Address of Employer: _____
Telephone No.: () _____
Dates of Employment: _____
Name of Supervisor: _____
Salary or Other Compensation: \$ _____ (gross annual)

- 3. Name of Employer: _____
Address of Employer: _____
Telephone No.: () _____
Dates of Employment: _____
Name of Supervisor: _____
Salary or Other Compensation: \$ _____ (gross annual)

II. Employment Information (Continued):

B. Job Description

Describe your employer's business and your duties and responsibilities for each job listed above. Attach additional pages if necessary. Include the number of employees supervised.

III. Other Business Ventures:

Please identify all business entities which you own, control, influence, or are materially involved in through the purchase or earning of equity shares (stock); loan of money, credit, bonds, or other assets; participation as a manager, partner, director, or other officer; familial relation; or through any other connection. You may omit minority ownership interests of publicly-traded corporations.

Offeror is advised to refer to the section entitled "Conflict of Interest" under Article Two of Exhibit K for requirements relating to outside business interests.

IV. Civic and Professional Involvements:

Please identify any civic, professional or other organization in which you participate as a manager, partner, director, officer or member, which may regulate, oversee or have any jurisdiction or perceived jurisdiction over the venture proposed in this RFP.

EXHIBIT E

**MISSOURI DEPARTMENT OF NATURAL RESOURCES
REQUEST FOR PROPOSAL**

BIDDER'S PERSONNEL STAFFING

Provide the position/job title with the type of background and expertise of the personnel to be hired, state whether the position is full-time or part-time, the number of staff to be hired, and include the proposed compensation for the position.

| MANAGEMENT POSITIONS | # of Staff | BACKGROUND AND EXPERTISE OF PERSONNEL |
|-----------------------------|-------------------|--|
| <hr/> | | |
| 1. | | |
| Position | | |
| FULL-TIME ___ | | PART-TIME ___ |
| <hr/> | | |
| Proposed Compensation | | |
| <hr/> | | |
| 2. | | |
| Position | | |
| FULL-TIME ___ | | PART-TIME ___ |
| <hr/> | | |
| Proposed Compensation | | |
| <hr/> | | |
| 3. | | |
| Position | | |
| FULL-TIME ___ | | PART-TIME ___ |
| <hr/> | | |
| Proposed Compensation | | |
| <hr/> | | |
| 4. | | |
| Position | | |
| FULL-TIME ___ | | PART-TIME ___ |
| <hr/> | | |
| Proposed Compensation | | |
| <hr/> | | |
| 5. | | |
| Position | | |
| FULL-TIME ___ | | PART-TIME ___ |
| <hr/> | | |
| Proposed Compensation | | |
| <hr/> | | |
| 6. | | |
| Position | | |
| FULL-TIME ___ | | PART-TIME ___ |
| <hr/> | | |
| Proposed Compensation | | |
| <hr/> | | |
| 7. | | |
| Position | | |
| FULL-TIME ___ | | PART-TIME ___ |
| <hr/> | | |
| Proposed Compensation | | |
| <hr/> | | |
| 8. | | |
| Position | | |
| FULL-TIME ___ | | PART-TIME ___ |
| <hr/> | | |
| Proposed Compensation | | |
| <hr/> | | |
| 9. | | |
| Position | | |
| FULL-TIME ___ | | PART-TIME ___ |
| <hr/> | | |
| Proposed Compensation | | |
| <hr/> | | |
| 10. | | |
| Position | | |
| FULL-TIME ___ | | PART-TIME ___ |
| <hr/> | | |
| Proposed Compensation | | |
| <hr/> | | |

EXHIBIT E

**MISSOURI DEPARTMENT OF NATURAL RESOURCES
REQUEST FOR PROPOSAL**

BIDDER'S PERSONNEL STAFFING

Provide the position/job title with the type of background and expertise of the personnel to be hired, state whether the position is full-time or part-time, the number of staff to be hired, and include the proposed compensation for the position.

| <u>SUPPORT POSITIONS</u> | <u># of Staff</u> | <u>BACKGROUND AND EXPERTISE OF PERSONNEL</u> |
|--|--------------------------|---|
| 1. _____ Position FULL-TIME ___ PART-TIME ___ _____ Proposed Compensation | | |
| 2. _____ Position FULL-TIME ___ PART-TIME ___ _____ Proposed Compensation | | |
| 3. _____ Position FULL-TIME ___ PART-TIME ___ _____ Proposed Compensation | | |
| 4. _____ Position FULL-TIME ___ PART-TIME ___ _____ Proposed Compensation | | |
| 5. _____ Position FULL-TIME ___ PART-TIME ___ _____ Proposed Compensation | | |
| 6. _____ Position FULL-TIME ___ PART-TIME ___ _____ Proposed Compensation | | |
| 7. _____ Position FULL-TIME ___ PART-TIME ___ _____ Proposed Compensation | | |
| 8. _____ Position FULL-TIME ___ PART-TIME ___ _____ Proposed Compensation | | |
| 9. _____ Position FULL-TIME ___ PART-TIME ___ _____ Proposed Compensation | | |
| 10. _____ Position FULL-TIME ___ PART-TIME ___ _____ Proposed Compensation | | |

EXHIBIT E

**MISSOURI DEPARTMENT OF NATURAL RESOURCES
REQUEST FOR PROPOSAL**

BIDDER'S PERSONNEL STAFFING

Provide the position/job title with the type of background and expertise of the personnel to be hired, the number of staff to be hired, and include the proposed compensation for the position.

| <u>SEASONAL POSITIONS</u> | <u># of Staff</u> | <u>BACKGROUND AND EXPERTISE OF PERSONNEL</u> |
|----------------------------------|--------------------------|---|
| 1. _____ Position | | |
| _____ Proposed Compensation | | |
| 2. _____ Position | | |
| _____ Proposed Compensation | | |
| 3. _____ Position | | |
| _____ Proposed Compensation | | |
| 4. _____ Position | | |
| _____ Proposed Compensation | | |
| 5. _____ Position | | |
| _____ Proposed Compensation | | |
| 6. _____ Position | | |
| _____ Proposed Compensation | | |
| 7. _____ Position | | |
| _____ Proposed Compensation | | |
| 8. _____ Position | | |
| _____ Proposed Compensation | | |
| 9. _____ Position | | |
| _____ Proposed Compensation | | |
| 10. _____ Position | | |
| _____ Proposed Compensation | | |

Exhibit F

**MISSOURI DEPARTMENT OF NATURAL RESOURCES
REQUEST FOR PROPOSAL**

Must Be Signed, Notarized and Returned With Proposal
Authorization For Release of Information

TO WHOM IT MAY CONCERN:

This is to certify that I authorize the Department of Natural Resources, Division of State Parks, Ranger Program or any authorized representative thereof bearing or furnishing this release or copy thereof, within one year of its date, to obtain any information in your files pertaining to arrests, charges and disposition of such charges. Thereby direct you to release such information upon request of the bearer. This release is executed with full knowledge and understanding that the information is for official use of the Missouri Department of Natural Resources to furnish such information, as described below, to third parties in the course of fulfilling its official responsibilities. I hereby release you, as custodian of such records, law enforcement officer, agency, or court; or other repository of records, including its officers, employees or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may at any time result to me, my heirs, family or associates because of compliance with this authorization and request to release information, or any attempt to comply with it.

Should there be any questions as to the validity of this release, you may contact the procurement officer at 573-522-3299.

Full Name Printed _____ Date of Birth _____

Full Signature _____ Date Signed _____

Address _____ Soc. Sec. No. _____

_____ Telephone () _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public in and for the State of _____

Residing in the County of _____

My Commission Expires _____

Notary Signature _____

EXHIBIT G

PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

| MBE Participation Commitment Table | | |
|---|---|--|
| (The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) | | |
| Name of Each Qualified Minority Business Enterprise (MBE) Proposed | Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed MBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1. | % | Product/Service(s) proposed: ----- RFP Paragraph References: |
| 2. | % | Product/Service(s) proposed: ----- RFP Paragraph References: |
| 3. | % | Product/Service(s) proposed: ----- RFP Paragraph References: |
| 4. | % | Product/Service(s) proposed: ----- RFP Paragraph References: |
| Total MBE Percentage: | % | |

WBE Participation Commitment Table

(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

| Name of Each Qualified Women Business Enterprise (WBE) proposed | Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed WBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
|---|--|---|
| 1. | % | Product/Service(s) proposed: ----- RFP Paragraph References: |
| 2. | % | Product/Service(s) proposed: ----- RFP Paragraph References: |
| 3. | % | Product/Service(s) proposed: ----- RFP Paragraph References: |
| 4. | % | Product/Service(s) proposed: ----- RFP Paragraph References: |
| Total WBE Percentage: | % | |

Organization for the Blind/Sheltered Workshop Commitment Table

By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

| Name of Organization for the Blind or Sheltered Workshop Proposed | Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
|---|---|
| 1. | Product/Service(s) proposed: ----- RFP Paragraph References: |
| 2. | Product/Service(s) proposed: ----- RFP Paragraph References: |

SDVE Participation Commitment Table

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

| Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed | Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed SDVE <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
|--|--|--|
| 1. | % | Product/Service(s) proposed: ----- RFP Paragraph References: |
| 2. | % | Product/Service(s) proposed: ----- RFP Paragraph References: |
| Total SDVE Percentage: | % | |

EXHIBIT H
DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form for Each Organization Proposed ~

Offeror Name: _____

This Section to Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):

____ MBE ____ WBE ____ Organization for the Blind ____ Sheltered Workshop ____ SDVE

Name of Organization: _____

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____

Email: _____

Address (If SDVE, provide
MO Address): _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification

SDVE's Website
Address: _____

Certification
Expiration
Date: _____

(or attach copy of
certification)

Service-Disabled
Veteran's (SDV) Name: _____
(Please Print)

SDV's
Signature: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you (*as the participating organization*) have agreed to provide:

Authorized Signature:

Authorized Signature of Participating Organization
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or
SDVE)

Date
(Dated no earlier than
the RFP issuance
date)

EXHIBIT H, (continued)

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, the offeror **must** provide the following SDV documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The offeror should check the appropriate statement below and, if applicable, provide the requested information.

No, I have not previously submitted the SDV documents specified above to the DPMM and therefore have enclosed the SDV documents.

Yes, I previously submitted the SDV documents specified above within the past five (5) years to the DPMM.

Date SDV Documents were Submitted: _____

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted:

(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the DPMM SDVE database located at <http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Buyer

Date

EXHIBIT I

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the department and Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

EXHIBIT I, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

As a business entity, the offeror must perform/provide each of the following. The offeror should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT I, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

| | |
|--|----------------------------|
| <i>Authorized Representative's Signature</i> | Printed Name |
| Title | Date |
| E-Mail Address | E-Verify Company ID Number |

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

| | |
|----------------------------|------|
| <i>Signature of Notary</i> | Date |
|----------------------------|------|

EXHIBIT I, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror’s name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative’s
Name (Please Print)

*Authorized Business Entity
Representative’s Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT J

REGISTRATION OF BUSINESS NAME

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

| | |
|--|---------------------|
| <i>Charter Number (if applicable)</i> | <i>Company Name</i> |
| If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption: | |

**ECHO BLUFF STATE PARK
SHANNON COUNTY
SALEM, MO**

CONCESSION MANAGEMENT CONTRACT

**ECHO BLUFF STATE PARK
SHANNON COUNTY, SALEM, MO
CONCESSION MANAGEMENT CONTRACT**

THE ECHO BLUFF State Park, under development, hereinafter referred to as ECHO BLUFF, CONCESSION MANAGEMENT CONTRACT, hereinafter this “contract”, is made and entered upon the Award Date (Commencement Date), by and between the State of Missouri, Director, Missouri Department of Natural Resources, hereinafter referred to as the Director or as the State, and awarded Contractor.

WHEREAS, it is anticipated that citizens of Missouri and elsewhere shall visit said park for recreational purposes and the Director deems it advisable, as authorized by Sec. 253.080 RSMo., to grant this contract in said park to provide for the needs of the visiting public.

WHEREAS, Director is desirous of utilizing the services and experience of Contractor in connection with the operation and management of ECHO BLUFF (as defined herein), including pre-opening services, and Contractor desires to render such services, all upon the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual promises, covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Director and Contractor agree as follows:

**ARTICLE ONE
DEFINITIONS**

For the purposes of this contract, unless another meaning is implicitly indicated by the context, the following terms, including but not limited to, shall have the following meanings:

“ANNUAL OPERATING BUDGET” means as set forth in Article Three.

“BUSINESS DAY” means any day other than a Saturday, Sunday or legal holiday for the Director.

“BOND or ESCROW AGREEMENT (ACCOUNT)” means as a condition precedent to any rights under the contract and in accordance with 253.080 RSMo.

“COMMENCEMENT DATE” means date of award.

“COMPENSATION” means all costs of employment of all Contractor’s employees, including direct salaries and wages paid to, or accrued for the benefit of such employees; all fringe benefits payable to, or accrued for the benefit of such employees, including pension or retirement contributions, group life, accident and health insurance premiums, profit sharing, disability and other similar benefit.

“CONTRACTOR” means the Company, its employees, successors or assigns.

“CONTRACTOR’S FISCAL YEAR” means Contractor’s twelve-month operating cycle, to be provided to director.

“CONTRACTOR’S OPERATING EXPENSES” means expenses and deductions authorized to be paid in accordance with the Pre-Opening Budget, Initial Operating Budget, or the Annual Operating Budget or as otherwise approved by Director, arising out of the actual day-to-day operation of ECHO BLUFF, including, but not limited to, the following:

- a. All compensation, payroll taxes, unemployment insurance contributions, social security taxes, worker’s compensation, and all other employee-related expenses;
- b. The installation and monthly charges for satellite television;
- c. Toll free telephone number and ECHO BLUFF lodge telephone number(s) shall be established by the Director and monthly charges shall be paid by the Contractor. Telephone system, and telephones for lodge rooms, cabins and other areas so designated shall be provided by the Contractor;
- d. Repairs to and maintenance at ECHO BLUFF, with warranties in place, shall be coordinated with the Director’s Representative;
- e. Any amounts due Contractor pursuant to Article Ten;
- f. Legal fees and fees of any independent certified public accountant for services relating to the operation of ECHO BLUFF or this Management Contract;
- g. Expenditures for all marketing, advertising, sales promotion, and public relations;
- h. All administrative and general expenses, including, but not limited to, reasonable charges for data processing performed by Contractor, but excluding any compensation, costs or other expenses of the Corporate Management Staff, if applicable;
- i. Any rental expenses for equipment, to be approved by Director;
- j. All reasonable business, travel and other reasonable expenses associated with the operation of ECHO BLUFF incurred by Contractor and the Contractor’s Employees;
- k. All other reasonable, proper and necessary expenses and deductions, arising out of the operation of ECHO BLUFF; and
- l. All point-of-sale, and property management systems.

“CORPORATE MANAGEMENT STAFF” if applicable, means agents, officers, executives and employees of the Contractor who are not directly employed at ECHO BLUFF and are located at Contractor’s corporate or other offices and who may provide supervisory, consulting, administrative or legal services to Contractor in regular course of business of Contractor.

“DEPARTMENT, DIRECTOR OR STATE” means Missouri Department of Natural Resources, its successors and assigns.

“DIRECTOR’S DESIGNEE” means an individual selected by the Director to act on his/her behalf during the course of the contract.

“DEPARTMENT OPERATING EXPENSES” means expenses to be paid in accordance with the day-to-day operation of ECHO BLUFF, including, but not limited to any and all monthly charges for HVAC, water/sewer, trash, Wi-Fi, electrical and propane.

“DIRECTOR’S REPRESENTATIVE” means the Natural Resource Manager for ECHO BLUFF State Park is the primary representative in direct charge of ECHO BLUFF State Park. The Natural Resource Manager is charged with the day-to-day oversight of this contract and shall be the Contractor’s initial contact with the Director for information, contract performance and other problems.

“DISPUTE RESOLUTION” means the Contractor and Director shall use their best efforts to agree to all issues related to the operation and management of ECHO BLUFF. In the event the Contractor and Director cannot agree, after such best efforts, Director shall make the final determination on any dispute without recourse by Contractor.

“ECHO BLUFF STATE PARK DOMAIN NAME” means www.EchoBluffStatePark.com is the website domain owned by the Director and provided to the Contractor for their use in marketing ECHO BLUFF.

“ECHO BLUFF STATE PARK OR ECHO BLUFF” shall mean the Director’s interest on the real property, improvements, and all appurtenances known as “ECHO BLUFF State Park” in Shannon County, Missouri, to co-exist in a delicate, natural environment including, but not limited to the following:

- a. 20 guest rooms in the lodge;
- b. 24 seat restaurant;
- c. 52’ x 28’ store/gift shop, excluding the coolers;
- d. A multi-purpose room;
- e. Two small meeting rooms;
- f. A business center with computer and printer;

- g. Outside deck seating that can accommodate 80 individuals for food service overlooking ECHO BLUFF and Sinking Creek;
- h. Cabins - a four bedroom cabin, 4-two bedroom cabins, 4-stacked duplexes to the extent the following facilities are built;
- i. A Fitness Room with equipment that may include recumbent bike, treadmill, elliptical, free weights;
- j. A large pavilion with a capacity of approximately 150 +/- individuals;
- k. Two medium capacity picnic shelters that can accommodate approximately 25 individuals each +/- and two small capacity picnic shelters that can accommodate approximately 12 individuals each +/- for family and group gatherings; and
- l. Tubes and kayaks to float on Sinking Creek within the park boundaries and Current River permits, if acquired, provided for Contractor's management as agreed to and approved by Director in 2017.

The Director has the exclusive right to amend this definition of ECHO BLUFF.

“EMPLOYEES” means all employees of the Contractor employed at ECHO BLUFF, but excluding Corporate Management Staff (if applicable).

“EMPLOYEE POLICIES” means those policies defined in Article Three.

“EXECUTIVE STAFF” means the General Manager, Sales Manager, Marketing Manager, Housekeeping Manager, Restaurant Manager or Food and Beverage Manager, or any individual employed by the Contractor at ECHO BLUFF having a comparable title for such responsibility for ECHO BLUFF.

“FIXED ASSET SUPPLIES” means items included within property and equipment which may be consumed in the operation of ECHO BLUFF or are not capitalized including, but not limited to, linens, china, glassware, tableware, uniforms and similar items whether used in connection with public space or guest rooms.

“FORCE MAJEURE” means as a result of any cause beyond the Director or Contractor's control (such as fire, flood, windstorm, or other acts of nature, or lawful order or regulations of any governmental agencies), Contractor is prevented from complying with any obligation of this contract, the Director or Contractor shall not be liable for any damages or forfeiture of this contract.

“FURNITURE, FIXTURES AND EQUIPMENT” means furniture, furnishings, fixtures and equipment of every kind and nature located at ECHO BLUFF provided by the Director.

“GAAP” means Generally Accepted Accounting Principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States, which are in effect as of the Commencement Date.

“GROSS SALES” means all monies, property, sales for cash, credit, mandatory gratuities or any other thing of value received, realized by the Contractor and any of its managers, operators, employees or agent, through the operation of the ECHO BLUFF or from any other use of said premises or any portion thereof. The term “gross sales” shall not include (1) any sales taxes imposed by any governmental entity and collected by or in behalf of Contractor; (2) fees collected for Missouri Department of Conversation controlled licenses, permits and tags; or (3) deposits collected for lodging, food service, rental of watercraft or any other deposits until “tender of delivery.” Tender of delivery means the sale of goods, services or transactions duly delivered to the customer pursuant to RSMo. 400.2-501 to 400.2-515. Deductions include refunds, over-rings and discounts. All gross sales and deductions must be entered into the cash receipting system.

“GUEST RECORDS” means guest lists, reservation information, data and other information pertaining to the patrons or customers of ECHO BLUFF shall be owned by the Director during the term and at the termination of the contract.

“GUEST ROOM” means a separately keyed lodging unit at ECHO BLUFF.

“INITIAL OPERATING BUDGET” means the Initial Operating Budget to be prepared pursuant to Article Three.

“INVENTORIES” means inventories, including, but not limited to, provisions in storerooms, store/gift shop, woodlot, ice merchandisers, refrigerators, pantries and kitchens, beverages and restaurants or other expensed supplies and similar items.

“MANAGEMENT FEE” means an amount designated to be paid to Contractor as more fully set forth in Article Ten and all its subsections.

“MANDATORY GRATUITIES” means whenever used in this contract, “gross sales” is intended to and shall include mandatory gratuities. Mandatory gratuities would mean any percentage or dollar amount automatically added to a receipt for payment of services rendered by the Contractor and any of its managers, operators, employees or agent, through the operation of the concession premises or from any other use of said premises or any portion thereof.

“MONTHLY FINANCIAL PACKAGE” means a package to be submitted by Contractor by the 20th of each month for the previous month. Package to include, but not limited to, Profit and Loss Statement with the approved associated budget for that particular month and details explaining any variance. Package must also include a balance sheet, the reconciled bank statement, to gross sales and expenses (copies of

invoices to be provided with reconciliation), attendance (adults, children (age 0 – 17)) and occupancy detailed by-unit for the lodge rooms and cabins.

“NATURAL RESOURCE MANAGER” means the facility manager (Director’s Representative) for ECHO BLUFF and is the primary representative in direct charge of ECHO BLUFF.

“OTHER CONTRACTOR PROPERTIES” means all other properties owned, operated or managed by the Contractor.

“PARKS 20/20” means for the purpose of this contract, a web-based system that includes, attendance (adults and youth), lodging units available (a constant number unless a unit is taken out of rental status) and lodging units rented per night, per month (includes lodge units and cabins). Contractor must have entries completed by the 5th of each month for the preceding month.

“POINT-OF-SALE AND PROPERTY MANAGEMENT SYSTEM(s)” means the hardware, software, equipment and licensing provided by and owned by the Contractor. The fiber shall be provided by the Director, connectivity shall be the responsibility of the Contractor.

“PRE-OPENING BUDGET” means the budget for pre-opening expenses to be prepared by Contractor and approved by the Director as referenced in Article Three.

“PRE-OPENING COMPENSATION” means the pre-opening compensation defined in Article Ten.

“PROFIT AND LOSS STATEMENT” means the detail of revenue and expenses by sales category to provide a view of profit or loss for the operation. The level of detail to be mutually agreed to after Commencement Date.

“PROCUREMENT POLICIES” means those policies defined in Article Three.

“REVISED STATUTES OF MISSOURI” hereinafter RSMo, means the body of laws enacted by the legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement of the department.

“SCHEDULED OPENING DATE” means the first day ECHO BLUFF is open for business.

“STATE FISCAL YEAR” means each twelve-month period from July 1 through June 30.

“TERMINATION” means the expiration or cancellation of this Management Contract.

“TRADE NAMES” means the names, trade names, trademarks, service marks of Contractor, or any variations thereof when used alone or in conjunction with some other

word or words, some other design and shall exclude names, trade names, trademarks and service marks of Director, the State of Missouri, ECHO BLUFF and the name and use of “ECHO BLUFF STATE PARK” and any names associated with the park properties or any reasonable variation thereof.

“**VEHICLES**” means any motorized transportation used in the course of daily business by the Contractor at ECHO BLUFF shall be owned, licensed and insured by the Contractor.

ARTICLE TWO GENERAL CONDITIONS

SECTION 2.1. - State's Property: State property shall mean fixed assets, supplies and consumables (for the store/gift shop and restaurant) shall be initially purchased by the Director in coordination with the Contractor.

SECTION 2.2. - Repair and Replacement of Property: The Contractor agrees to provide a Work Order (defined in Article 20) to the Director’s Representative for repair of equipment, furnishings and other personal property of the State lost due to breakage, theft or other destruction or damage, except for destruction or damage caused by Force Majeure.

Contractor shall be held financially responsible for the repair or replacement of State’s property lost due to breakage, theft or other destruction or damage due to Contractor’s neglect.

At the end of the term of this contract, the Contractor and Natural Resource Manager shall conduct a physical inventory of all State property. Upon determination that all property lost, broken, stolen or destroyed has been satisfactorily replaced or repaired, the completed inventory shall be delivered to the Director.

It is further agreed that it shall be the responsibility of Contractor to assure that said property shall be in as good condition at the expiration, assignment or termination of the contract as when received by Contractor, except for normal wear and tear.

SECTION 2.3. - Repairs to State-Owned Equipment: All repairs or replacement of State-owned equipment must be approved by the Director’s Representative. Contractor may, with prior written approval of the Director, repair or replace non-operating State-owned equipment and bill the Director for the costs of products and labor used, provided that procurements are made within the purchasing guidelines established by the State. Should Contractor refuse or fail to maintain, repair or replace State-owned equipment within a reasonable time, the Director may act to maintain, repair or replace State-owned equipment to good working order.

SECTION 2.4. - Non-Smoking Areas: Contractor shall follow any and all laws, regulations and ordinances on the issue of smoking restrictions and as required by the Director and in accordance with 191.765 to 191.777 RSMo.

SECTION 2.5. - Contractor's Property: Contractor agrees to furnish all necessary property for proper operation of the contract not provided by the Director. The Director shall approve the adequacy and fitness of all property.

SECTION 2.6. - Ingress and Egress: The right to enter upon ECHO BLUFF premises (including privately occupied premises and personal property) at any time is hereby reserved to the Director or Director's Designee. The Director has the right to inspect Contractor's operation to assure goods and services are being offered at the quality expected by the Director. The Director reserves the right to conduct additional inspections throughout the year without prior notice. Inspections shall be performed with the least amount of disturbance to Contractor's operations as possible and during normal business hours.

SECTION 2.7. Emergency Closure and Safety: Contractor understands and agrees to operate ECHO BLUFF in a safe manner. Contractor shall immediately notify the Natural Resource Manager upon discovery of any unsafe condition on State property. Contractor shall be responsible for the safety of employees and visitors to ECHO BLUFF and shall make all visitors and staff aware of conditions which may adversely affect their personal safety. Contractor agrees to provide appropriate safety training including, but not limited to, first aid and Automated External Defibrillator (AED) for its employees. Upon discovery of any condition the Director determines to present an imminent and dangerous threat to the health and safety of the public, the Director may close any part or all of ECHO BLUFF or non-ECHO BLUFF premises to the public until the Director determines the condition is corrected and the danger to the public is eliminated. Contractor in conjunction with the Director's Representative agrees to conduct periodic safety audits and to comply with periodic inspections by authorized State and County public health or safety inspectors. The Contractor shall have no claim for damages against the Director or his representatives due to actions taken pursuant to this section.

SECTION 2.8. - Removal of Property: At the expiration, assignment or termination of this contract, Contractor agrees to remove their property or sell/lease their equipment and property to a successor Contractor or another party approved by the Director. The Contractor agrees to repair any damages to State property which may result from such removal. Failure by the Contractor to remove and dispose of all equipment and property within sixty (60) days after the expiration, assignment or termination of this contract shall be deemed permission for the Director to remove the Contractor's property or take any other reasonable action needed to remedy the situation. The Contractor shall be responsible for all related costs, including labor if the State is required to remove Contractor's property. The Director shall distribute proceeds on any sale to Contractor after offsetting any and all expenses, including but not limited to labor, dumpster or hauling expenses, rental or travel expense.

SECTION 2.9. - Governing Laws: This contract is effective as authorized by the laws of the State of Missouri and the laws of the United States of America in all respects as to interpretation, construction, operation, effect and performance.

SECTION 2.10. - Venue by Contract: Venue for any litigation arising out of this contract has been agreed to and stipulated to by the parties. Any cause of action brought by any party pursuant to this contract shall be brought in the Circuit Court of Cole County, MO. This contract

shall ensure to the benefit of, and be binding upon, Contractor and the Director or their respective successors and assigns.

SECTION 2.11. - Contract Severability: If any provision of this contract shall be deemed void or otherwise invalid for any reason, the remainder of the contract shall be interpreted in a manner as to be effective and valid to the fullest extent possible. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

SECTION 2.12. – Renewal of Management Contract: The Director shall have the right, as its sole option, to renew the contract for two additional periods (one three year period and one two year period) for a total potential renewal of five years beyond the original contract period or any portion thereof.

SECTION 2.13. - Waiver of Contract Terms: No waiver by either party at any time of any of the terms, conditions or covenants of this contract shall be deemed as a waiver at any time thereafter of the same or of any other term, condition or covenant herein contained, nor of the strict and prompt performance thereof.

SECTION 2.14. – Contract In Writing: This contract contains and embraces the entire contract between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any contract between the parties unless such contract be expressed in writing, signed and acknowledged by the Director and the Contractor or successors in interest. It is understood and agreed neither this contract, amendments, modifications, assignments nor termination shall be effective until approved by the Director.

SECTION 2.15. – Utilities and Waste Removal: The Director shall be responsible for payment of any and all charges for potable water, waste water, LP gas, trash disposal, electrical current and demand charges used by ECHO BLUFF. The Contractor is responsible for placing trash and recyclable materials in dumpsters provided by the Director.

SECTION 2.16. – Wi-Fi: The Director shall provide the public Wi-Fi system(s), for the lodge, meeting rooms and cabins.

SECTION 2.17. – Satellite, Telephones and Telephone System: The Contractor shall provide the satellite television system for the lodge rooms, cabin rooms and any other location in the lodge designated by the Director. The Contractor shall also provide the telephones and telephone systems for the lodge and cabins and any other areas in the lodge designated by the Director. The Director shall provide toll-free telephone number and ECHO BLUFF lodge telephone number.

SECTION 2.18. - Customer Surveys: The Director may survey Contractor's customers regarding their satisfaction with the operation and report findings to the Contractor. The Contractor agrees to provide any additional information which the Director may require in order to conduct customer satisfaction surveys.

SECTION 2.19. – Credit Cards: The Contractor shall accept a minimum of two major credit cards and may establish a minimum dollar amount for credit card use by posting such requirement within the operation.

SECTION 2.20. – Prohibited Items: Director reserves the right to prohibit the sale or rental of any property or service which the Director deems objectionable beyond the scope of merchandise deemed necessary for proper service to the public or of inferior quality.

SECTION 2.21. - Prices: Contractor agrees to provide the Director with an annual pricing review, by September 1 of each year, comparing concession prices with those of direct competitors for equivalent goods and services. The Director agrees to review any proposed price increases for approval with response to Contractor on or about October 1 of each year. Approved prices shall be prominently posted in sales areas.

The Director shall review and approve any pricing and discounting policies, including, but not limited to groups, seniors, military, government, etc., associated with guest rooms, cabins, pavilion, shelters, meeting rooms and catering.

SECTION 2.22. - Employment: Labor force shall include enough employees to accomplish all normal daily operational and maintenance requirements. Contractor shall require all of its employees to exercise courtesy and consideration in their relations with the public and wear clothing that distinguishes them as employees of the Contractor.

SECTION 2.23. - Licenses: Contractor shall secure and pay for all necessary licenses as required by law or ordinance.

SECTION 2.24. - Gambling: Contractor shall not permit any gambling within ECHO BLUFF including lottery tickets.

SECTION 2.25. - Conference: Unless excused by the Director, Contractor shall attend all scheduled concessionaire conferences.

SECTION 2.26. - Conflict Of Interest: Contractor agrees not to engage in any business, management agreement or any other interest in any other enterprise (excepting stocks and bonds of publicly traded corporations) operating within fifty (50) miles of the concession during the term of this contract that in any way competes with or detracts from the concession, without express written authorization from the Director. Other Missouri State park facilities operated by an independent contractor are not considered to be a conflict of interest. Failure to timely disclose any potential conflict of interest to the Director shall constitute a substantial breach and be cause for default of this contract.

SECTION 2.27. – Alcohol: The sale of alcoholic beverages shall be subject to all laws, regulations and local ordinances. Contractor shall maintain a separate accounting for all such alcohol revenues and expenses. The revenue and expenses from the sale of alcoholic beverages shall not be a part of the compensation package to Contractor. The gross sales and expenses of alcoholic beverages shall be reported to Director separately from the monthly Profit and Loss

Statement provided to the Director. The Director reserves the right to temporarily discontinue the sale, in whole or part, of alcoholic beverages.

SECTION 2.28. – Additional Services: Contractor agrees any additional services initiated by the Contractor under this contract shall be reviewed on a case-by-case basis and documented in the form of a written amendment to this contract and approved by both parties.

SECTION 2.29. – Bond or Escrow Agreement (Account): The Contractor shall either furnish a performance bond or maintain an escrow agreement (account) in accordance with Section 253.080 RSMo. The performance bond or escrow agreement (account) shall be solely at the Contractor's expense.

2.29.1. Amount: Contractor shall establish performance bond or escrow agreement (account) in the amount of Two Hundred Fifty Thousand Dollars and no cents (\$250,000.00).

2.29.2. Condition: The condition of said bond or escrow account shall be that the Contractor shall faithfully keep and perform all the covenants and agreements on the part of the Contractor as set forth in this contract. The Director shall have the right to deduct any unpaid amount of money due and owing by Contractor to the Department under the terms of this contract at anytime. Contractor shall at all times (365 days per year) maintain a bond or escrow account in the full amount above specified for the duration of the contract term and until the exit audit is settled and complete beyond the expiration, assignment or termination of this contract.

SECTION 2.30. - Modification Of Contract: In the event of a significant change of circumstances subsequent to the execution date of this contract that causes financial or operational hardships to Contractor (including, but not limited to, high water, fire, construction activities) and/or in order to provide additional goods and services to the public in furtherance of and incident to the scope of this contract as set forth above, the Director or Contractor may propose an amendment or modification to the terms of this contract. Every proposal must explain and justify in writing the reason(s) for seeking amendment, present and future impact on operations and services to the public of option(s) proposed, and anticipated costs, benefits, and all other financial effects. The Director and Contractor may, by mutual consent, agree to in writing modify or amend this contract, as long as the agreed amendment or modification is permitted by law. If not otherwise provided for in the agreement, the proposed contract modification shall not become effective and binding until both the Director and Contractor have signed a formal written Addendum.

ARTICLE THREE SERVICES TO BE PERFORMED BY CONTRACTOR

SECTION 3.1. – Management By Contractor: On and after the Scheduled Opening Date, Contractor shall have the responsibility and duty to direct, supervise, manage and operate ECHO BLUFF. The Contractor shall determine the programs and policies to be followed in accordance with the provisions of this contract. However, Contractor agrees to consult with and obtain the approval of Director on all major programs and policy matters which could substantially affect the type, character or financial performance of ECHO BLUFF, including but not limited to, those

programs and policies set forth in this article. Contractor acknowledges that the maintenance of ECHO BLUFF must be in accordance with the contract.

SECTION 3.2. - Staff Meetings: During pre-opening, Contractor's General Manager and/or management staff shall meet with the Director's Representative and/or other members of Director's management team on a weekly basis, in a place agreed to by both, to discuss the operation. Commencing on and after the opening date, the Contractor and Director's Representative shall meet on a monthly basis or as requested by either party. The Director's Representative shall arrange for notes, proceedings or minutes to be taken and made available to all attendees.

SECTION 3.3. – Pre-Opening Services: Contractor shall perform the following pre-opening services:

- 3.3.1. Develop and submit to Director for approval a Pre-Opening Budget as required. Contractor and Director's Representative shall jointly create and/or revise a schedule of pre-opening activities. Contractor shall revise and submit for approval to Director changes to the Pre-Opening Budget as necessary;
- 3.3.2. Provide weekly progress reports to Director's Designee(s);
- 3.3.3. Recruit, train and employ the staff required for ECHO BLUFF;
- 3.3.4. Negotiate necessary contracts and leases for retail within ECHO BLUFF with approval by the Director's Designees(s), if applicable;
- 3.3.5. Undertake pre-opening promotion, advertising and marketing, including opening celebrations and related activities in coordination with and approval by the Director's Designee(s);
- 3.3.6. Test and implement modifications of operational processes and systems of ECHO BLUFF, as necessary;
- 3.3.7. Apply for and secure the necessary Federal, State and local licenses, inspections and pay all taxes as required by law or ordinance in accordance with this contract;
- 3.3.8. Launder and prepare all linens for outfitting lodging rooms and cabins. In addition, all cabin kitchen supplies shall require sanitizing before loading in to each unit;
- 3.3.9. Kitchen equipment and service items shall be sanitized in accordance with health regulations and preparation for inspection before opening; and
- 3.3.10. Provide other miscellaneous services necessary to prepare and organize ECHO BLUFF operations as required for ECHO BLUFF to be adequately staffed and managed beginning on the Scheduled Opening Date through

the term of this contract and renewals. This includes, but not limited to, development and implementation of marketing and sales programs, accounting and budgeting controls and similar operational items as approved by the Director.

SECTION 3.4. - Independent Contractor: The status of Contractor shall be that of an independent Contractor. The Contractor, its employees, agents and any subcontractors performing under this contract are not employees or agents of the State of Missouri or any agency, division or department of the State of Missouri.

The Contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. Director shall not withhold taxes on behalf of Contractor.

SECTION 3.5. – Personnel:

3.5.1. General Contractor - Shall employ, discharge, promote and supervise all ECHO BLUFF employees necessary, desirable and appropriate for the operation of ECHO BLUFF. Staff shall be properly qualified for their positions and the direct compensation payable to such persons shall be commensurate with experience.

3.5.2. Employee Policies - Contractor shall develop written employee policies and procedures, including but not limited to, compensation, and other salaries, wages, evaluations, disciplinary process, overtime, vacations, leaves of absence, employee benefits, and non-discrimination.

3.5.3. Assignment of Contractor's Employees - At the discretion of Contractor, the Contractor's employees may be temporarily assigned to other properties operated by Contractor (if applicable). Any salaries earned during such temporary assignments shall not be included in the calculation of operating expense for this contract.

3.5.4. Business Expenses - Contractor shall be paid or reimbursed for all reasonable business expenses of Contractor's employees, including travel expenses, in accordance with the Annual Operating Budget, Initial Operating Budget or Pre-Opening Budget (as the case may be) or as otherwise approved by Director. Reasonable business expenses shall be determined in accordance with the applicable budget then in effect.

3.5.5. Authorized Personnel - The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and State laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

a. If the Contractor is found to be in violation of this requirement or the applicable State, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed

individuals who are not eligible to work in the United States, the State shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the State. The State may also withhold up to twenty-five percent (25%) of the total amount due to the Contractor.

b. The Contractor shall agree to fully cooperate with any audit or investigation from federal, State, or local law enforcement agencies;

c. If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Contractor shall, prior to the performance of any services as a business entity under the contract:

- Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
- Provide to the Department documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
- Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

d. In accordance with subsection 2 of section 285.530, RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

3.5.6. Non-Discrimination and ADA - The Contractor shall comply with all federal and State statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

- b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- i. Missouri Governor’s E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and State statutes, regulations and executive orders which may apply to the services provided via the contract.

SECTION 3.6. – Point-Of-Sale (POS) And Property Management System(s) (PMS):

Contractor must provide the hardware, software, equipment, licensing, broadband connectivity, service and maintenance contracts for said POS and PMS systems, which shall provide true and accurate records for ECHO BLUFF operations, to be approved by the Director.

The Contractor must provide a reservation, sales, inventory and data collection system(s). The system(s) shall enable real time data access to the Director or Director’s Designee with the ability to export in flat file, XML and/or CSV formats or another mutually agreed method. The system must be able to print, email or fax data and/or provide a web based portal for Director to access reporting data.

The systems must be able to provide data by day, week, month and year. The data should include financial, occupancy, attendance and historical data. Director shall retain ownership of the data. The Contractor shall provide access to the systems and data as requested by the Director’s Designee.

The system must provide a mechanism, via email or other social media acceptable to the Director, for customers to easily send comments or complaints or to request help from the Contractor regarding their reservation, the Contractor’s website application, its functionality, responsiveness, etc.

The Contractor must provide system redundancy for all applications that are critical to the operation of the system so as to minimize disruption of service in the event of Force Majeure events, equipment failures, interrupted services or other occurrences.

3.6.1. The PMS systems must provide the following:

- a. The system(s) must be “real time” and accessible via the Internet, phone and at the front desk of the lodge;
- b. The system(s) must be able to begin Internet sales concurrently with all other sales channels;
- c. The system shall not generate more than one reservation for the same day(s) for a specific lodging unit (double booking);
- d. The system must be capable of limiting reservations sold to one or more of the following sales channels: website, phone and front desk;
- e. The system must include the following components:
 - 1) Reservations via Internet
 - 2) Reservations by phone
 - 3) Reservations by walk-in at the front desk
- f. System to include reservations for the pavilion, shelters and meeting room spaces; and
- g. Payment methods to include credit and debit cards, traveler’s checks, cash, gift cards or promotional coupons issued by the Contractor.

3.6.2. The POS must provide the following:

- a. The system must accommodate the sale of merchandise, provide inventory management and financial reporting;
- b. An integrated POS feature that should permit staff to handle the sale of items individually or in conjunction with lodging, cabin, store/gift shop, or restaurant sales; and
- c. The system shall maintain inventory of the designated POS items and include reporting capabilities.

SECTION 3.7. - Development Of Written Operational Procedures And Policies:

3.7.1. General Operating Procedures - Contractor shall prepare and develop written procedures and policies for the operation of ECHO BLUFF including, but not limited to, the following:

- a. Guest rates, fees and charges at ECHO BLUFF, including, but not limited to, all lodge rooms, cabins, shelters, pavilion, meeting room space and recreational activities;
- b. Guest policies including complaint procedures and intervention policies by Contractor;
- c. Guest and employee comment procedures and Contractor review and responsiveness;
- d. Emergency management plans and policies, including periodic meetings with local emergency services providers;
- e. Waste management policies, including coordination with adjacent parks; and
- f. Other major programs and policy matters which could substantially affect the type, character or financial performance of ECHO BLUFF.

All policies shall be subject to review by Director or Director's Designee. Contractor shall review all policies on an annual basis and make recommendations for any additions or revisions for Director's review with the submission of the Annual Operating Budget.

3.7.2. Procurement Policies - Contractor shall develop policies and procedures for the procurement of, but not limited to, operating supplies and other consumables for the operation of ECHO BLUFF.

3.7.2. a. Contractor shall follow the minimum bid thresholds in conjunction with State procurement policies. Contractor shall supply verification of bidding to meet thresholds referenced below for any corporate contracts in place and used by Contractor.

1) For purchases under \$3,000 in a twelve month period, no bidding is required; but is encouraged;

2) The Contractor must attempt to obtain a minimum of three competitive bids for purchases between \$3,000 and \$24,999. Bids can be obtained over the phone, internet, in person or in writing. All communications with and to potential bidders must be consistent. A justification of why the winning bidder was selected must be documented. Copies of all documentation must be retained and submitted with the associated invoice in the Monthly Financial Package;

3) For purchases \$25,000 and greater, written bid packages shall be provided to the potential bidders. Written bid responses shall be obtained from the potential bidders. All communications with and to potential bidders must be consistent. A justification of why the winning bidder was

selected must be documented. A predetermined scoring system should be established including, but not limited to, cost, experience and number of projects of comparable size completed. Copies of all documentation must be retained and submitted with the associated invoice in the Monthly Financial Package;

SECTION 3.8. – Budgets:

3.8.1. Pre-Opening Budget - Contractor shall submit to Director a Pre-Opening Budget, by-month within thirty (30) days from Commencement Date for the period beginning on the Commencement Date up to and including August 31, 2016.

- a. Pre-opening Budget shall include a detailed itemization by-month, item activity, quantity and per item cost of all pre-opening supplies, inventories, other goods, consumables and expenses necessary for ECHO BLUFF to be fully operational and open for business on the Scheduled Opening Date.
- b. Any amendments to the Pre-Opening Budget shall be subject to approval by Director and shall include a narrative management summary.
- c. Contractor's Pre-Opening Budget, by-month, shall be compared to the actual revenues (if applicable) and expenses. A written justification for any material differences shall be included with the Monthly Financial Package.

3.8.2. Initial Operating Budget - Contractor shall submit to Director within 90 days after Commencement Date an Initial Operating Budget, by month, for the period beginning September 1, 2016 until December 31, 2017.

- a. Contractor's Initial Operating Budget, by-month, shall be compared to the actual revenues and expenses. A written justification for any material differences shall be included with the Monthly Financial Package. A narrative summary shall be provided by-month.

3.8.3. Annual Operating Budget - Contractor shall submit to Director, by November 1 of the preceding year, an Annual Operating Budget by-month that shall include revenues and expenses. The first Annual Operating Budget will be due November 1, 2017 and each November during the term and any renewals of this contract. A narrative summary shall be provided by-month.

- a. Contractor's Annual Operating Budget, by-month, shall be compared to the actual revenues and expenses. A written justification for any material differences shall be included with the Monthly Financial Package. A narrative summary shall be provided by-month.

3.8.4. Approval of Budgets - All proposed Annual Operating Budgets and the Initial Operating Budget shall be agreed upon by Director and Contractor and approved within 45 days after submission of the respective budget by Contractor to Director.

3.8.5. Amendment of Budgets after Approval - Any proposed amendments submitted by Contractor shall be submitted in writing by the Contractor to Director along with a narrative management summary detailing the necessity of the amendment. The Pre-Opening Budget and Initial Operating Budget may be amended to reflect actual opening date or as mutually agreed by Contractor and Director. The Director shall have sole discretion to approve any amendment to the respective budget based upon necessity of the amendment and its business judgment.

SECTION 3.9 – Contracts:

3.9.1. Subcontractors - Any subcontracts for the products and services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Director and to ensure that the Director is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Director and the Contractor.

- a. The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The Contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section 285.530, RSMo, no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

SECTION 3.10. - Other Additional Duties Of Contractor:

3.10.1. Contractor shall supervise and maintain complete books and records in compliance with GAAP which properly records all receipts and disbursements in connection with the management and operation of ECHO BLUFF.

3.10.2. To the extent funds are available or are made available by Director for the terms of this contract, the Contractor shall keep ECHO BLUFF (including the Furniture, Fixtures and Equipment in good order, repair and condition) maintained and adequately furnished with approval by the Director.

3.10.3. Contractor shall supervise and purchase operating supplies and other consumables in the normal course of business in accordance with the applicable budget.

3.10.4. With prior consent of the Director, Contractor shall take such action at law or in equity in the name of Contractor which are deemed necessary, desirable, or appropriate in connection with routine matters including, but not limited to, dispossession proceedings for nonpayment of rent or theft and proceedings for collection of other amounts due ECHO BLUFF for services rendered, arising out of the normal course of the operation. Director shall have the right to join in all legal action or proceedings in which it is a named party or in which it either has a legal interest or would ultimately be responsible for payment of all or part of any damages claimed whether or not Director has been named a party.

3.10.5. Contractor shall not discriminate against any person or persons or exclude them from ECHO BLUFF or any programs or activities at ECHO BLUFF because of race, color, religion, sex, age, handicap, national origin, gender identity or sexual orientation. Contractor shall comply with the Americans with Disabilities Act.

ARTICLE FOUR ADVERTISING, SALES PROMOTION AND WEBSITE

SECTION 4.1. – Advertising, Sales Promotion And Website: Contractor shall develop and implement a plan of marketing, sales and promotion (the “Marketing Plan”) for ECHO BLUFF and shall submit the Marketing Plan along with the Annual Operating Budget by November 1 of each year, for the term of the contract and any renewals, to the Director or Director’s Representative for approval on an annual basis.

Contractor shall submit to Director within 30 days after Commencement Date its Marketing Plan along with the Pre-Opening Budget, by-month, for the period beginning on Commencement Date through August 31, 2016.

Contractor shall submit to Director within 90 days after Commencement Date its Marketing Plan along with the Initial Operating Budget, by month, for the period beginning September 1, 2016 until December 31, 2017.

Contractor shall use its best efforts to develop and implement the Marketing Plan as it deems necessary, desirable, and prudent for the successful operation of ECHO BLUFF. Marketing Plan shall, include but is not limited to, information outlining the following:

- a. Advertising (print, radio, television, online, email, billboards, etc.);
- b. Development and implementation of a ECHO BLUFF website;
- c. Sales promotions;

- d. Brochures;
- e. Trade shows;
- f. Social media; and
- g. Signage, not provided by the Director.

Contractor shall be responsible for all day-to-day decisions related to the marketing plan for the ECHO BLUFF operation; such decisions in accordance with the details outlined in the approved marketing plan as well as the policies and procedures developed pursuant to the applicable budget. Decisions on items not outlined and budgeted for in the approved Marketing Plan must be approved by the Director or the Director's Representative.

In order to provide the most relevant, accurate and up-to-date information to the public as it relates to ECHO BLUFF State Park, the Contractor agrees to submit for approval to the Director or Director's Representative any public relations activity not previously identified in the approved marketing plan. This includes but is not limited to media relations, press releases and social media.

The Director owns and shall provide www.EchoBluffStatePark.com website domain to the Contractor for their use in marketing ECHO BLUFF. This shall be the only website domain the Contractor uses to advertise, promote and market ECHO BLUFF. The Director must approve the website design and content prior to publication.

ARTICLE FIVE EXPENSES TO BE BORNE BY CONTRACTOR

SECTION 5.1. – Potential Corporate Management Staff Of Contractor (if applicable): The supervisory services of Contractor's Corporate Management Staff (if applicable) shall be provided by Contractor at its own expense and not charged to Director, including any travel and business expenses, unless otherwise approved by Director.

Contractor may charge Director reasonable transportation and lodging costs of Contractor's Corporate Management Staff (if applicable) in furtherance of Director's business (on a prorated basis when appropriate) and other out-of-pocket expenses including reimbursement for food and beverage at actual cost, up to an amount annually budgeted and approved by the Director. Once ECHO BLUFF is open for business, Contractor's Corporate Management Staff (if applicable) may reside and dine at ECHO BLUFF when at ECHO BLUFF on Director's business and such reasonable lodging and reasonable dining expenses shall be paid by Director, but shall be accounted for by Contractor on a monthly basis.

ARTICLE SIX COMPLIANCE WITH LAWS

SECTION 6.1. - Compliance By Contractor: Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, State, and local laws, rules, ordinances, regulations and orders when performing the services under this contract, including, but not limited to, all laws applicable to the prevention of discrimination in employment, the use of targeted small businesses as subcontractors or suppliers, Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000); the Age Discrimination Act of 1975, as amended (42 U.S.C. §6102), and the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §126 et. seq.). The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this contract.

SECTION 6.2. – Violation Of The Law: Contractor shall give Director immediate written notice of any violation of applicable laws by its employees, representatives or agents.

SECTION 6.3. - Sales Tax: Pursuant to section 423.2(10) RSMo (2007), by executing this contract, Contractor certifies that it is registered with the Missouri Department of Revenue and collects and remits Missouri sales and use taxes as required by 432 RSMo. Contractor also acknowledges that Director may declare this contract void if the above certification is false. Contractor also understands that fraudulent certification may result in Director or its representative filing for damages for breach of contract.

If Contractor enters into any subcontracts for ECHO BLUFF, those subcontracts must include the following provisions:

“Pursuant to the section 423.2(10) RSMo, by executing this Subcontract the Subcontractor certifies it is either (a) registered with the Missouri Department of Revenue and collects and remits Missouri sales and use taxes as required by chapter 432, RSMo; or (b) not a “retailer” or a “retailer maintaining a place of business in this State” as those terms are defined in subsections 423.1(42) & (43), RSMo. The Subcontractor also acknowledges that the Director may declare the contract void if the above certification is false. The Subcontractor also understands that fraudulent certification may result in the Director or its representative filing for damages for breach of contract.”

SECTION 6.4. - Environmental Laws And Regulations:

6.4.1. Contractor shall use all reasonable means available to protect the environment and natural resources of ECHO BLUFF and comply with all State and federal environmental laws, regulations and permits. Contractor agrees to institute operating procedures and practices for ECHO BLUFF to operate ECHO BLUFF in an environmentally responsible manner and in a manner sensitive to the natural features of ECHO BLUFF, and to that end shall use native plant species approved by the Director in the landscaping, yard markers and the like, shall utilize integrated pest management practices and shall minimize the use of fertilizers and chemicals.

6.4.2. Pursuant to this contract, Contractor shall prohibit the disposal of any toxic or hazardous materials on the ECHO BLUFF premises. Contractor shall not discharge waste or effluent from the ECHO BLUFF premises in such a manner that the discharge shall contaminate streams, Sinking Creek or other bodies of water or otherwise become a public nuisance. Contractor shall promptly report any violations of this subsection to Director.

6.4.3. Pursuant to Article Six, operating procedures and practices shall include (1) staff training requirements, (2) notification procedures to Director of any violations and (3) procedures for consultation with Director's Representative on implementation or interpretation. Contractor agrees and acknowledges it shall immediately notify and consult with the Director in those situations in which immediate or irreparable harm to the environment may occur.

ARTICLE SEVEN FUNDS AND DISBURSEMENT OF FUNDS

SECTION 7.1. – Revenue: All monies received by Contractor in the operation of ECHO BLUFF, including, but not limited to, all Gross Sales, shall be deposited in a dedicated account established by the Contractor for this operation. Contractor shall develop policies and procedures for the collection of all monies received in the operation of ECHO BLUFF that shall provide an audit trail, are compliant with GAAP and reviewed by the Director.

SECTION 7.2. - Operating Expenses: All expenses and deductions relating to the operation of ECHO BLUFF shall be borne by Contractor and reimbursed by Director in accordance with the applicable budget in effect, or as otherwise approved by the Director, except for services referred to in Article Five.

7.2.1. The General Manager may need to temporarily reside at ECHO BLUFF and be available on-site and full-time to properly perform the duties of their employment, may receive, in addition to their Compensation:

- a. Complimentary accommodations (excluding utilities) in a property owned by the Director if available and subject to terms and conditions of a rental lease in a property owned by the Director OR a guest room in the lodge (for up to 45 days during the first year of employment);
- b. An allowance for food and beverage as approved by Director during such temporary residence; and
- c. Reimbursement for any expenses which may reasonably be incurred in performance of their duties during such temporary residence. Director may approve other or additional arrangements as necessary to the benefit of ECHO BLUFF.

SECTION 7.3. – Payment Of Net Operating Loss: Contractor shall submit the Monthly Financial Package by the 20th of each month for the previous month business. If there is a net operating loss, the Contractor shall submit an invoice to the Director for reimbursement. Director shall review and approve Monthly Financial Package and shall make good faith effort to remit

payment for any net operating loss within ten (10) business days of receipt of Monthly Financial Package. If Director discovers any reconciliation issues, that cannot be resolved within the ten (10) business days, invoice could be subject to delay in payment.

ARTICLE EIGHT FINANCIAL

SECTION 8.1. – General: Contractor shall keep full and adequate books of account and other records reflecting the operation of ECHO BLUFF on an accrual basis, in accordance with GAAP, throughout the term of this contract and any renewals. The books of account and all other records relating to the operation of ECHO BLUFF shall be available to Director and its representatives, or agent thereof for examination, audit, inspection and transcription. All books of account and other financial books and records, electronic or other, pertaining to the operation of this property shall be made available, kept on-site and accessible to the Director; provided, however, personnel records pertaining to Contractor's employees shall be Contractor's property.

SECTION 8.2. – Reports: Contractor shall provide reports as outlined below and any additional information requested by Director's Designee. If the POS/PMS system(s), or any other system, provides a web based reporting tool which the Director can utilize, then as mutually agreed some daily and weekly reporting requirements for the Contractor to provide to the Director may be waived.

8.2.1. Daily Reports - Contractor shall provide daily updates (by 9:00 a.m. the next business day or as mutually agreed to) of gross sales for the previous day, lodging rooms rented, reservations taken for current month or future and as may be requested by Director's Designee.

8.2.2. Weekly Reports - Contractor shall provide weekly updates (by 9:00 a.m. or as mutually agreed to) on the Monday following the weekend, unless a holiday and then shall be provided the next business day. The update shall include sales by category for the weekend, lodging rooms rented, reservations update, food service and an overall report on the operation.

8.2.3. Monthly Reports - Contractor shall provide to Director a Monthly Financial Package reflecting actual revenues and expenses for each month during which contractor manages ECHO BLUFF. The package shall be provided no later than the 20th of the following month, i.e., September is reported by the 20th of October.

8.2.4. Financial Statements - Contractor shall provide Year End Income Statement which shall be organized by revenue category, with direct costs attributed to corresponding revenue categories (restaurant, lodging, store, etc.).

SECTION 8.3. – Daily Transaction Reports: The Director or Director's Designee, for the purpose of audit and examination, have access to all books of account and records (including electronic), and to other documents and papers pertinent to the operation. The Contractor shall maintain monthly Z-tapes (or electronic substitute for a Z-tape) and all refunds, over-rings and voids in an organized manner. The Director shall have the right to verify and copy all such reports from the books of account, correspondence, memoranda and other records of Contractor related to the operation of ECHO BLUFF.

SECTION 8.4. – Audits or Financial Review Requirements: Contractor shall fully and timely cooperate with Director, any auditors or accountants regarding the yearly audited financial statements and compliance with reporting and audit requirements set forth in RSMo 253.080. An audit of receipts and disbursements of the operation, as required by 253.080.6 RSMo, shall be conducted every two (2) years and at the expiration or termination of this contract. The Director may perform an audit in excess of these standards.

8.4.1. Records Retention – Contractor is required to retain all supporting documentation (including, but not limited to, invoices, contracts and bidding documentation), financial statements, tax returns and monthly financial packages for the purpose of audit by the Director. Records shall be retained until audit is completed or per IRS regulations, whichever is later.

SECTION 8.5. - Tax Returns: Contractor shall be responsible for preparing and filing their respective Federal and State Income Tax Returns and the Monthly/Quarterly State Sales Tax Returns. Contractor is required to provide copies to Director Designee by April 15 of each year (or proof of filing an extension). To the extent allowable under Chapter 610, RSMo, all tax records provided to the Director in accordance with this contract shall remain confidential.

SECTION 8.6. - Reconciliation With Returns: For concession operations with gross revenues in excess of \$500,000 annually, a certified public accountant shall include a statement to the effect that the amounts included in the income statement is consistent with those included in the federal and State tax return, and State sales tax return, for the Contractor, or if not, then a statement showing differences shall be included.

SECTION 8.7. – Yearly Proof Of Corporate Status: Contractor is required to maintain registration with the Secretary of State's Office and submit proof of registration to Director's Designee.

ARTICLE NINE INSURANCE

SECTION 9.1. - Insurance Requirements: Contractor shall maintain in effect, with insurance companies of recognized responsibility and duly authorized to transact business in the State of Missouri, insurance covering its services, employees and work of this type. The insurance shall, among other things, insure against any covered loss or damage resulting from Contractor's performance of this contract. Contractor shall maintain any additional insurance that is considered prudent for the commercial operations of ECHO BLUFF, consistent with resort industry. Contractor shall name State of Missouri, Department of Natural Resources as an additional insured under each insurance policy. Director shall be given thirty days (30) notice of cancellation or change in such insurance. The Contractor shall be solely responsible for the premiums and other costs of insurance required herein.

SECTION 9.2. – Insurance: Contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or their employees related to performance under the contract. Contractor must acquire and maintain, during the term of this contract and any renewals, Automobile Liability, Workers Compensation and Employer Liability

as required by Missouri law and general liability insurance as specified and subject to change in accordance with 537.600 et seq. RSMo and 537.610 RSMo (\$300,000 per person and \$2,000,000 per occurrence). Written evidence of the insurance shall be provided by the Contractor to the department. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's names, policy numbers, endorsement by representatives of the insurance company, etc. The evidence of insurance coverage must be submitted within thirty (30) days of Commencement Date. In the event the insurance coverage is canceled, the department must be notified immediately.

SECTION 9.3. - Certificates Of Coverage: All insurance policies required by this contract shall remain in full force and effect during the entire term of this contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of Director. Contractor shall submit certificates of insurance, which indicate coverage and notice provisions as required by this Contract, to Director upon execution of this contract and as any insurance policies are updated or changed, and as provided in Section 9.1. The insurer shall state in the certificate that no cancellation or change in the insurance shall be made without at least thirty (30) days' prior written notice to Director. Approval of the insurance certificates by Director shall not relieve Contractor of any obligation under this contract.

SECTION 9.4. - Claims Provision: All insurance policies required by this contract shall provide coverage for all covered claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

SECTION 9.5. - Property And Loss Of Business Insurance: The Contractor is responsible for insurance to cover their property/inventory. The Director shall not reimburse for Loss of Business due to Force Majeure, vandalism, arson or criminal mischief or other criminal activity.

SECTION 9.6. - Special Event Insurance: The Director may require Contractor to obtain liability insurance for special events permitted in the park, in accordance with the Division of State Parks Special Event Policy.

ARTICLE TEN CONTRACTOR'S COMPENSATION

SECTION 10.1. - Pre-Opening Compensation: Director shall pay Contractor for pre-opening consultations, compensation to employees, marketing, sales promotions, and other pre-opening services performed in accordance with its bid proposal incorporated herein by reference Exhibit A (1) Pricing Page - Pre-Opening Compensation.

In the event the Scheduled Opening Day is delayed past August 2016, the Contractor shall receive the compensation equal to the August 2016 Pre-Opening Compensation Fixed Fee.

Any partial months will be prorated as necessary.

Contractor shall submit to Director's Designee by the 20th of the following month all invoices for payment or other evidence of payment of the pre-opening expenses along with Contractor's invoice for the monthly Pre-Opening Compensation.

SECTION 10.2 – Management Fee: Commencing on and after the Scheduled Opening Date, Director shall pay Contractor a Management Fee in accordance with its bid proposal incorporated herein by reference Exhibit A (2) Pricing Page – Management Fee.

Contractor shall submit gross sales, as defined in Article One, by the 5th of the following month, along with an invoice made payable to the Division of State Parks for the remittance of the Management Fee.

SECTION 10.3 – Reconciliation and Adjustments: Contractor shall submit to Director or its designee by the 20th of the following month, the Monthly Financial Package for the prior month's business. All revenues and expenses shall be reviewed by Director's designee. The Director's Designee and the Contractor will work in conjunction to resolve any discrepancies and variances.

10.3.1 The Department shall settle the account with the Contractor if expenses exceed Gross Sales (as defined in Article One).

10.3.2 Any variances or discrepancies in the Monthly Financial Package review related to Gross Sales and the calculation of the Management Fee shall be adjusted in the remittance to the Contractor. This adjustment shall be made in conjunction with the payment defined in Section 10.3.1.

10.3.3. If the profit exceeds the management fees paid during a calendar year (revenues less expenses less management fee), the difference shall be split fifty percent to the State and fifty percent to the Contractor. This calculation shall be performed during the first quarter for the previous calendar year of operation.

ARTICLE ELEVEN TRADE NAMES AND TRADEMARKS

SECTION 11.1. - Contractor's Rights: All Contractor Trade Names are exclusively the property of Contractor. No provision of this contract and no right or remedy of Director hereunder shall confer upon Director, or any transferee, assignee, or successor of Director, or any person, firm, or corporation claiming by or through Director, the right to use, rent, lease, license, transfer, reproduce, network, display, or distribute the Contractor Trade Names in the operation of ECHO BLUFF, and Director shall have no right to use such Contractor Trade Names. Contractor shall be entitled to enforce its rights under this paragraph by actions for damages or relief by injunction and by the pursuit of any other right or remedy available to Contractor at law or equity. This Section shall survive termination of this contract.

SECTION 11.2. – Director's Rights: The Director shall retain ownership of the name ECHO BLUFF STATE PARK and any logos, trademarks, copyrights, etc. associated with the facility.

SECTION 11.3 - Use Of Name: Contractor has the right, but not the obligation, to identify itself as manager of ECHO BLUFF on any and all advertisements and other marketing materials used in connection with ECHO BLUFF at its own expense and not as an Operating Expense. Contractor shall not use its Trade Name or otherwise identify itself as the manager of ECHO

BLUFF on any inventories, Fixed Asset Supplies, Furniture, Fixtures and Equipment, signage, written materials or advertisements, paid by or reimbursed by the Director for ECHO BLUFF, unless otherwise approved by the Director.

ARTICLE TWELVE TERMINATION

SECTION 12.1. – Termination For Convenience By Director: Following sixty (60) days

notice to Contractor, Director may terminate this contract for convenience, with cause and without payment of any penalty or incurring any further obligation to Contractor, including any lost profits, unearned fees or similar claims. In the event of termination pursuant to this subsection, Director shall pay to Contractor all Management Fees due Contractor to the date of termination and such other sums as to which Contractor shall be entitled under Article Ten. The occurrence of any one or more of the events listed below shall constitute cause for the Director to declare Contractor in default of its obligations under this contract.

12.1.1. Contractor fails to observe or perform, to Director’s satisfaction, any covenant, condition or obligation created by this contract;

12.1.2. Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or State law to the extent allowed by applicable federal or State laws including bankruptcy laws; Contractor terminates or suspends its business; or Director reasonably believes that Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or State laws;

12.1.3. Contractor has failed to comply with applicable federal, State and local laws, rules, ordinances, regulations and orders when performing within the scope of this contract; or

12.1.4. Contractor has engaged in conduct that has or may expose Director to liability, as determined in the Director’s sole discretion; or

12.1.5. Contractor has infringed any patent, trademark, copyright, or any other intellectual property right; or

12.1.6. Contractor has exhibited conduct that is incompetent, inadequate or careless in the performance of contractual duties; or

12.1.7. Contractor has exhibited conduct that is careless or negligent in regard to caring for State property; or

12.1.8. Contractor has exhibited conduct involving abusive or improper treatment of patrons, clients or other persons while on duty at ECHO BLUFF; or

12.1.9. Contractor has exhibited scandalous and disgraceful behavior where such conduct tends to bring the Department of Natural Resources into public disrepute, or adversely affects the performance of its duties; or

12.1.10. Contractor has submitted a false statement of material fact to the Director, or the use of or attempt to use any fraud or deception in the performance of Contractor's duties; or

12.1.11. Contractor has failed to maintain adequate records sufficient for preparation of financial statements and audit purposes.

SECTION 12.2. - Notice of Default Or Termination: Any failure by Contractor to comply with the terms and conditions of this contract shall constitute a default whereupon the Director may assess stipulated penalties upon Contractor, and may suspend or terminate this contract.

12.2.1 Notification and Penalty - Upon any event of default, Director shall first notify Contractor in writing of said incident(s) of default, and Contractor shall then be afforded a reasonable opportunity to correct the default or reply in writing to said notification prior to further action by the Director. Should Contractor fail to timely eliminate the event of default, either through corrective action or written response, the parties agree and stipulate that the Director may then assess a penalty in the amount of up to one hundred dollars (\$100) per each such event of default.

12.2.2. Suspension or Termination - If continued or repetitive events of default by Contractor occur, the parties may agree to waive the opportunity to cure or respond before further action, and the Director may either immediately assess upon Contractor the above referenced stipulated penalty or move to terminate this contract as set forth below. The Director shall have the right to either suspend or terminate this contract whenever a default occurs.

12.2.3. Obligation to Correct - It is understood and agreed that the assessment and payment of penalties shall not excuse Contractor from the obligation to correct the default and return to compliance with the terms and conditions of this contract.

12.2.4. Opportunity to Respond - In the case of any termination action, the Director shall give Contractor written notice specifying the particulars of the alleged default or unsatisfactory performance and granting Contractor an opportunity to be heard on the charges specified. Once Contractor has been given an opportunity to respond to the charges, the Director shall determine whether a termination is justified based upon failure to perform under the terms of this contract. The Director shall then notify Contractor in writing of the determination. Any decision by the Director to terminate this contract shall be final and effective upon dispatch of written notice by certified mail.

12.2.5. Procedure for Review of Termination Order - Any contract being terminated by the Director under the authority of this section may request, within thirty (30) days of the mailing by certified mail of the termination order, a hearing. The hearing shall be conducted by the Director or the Director's Designee in accordance with the procedures set forth in Sections 536.070, 536.073, 536.077, 536.080, and 536.090 RSMo., except that an original order shall be made of such hearing at the expense of the Director. A copy of such record shall be made available to the Contractor upon payment of a reasonable charge therefor. The decision of the Director shall become final thirty (30) days after it is mailed by certified mail to the Contractor. Judicial review of the Director's decision shall be as set forth in Section 536.100, 536.110, 536.130 and 536.140 RSMo., except that venue shall in all cases be in the Circuit Court of Cole County.

SECTION 12.3. - Actions To Be Taken Upon Termination: Upon a Termination, the following shall be applicable:

12.3.1. Contractor shall, within sixty (60) days after Termination, prepare and deliver to Director a final accounting statement with respect to ECHO BLUFF, along with a statement of any sums due from Director to Contractor pursuant hereto, dated as of the date of Termination. Within sixty (60) days of the receipt by Director of such final accounting statement, the parties shall make whatever cash adjustments are necessary pursuant to such final statement. The cost of preparing such final accounting statement shall be considered an Operating Expense. Contractor and Director acknowledge that there may be certain adjustments for which the information shall not be available at the time of the final accounting and the parties agree to readjust such amounts and make the necessary cash adjustments when such information becomes available; provided, however, that all accounts shall be deemed final as of the first (1st) anniversary of the effective date of Termination.

12.3.2. On or before the date of Termination, Contractor shall release and transfer to Director any of Director's funds which are held or controlled by Contractor with respect to ECHO BLUFF.

12.3.3. On or before the date of Termination, Contractor shall make immediately available to Director such books and records respecting the ECHO BLUFF (including those from prior years, subject to Director's reasonable records retention policies) required pursuant to Article Eight and all Guest Records. Additionally, on the date of Termination, Contractor shall immediately provide such additional information to Director (other than Contractor's proprietary information) that is normal and customary upon a Termination and is necessary to ensure the orderly continuance of ECHO BLUFF operations.

12.3.4. On or before the date of Termination, Contractor shall (to the extent permitted by law) assign to Director or to the new Contractor all operating licenses and permits for ECHO BLUFF which have been issued in Contractor's name, including restaurant licenses, if any, provided that if Contractor has expended any of its own funds in the acquisition of any of such licenses or permits, Director shall reimburse Contractor therefor if it has not done so already.

12.3.5. Upon Termination, all use of or right to use the Contractor Trademarks or Trade Names at or in connection with the ECHO BLUFF shall cease forthwith, and Director shall:

- a. within fifteen (15) days of the date of such Termination, place coverings over any signs or similar identification which contain any of the Contractor Trademarks or Trade Name, or shall otherwise remove or render such signs or other similar identification not visible to the public;
- b. remove any such signs or similar identification from the ECHO BLUFF by no later than thirty (30) days after the date of Termination; and

- c. within thirty (30) days as of the date of such Termination, remove from the ECHO BLUFF all fixed asset supplies, inventories and other items bearing any Contractor trademark or Trade Name or remove all Contractor Trademarks from such items.

12.3.6. Contractor shall peacefully vacate and surrender ECHO BLUFF to Director and shall not waste, damage or destroy any of Director’s Property.

**ARTICLE THIRTEEN
REPAIRS AND MAINTENANCE**

SECTION 13.1. – Repairs And Maintenance: Contractor is authorized, from time to time during any Fiscal Year, to reasonably expend funds and to seek reimbursement for such expenditures which in Contractor’s opinion are necessary and appropriate for emergency repairs and maintenance, and are in accordance with Article Twenty.

SECTION 13.2. - Renovations: At any time during the term of this contract, the Director shall have the discretion to renovate, rehabilitate, expand, or otherwise alter or modify the ECHO BLUFF property.

**ARTICLE FOURTEEN
NOTICES**

Any notice, statement or demand required or permitted to be given under this contract shall be in writing and delivered to the representative of the party to receive notice at an email address supplied by the Director and an email address supplied by the Contractor and/or the address of such representative as it appears on the Notice of Award or as designated by Director or Contractor in writing. The effective date for any notice hereunder shall be the date of delivery of such notice (not the date of mailing) which may be effected by hand-delivery, certified United States Postal Service, return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or United Parcel Service.

**ARTICLE FIFTEEN
PUBLIC RECORDS**

The records, documents, electronic records and other information relating to the ECHO BLUFF (“ECHO BLUFF Records”) may be determined to be “Public Records” as defined by Chapters 109 and 610 RSMo., as amended (the “Public Records Laws”), subject to examination by a member of the public pursuant to the Sunshine Law. Contractor understands and acknowledges Director may be required to treat all records, documents and other information as Public Records. In the event Contractor receives a request from the public to examine or copy ECHO BLUFF records, before responding to the request for records, Contractor shall contact the Records Custodian of the Department of Natural Resources via the Director. Contractor shall coordinate its response with the Director or Director’s Designee.

**ARTICLE SIXTEEN
ASSIGNMENT OR TRANSFER BY OR CHANGE IN DIRECTOR**

SECTION 16.1. - Assignment By Contractor: Contractor shall not assign any or all of its right, title and interest in this contract without the prior consent of Director.

SECTION 16.2. - Assignment Or Transfer By Director: Director may sell, lease, or otherwise transfer or assign, during the term of this contract, the ECHO BLUFF or any interest of Director therein without the prior consent of Contractor, but Director shall give Contractor notice of any such action at least sixty (60) days prior to the taking thereof.

SECTION 16.3. - Transfer Costs: In the event of a sale, lease, assignment or transfer of ECHO BLUFF to any person, firm, corporation or public entity, Director or the assignee or transferee shall pay or reimburse Contractor for any and all reasonable and necessary costs associated with requests by Director or assignee or transferee of Contractor to make any computer, bookkeeping, accounting, tax, or other changes, entries, transfers, proration's, adjustments, or calculations if contract is requested to continue to manage ECHO BLUFF, whether by an assignment or continuation of this contract or by execution of a new management contract.

**ARTICLE SEVENTEEN
CONTRACTOR LIABILITY**

The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.
- b. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the Contractor be liable for third party claims against the State for losses or damages (other than those listed above).

**ARTICLE EIGHTEEN
MISCELLANEOUS PROVISIONS**

SECTION 18.1. - Representation And Warranty Of Director: Director hereby represents and warrants that as of the Commencement Date:

18.1.1. Director holds fee simple title to ECHO BLUFF.

18.1.2. No partnership or joint venture: Nothing contained in this contract shall constitute or be construed to be or create a partnership or joint venture between Director and Contractor.

SECTION 18.2. - Incorporation Of Documents: The RFP, and amendments and written responses to bidders' questions (collectively RFP) and Contractor's proposal submitted in response to the RFP as related to the management of ECHO BLUFF and all budgets related thereto (the "Contractor's Proposal") are incorporated herein by reference. The parties are obligated to perform all services described in the RFP and the Contractor's Proposal unless this contract specifically directs otherwise. In the case of any inconsistency or conflict between the specific provisions of this contract, the RFP or Contractor's Proposal, this contract shall govern.

SECTION 18.3. - Successors And Assigns Bound: This contract shall be binding upon and inure to the benefit of Director and their permitted successors and assigns.

SECTION 18.4. - Additional Documents: Each party shall execute, acknowledge, or verify and deliver any and all documents necessary from time to time to carry out the purposes and intent of this contract.

SECTION 18.5. - Complete Contract: This contract contains the entire contract between the parties and supersedes any representations, understandings, or contracts among them respecting the subject matter. No change, alteration, modification, addition, or qualification to the terms of this contract shall be made or be binding unless made in writing and signed by each of the parties.

SECTION 18.6. - No Third Party Benefit: This contract is intended for the exclusive benefit of Director and Contractor and their respective permitted successors and assigns, and nothing contained in this contract shall be construed as creating any right or benefit in or to any third party.

SECTION 18.7. - Non-waiver: No failure by any party to insist upon strict compliance with any term of this contract, to exercise any option, enforce any right, or seek any remedy upon any default of the other party shall affect or constitute a waiver of the first party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default, nor shall any custom or practice of the parties at variance with any provision of this contract affect, or constitute a waiver of, any party's right to demand strict compliance with all provisions of this contract.

SECTION 18.8. - Counterpart Execution: This contract may be executed in several counterparts and each such executed counterpart shall be considered as an original of this contract.

ARTICLE NINETEEN SPECIAL CONDITIONS

SECTION 19.1. - Scope Of Contract: The Director shall authorize the Contractor to furnish (as necessary and approved), operate in a clean, safe, orderly, and inviting condition the property more particularly defined in Article One entitled “ECHO BLUFF STATE PARK” OR “ECHO BLUFF” in Shannon County, Missouri, for a period beginning on or about Commencement Date and ending December 31, 2021.

Contractor may begin taking reservations for 2017 upon Commencement Date. Accepting reservations for 2016 shall be coordinated with the Director.

SECTION 19.2. - Minimum Dates And Hours Of Operation: The Cabins, Lodge, Store and Restaurant/Grill shall operate 365 days a year or as mutually agreeable by the Contractor and the Director. Minimum hours of operation for Restaurant/Grill hours to be set by mutual agreement of the Director and the Contractor, but shall include breakfast, lunch and dinner. Watercraft rental for Current River (when National Parks Services permits are obtained by the Director in 2017) may operate from May 1 until October 31 of each year or as mutually agreeable by the Director and the Contractor. Watercraft rental for Sinking Creek (tubes or kayaks) may operate from May 1 until October 31 of each year or as mutually agreeable by the Director and the Contractor. Shelter Houses and Pavilion may be available 365 days a year or as mutually agreeable by Director and the Contractor.

SECTION 19.3. - Eat Smart In Parks: Contractor agrees to offer healthy choices and alternatives in their food service operations including restaurant, grill, stores, vending machines and/or concession stands (as much as possible) in an effort to comply with the food group and preparation suggestions listed in Missouri’s Model Policy provided by the University of Missouri Extension Service.

SECTION 19.4 - Lodging And Cabin Patrons – After Hours Assistance: Contractor agrees to provide on-site presence of at least one person to assist with maintenance and/or other emergencies from 10:00 p.m. until 6:00 a.m., 365 days a year or as mutually agreed to by the Contractor and the Director. Contractor shall provide contact numbers for Emergency Dispatchers/Lodging Manager and Facility Manager in all lodge rooms and cabins.

SECTION 19.5. - Limits Of Waiver Of Sovereign Immunity: In reference to liability insurance requirement identified in Article Two, the limits of waiver of sovereign immunity in effect at the time of the execution of this contract are Three Hundred Thousand Dollars (\$300,000) per person for injury to or death of any one person and Two Million Dollars (\$2,000,000) per occurrence. These limits are subject to change in accordance with changes as may be made in Section 537.610 RSMo.

SECTION 19.6. - Echo Bluff State Park – Modification Of Contract: The Director and Contractor acknowledge ECHO BLUFF is a new State Park. The Director and Contractor may make such amendments as may be mutually agreeable with regard to costs and operation at the new State Park. Amendments relating to the new state park and facility shall be made as established in Article Two, excepting that the Director and Contractor hereby agree as to the unforeseeability of future costs and circumstances of the new State park and facilities and that no further “unforeseeable change of circumstance” need be stipulated to make such amendments.

SECTION 19.7. – Watercraft Rental: The Director shall provide for the initial investment of canoes, kayaks and tubes for public rental as required for the operation of ECHO BLUFF. The Contractor must provide all shuttle vehicles and trailers necessary for the watercraft rental operation as needed and required. The Contractor shall provide for the replacement or additional units as warranted by demand.

19.7.1. Safety Devices - Each watercraft shall be equipped with U.S. Coast Guard approved life preservers equal in number to the maximum authorized capacity of the kayak or canoe (watercraft). Paddles or oars shall be in good working condition. The Contractor shall be responsible for replacement of life preservers, paddles and oars to maintain quality equipment for the ECHO BLUFF and provide invoice(s) to Director as in monthly reporting.

19.7.2. Current River Permits - The Director is in the process of securing permits to float on the Current River that would be under Contractor’s management in 2017. The trailers, bus, vehicles for the transport of individuals shall be supplied by the Contractor.

SECTION 19.8. - Safety-First Aid And CPR: Contractor shall be responsible for the safety of employees and visitors to ECHO BLUFF. The Department recommends that the Contractor have a minimum of two employees trained in first aid and CPR and at a minimum one Automated External Defibrillator (AED).

SECTION 19.9. - Reservation System and Chain Services: Contractor shall determine the reservation system, chain services or franchise services, if any, to be used for ECHO BLUFF and shall fully cooperate and consult with Director in making such determinations.

ARTICLE TWENTY GENERAL MAINTENANCE GUIDELINES

The Department is responsible for all operational costs incurred for utilities for the contracted period, plus any opening or closing extensions agreed to in writing between the Director and the Contractor. The Contractor assumes control of the facilities for cleaning throughout the contracted period. The Contractor is responsible for the physical removal of garbage and trash generated by the Contractor and patrons.

Prior to the beginning of each calendar year, the Director’s Representative and Contractor shall jointly inspect all facilities. A written list of needed repairs, party responsible for repairs and projected date of correction shall be completed and signed by both the Contractor and Director’s Representative, or their designee. If the facilities and equipment are operating in an acceptable manner through the first fourteen (14) days of the season, the responsibility and accountability as

outlined in the contract and the following examples shall transfer to the Contractor at the time or at such time as the noted defects are corrected.

If an inspection is not performed, the Contractor's staff shall have fourteen (14) working days to report problems by written work order to the Director's Representative. Failure to report damages or malfunctions within this timeframe may result in the responsibility for cost of repairs being charged to the Contractor.

With approval by the Director's Representative, appliances may be moved at the request of the Contractor. The re-wiring, re-arranging or movement of the electrical power supply is also the responsibility of the Contractor with the prior approval by the Director's Representative. A licensed electrician must perform all work.

SECTION 20.1. - Details Of Maintenance:

The following details shall apply to the care and maintenance of all equipment and facilities used by the Contractor. This level of care shall apply to the lodge, cabins, pavilion and shelter houses or any other building(s) and/or structures used by the Contractor.

All damages, malfunctions and needed repairs must be reported in writing the same day as noticed. Written notice should go to the responsible party, either from the Contractor or Contractor's employee or designee to the Director's Representative. The preferred written notification is the "Work Order" form, hereinafter referred to as "form," to be developed for use at this facility.

These forms should be submitted either by the Contractor, Contractor's employee or Contractor's designee to the Director's Representative, his/her designee or park maintenance staff depending on who recognizes the problem. Director's Representative shall designate the responsible party for correction.

Correction of problems should be within a reasonable length of time by both parties. Failure by Contractor to correct deficiencies in a timely manner may result in the Contractor being charged for the cost of cleaning and repairs by the maintenance staff.

SECTION 20.2 - Lodge, Cabins, Pavilion and Shelter House Buildings: Examples of maintenance for which the Director's Representative and/or Contractor are responsible for are set forth below:

20.2.1. Exterior Grounds

- a. Grass - Mowing and trimming are the responsibility of the Director's Representative as needed or in accordance with the park-mowing plan to be developed.
- b. Perennial Plantings, Trees and Shrubbery – Trimming and care shall be the responsibility of the Director's Representative.

- c. General Debris - The Contractor shall maintain and keep free of debris all decks and entrance doors to the lodge, all walkways/porches/decks on cabins, all hard surfaces at pavilion and shelter houses. Debris includes leaves, branches, eroded soil, mulch and etc. This also includes exterior waste receptacles and dumpsters. Walkways and doors shall be kept clear for emergency situations. There shall be clear and easy access to all electric panels.
- d. Tree Limbs - Tree limbs are the responsibility of the Director's Representative.
- e. Snow Removal - Snow removal on sidewalks in front of entrance doors to the lodge, cabins, decks, and pavilion and shelter houses is the responsibility of the Contractor. Snow removal at all Contractor employee entrances is the responsibility of the Contractor. Parking lot snow removal is the Responsibility of the Director's Representative.
- f. Fire Grills (barbecue grills and fire rings) - Installation and replacement is by the Director's Representative. Selection, number and location shall be provided by Director's Representative. Director's Representative reserves the right to add or eliminate fire grills and fire rings, provided Contractor is notified in advance of changes. The Contractor shall routinely remove the burnt coals and ashes from those grills near the cabins and at the pavilion and shelter houses and shall coordinate the disposal with the Director's Representative.
- g. Fireplaces – Ashes, rubbish and burnt coals shall be removed by the Contractor's employees in cabins that have interior fireplaces. Assurances must be in place that coals shall not cause a fire where they are placed for disposal.
- h. Garbage Cans and Holders (other than required dumpsters) – Most garbage cans and holders are provided or approved and placed by the state and collection by Contractor.
- i. Picnic Tables - Installation where possible shall be the responsibility of the Director's Representative. Selection, number and location shall be provided by Director's Representative. The Contractor shall be responsible for routine cleaning. Director's Representative reserves the right to add or eliminate picnic tables provided the Contractor is notified in advance.

20.2.2. Exterior of Lodge, Cabins, Pavilion and Shelter house Structures

- a. Screen and Window Damage - Screen and window damage occurring during the contracted period is the Contractor's responsibility. The Director's

Representative is responsible for having the screen work completed prior to the beginning of the operational season.

- b. Insect control - Insect control to include rodents, ants, roaches, flies and similar common pests is the responsibility of the Contractor and is required each month. Termite treatment is the responsibility of the Director's Representative. Treatment for other insects as needed shall be the responsibility of the Contractor.
- c. Exterior Painting - Painting of the exterior of the buildings is the responsibility of the Director's Representative.
- d. Roofing - Roofing is the responsibility of the Director's Representative.
- e. Windows - Windowpanes broken during an operational season by either Contractor's employee or patron shall be the responsibility of the Contractor. Any storm damage or other breakage shall be the Director's Representative's responsibility.
- f. Door locks - Door locks damaged by Contractor or patrons are the responsibility of the Contractor. Replacement door locks shall be specified by the Director's Representative to match existing locks and keying system. The Director's Representative shall replace the locks worn by normal use.
- g. Structure - Structure sashes, doors, hinges, siding and frames are the responsibility of the Director's Representative unless damaged by Contractor's employees or patrons.
- h. Gutters – The Director's Representative is responsible for maintenance and cleaning of gutters.
- i. Lights – Exterior fixtures attached to the building and bulbs are the responsibility of the Contractor during the contract. Bulbs should be of a size to supply adequate lights for intended purpose, but not exceed the manufactures size rating. Bug (yellow) lights are the preferred standard to be used on building exteriors.
- j. Door Hardware - Door hardware damaged by Contractor or patrons is the responsibility of the Contractor. The Director's Representative shall replace hardware worn by normal use.
- k. Building Exteriors - Exterior of lodge, cabins, and pavilion and shelter houses shall be cleaned by Contractor as needed. Buildup of spider webs; bug debris or dirt dauber nests are not acceptable.

20.2.3. Interior

- a. Walls and ceilings shall be painted as necessary by Director's Representative. Cost for damages caused by patrons or Contractor's employees shall be the responsibility of the Contractor.
- b. Light Fixtures – The Contractor is responsible for replacing burned out or defective light bulbs during the contracted period. Malfunctions or failures during the operating season shall be the responsibility of the Director's Representative.
- c. Defective or missing light switches, covers, and receptacles that are removed during the contract period are the responsibility of the Contractor. Switches shall be replaced with those of similar color and type. All burned out light bulbs, interior and exterior shall be replaced as soon as possible. Failure to replace bulbs within a reasonable time span shall require the park maintenance staff to replace lights at the Contractor's expense.
- d. Floors - Cleaning is the responsibility of the Contractor. Attempts to keep floors reasonably clean during repairs shall be made by the maintenance staff. Floors include ceramic, vinyl, hardwood linoleum and/or other types shall be cleaned as needed (generally daily) using manufacturers approved cleaners and methods. This shall consist of a minimum of a complete stripping, sealing, buffing and generous application of protective coating such as wax at the start of each season (for applicable types of flooring). Daily mopping with approved cleaners and application of an approved protectant shall be made at least weekly. Replacement flooring shall be the responsibility of the Director's Representative.
- e. Carpeting - Periodic replacement due to wear and tear shall be the responsibility of the Director's Representative subject to the availability of funding. It is our goal to replace carpeting within the life span recommended by the manufacturer.

Professional cleaning of the carpets shall be required at least once per year with a copy of the paid invoice presented to the Director's Representative and included with Contractor's operating expenses. Additional cleaning of stains such as spills, etc., shall require the use of a manufacturers approved method and cleaning solution on an as needed basis by Contractor's staff as determined by the Director's Representative. Failure to clean carpets to satisfactory standards may result in the Director's Representative ordering maintenance staff or professional cleaning at the Contractor's expense. Cost to repair or replace carpet severely damaged by patrons or neglect or improper cleaning by contracted employees shall be prorated for wear and charged to the Contractor. The Contractor shall be solely responsible for recovering such

damages from guests and purchasing replacement carpeting pending approval of type and color by Director's Representative.

- f. Furniture and Furnishings – The cost of repair or replacement of furniture or furnishings broken or damaged by patrons or Contractor's employees shall be the Contractor's responsibility with the approval of the Director's Representative. Replacement of furniture due to wear and tear shall be the responsibility of the Director's Representative subject to the availability of funding. It is our goal to replace the furniture within the life span recommended by the manufacturer. Damage to furniture should be immediately reported to the Contractor and Director's Representative. Restitution for such damage shall be used by the Contractor to repair or purchases like items with the approval of the Director's Representative.
- g. Ranges in Cabins:
 - 1) Gas - Maintenance of pilot lights, knobs, thermocouples and cleaning are the responsibility of the Contractor. Replacement, installation, and gas leaks are the responsibility of the Director's Representative.
 - 2) Electric - Maintenance of knobs, switches, bulbs and elements during the operating season shall be performed by the Contractor.
- i. Refrigerators in Cabins - Door latches, door gaskets, ice trays, and shelves damaged by patrons are the responsibility of the Contractor. Cleaning and defrosting are the responsibility of the Contractor. Ice trays are provided by the Department. Replacement of compressors and units are the responsibility of the Director's Representative.
- j. Cabin air conditioners, filters, knobs, covers, drains, shall be checked and cleaned daily, and filters replaced on schedule by the Contractor. Installation and replacement of units, compressor and motors are the responsibility of the Director's Representative unless the lack of Contractor maintenance is the cause of the needed replacement, and then the cost shall be the Contractor's responsibility. Normal replacement shall be ten years.
- k. Cabin Furnaces:
 - 1) Gas – Pilot lights, thermocouples and cleaning are the responsibility of the Contractor. Replacement of thermostats, installation and venting are by the Director's Representative.
 - 2) Electric - Cleaning is the responsibility of the Contractor. Replacement of thermostats, elements, and installation is by the Director's Representative.

- l. Water Heaters - Other than initial startup, re-lighting of pilot lights is the responsibility of the Contractor. Cost of elements, thermostats and pop off valves due to normal usage shall be the responsibility of the Contractor. Total replacement of new heaters shall be the responsibility of the Director's Representative.
- m. Smoke Detectors - Cost of replacement due to damage by patrons and Contractor's employees shall be the responsibility of the Contractor. Testing and yearly battery replacement shall also be the Contractor responsibility. Installation shall be the responsibility of the Director's Representative.
- n. Public and private areas are to be clean and kept free of debris by the Contractor. Walkways and doors shall be kept clear for emergency situations. There shall be clear and easy access to all electric panels.
- o. Insect Control - Insect control to include rodents, ants, roaches, flies and similar common pests is the responsibility of the Contractor and is required each month. Termite treatment is the responsibility of the Director's Representative. Treatment for other insects as needed shall be the responsibility of the Contractor.
- p. Public restrooms shall be kept clean, fully stocked and routinely checked by the Contractor.

20.2.4. Heating, Ventilation And Cooling Systems (HVAC)

Costs for any damages by patrons or Contractor's employees shall be the responsibility of the Contractor. **All malfunctions of the HVAC systems shall be reported immediately to the contractor and to the director's representative by written work order.**

Minor maintenance such as re-lighting a pilot light shall be the responsibility of the Contractor.

- a. Air Filters – Replaceable filters shall be changed on the frequency based on manufacturer's recommendation. The Contractor shall be responsible for replacement and the Department for keeping an adequate supply of all proper sizes of filters in a location readily accessible to the Contractor's maintenance staff.
- b. Washable Filters - Washable filters shall be cleaned on the frequency based on manufacturer's recommendation by the Contractor. Knob covers and similar items broken or lost by patrons or Contractor's employees shall be the responsibility of the Contractor.
- c. Major repairs caused by neglect are the responsibility of the Contractor and shall be charged to the Contractor.

20.2.5. Central Air Conditioner and Climate Control System

- a. Replacements of parts, i.e. compressors, switching or motors is the responsibility of the Director's Representative. The Director's Representative shall be responsible for start-up prior to the beginning of the operating season.
- b. Cost of damages by patrons or Contractor's employees shall be the responsibility of the Contractor. Major damage such as compressor failure due to Contractor's employee neglect shall be the responsibility of the Contractor. This shall be determined after consultation between the Director's Representative, HVAC Service Company, and Contractor. If determined to be the responsibility of the Contractor, Contractor shall be responsible for replacement or repair, including parts and labor.
- c. All controls on the central air conditioner system shall be set by the Director's Representative with input from the Contractor. Contractor shall provide batteries for controls.
- d. Heating – The lighting and re-lighting of pilot lights along with cleaning of pilot lights and overall cleaning of heating equipment is the responsibility of the Contractor. Installation and replacement of thermostats, compressors, wiring or motors and any venting of heating equipment is the responsibility of the Director's Representative.

20.2.6. Contractor Owned Equipment

The equipment and property owned by the Contractor may be installed by the Contractor if approved by the Director's Representative prior to installation. This would be allowed based on adequate utility service and space available. All maintenance and repairs would be at Contractor's expense. All Contractor owned or leased equipment shall be clearly marked as such.

20.2.7. Refrigeration Equipment

The cost of damages by patrons or Contractor's employees shall be the responsibility of the Contractor. Contractor's employees shall take reasonable care to keep freezer and cooler doors closed tight so as to reduce load on the equipment and prevent freeze-ups. Contractor's employees shall also take precautions not to block cooling fans and coils. Minor malfunctions caused by Contractor's employees shall be corrected by the Contractor (i.e., defrosting coils due to doors left open). Major damage such as compressor failure due to Contractor's employee neglect shall be the responsibility of the Contractor and shall be determined after consultation between the Director's Representative and HVAC Service Company.

All malfunctions shall be reported immediately to the Contractor and Director's Representative by written work order.

- a. Cleaning and operation shall be the Contractor's responsibility according to manufacturer's specifications and Director's Representative instructions.

- b. Maintenance of refrigeration units shall be the Director's Representative's responsibility.
- c. Cleaning of drain lines and condensation pans is the responsibility of the Contractor.

20.2.8. Trash Collection System

- a. Garbage cans, dumpsters and holders are provided by the State, location approved by the Director's Representative. Physical trash collection for the contract period is the responsibility of the Contractor. Size and type of can holder and dumpsters shall be determined by the Director's Representative prior to placement. During the operational season, the Contractor should check and clean trash storage area daily for debris.
- b. Dumpsters shall be of adequate size and number. Some overflow may be expected on holidays or special events. Pickups shall be scheduled by the Department to prevent overflow. If such cases occur, the Director's Representative or designee shall notify the Contractor. Any refuse spread by wind or animals from the dumpsters shall be retrieved and placed in the containers on a daily basis by the Contractor.
- c. Interior Trash - Trash generated by patrons shall be removed by the Contractor's employees on a daily basis and not left in facilities between reservations. Such trash shall be deposited in a proper manner.

20.2.9. Electrical Box/Panel

The routine resetting of breakers or changing fuses, if present, shall be the responsibility of the Contractor. The replacement or repair of the breakers or box/panel is the responsibility of the Director's Representative.

20.2.10. Plumbing

- a. Kitchen, Bathroom and Tub Fixtures - Cost for fixtures damaged by the patron or Contractor's employees shall be the responsibility of the Contractor. Installation of and cost for normal wear shall be the responsibility of the Director's Representative. Replacement of washers, screens, gaskets, etc. on leaking faucets and showerheads is the responsibility of the Contractor. The park maintenance staff shall make more complex repairs. Requests for repairs shall be on a written work order.
- b. Grease Trap(s) – Regular cleaning of the grease traps shall be the responsibility of the Contractor. Failure to keep grease trap in acceptable condition may result in cleaning costs being charged to the Contractor. Grease removal shall be in an environmentally friendly manner.

- c. Seats, Bowls, Tanks - Cost of damage by patron or Contractor's employees is the responsibility of the Contractor. Cost and installation for normal wear is the responsibility of the Director's Representative.
- d. Stoppage - Contractor is authorized to use plumber's helper to clear problems. If clog cannot be cleared a written work order should be submitted to the park maintenance staff. If stoppage is below the floor line the Director's Representative is responsible.
- e. Tightening of leaking supply lines is the responsibility of the Contractor. Replacement of supply lines is the responsibility of the Director's Representative.
- f. Shower rod, curtains and rings replacements is the responsibility of the Contractor.

20.2.11. Kitchen Equipment

Cleaning and minor maintenance such as re-lighting pilot lights for ranges, replacement of broken or lost knobs, and parts other than normal wear for convection ovens, fryers, grills, char broiler, toasters, dishwashers and other food related equipment shall be the responsibility of the Contractor. Replacement of equipment shall be the responsibility of the Director's Representative, subject to available funding. It is our goal to replace equipment within a reasonable span of time and according to the manufacturer's recommendation.

- a. Ranges – The maintenance and cleaning of all gas or electric cooking apparatus including, but not limited to, stack ovens, fryers, cooking ranges, grills, deep fryers, char broilers, and toasters are the responsibility of the Contractor. Maintenance shall include, but not be limited to, re-lighting pilot lights and replacing knobs are the responsibility of the Contractor.
- b. Dishwashers - Cleaning and operating shall be the Contractor's responsibility according to the manufacturer's specifications and Director's Representative's instructions. Garbage disposal shall be cleaned of debris and the rotor free spinning prior to submitting a work order for repair.
- c. Ice Machines - Cleaning and operating shall be the Contractor's responsibility according to the manufacturer's specifications and Director's Representative's instructions.
- d. Contractor Owned and Leased Equipment - All Contractor owned/leased equipment shall be marked as such and maintained entirely by the Contractor.
- e. Exhaust Filter, Hood and Ductwork – Daily cleaning shall be expected as needed. This includes dishwasher, oven, pantry, restroom, laundry and exhaust fans. A biannual professional degreasing shall be performed at the

Contractors expense. Paid invoices shall be submitted to the Director's Representative as proof of compliance.

- f. Exhaust Ducting - Cleaning biannually (April and August) is the responsibility of the Contractor. Intake air system air filters shall be cleaned once each month by Contractor, replacement of filters is the responsibility of the Contractor.
- g. Monthly Cleaning - The kitchen and kitchen equipment shall be deep cleaned monthly. At no time shall there be allowed any debris or grease build-up to a sufficient amount to be either a health or safety risk.

20.2.12. Draperies, Blinds and Shades

The Contractor is responsible for any re-hanging and cleaning of draperies, blinds and shades as recommended by the manufacturer or Director's Representative. Damage to rods and replacement of hooks or ropes shall be the responsibility of the Contractor. Replacement of drapes, blinds and shades due to normal wear shall be the responsibility of the Director's Representative.

20.2.13. Rates and Postings

The Contractor shall provide and post rental rates in every rental unit. Rate cards shall be installed in a suitable frame provided by the Contractor and mounted near the entrance door.

20.2.14. Contract Maintenance

The Contractor shall be required to provide and publicly post the name and telephone number of the person whom the Contractor employs to correct emergency and/or after hour maintenance situations resulting from the normal operation of ECHO BLUFF. It shall be the responsibility of the Contractor to update the park office of changes in this person's name and phone number.

20.2.15. Work Orders

- a. It shall be the Contractor's responsibility to deliver to the Director's Representative any and all work orders in a timely manner (same day as noticed) for repairs the Contractor believes are the responsibility of the State of Missouri under the contract. Both the Director's Representative and the Contractor are responsible for fully understanding their obligations under this Contract.
- b. It shall be the responsibility of the Director's Representative to determine whether repairs requested by the Contractor are the responsibility of the State of Missouri, and if so, shall correct and perform these tasks as soon as is practical. It shall be the responsibility of the Director's Representative to deliver to the Contractor work orders for repairs for which the Contractor is responsible.

- c. In the event the Contractor is unable or elects not to make the necessary repairs in a reasonable amount of time, the Director's Representative shall be authorized to arrange for the needed repairs and deduct from the Contractor's compensation for those costs including materials and labor.
- d. If it is necessary for the park staff to make such repairs, and in the case of "nuisance" work orders the Contractor may be billed for materials used plus a two-hour minimum charge for labor for each State staff person employed to correct or repair the problem. Additional hours of labor shall be billed in whole hour increments.
- e. The Director's Representative shall be responsible for determining which party is liable for work order repairs. Repair bills presented to the Contractor shall be itemized to show both materials and labor and have attached the appropriate portion of the contract, which identifies the responsible party. If repair is Contractor's responsibility, deductions can be assessed against Contractor's compensation for such work order repairs.

EXHIBIT L
STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the department to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement of the department.
- o. **Shall** have the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the department if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the department, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the department in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The department reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the department or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the department. If the department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Bids, including all prices therein, shall remain valid for 90 days from proposal opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Bids may be submitted either by a hard copy delivered or faxed to the department office. Delivered proposals must be sealed in an envelope or container, and received in the department office located at 1101 Riverside Drive in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All bids must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the department posted office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the department office (address listed above) no later than the exact bid opening time and date specified in the RFP. Delivered bids should be received in the department office no later than the exact opening time and date specified in the RFP.
- b. The envelope or container containing a bid should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A proposal which has been delivered to the department office, may be modified by signed, written notice which has been received by the department prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal which has been delivered to the department office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the department prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. Offerors delivering a hard copy bid to the department must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at this time.
- b. proposals which are not received in the department office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the department to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.

- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, the department reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the department reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The department reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Any award of a contract shall be made by notification from the department to the successful offeror. The department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- k. The department reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the department.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the contractor's proposal to the RFP, (3) clarification of the proposal, if any, and (4) the department's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the department.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the State's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the department, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the department may cancel the contract. At its sole discretion, the department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the department will issue a notice of cancellation terminating the contract immediately. If it is determined the department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the department cancels the contract for breach, the department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the department immediately.
- b. Upon learning of any such actions, the department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 11-09-15