



**FLORIDA FISH AND WILDLIFE CONSERVATION
COMMISSION**

REQUEST FOR PROPOSAL

FWC 09/10-37

**RECREATIONAL AREA OPERATION AT
FISHEATING CREEK WILDLIFE MANAGEMENT AREA**

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**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
REQUEST FOR PROPOSAL (RFP)
FWC 09/10-37**

**RECREATIONAL AREA OPERATION AT
FISHEATING CREEK WILDLIFE MANAGEMENT AREA**

RESPONDENT ACKNOWLEDGMENT FORM

Vendor Name: _____

Vendor Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Florida Dept. of State Corporate Charter Number: _____

I certify that this RFP response is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same professional services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this acknowledgement for the respondent.

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE

DATE

SUBMIT RFP RESPONSE TO:

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
PURCHASING OFFICE, ROOM 364
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600
PHONE: (850) 488-3427**

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State

official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted

products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

State of Florida
PUR 1001
General Instructions to Respondents

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1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of the following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - o Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense

which may be incurred or be caused by any error in the respondent's preparation of its bid.

- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcf.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

PUR 1001 (10/06)
60A-1.002(7), F.A.C.

Purpose

The intent of this RFP is to obtain competitive proposals for the operation of the recreational area located on the Fisheating Creek Wildlife Management Area (WMA) in Palmdale, Florida, per the specifications, Scope of Work, and Contract contained herein. Contactor and Concessionaire are used interchangeably in this RFP.

REQUEST FOR PROPOSAL CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
RFP Advertised	November 9, 2009	Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu
MANDATORY Pre-Proposal Conference	December 3, 2009 at 2:00 p.m.,	See Mandatory Pre-Proposal Conference Clause
Deadline for Questions	Must be received PRIOR to: December 15, 2009 @ 5:00 p.m.	See Deadline for Questions Clause
SEALED RESPONSES DUE AND OPENED (make sure RFP Number is clearly marked on envelope)	Must be received PRIOR to: January 21, 2010 @ 2:00 p.m.	Submit to: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 620 S. Meridian St., Room 364 Tallahassee, Florida 32399-1600
Anticipated Posting	February 8, 2010	Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu

TERM

The contract will be for five (5) years.

RENEWAL

At the option of the COMMISSION, this Contract may be renewed by the COMMISSION for three (3) one-year terms, or for a period that will not exceed five years (the original term). Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the completion date of this Contract. All renewals are contingent upon satisfactory performance by the CONCESSIONAIRE.

TERMS AND CONDITIONS

The following terms conditions take precedence over PUR1001 and PUR1000 forms above where applicable. The Commission objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In signing and submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

CONDITIONS AND SPECIFICATIONS

The respondent is required to examine carefully the conditions and specifications of this RFP and to be thoroughly informed regarding any and all requirements of the conditions and specifications.

MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT

A mandatory pre-proposal conference/site visit will be held at the Fisheating Creek WMA Campground located in Glades County, Florida (see directions to site below), on December 3, 2009 at 2:00 p.m. The

purpose of the pre-proposal conference/Site Visit is to discuss the contents of this RFP and to accept verbal questions from vendors concerning the project. **Vendors must attend this pre-proposal conference in order to submit a proposal. Failure to attend the entire conference, from beginning to end, shall disqualify a potential proposer.** The FWC will make a reasonable effort to answer verbal questions asked at the pre-proposal conference/site visit, however, vendors should clearly understand that verbal discussions held at the pre-proposal conference/site visit shall not be binding on the FWC, and the FWC will only issue an official written response to verbal questions subsequently submitted in writing in accordance with the Deadline for Questions clause below.

Directions to Pre-Proposal Conference site:

The Mandatory Pre-Proposal Conference will be held at the Fisheating Creek WMA campground located in Glades County, Florida, on the west side of U.S. Highway 27 on the north bank of Fisheating Creek. Approach signs are located on both north and southbound lanes of US 27. Turn west onto the campground entrance road, cross the railroad track and stop at the camp store (blue building) on the right.

DEADLINE FOR QUESTIONS

Any questions from vendors that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received no later than the date and time specified in the Calendar of Events (Page 1). Questions may be sent via e-mail, hard copy by mail, or facsimile. It is the responsibility of the respondent to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the Vendor Bid System internet site at the following address: http://vbs.dms.state.fl.us/vbs/main_menu

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
Attn: Kelly S. Wright, CPPB, Procurement Manager
620 South Meridian Street, Room 364
Tallahassee, Florida 32399-1600
850-488-3427
kelly.wright@myfwc.com

LIMITATION ON VENDOR CONTACT DURING SOLICITATION PERIOD

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

PROPOSAL OPENING LOCATION

The public opening of this RFP will be conducted as specified in the Calendar of Events, at the Florida Fish and Wildlife Conservation Commission, **Tallahassee Purchasing Office**, Room 364, 620 South Meridian Street, Tallahassee, Florida, 32399-1600. **PROPOSALS RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal documents or the attendance at any related meeting or proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-3427 at least three workdays prior to the opening.

MAILING INSTRUCTIONS

The Vendor shall submit an original, six (6) hard copies and one (1) electronic copy of their proposal to the address listed on page one (1). The electronic copy shall be provided on Compact Diskette (CD), in Adobe Acrobat (pdf) format. All proposals must be submitted by proposal due date and time as stated in the Calendar of Events, in a sealed envelope or box marked "**RECREATIONAL AREA OPERATION AT FISHEATING CREEK WILDLIFE MANAGEMENT AREA, RFP NUMBER FWC 09/10-37**". The sealed envelope or box shall include the opening date and time, and the Vendor's return address.

MANDATORY RESPONSIVENESS REQUIREMENTS/PROPOSAL SUBMISSION

Proposal submission should be **organized** as follows:

TAB A. Respondent Acknowledgment Form (Mandatory Form)

In order for a potential proposer's response to be valid, the proposer shall complete and submit the Respondent Acknowledgment form enclosed herein. By affixing your signature to the Respondent Acknowledgment form, the proposer hereby states that the proposer has read all RFP specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the proposer will provide the Commission under these RFP specifications. The Respondent Acknowledgment form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB B. Contractor Qualification form (Mandatory Form)

The Proposer shall complete and submit the Contractor Qualification form enclosed herein, to document that they are competent and have the necessary resources to fulfill the terms and conditions of this RFP. The Contractor Qualification form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB C. References Form (Mandatory Form) - The Proposer shall complete and submit the References form enclosed herein, to provide a minimum of three (3) references for similar projects completed. Current contact names, phone numbers and email addresses shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with proposal. The References form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB D. Experience Form (Mandatory Form) - The Proposer shall complete and submit the Experience form, enclosed herein, which should include a chronological list of Proposer's experience, a description of the services provided for each operation, and duration of each project. The Experience form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB E. Project Plan (Mandatory Submission)

The Project Plan shall include a clear, concise synopsis of the proposed operation. The synopsis shall, at minimum, explain how the Proposer would implement a concession operation including all of, but not limited to, the following:

1. Operation of the Fisheating Creek Day Use Area and Campground to include a description of:
 - a) Hours of operation and staffing levels
 - b) All proposed staff positions. Include the position types and numbers of staff required to operate the facilities and offer the proposed services. Indicate if services

are to be contracted or carried out by employees. Include experience, expertise and responsibilities of all staff.

- c) Staff training requirements and procedures
- d) Reservation and registration policies and procedures
- e) Daily, weekly and monthly custodial and maintenance procedures (including operation of the Water and Sewer Plant)
- f) Safety plan and emergency procedures
- g) Interpretive programs and tours to be offered
- h) Services to facilitate hunter access for scouting, hunting and camping along the corridor surrounding established hunt periods.

2. Canoe/Kayak Rental Operation

Describe the number, size, capacity, manufacturer, model, model year and condition of canoes and kayaks available for rent. Explain any seasonal or other changes in availability of rentals. Identify and describe all boating accessories provided with rentals or offered as available for rent to customers (include fees in fee section). Describe instruction and safety procedures.

3. Livery Service Operation

Describe operational procedures, including maximum and minimum group size. Specifically describe the number, manufacturer, model, year and condition of vehicles and trailers used to transport visitors, canoes and kayaks from the Fisheating Creek Campground to paddling access points.

4. Guided Tours of Creek/Other Proposed Tours

Describe operational procedures for offering guided paddling tours, including minimum and maximum group size, proposed tour route(s) and duration of tours, any overnight excursions, proposed frequency of operation (beyond the minimum). Explain any equipment or materials to be used on tours and excursions. Specifically address staff qualifications for guiding paddling groups and interpreting the area's natural history. Explain any additional tour proposals in detail.

5. Marketing and Advertising Program

Describe marketing and advertising methods - include strategies, methods and techniques to be used to reach camping, hunting, paddling, fishing and other markets.

6. Specify the fees for the following services:

Day use
Boat launch
Tent camping
RV camping (full-service and pad only)
Canoe and kayak rentals (full-day, half-day, hourly, etc.)
Livery service
Guided tours
Equipment rentals
Discounted group fee structure for organized groups

7. Estimate of gross receipts:

Broken down by detailed monthly or quarterly estimates of fees and other merchandise sales, etc. Explain how estimates were derived for each income source or show calculations that reflect seasonal variation expected in visitation, occupancy rates and sale receipts.

8. Summarize business management techniques and controls over money, personnel and financial records that are adequate to comply with the Commission's Concessionaire Contract, Minimum Accounting Requirements - Attachment 1 and revenue reporting requirements as outlined in Attachments 2 and 3.
9. Explain any other information that would allow a reviewer to evaluate and understand the total method of operation.

TAB F. Financial Information

If the Proposer is an individual, she or he shall submit, at a minimum, a statement of net worth as of the most recent calendar quarter and photocopies of his/her federal tax returns (Form 1040 and supporting schedules) for the two most recent years. If the Proposer is a partnership or corporation, it shall submit financial statements that include a balance sheet and the related statements of income, retained earnings and changes in financial position for the two most recent fiscal years or two most recent years. Proposers may submit financial information that has been reviewed or audited by a Certified Public Accountant. Since reviewed statements are generally accepted as being more reliable than unaudited statements and audited statements are generally accepted as being more reliable than reviewed statements, preferences shall be given in the evaluation process to audited and reviewed statements.

TAB G. Cost Sheet (Mandatory Submission)

TAB H. Addenda Forms (if applicable)

THE COMMISSION IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.

NOTE: The COMMISSION shall not be responsible for the U.S. Mail or other couriers regarding mail being delivered by the specified date and time so that a proposal may be considered. Proposals received after the opening date and time shall be returned to the vendor. The COMMISSION does not accept faxed or electronically mailed proposals, and if a faxed or electronic mailed proposal is received, it will be automatically rejected as non-responsive.

VENDORS' INQUIRIES

If the RFP specifications could restrict potential Vendor competition, the Vendor may request in writing, to the Commission, that the specifications be changed prior to submission of the RFP. The Commission shall determine what changes to the RFP are acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the changes to this RFP, which shall be posted to the Vendor Bid System, internet site: http://vbs.dms.state.fl.us/vbs/main_menu. Said specifications shall be considered as the Commission's minimum mandatory requirements. Also, the Commission shall recognize only communications from Vendors, which are signed, by the Vendor and in writing as duly authorized expressions on behalf of the Vendor.

FWC PROJECT MANAGER

The FWC employee identified below is designated as Project Manager and shall perform the following on behalf of the FWC:

- review, verify, and approve receipt of services/deliverables from the vendor;
- submit requests for change orders/amendments/renewals, if applicable;
- review, verify, and approve invoices from the vendor; and, if applicable, the Certificates of Partial Payment requests, and the Certificate of Contract Completion form

- maintain an official record of all correspondence between the Commission and the vendor and forward the original correspondence to the Tallahassee Procurement Manager for the official file.

The FWC Project Manager is:

Florida Fish & Wildlife Conservation Commission
 Beth Morford, Project Manager
 C/O Dinner Island Ranch WMA
 20105 County Road 833
 Clewiston, FL 33440
 Telephone: 561-722-2188
 E-mail: beth.morford@myfwc.com

SELECTION AND EVALUATION OF PROPOSALS

A committee composed of at least three (3) representatives of the Commission who have experience and knowledge of the required services and/or commodities required, shall independently evaluate and score each of the proposals. The evaluation shall include the overall response to the RFP and the requirements defined in the RFP evaluation criteria.

Each evaluation committee member's score for each Proposal will be added and averaged to determine the final score for each Proposal. The proposal with the highest score shall be awarded the contract. The award shall be made to the proposer whose proposal is determined from the evaluations and scores of the Evaluation Committee to be the most advantageous to the State.

In cases where Vendors submit proposals that are determined by the Commission's evaluation committee to contain equal or very nearly equal terms, stated herein, the evaluation committee shall have no obligation except to select the proposal which they consider to be in the best interest of the State.

The Commission reserves the right to reject any and/or all proposals which fail to respond to any of the categories listed in the Proposal Format section of this RFP or which fail to meet the other mandatory requirements or contractual requirements stated in this RFP.

The Commission also reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the State. Minor irregularities are defined as those that have no adverse effect on the State's interest and shall not affect the outcome of the selection process by giving any one Vendor an advantage or benefit not enjoyed by other Vendors. The Commission also reserves the right to reject all proposals at any time.

EVALUATION CRITERIA

Up to 100 points shall be awarded based on the categories outlined below.

1. **Prior and Related Experience – Total 30 Point Value**
 Proposer's prior business experience as it relates to this project. Consideration shall be given to both the extent and type of prior experience by the Proposer.
2. **Project Plan – Total 30 Point Value**
 - A. Demonstration of Understanding
 - B. Approach to achieve the recreational experience and interpretive objectives of the Commission
3. **Financial stability** based on evaluation of financial information provided. **20 Point Value**

4. **Percentage of gross revenue** returned to the Commission on a monthly basis **20 Point Value**

The Proposer enters on the Financial Proposal Sheet the percentage of gross revenue he or she proposes to pay to the Commission per month. These points will be allocated as follows:

The highest proposed amount shall receive 20 points. All other proposed amounts shall be awarded points proportionately based on the formula: $20 \times (\text{proposed amount} / \text{high amount})$, where the high amount is the highest proposed amount received, and the proposed amount is any other proposed amount received which is less than the high amount.

ECONOMY OF PRESENTATION

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of Vendor's capabilities to satisfy the requirements of this RFP. Elaborate binding, colored displays, and promotional materials are not required; however, examples of services provided may be included as attachments to the proposal. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Vendors follow the format and instructions contained herein. All costs associated with preparing a response to this RFP is the sole responsibility of the respondent.

POSTING OF PROPOSAL TABULATION

Proposal Tabulation, with recommended award, will be posted for review by interested parties on the Vendor Bid System's internet site (http://vbs.dms.state.fl.us/vbs/main_menu) on or about the date indicated in the calendar of events, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or state observed holidays. Any Contractor who desires to protest the recommended award must file a notice of protest with the Purchasing Section, Florida Fish & Wildlife Conservation Commission, 620 S. Meridian Street, Room 364, Tallahassee, Florida 32399-1600, within the time prescribed in Section 120.57(3), Florida Statutes.

Failure to file a protest within time prescribed in Section 120.57 (3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, F. S. Either failure to file a notice of protest or failure to file a petition will constitute such waiver.

CONTRACT

This RFP, the successful proposer's response, and the Contract shall form the contract between the parties. In the event there is any disagreement between the documents, the parties shall refer first to the Request for Proposal then to Vendor's response, then to the Contract. The Commission reserves the right to revise the Contract as necessary to meet the requirements of this RFP.

VERBAL INSTRUCTION PROCEDURE

Vendors may not consider any verbal instructions as binding upon the Commission. No negotiations, discussions, or actions shall be initiated or executed by the Vendor as a result of any discussion with any Commission employee. Only those communications from the Commission that are in writing, may be considered as a duly authorized expression on behalf of the Commission.

ADDENDUMS

If the Commission finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the RFP period an addendum shall be posted on the Vendor Bid System internet site: http://vbs.dms.state.fl.us/vbs/main_menu.

NOTICE TO PROCEED

The successful respondent shall not initiate work under this contract until the required Performance Bond and Insurance have been received by the Commission. The respondent may begin work once it has received an official written Notice to Proceed from the Project Manager.

LIQUIDATED DAMAGES

If the Contractor fails to complete the work or the conditions of the Contract and/or Amendments by the completion date, the Commission shall have the right to deduct from any amount due and payable to the Contractor, as liquidated damages, an amount up to \$100.00 per calendar day. All liquidated damages assessed after the agreed to work completion date will include every day of the week (weekdays and weekends). Exceptions to this may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Project Manager.

PERMITTING

Permitting for this project, if needed, is the responsibility of the vendor. A copy of all permits will be shall be posted at the work site location at all times during the project. The vendor is responsible for complying with all permit conditions and the vendor shall pay any penalties arising from the vendor's permit violations.

LICENSURE

The Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the Commission upon request.

DAMAGES TO STATE PROPERTY

Any damages to state property (i.e. structures, roads, culverts, fences, trees, or other natural resources etc.) caused by the Vendor while working on this project shall be the responsibility of the vendor to remedy, as determined by the Commission. The vendor shall be responsible for the conduct of all vendor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the vendor shall immediately halt work and notify the Project Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

SUBCONTRACTS

The Contractor is fully responsible for all work performed under the Contract resulting from this RFP. The Contractor may, upon receiving prior written consent from the Project Manager, enter into written subcontract(s) for performance of certain functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

FAMILIARITY WITH LAWS

The Vendor is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The vendor shall comply with all laws and rules applicable to the vendor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Vendor will in no way relieve him from responsibility.

ELIGIBILITY

The Vendor shall be licensed as necessary to perform under this contract as may be required by law, rule, or regulation; and shall provide evidence of such compliance to the Commission upon request.

By acceptance of this contract, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor, and that the Contractor shall comport with Chapter 287, F.S., and all other applicable rules and laws.

Unless otherwise provided herein, the Commission will not reimburse the Contractor for any non-expendable equipment or personal property for use by the Contractor to perform services under this Contract.

PROHIBITION OF UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any Vendor/Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor/Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Vendor/Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

NON-DISCRIMINATION

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases or real property to a public entity, may not award or perform work as a Vendor/Contractor, supplier, Subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

PUBLIC ENTITY CRIMES

In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, Vendor/Contractor, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

VENDOR REGISTRATION

Each vendor desiring to do business with the State through the on-line procurement system is pre-qualified to do so, and shall register, unless exempted, in the MyFloridaMarketPlace system. Respondent agrees to self-register for MyFloridaMarketPlace. For more information and to register please go to <https://vendor.myfloridamarketplace.com> and navigate to the Online Vendor Registration section under Vendors.

The address the company has registered under has to be the address listed on the response, and has to be the address entered on the Respondent Acknowledgment form in order for the response to be valid. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website above. Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-FLA-EPRO, (866-352-3776) or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS

All records in conjunction with this contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

PUBLIC RECORDS

The Commission reserves the right to unilaterally cancel this contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 F.S., and made or received by the Contractor in conjunction with this contract.

RECORD KEEPING REQUIREMENTS

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract, in accordance with generally accepted accounting principals. The Contractor shall allow the Commission, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this contract. In the event any work is subcontracted, the Contractor shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

OWNERSHIP OF DOCUMENTS/DATA/REPORTS/RESEARCH/SURVEYS ETC.

The Contractor hereby agrees that all documents (data, reports, research, surveys, etc.) in hard copy or electronic that are collected or used for this project are the sole property of the Commission. The Contractor also hereby agrees to unconditionally transfer and assign to the Commission all copyright claims, trade secrets or other proprietary rights with respect to such documents. Upon request by the Commission at any time during and for 5 years after the expiration of this agreement, Contractor shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein.

RIGHTS IN PROPERTY, COPYRIGHTS, AND INVENTIONS

The Commission reserves the right to determine the disposition of its title and rights to any inventions and/or processes that may result from any experimental or developmental research performed under this Contract. If Federal funding is involved in support of this Contract, the Federal Government may reserve ultimate jurisdiction over title and right privileges.

Regardless of title or ownership of the products and materials developed under this Contract, the Commission and the State of Florida shall reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for non-competing governmental purposes. If Federal funding is involved in support of this Contract, the Federal Government shall also reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for governmental purposes.

Should the Contractor cease providing services hereunder to FWC, as a result of termination, expiration or in any other manner, FWC shall retain an unlimited license in all video, world wide web (WWW) sites, and printed materials created as a result of this Project whatsoever for further research, educational purposes, for publication, to provide access required by Florida's public records law or any other purpose related to FWC's duties under law.

SEVERABILITY AND CHOICE OF VENUE

This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

JURY TRIAL WAIVER

As consideration of this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract.

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of Contract execution, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of Contract execution, have complied with the applicable provisions of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites: <http://www.sunbiz.org/index.html> or <http://www.dos.state.fl.us/>.

FLORIDA EMERGENCY SUPPLIER NETWORK

Suppliers of products and services needed by government during hurricanes and other emergencies are invited to join a Florida Emergency Supplier Network. Suppliers will identify emergency products and services available, emergency contact information, plans to maintain their operations and supply chain in emergency circumstances, and pricing arrangements.

This information will be organized and furnished to buyers at State and County Emergency Operations Centers, and suppliers will be recognized with a certificate identifying their business as a member of the Florida Emergency Supplier Network. Please go to the following website to obtain a FESN application and contract:

http://dms.myflorida.com/dms/purchasing/florida_emergency_network/florida_emergency_supplier_network_fesn

REQUEST FOR PROPOSAL FWC 09/10-37
SCOPE OF WORK

INTRODUCTION

The Commission is seeking proposals from qualified contractors to operate a recreational area located on the Fisheating Creek Wildlife Management Area (WMA) in Palmdale, Florida. Facilities include a day use picnic area with a pond; an improved boat ramp and paddling launch; a campground with tent and recreational vehicle camping areas, two bathhouses and a camp store. Services to be provided include operation and maintenance of these facilities, canoe and kayak rentals, a livery service and guided tours of the creek.

BACKGROUND

The Commission is designated by the state of Florida as the managing agency for the Fisheating Creek Wildlife Management Area. The management area is comprised of more than 18,000 acres of state-owned land and more than 41,000 acres in a conservation easement conveyed to the state of Florida by the Lykes Brothers, Inc., as part of a Settlement Agreement, dated May 25, 1999 (Exhibit C). The WMA is managed for multiple uses including conservation and recreation.

The Settlement Agreement specifies the public uses (hunting, fishing, frogging, wilderness camping, hiking and limited airboating) permitted on the lands within the WMA. Vehicles are prohibited on the area with the exception of the Fisheating Creek Campground at Palmdale. Any other access to the WMA is by foot or bicycle or by boat at the campground, the Mainstreet Access at Palmdale, and at State Road 78 near Lakeport. Two access points were provided to facilitate paddling on the creek. These access points are located at Burnt Bridge via County Road 74 and Ingram's Crossing via County Road 731 and are limited to use by the Commission or its Concessionaire.

The Fisheating Creek Campground (approximately 80 acres) is located on the north side of Fisheating Creek and west of Highway 27. It was originally developed by the Lykes Brothers and was operated by the company or its lessees for many years. Since assuming management responsibility for this area, the Commission has renovated the campground's water supply, sewage treatment, plumbing and electrical service, camp store and bathhouses and has established 52 RV campsites with gravel pads (44 with full sewer and electrical service) and 68 tent sites. Only tents, trailers or self-propelled camping vehicles are allowed for camping. Two wilderness campsites are located at Burnt Bridge and Ingram's Crossing.

The Fisheating Creek Campground is the designated entrance for hunters to access the WMA. A hunter check station is located near the Campground entrance for use during hunt periods. Hunters are required to check in and out at the station when entering and exiting the area. See Exhibit B for current hunt dates and regulation summary.

It is the goal of the FWC to provide a family-oriented campground atmosphere and to provide safe, high quality nature-based recreation experiences for all who visit here and recreate along the creek.

SERVICES

The Concessionaire shall be responsible for providing the following services:

Public Access

- a) Provide access to the launch on Fisheating Creek 365 days each year from 5 AM to 10 PM. Maintain entrance gate system to ensure payment of fees and to provide security for campers.

- b) Facilitate hunters' access to the wildlife management area and use of the wilderness camping areas for the duration of scheduled hunts. The Commission shall have the sole discretion to limit paddling tours or use of wilderness camp sites during hunts but said discretion shall not be arbitrarily or unreasonable exercised.

Provide Canoe and Kayak Rentals and Livery Service

- c) Provide canoes and kayaks for rent to area visitors maintain the boat launch facilities and operate a livery service to transport visitors, canoes and kayaks from the campground to Burnt Bridge and Ingram's Crossing.

Offer Tour Services

- d) Offer guided paddling tours of the creek and, if feasible, other themed tours.

Operate a Camp Store

- e) Operate a camp store from at least 8 AM to 7 PM to provide information services and merchandise sales.

Operate the campground

- f) Provide efficient, convenient and courteous reservation and registration services to campers. Post and enforce approved campground rules. Provide for high quality interpretive programming.

Implement a Marketing Program

- g) Implement an effective marketing program (materials to be approved by FWC) to promote available recreation services.

Collect Fees and Maintain Financial and Visitation Records

- h) Establish and collect fees, submit monthly revenue payments and maintain all financial records.

Maintain the Premises

- i) Provide all custodial functions associated with operating the day use area, campground, bathhouses and camp store. Maintain the grounds, campsites, trails and structures in clean, sanitary and safe condition at all times. Concessionaire shall provide for minor repairs for repairs of less than \$1000 per occurrence. If a repair occurrence is found that exceeds the \$1000 threshold then the Concessionaire is to present this repair need to the Project Manager in writing.

**FWC 09/10-37
COST SHEET**

The Proposer shall enter on this Cost Sheet the percentage of gross revenue he or she proposes to pay to the Commission per month.

The contract will be in effect for a term of five years with options for renewal as stated in the Renewal Clause of the Terms and Conditions.

Percentage of gross revenue returned to the Commission on a monthly basis = _____%

Vendor/Contractor_____ Title_____

Address_____ Fax_____

Signed_____ City/State/Zip_____

Print Name_____ Telephone_____

FWC 09/10-37
CONTRACTOR QUALIFICATION FORM

The Vendor is a:

- Corporation** ☐
Individual ☐
Non Profit ☐
Partnership ☐

Name of Vendor _____

Principal Office Address _____

Official Representative _____

The Vendor identified herein shall mean the individual, representative/president of the non-profit organization, the partnership itself, or if a corporation, the corporation itself.

1. Each Vendor must be authorized to do business in the State of Florida and, if a corporation, must be incorporated under the laws of one of the States of the United States. Proof of same must be provided. If a new corporation is to be formed, provide full information as may be required.

2. Each Vendor must certify, and proof may be required, that it can carry out all the conditions required of it.

ADDITIONAL LEGAL REQUIREMENTS

All corporations seeking to do business with the State shall, at the time of contract execution be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. To be eligible for consideration, each corporation shall have inserted its corporate charter number in the space provided on the "*Request For Proposal Contractual Services Acknowledgment Form*", or, if applicable, have attached to its proposal a signed statement to the effect that said corporation is exempt from the above-described requirements of Chapter 607, Florida Statutes, and set forth particular reason(s) thereof.

If a corporation, answer the following:

When incorporated _____

In what State _____

If a foreign corporation, date of registration with Florida Secretary of State, and name and address of Resident Agent

Operating Officers

President's Name _____

Address _____

Phone _____

Vice President's Name _____

Address _____

Phone _____

Treasurer's Name _____

Address _____

Phone _____

Board of Directors

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

If an Individual, Non-Profit, or Partnership, answer the following:

Date of organization _____

General or limited partnership _____

Name and address of each Partner:

Name _____

Address _____

Name _____
Address _____

Name _____
Address _____

The Contractor understands that information contained in the *Contractor Qualification Form* is to be relied upon by the Commission, and such information is warranted by the Contractor to be true. The undersigned Contractor agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualification and stability of the Contractor, as may be required by the Commission.

The Contractor understands that the Commission has the right to verify the information submitted and to seek any additional information relating to Contractor qualifications and stability.

Authorized Signature:

Print Name _____

Date _____

**FWC 09/10-37
REFERENCES FORM**

A minimum of three (3) references from persons or firms for whom the respondent has performed similar jobs as per the specifications in this RFP must be supplied with the response. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause for rejection of the vendor's response. Provide a description (scope of work) of each job.

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: (____) _____ E-MAIL ADDRESS: _____

JOB DATE(S): _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: (____) _____ E-MAIL ADDRESS: _____

JOB DATE(S): _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: (____) _____ E-MAIL ADDRESS: _____

JOB DATE(S): _____

DESCRIPTION (SCOPE OF WORK): _____

VENDOR NAME

AUTHORIZED SIGNATURE

**FWC 09/10-37
EXPERIENCE FORM**

Information should include a chronological list (starting with most recent experience first) of Proposer's experience, a description of the services provided for each operation, and duration of each project. This form may be reproduced if more space is needed.

EXPERIENCE:

Dates of Experience: _____ TO _____

EXPERIENCE:

Dates of Experience: _____ TO _____

EXPERIENCE:

Dates of Experience: _____ TO _____

EXPERIENCE:

Dates of Experience: _____ TO _____

VENDOR NAME

AUTHORIZED SIGNATURE

Exhibit A

FWC Contract No: _____

DRAFT Fisheating Creek Campground and Paddling Livery Concessionaire Contract

THIS CONTRACT (also referred to as "Agreement") is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereinafter "COMMISSION," and _____, whose address is _____, hereinafter "CONCESSIONAIRE."

WHEREAS, the COMMISSION is vested with jurisdiction over the management of the Fisheating Creek Wildlife Management Area ("Area" or "WMA") in the State of Florida for the use of the public for recreation, and

WHEREAS, the COMMISSION may grant the exclusive privilege to operate a concession providing the public access to the traditional recreational opportunities at the Fisheating Creek Campground at Palmdale, Florida (the "Campground") focusing on hunting, fishing, camping, canoeing, kayaking and nature appreciation opportunities, and to provide goods and services as hereinafter described, and

WHEREAS, such concessions shall require investment by the CONCESSIONAIRE, and involve some risk of financial loss, and

WHEREAS, the COMMISSION, being fully aware of these factors, shall adopt and pursue such policies with respect to this concession so as not to unnecessarily interfere with day-to-day operations and to allow the reasonable opportunity for the CONCESSIONAIRE to make a fair return on the investment when operating within the guidelines set forth herein and in the Settlement Agreement.

NOW THEREFORE, the COMMISSION and the CONCESSIONAIRE, for the considerations hereafter set forth, agree as follows:

COMPLETE CONTRACT

1. The provisions of the COMMISSION's Request for Proposal FWC 09/10-37, the CONCESSIONAIRE's Proposal, attached hereto as Exhibit __ and the Fee Schedule, attached hereto as Exhibit __, are incorporated herein. In the event of conflict between this Contract and the Exhibits, the terms of this Contract shall govern.

TERM OF AGREEMENT

2. This Contract shall be in full force and effect for a period of five (5) years following the COMMISSION delivering the CONCESSIONAIRE written notice to proceed.

RENEWAL

3. At the option of the COMMISSION, this Contract may be renewed by the COMMISSION for three (3) one-year terms, or for a period that will not exceed five years (the original

term). Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the completion date of this Contract. All renewals are contingent upon satisfactory performance by the CONCESSIONAIRE.

PERFORMANCE BOND

4. A Performance Bond shall be required from the successful Vendor by the Commission for this project. Prior to commencing any work, and within five (5) days after issuance of the Contract, the Contractor shall furnish a Performance Bond in the amount of \$25,000 to ensure full and complete performance of the contract to the Commission's Tallahassee Purchasing Office to the attention of Kelly S. Wright. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the Commission's full name, the contract number assigned to the project by the Commission, and a description of the property being improved with a general description of the project.

The Bond shall be issued from a reliable Surety Company acceptable to the Commission, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds in behalf of the Surety had the authority to do so on the date of the bond.

In lieu of a Performance Bond, the Commission may prior approve an alternate form of security in the form of cash, a money order, a certified check, a cashier's check, or an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

Work shall not begin before the Commission receives the Performance Bond. Failure to provide a Performance Bond or to maintain the Performance Bond current during the contract may be grounds to find the Vendor in default, which could include; cancellation of the contract, and/or the Vendor's removal from the FWC approved vendor list for future solicitations.

MODIFICATION OR AMENDMENT OF AGREEMENT

5. No waiver, modification, or amendment of this Contract, or of any covenant, condition, or limitation contained herein shall be valid unless in writing and lawfully executed by both parties. It is the intention of the COMMISSION and the CONCESSIONAIRE that no evidence of any waiver, modification, or amendment shall be offered or received in evidence in any proceeding or litigation between the parties arising out of or affecting this Contract unless such waiver, modification, or amendment is in writing and executed as aforesaid. The provisions of this section shall not be waived without compliance with said writing and execution requirements.

NOTICE

6. The COMMISSION's South Region, Regional Wildlife Biologist (RWB), or his designee, is hereby designated as the Contract Manager. The RWB shall be responsible for ensuring compliance with the terms and conditions of this Contract, and may conduct performance

inspections of the concession operation at any time.

Unless a notice of change of address is given, any and all notices shall be delivered to the parties at the following addresses:

CONCESSIONAIRE

COMMISSION

Florida Fish and Wildlife Conservation Commission
Beth Morford, Project Manager
C/O Dinner Island Ranch WMA
20105 County Road 833
Clewiston, FL 33440
Telephone: 561-722-2188
E-mail: beth.morford@myfwc.com

OTHER CONTRACTS

7. This Contract, the attachments and all exhibits shall contain the complete Contract between the COMMISSION and the CONCESSIONAIRE and, as of the effective date thereof, shall supersede all other contracts, communications or representations, either verbal or written, between the COMMISSION and the CONCESSIONAIRE relating to the subject matter hereof.

REVENUE PAYMENTS

8. The CONCESSIONAIRE agrees to pay the COMMISSION as compensation for this Contract, a monthly revenue payment on or before the 20th day of the following month in an amount equal to __% of gross sales for all operations of this concession during the previous month. Gross sales, for the purpose of this Contract, are defined as all sales of goods and services under this Agreement excluding tax collections, exchanges and refunds. Sales of goods and services and collections of sales tax must be accounted for separately at the point of sale. If the CONCESSIONAIRE is not able to do this, CONCESSIONAIRE shall calculate sales tax from gross receipts by a method approved by the Florida Department of Revenue.

Monthly revenue payments shall be submitted to the address below. The FWC contract number shall be included on all payments.

Bureau of Finance and Accounting
P.O. Box 6150
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32314-6150

Revenue and payments shall be documented as follows:

- a. The CONCESSIONAIRE shall comply with and document compliance with the "Minimum Accounting Requirements" detailed in and attached hereto as Attachment 1, and to establish and maintain such further records as may be prescribed by the

COMMISSION in the future to provide evidence that all terms of this Contract have been and are being observed. The COMMISSION shall have the right and authority to audit all records, documents, and books pertaining to the concession operation. Such audit shall be conducted at locations and at a frequency determined by the COMMISSION and communicated to the CONCESSIONAIRE. The CONCESSIONAIRE agrees to provide materials for the audit at the designated place within fifteen (15) days after the COMMISSION's notice is received.

- b. The CONCESSIONAIRE shall provide to the COMMISSION, in a format specified in and attached hereto as Attachment 2, a monthly statement of gross sales. The statement shall contain the total gross sales for the previous calendar month by point of sale and must be received no later than the 20th day of the following month. Gross sales shall be defined as all sales of goods and services excluding tax collections, exchanges and refunds.
- c. The CONCESSIONAIRE shall provide to the COMMISSION, in a format specified in and attached hereto as Attachment 3, a profit and loss statement of the concession operation for each calendar year, or portion thereof, that this Contract is in effect. The report shall be submitted to the COMMISSION quarterly, for the initial 12-month period, and annually thereafter. The report will also be provided within 90 days after any termination of this Contract
- d. The CONCESSIONAIRE shall submit separate forms for the monthly gross sales statements and the annual profit and loss statements, based on source documents and books of original entry. Books of original entry and source documents shall be retained for a period of three (3) years, except that such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year retention period. The retention period commences from the date of submission of the annual profit and loss statement required above.
- e. All financial statements required herein shall be submitted to the COMMISSION'S Internal Auditing Coordinator who shall serve as the Contract Manager Designee for all audit and accounting requirements set forth in this paragraph:

Internal Auditing Coordinator
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee FL 32399-1600

- f. If annual gross sales exceed \$250,000, the COMMISSION shall require and the CONCESSIONAIRE shall conduct an annual audit performed by a Certified Public Accountant at the CONCESSIONAIRE's expense. The report shall contain conclusions on compliance with the terms of this Contract, including the Minimum Accounting Requirements as defined above. In performing the annual audit, the Certified Public Accountant shall utilize an audit program approved by the COMMISSION. Any modifications to the audit program shall be made only with the written concurrence of the Director of Auditing. The Certified Public Accountant's work papers shall be available for review by COMMISSION personnel. The audit report shall be submitted to the COMMISSION no later than June 30 of the following calendar year or within 90 days of the termination of this Contract, as applicable.

LATE FEE

9. Should the CONCESSIONAIRE fail to make any monthly COMMISSION revenue payment, CONCESSIONAIRE shall be charged interest at the rate of one and one-half percent (1½%) per month, or fraction thereof, on the amount of the delinquent payment beginning the first day following the due date of the payment until paid. Any court costs and attorney's fees required to collect past due monthly COMMISSION revenue payments shall be at the expense of the CONCESSIONAIRE.

COMPLIANCE WITH LAWS / REGULATIONS

10. The CONCESSIONAIRE agrees to comply with all local, state and federal laws, codes, requirements, rules and ordinances, and to obtain all licenses, permits and other permissions required or appropriate to carry out the activities permitted under this Agreement.
11. The CONCESSIONAIRE agrees to comply with all local, state and federal laws, codes, requirements, rules and ordinances relative to the taking of wild animal life or freshwater aquatic life, use of the lands for outdoor recreational purposes as herein after provided, construction, safety, sanitation, permits, licenses, operation of the Area and all other matters pertaining to the activities conducted on the premises.
12. The CONCESSIONAIRE shall be responsible to the COMMISSION under this Contract for its agents and employees so abiding by all such laws, rules and regulations while in performance of this Contract.

NON-ASSIGNMENT; TOUR OPERATORS

13. The CONCESSIONAIRE shall neither transfer, nor assign the Contract, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this Contract, or for any use of the Campground, the WMA or adjacent areas, without written approval of the COMMISSION. Subject to this approval by the COMMISSION, the CONCESSIONAIRE is granted approval to develop agreements or partnerships with up to five eco-tour operators to act as agents in guiding nature tours through approved entrance points in accordance with guidelines and interpretation plans approved by the RWB. The CONCESSIONAIRE shall submit all eco-tour operator proposals for approval by the RWB. At minimum the proposals must include a description of the service to be provided and the qualifications of the provider. All such agents or operators shall be considered agents of the CONCESSIONAIRE for all purposes under this Agreement (including but not limited to the indemnity provided by CONCESSIONAIRE in this Agreement); and the CONCESSIONAIRE shall be fully responsible for the acts and omissions of such agents and operators.

SCOPE OF OPERATIONS

14. The Fisheating Creek Campground and other areas within or adjacent to the WMA used incidentally by the CONCESSIONAIRE, shall be occupied and used by the CONCESSIONAIRE, and its agents or employees, solely to conduct business and collect visitor use fees and sales receipts in connection with camping, canoeing and other

recreational activities by the public and permitted hunters as specified herein. The CONCESSIONAIRE is hereby authorized to conduct the kinds of business listed in paragraph 15 below from Fisheating Creek Campground located in Palmdale, Florida west of Highway 27 (the approximately 80-acre area bounded by Fisheating Creek on the south, the Railroad right-of-way and private land to the east, and private land and the 8-foot high chain link fencing to the west, and private land to the north).

15. The CONCESSIONAIRE shall be responsible for providing and maintaining the following services 365 days per year:
 - a. Provide access to the launch on Fisheating Creek from 5 AM to 10 PM. (Hours may be extended during hunt periods.) Maintain entrance gate system to ensure payment of fees and to provide security for campers.
 - b. Provide canoe and kayak rentals.
 - c. Offer a livery service to transport visitors, canoes and kayaks from the Fisheating Creek Campground to Burnt Bridge and Ingram's Crossing.
 - d. Offer guided canoe/kayak tours on Fisheating Creek including natural history interpretation.
 - e. Offer other tours that showcase the Area's unique and important natural features. The CONCESSIONAIRE may accomplish tours through agreements with COMMISSION-approved agents.
 - f. Operate a camp store from a minimum of 8:00 AM to 7:00 PM, offering recreational equipment, sundries, camping supplies and other supplies normally utilized by visitors to the Area. Maintain a telephone at the camp store as a public and vendor contact. If an answering machine is used, telephone calls shall be returned promptly.
 - g. Operate and maintain the campground providing 68 designated primitive (tent) campsites and 52 recreational vehicle (RV) campsites in the Fisheating Creek Campground.
 - h. The CONCESSIONAIRE shall allow the COMMISSION to operate a hunter check station within the campground during all hunt dates established by the COMMISSION.
 - i. Develop and implement a comprehensive marketing program to promote available recreational opportunities. All advertising and promotional materials shall be submitted to the RWB for review and approval. All materials shall identify the CONCESSIONAIRE as operating under contract to the COMMISSION.
 - j. Collect fees and maintain financial and visitation records for the following:
 1. boat launching
 2. day use
 3. camping in designated primitive and RV campsites

4. canoe and kayak equipment rental
5. livery service to Burnt Bridge and Ingram's crossings
6. natural history tours of the creek and other themed tours, if offered
7. fishing, camping and wildlife viewing equipment rentals
8. other COMMISSION-approved services, products and merchandise
9. discounted fee structure that promotes family and multi-person use such as:
 - organized groups
 - school children
 - special events

The Fisheating Creek Campground is the designated entrance to the WMA, hunters possessing quota hunt permits shall not be required to pay day use or launch fees to launch their own watercraft during hunts or scouting periods. At minimum, visitation records shall include number in party, activity type, length of stay and county, state or country of origin. Visitation records shall be submitted quarterly at the same time as the Profit and Loss Statement is sent to Accounting. Concessionaire shall send the visitation records directly to the Commission's Project Manager.

- k. Maintain the premises in accordance with contract requirements
- l. Operate the drinking water and sewer plant in accordance with all applicable laws and regulations.

Access to the Creek

16. The CONCESSIONAIRE shall maintain an entrance gate system to provide access to the creek as well as security for campers and shall provide efficient, convenient and courteous reservation and registration services to campers. Each camper shall be provided with the gate combination upon check-in. Gate combinations shall be changed periodically to maintain campground security.

Canoe and Kayak Rental and Livery Service

17. The CONCESSIONAIRE shall operate the rental and livery service in accordance with Chapter 327.54, Florida Statutes and 68D-36.109, Florida Administrative Code. The CONCESSIONAIRE shall provide a minimum of 25 canoes and kayaks (collectively) available for rent to area visitors. All watercraft utilized by the CONCESSIONAIRE shall be safe and comfortable, and in compliance with all federal, state, county, and local codes and regulations including the Americans with Disabilities Act. The Commission retains the right of prior approval of all watercraft used under this Agreement. The COMMISSION may withhold its approval or require the removal of watercraft, if, at the sole discretion of the COMMISSION, the watercraft are determined not suitable for a high quality concession operation, or to adversely affect other COMMISSION concerns such as safety, public recreation, land management, or resource protection.
18. The CONCESSIONAIRE shall install racks to store canoes and kayaks near the paddle launch and shall maintain fences to separate this day use area from the primitive camping area. Canoes and kayaks shall be stored on the racks to maintain a neat and

professional appearance. The COMMISSION shall designate existing buildings that are available to the CONCESSIONAIRE for storing equipment.

19. The following equipment shall be included with each boat rental: appropriate number of paddles, a Coast Guard-approved personal flotation device for each passenger, a whistle and bailing device. Prior to launching, livery service staff shall provide all renters with basic safety instructions and information about weather conditions, water levels and potential hazards along the creek. Livery staff shall be trained to provide accurate information about the creek and its natural history while providing livery service.
20. Livery service vehicles and trailers shall be maintained in a clean, safe condition. The CONCESSIONAIRE shall provide each livery vehicle with signs identifying the company name and telephone number.
21. Livery service to Burnt Bridge and Ingram's Crossing shall be provided upon request within the posted hours of operation (at least every two hours daily). Livery service shall be provided in accordance with the Settlement Agreement and shall be for the sole purpose of transporting paddlers and their paddling and camping equipment. The transportation of firearms or hunting equipment is prohibited. Livery service shall utilize CONCESSIONAIRE vehicles only. No privately owned vehicles may be involved in livery services.
22. It is the responsibility of the CONCESSIONAIRE to open and lock all gates while providing livery services to Burnt Bridge and Ingram's Crossing. The COMMISSION shall provide an initial set of keys to the CONCESSIONAIRE. These keys shall not be reproduced and shall be used by CONCESSIONAIRE staff only. The CONCESSIONAIRE shall be required to pay for replacement keys and locks lost or compromised due to the negligence of the CONCESSIONAIRE, its agents or employees.
23. The CONCESSIONAIRE shall not provide canoe or kayak rentals or livery services so late in the day that the customer's return of canoes or kayaks will be after daylight hours, except upon the express agreement of the person renting. The Concessionaire shall not provide livery service when water levels on Fisheating Creek are below 2 feet for canoeing or 1.5 feet for kayaking or when the creek is approaching flood stage. At water levels below the minimum levels described, the CONCESSIONAIRE may drop off and pick up customers who wish to camp and paddle at the Burnt Bridge Access Point. The following is the gauge location to be utilized in making water level determinations: Gauge Location – Latitude 26 degrees 55'56", longitude 81 degrees 18'54" in SW1/4 sec 3, T.41 S., R.30 E., Glades County, Hydrologic Unit 03090103, near right bank on downstream side of southbound bridge on US Highway 27, 1.0 miles south of Palmdale and 16 miles upstream from Lake Okeechobee. The Web address for this gauge on the effective date of this contract is [USGS Real-Time Water Data for USGS 02256500 FISHEATING CREEK AT PALMDALE, FL](#).

Tours

24. A minimum of one guided paddling tour of Fisheating Creek shall be offered daily (water and weather conditions permitting). To provide a safe and high quality experience, tours

shall not exceed a maximum of nine people or six kayaks or canoes per staff person and shall run no less than one hour apart.

25. Subject to prior approval by the COMMISSION, the CONCESSIONAIRE may form and maintain agreements or partnerships with eco-tour operators to act as agents of the CONCESSIONAIRE to conduct tours on the Area. Each eco-tour operator shall be approved in writing by the RWB. The RWB may require from the CONCESSIONAIRE any and all reasonable documentation as to the experience and qualifications of proposed operators. The COMMISSION may in its sole discretion approve eco-tour operators, based on a determination that the corresponding level of operator activity will enhance visitor opportunity and experience and will not have adverse environmental impacts. The CONCESSIONAIRE shall maintain proper financial records and controls sufficient to assure that the total amount of all tour fees collected by such agents is included in calculating gross sales described herein.

Campground

26. The CONCESSIONAIRE shall post and enforce campground rules. FWC shall provide a rule framework to the CONCESSIONAIRE additional rules may be developed in consultation with FWC. Said rules may be altered only upon prior written approval of the RWB. The proposed campground rules shall promote appreciation of the Area's natural setting, favor a family atmosphere and promote accord among campers. The CONCESSIONAIRE shall post rules in locations required by the RWB.
27. The CONCESSIONAIRE shall be responsible for maintaining designated campsites and trails in the Fisheating Creek Campground. All campsites and trails shall be marked to avoid environmental degradation in the Campground or WMA, and adverse effects on the quality of other visitors' experience. Signs must follow the sign standards and templates provided by FWC.
28. The CONCESSIONAIRE may offer interpretive programs at the campground. The CONCESSIONAIRE shall provide the RWB with a schedule of campground interpretive program topics and speakers at the beginning of each quarter. Interpretive programs shall provide accurate, enjoyable presentations or activities to educate campers about the cultural and natural history of the creek and the region.
29. The CONCESSIONAIRE may place up to two mobile homes just to the south of the Campground entrance to house resident managers; provided that the RWB must approve the mobile home, the specific location, and all aspects of the yard and appearance of the outside of each mobile home. The CONCESSIONAIRE shall be responsible for all costs associated with placing such structures at the designated site. Only the employee(s) and his or her immediate family shall be permitted to reside in the residence. No pets shall be kept in the residence(s) unless approved in advance by the RWB. The residence(s), including roofs and exterior walls and the surrounding yards, shall be maintained in good, clean and sanitary condition. The CONCESSIONAIRE shall comply with all requirements of the RWB as to appearance, maintenance and upkeep of the mobile homes, yards and exterior uses of the property.

30. The CONCESSIONAIRE shall allow the COMMISSION to operate a check station and facilitate hunters' use of the campground and access to the Area during designated hunt periods. The CONCESSIONAIRE agrees that the COMMISSION may restrict certain otherwise normal concession activities during hunt periods in order to promote quality hunting and to limit those activities that the RWB determines are adversely affecting natural resources, or hunter experience and success. The COMMISSION shall determine in its sole discretion such limitations on CONCESSIONAIRE activities but such determinations shall not be arbitrarily or unreasonably exercised. The CONCESSIONAIRE shall allow one recreational vehicle site to be used by check station staff at no cost during hunting seasons.

Staffing Levels, Qualifications and Training

31. All agents and employees of the CONCESSIONAIRE shall possess all required licenses, appropriate qualifications and sufficient experience and training to carry out their assigned responsibilities relative to the provision of safe, enjoyable recreational and interpretive experiences. All CONCESSION agents and employees shall wear clothing or identification badges that identify them as such. CONCESSION agents and employees shall maintain a neat, professional appearance and courteous demeanor. The CONCESSIONAIRE shall maintain an adequate number of staff to provide all required services efficiently and effectively at all times.
32. The CONCESSIONAIRE shall document that all paddling guides and tour personnel have sufficient experience to safely lead groups of paddlers of varying abilities with the types of watercraft being used. Paddling guides shall possess American Canoe Association Instructor Certification, experience paddling on the creek, be capable of administering first aid and be prepared for area hazards and appropriate evacuation in case of emergency. Guides shall have all Coast Guard required equipment: tow line(s), basic first aid kits, maps, signaling devices, material and tools for temporary repairs, and a bailing device. Instructions to each tour group shall include at a minimum: weather forecast, route information, correct clothing, rendezvous point in event of separation, basic paddling strokes, wet exit procedures (in case of kayaks), traveling patterns (staying together), and local hazards. Tour personnel shall be capable of providing and shall provide accurate information about the creek and its natural and cultural history.

Camp Store

33. The CONCESSIONAIRE shall operate a camp store to provide information about the Area; provide merchandise for sale including food and soft drinks, ice, picnic supplies, fishing tackle and bait, camping supplies and other appropriate recreational equipment, and related clothing and sundries. The CONCESSIONAIRE shall not sell alcoholic beverages nor any item identified as prohibited by the COMMISSION by notice of the RWB. The CONCESSIONAIRE may offer fishing gear and tackle for rent from this location. The CONCESSIONAIRE shall maintain an adequate supply of any merchandise and rental equipment to accommodate visitors. All merchandise shall be of acceptable quality and be safe and clean. No tasteless or offensive materials shall be displayed.

FEE STRUCTURE

34. The CONCESSIONAIRE shall collect public use fees for camping, tours and other CONCESSIONAIRE provided services, and for all products sold through the camp store. The fee structure for services shall include, but not be limited to, the amount to be charged for day use, boat launching, overnight camping in designated primitive campsites, RV sites with full services, RV sites with pads only, canoe and kayak rental (full day, half-day and hourly), canoe and kayak livery service to Burnt Bridge and Ingram's Crossing, paddling tours, fishing gear rentals, and other services approved by the COMMISSION. The amount charged for such services may not exceed the amounts set forth in the CONCESSIONAIRE'S response to the FWC Request for Proposals (Exhibit __), unless the amount of the fee is revised by agreement of the COMMISSION through an amendment to this Agreement pursuant to paragraph 4 of this Agreement.
35. The CONCESSIONAIRE agrees that prices and fees charged for products sold through the camp store, or other items not specified in Exhibit __ shall be consistent with prices charged by similar businesses for similar merchandise and services in the general vicinity of the Area. General vicinity is defined as within approximately 15 miles of the site entrance or the average of the nearest five vendors offering such services or merchandise. The closer to the Area, the more valid the comparison shall be for similar businesses. The COMMISSION shall have the final right of approval for all such prices and fees, but said right shall not be arbitrarily or unreasonably exercised.

OPERATIONAL COSTS/PROCEDURES

Drinking Water and Wastewater Treatment Plant

36. Following start-up of potable drinking water supply and wastewater treatment plant by the COMMISSION, the CONCESSIONAIRE shall be responsible for the operation of the drinking water supply and wastewater treatment plant in accordance with all local, state and federal, laws, permits, guidelines and requirements. The treatment facilities must be operated and maintained by a Certified Drinking Water and Wastewater Treatment Operator in accordance with Department of Environmental Protection regulations and guidelines. Required testing shall be the responsibility of the CONCESSIONAIRE.

The CONCESSIONAIRE shall provide the Commission with a copy of the payment schedule agreement between the Concessionaire and the licensed drinking water/wastewater treatment plant operator. The Concessionaire is required to ensure uninterrupted drinking water/wastewater treatment plant services by providing timely payment to the plant operator per their agreed to payment schedule. The Concessionaire shall submit a copy of proof of payment (authenticated paid-in-full receipt) to the COMMISSION within 5 working days of receiving the paid-in-full receipt.

Within five (5) working days from the end of each month the CONCESSIONAIRE shall submit to the COMMISSION all inspection/test reports received from the certified plant operator along with a copy of each page for that month's daily maintenance log. The paid in full receipt, inspection/test report(s) and daily maintenance log book copies will be submitted directly to the Florida Fish and Wildlife Conservation Commission's Terrestrial Habit Conservation Restoration's Section Leader's Office at address below:

Florida Fish and Wildlife Conservation Commission
Attn: Terrestrial Habitat Conservation and Restoration, Section Leader, M/S 10
620 South Meridian Street
Tallahassee, FL 32399-1600

The proper operation of both the Drinking Water Plant and Wastewater Treatment Plant is a public health and safety requirement. Failure by the CONCESSIONAIRE to maintain uninterrupted service and/or submitting supporting report documentation is a breach of contract and may lead to immediate termination of the Contract and or liability on the part of CONCESSIONAIRE.

Repairs

37. Minor repairs to the campground facilities costing less than \$1000 per occurrence shall be the responsibility of the CONCESSIONAIRE.

Environmental Protection Plan

38. The CONCESSIONAIRE shall use only biodegradable pesticides, unless approved in advance by the RWB. All cleaning and maintenance supplies (chemicals and compounds) and all insecticides, rodenticides and herbicides shall be used according to the manufacturers' labeling and directions. The CONCESSIONAIRE shall not use any pesticide identified by the RWB as inappropriate for the Area, and shall obtain prior written approval for use of any herbicides. Prior to the first day of operations under this Agreement, the CONCESSIONAIRE shall provide a draft Environmental Protection Plan for evaluation by the RWB. This plan shall cover all operations and shall include, but not be limited to: 1) use of recyclable or biodegradable materials where possible; 2) procedures to minimize negative impacts on natural resources; 3) recycling and reducing solid waste; 4) waste management; and 5) cleaning and maintenance supplies/compounds, insecticides, rodenticides and herbicides. A final plan that incorporates all comments from the COMMISSION shall be approved by the RWB and shall be implemented within the first 30 days of operation under this Contract.

Safety

39. The CONCESSIONAIRE shall be solely responsible for the safety of its agents, employees, customers and invitees, whether on the Campground, in the WMA, or on roads and access points in or around the WMA. The CONCESSIONAIRE'S indemnity under this Agreement shall include, but not be limited to, the activities of CONCESSIONAIRE'S customers and invitees no matter where located within the WMA or adjacent areas.
40. Prior to the first day of operations under this Agreement the CONCESSIONAIRE shall provide the COMMISSION detailed plans for Campground and Livery Service Security, Safety Practices and Emergency Procedures. This plan must be approved by the RWB and implemented prior to the first day of operation under this Contract and shall be revised and reviewed by the RWB at least once a year thereafter. This plan shall include guidelines for all aspects of the concession operation with special attention to traffic control, first aid, security, fire prevention and water-related activities and equipment. A

section of the Safety Plan shall be devoted to Emergency Action that shall cover proper preparations and responses to all natural and man-caused disasters. The CONCESSIONAIRE shall provide, at its expense, a telephone for emergency use and shall post a number where the CONCESSIONAIRE may be contacted after hours in case of an emergency. This emergency contact number shall also be provided to local law enforcement officials. The CONCESSIONAIRE shall comply with the minimum standards and annual inspection requirements of the State Fire Marshall.

Maintenance of Grounds and Facilities

41. The CONCESSIONAIRE shall provide all custodial functions associated with the Fisheating Creek Campground grounds, campsites, the camp store and all restroom facilities on the Area.
42. The CONCESSIONAIRE shall maintain the premises and all appurtenant structures and improvements in clean, sanitary, and good order, and in a safe condition, satisfactory to the RWB. All costs related thereto (e.g., mowing, painting, plumbing, electrical and minor road and fence repairs) shall be borne by the CONCESSIONAIRE. The CONCESSIONAIRE accepts all real and personal property (if any), including the Campground and all the facilities, structures and improvements “as is”, without any warranties or representations whatsoever.
43. The CONCESSIONAIRE shall inspect bathhouses twice each day and clean as needed to maintain clean, sanitary conditions. Facilities shall be stocked with paper supplies at all times. Temporary toilet facilities shall be installed to meet peak use periods as necessary.
44. The CONCESSIONAIRE shall mow with sufficient frequency to maintain grass at a height of no more than four (4) inches. Litter shall be removed daily from all concession facilities and grounds within the Fisheating Creek Campground and day use area. All roofs shall be kept free of pine needles, leaves and other debris.
45. The COMMISSION will perform site inspections using Attachment 4, Campground Facilities Checklist. The CONCESSIONAIRE shall have 48 hours to remedy maintenance or custodial problems upon notice from the COMMISSION, and for which Attachment 4 may be used. If the CONCESSIONAIRE fails to correct the problem within 48 hours, the COMMISSION may contract services to correct the problem at the CONCESSIONAIRE’s expense.

IMPROVEMENTS/EXPANSION OF FACILITIES

46. All aspects of any expansion or improvement to existing facilities must be approved by the COMMISSION in writing prior to any work being started. Any costs associated with structural or other expansion shall be the responsibility of the CONCESSIONAIRE unless approved otherwise in writing by the COMMISSION. The COMMISSION may, in its sole discretion, make improvements and renovations to existing facilities. All construction and alterations of facilities proposed by the CONCESSIONAIRE must meet and comply with all applicable federal, state, county, and local laws, rules, and codes including but not limited to the Americans With Disabilities Act. The CONCESSIONAIRE is responsible for applications and all costs associated with required licenses, permits and other approvals.

The COMMISSION may in its sole discretion require the submission of architectural or engineering plans and drawings that include details on lay out, floor plan, elevations, material specifications, landscaping, plumbing, electrical, mechanical and other utility systems prior to approving construction projects.

PERMITS AND LICENSES

47. The CONCESSIONAIRE shall obtain all permits and licenses necessary or appropriate for conducting the business related to this Contract, and shall comply with all laws relating to agents, subcontractors and employees of the CONCESSIONAIRE. All required permits and licenses must be obtained prior to commencement of any operation by the CONCESSIONAIRE. A copy of each permit or license shall be provided to the COMMISSION on or before the date the CONCESSIONAIRE opens for business.

PAYMENT OF TAXES, ASSESSMENTS, AND UTILITY FEES

48. The CONCESSIONAIRE shall have responsibility for all liabilities that accrue to the premises or improvements thereon, including any and all drainage and special assessments or taxes of every kind which may hereafter be lawfully assessed and levied against the CONCESSIONAIRE or its interest under this Agreement during the term of the Agreement. In addition, the CONCESSIONAIRE shall pay all charges for the furnishing of gas, electricity, water, or other utilities to the premises.

PRIDE

49. It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Contract, shall be purchased from the Corporation identified under Chapter 946, F.S. if available, in the same manner and under the same procedure set forth in Sections 946.515(2), (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of the Contract, shall be deemed to be substituted for the COMMISSION insofar as dealing with said corporations are concerned. The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES & DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
5540 Rio Vista Drive
Clearwater, Florida 34620-3107
Telephone Number: 727/535-4900

RELATIONSHIP OF PARTIES

50. It is understood that an employer-employee relationship does not exist between the COMMISSION and the CONCESSIONAIRE, the CONCESSIONAIRE being an independent contractor.
51. The parties agree that there is no conflict of interest or any other prohibited relationship between the CONCESSIONAIRE and the COMMISSION.

REPRESENTATIONS

52. The COMMISSION and the CONCESSIONAIRE stipulate that neither of them have made any representations except such representations as are specifically contained within this CONCESSIONAIRE Contract and each party acknowledges reliance on its own judgment in entering into the CONCESSIONAIRE Contract. The COMMISSION and the CONCESSIONAIRE further acknowledge that any payments or any representations not specifically referenced in this Agreement are of no binding effect and have not been relied upon by either party in its dealings with the other in entering into this CONCESSIONAIRE Contract.

BREACH AND TERMINATION

53. The COMMISSION and CONCESSIONAIRE shall faithfully execute the covenants and agreements set forth in this Contract. The Contract may be terminated in accordance with the following:
- a. The Contract shall terminate if mutually agreed upon in writing by both parties. If the CONCESSIONAIRE submits a request to terminate this Contract less than nine (9) months before the contractual termination date, the COMMISSION may impose a fee of five percent (5%) of the average monthly fee (average of the previous 12 monthly payments), for each month remaining in the current term of this Agreement.
 - b. This Contract may be terminated by the COMMISSION, for any reason including but not limited to the convenience of the COMMISSION, by the giving of notice to the CONCESSIONAIRE at least 90 days prior to the date of termination.
 - c. The Contract shall terminate immediately upon the COMMISSION giving written notice to the CONCESSIONAIRE in the event the CONCESSIONAIRE is convicted (whether or not adjudication is withheld), of any felony under state or federal law, relating in any way to the use, operation or management of the property; or if the Area is used for criminal purposes where the CONCESSIONAIRE knows, consents, or should through exercise of reasonable judgment have known, of such use. This Contract shall terminate immediately upon the COMMISSION giving written notice to the CONCESSIONAIRE in the event of fraud, willful misconduct or intentional breach of this Contract.
 - d. This Contract shall terminate upon the COMMISSION giving written notice to the CONCESSIONAIRE in the event the revenue payment is not paid when due. Such termination is at the option of the COMMISSION.
 - e. This Contract shall terminate upon the COMMISSION giving written notice to the CONCESSIONAIRE, in the event the CONCESSIONAIRE, his agents or employees fail to abide by any applicable law, rule and or ordinance.
 - f. The COMMISSION at its option may allow up to thirty (30) calendar days to correct a breach of this Contract.
 - g. Upon expiration or any termination of this Contract, the CONCESSIONAIRE shall promptly render to the COMMISSION all property belonging to the COMMISSION.

For the purpose of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

NO WAIVER OF BREACH

54. The failure of the COMMISSION to insist, in any one or more instances, upon strict performance of any one or more of the covenants, terms and conditions of this Contract shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect; and no waiver of the COMMISSION of any of the provisions of this Contract shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the COMMISSION.

INDEMNITY

55. The CONCESSIONAIRE shall save, hold harmless and indemnify the State of Florida, the COMMISSION, and Lykes Brothers, against any and all liability, claims, judgments or costs of whatsoever kind and nature for any injury to, or death of any person or persons, and for loss or damage to any property, resulting from, arising out of, or relating to the CONCESSIONAIRE's (or its agent's or employee's) acts or omissions, wherever occurring. The CONCESSIONAIRE shall investigate any and all claims of every nature, at its own expense. Nothing contained in this Contract shall be deemed to constitute a waiver of sovereign immunity on the part of the COMMISSION or to affect, limit, or reduce the protection afforded the COMMISSION under the provisions of Section 375.251 and Section 768.28, F.S. or the doctrine of sovereign immunity.

INSURANCE REQUIREMENTS

56. Workers' Compensation

To the extent required by law, the Contractor will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of his employees not otherwise protected.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

57. Vendor's Public Liability and Property Damage Insurance

The vendor shall secure and maintain, during the life of this contract, comprehensive general liability insurance as shall protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage which may arise from operations under this contract whether such operations be by vendor or by vendor's agents or employees in the amount that such insurance shall be the minimum limit as follows:

1. Bodily Injury Liability - \$300,000 each incident
2. Property Damage Liability (other than automobile) - \$100,000 each incident
3. Automobile Liability- \$2,000,000 combined limits for bodily injury and property damage

58. The vendor hereby agrees to indemnify and hold the Commission harmless from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with any activities conducted under this contract and shall investigate all claims of every nature at its expense. In addition, the vendor agrees to be responsible for any injury or property damage resulting from any activities conducted under this agreement.

The Commission shall be named as Certificate Holder and Lykes Brothers shall be named and noted on the certificate as additional insured under all such insurance policies. Failure to provide proof of insurance or to maintain the insurance current during the contract may be grounds to find the Vendor in default, which could include; cancellation of the contract, and/or the Vendor's removal from the FWC approved vendor list for future solicitations.

The Commission shall be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or sub-contractor providing such insurance.

The Contractor shall provide and maintain the insurance as set forth in this contract and shall not cause this coverage to lapse for any reason during the life of the contract.

CERTIFICATE OF INSURANCE

59. The Contractor agrees to supply proof of insurance to the Commission's Tallahassee Purchasing Office within seven (7) calendar days after execution of the contract, with the types and coverage outlined herein by the Commission. The proof of insurance must contain the RFP number and Contract number and all insurance policies shall be through insurers authorized or eligible to write policies in Florida. Copies are acceptable and can be faxed to (850) 921-2500.

PROHIBITION AGAINST LIENS

60. The CONCESSIONAIRE shall not cause or suffer any lien to be filed against the Campground premises or COMMISSION. If any mechanics lien is filed for labor or

materials furnished or to be furnished to the CONCESSIONAIRE, such lien shall be discharged by the CONCESSIONAIRE within thirty (30) days after the date of filing.

RIGHT OF INSPECTION AND ACCESS

61. The leased premises and the operation of the facilities and services thereon shall be subject to inspection at any time by the COMMISSION to insure strict compliance with the terms of the Contract. The CONCESSIONAIRE agrees to permit travel through and across the premises by representatives of state, federal or local governments at any time for any reason in the pursuit of official business.

CANCELLATION UNDER CHAPTER 119, FLORIDA STATUTES

62. This Contract may be unilaterally canceled by the COMMISSION for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.

PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS

63. All records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

RECORDS AND RIGHT OF AUDIT

64. The CONCESSIONAIRE shall maintain complete and accurate records as specified in the attached "Minimum Accounting Requirements" Attachment 1. Such records must provide a clear audit trail of all receipts and disbursements and the CONCESSIONAIRE agrees to keep such additional records as the COMMISSION deems necessary to adequately reflect the operations conducted on the premises. The CONCESSIONAIRE shall be required to furnish the COMMISSION certified copies of his statement of Monthly Gross Revenues (Attachment 2) including receipts of adjustments for returns and allowances, due by 20th day of following month, and profit/loss from the operations authorized by the Contract (Attachment 3), due within sixty (60) days after the end of the COMMISSION's fiscal year.
 - a. The COMMISSION shall have the right and authority to audit all records, documents, automated records, and books pertaining to the CONCESSIONAIRE operation. Such audit shall be conducted at locations and at a frequency determined by the COMMISSION and communicated to the CONCESSIONAIRE. CONCESSIONAIRE agrees to provide all necessary documentation for the audit at the designated place within fifteen (15) days after the COMMISSION's notice is received and any additional documentation requested during the audit.
 - b. Records of original entry, source documents and all records pertaining to revenues and expenditures of this Contract shall be retained for a period of five (5) years in auditable condition, except that such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit that started prior to the

expiration of the five (5) year retention period. The retention period commences from the date of submission of the annual gross revenues statement required above.

- c. COMMISSION shall be notified and provided a copy of any audit performed by any other state or federal agency (e.g., Department of Revenue or Internal Revenue Service).

NO THIRD PARTY RIGHTS

- 65. The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

NON-DISCRIMINATION

- 66. No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract, or in the operations of the CONCESSIONAIRE.

PROHIBITION OF UNAUTHORIZED ALIENS

- 67. The employment of unauthorized aliens by the CONCESSIONAIRE is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the CONCESSIONAIRE knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The CONCESSIONAIRE shall be responsible for including this provision in all subcontracts with private organizations issued as a result of the Contract.

PUBLIC ENTITY CRIMES

- 68. In accordance with 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

PROHIBITION OF DISCRIMINATORY VENDORS

- 69. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SEVERABILITY; CHOICE OF VENUE; WAIVER OF JURY TRIAL

70. This Contract has been delivered in the state of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection with this Agreement, in law or equity, shall be brought in Leon County, Florida. As consideration of this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with the Contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties hereto have caused this Contract to be executed through their duly authorized signatories on the date and year last written below.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Kenneth Haddad
Executive Director

Witness

Date

Witness

Approved as to form and legality:

FWC Attorney

The foregoing Contract was acknowledged before me this ____ day of _____, 2010,

by _____.

My Commission Expires

Notary Public

CONCESSIONAIRE

Name

Witness

Title

Witness

Date

The foregoing Contract was acknowledged before me this ____ day of _____, 2010,

by _____.

My Commission Expires

Notary Public

ATTACHMENT 1

MINIMUM ACCOUNTING REQUIREMENTS

The CONCESSIONAIRE must comply with the general minimum accounting requirements and the minimum accounting requirements of at least one of three methods of accounting for gross sales detailed in this attachment. Every sale must be accounted for by use of electronic cash registers, prenumbered receipts or prenumbered tickets unless the CONCESSIONAIRE has received prior written authorization from the COMMISSION to use some other method.

Minimum Accounting Requirements Regardless of Method Used to Document Sales

- (a) Sales receipts must always be offered to customers regardless of the amount involved. Sales receipts may be in the form of cash register slips, prenumbered receipts or prenumbered tickets depending on the method employed to document sales. Signs reminding customers to ask for a receipt must be conspicuously posted at or near all collection stations.
- (b) The CONCESSIONAIRE must establish and maintain bank accounts (checking, savings, etc.) that are used solely for contract operations.
- (c) Daily entries to account for gross sales and sales tax collections by point of sale/collection station location must be made to a ledger or journal (automated entries & ledgers acceptable). Entries must equal amounts deposited by period. All adjustments to gross sales, such as customer refunds, must be recorded in the ledger/journal using a separate entry. Source documents such as daily cash register tapes, CONCESSIONAIRE's copy of prenumbered receipts and use schedules for prenumbered tickets must be retained to support recorded gross sales and sales tax collections. Adjustments to gross sales must be supported by source documents such as customer signed receipts and canceled checks.
- (d) Refunds and purchases must always be made by check or through use of an imprest (petty cash) fund. The imprest fund, if used must always be replenished by check. Only under extremely unusual circumstances may daily receipts be used to make purchases or refunds. If daily receipts are used to make refunds or purchases, the CONCESSIONAIRE must document both the occurrence and the reason.
- (e) Customer refunds must always be supported by customer signed documents and canceled checks payable to either the customer or the imprest fund.
- (f) Purchases must always be supported by vendor invoices and canceled checks payable to either the vendor or the imprest fund.
- (g) All checks written on the CONCESSIONAIRE's checking account, whether voided or not, must be retained.
- (h) Duties associated with handling, recording, and reconciling receipts and disbursements should be assigned to different employees whenever possible. Employees who handle cash or cash-like items should be adequately supervised.

Acceptable Methods of Documenting Sales and Minimum Accounting Requirements

1. Electronic Cash Registers

At a minimum, the register must:

- a) Have a visual display that faces customers.
- b) Produce customer's copy of sales receipt.
- c) Contain a locked-in tape and sequential numbering system for such tapes.
- d) Record and accumulate sales and sales tax amounts.

Contract management must:

- a) Clear or close all cash registers at the end of the day (tapes must be retained).
- b) Approve all refunds and voids or delegate this duty to an employee who normally does not handle cash.

At a minimum, customer refunds must be documented by customer signed sales slips indicating receipt of the refund. If the customer does not have his copy of the sales receipt, a prenumbered refund receipt signed by the customer must be issued (see minimum requirements for prenumbered receipts.).

2. Prenumbered Receipts

At a minimum, prenumbered receipts must:

- a) Be designed to capture all pertinent sales data, such as: date, customer's name, items purchased, amount of sale, amount of sales tax collected, total collected and salesperson's name or initials.
- b) Be at least two copied (customer and record copy), each clearly identified.
- c) Have a numbering sequence that is continuous and does not repeat itself any more often than every three years. Numbering sequence must be supported by vendor's invoice at a minimum.
- d) Be issued to customers sequentially; any breaks in the numbering sequence must be explained.

Contract management must:

- a) Retain the record copy of all issued receipts and all copies of voided receipts.
- b) Maintain a work sheet or schedule that reports the numbering sequences of receipts used and money collected by day.
- c) Provide adequate security over unused receipts and periodically inventory these receipts (at least every six months).

At a minimum, customer refunds should be documented by the customer's signature on the original prenumbered receipt. If the customer does not have the original prenumbered receipt (his copy), a prenumbered refund receipt must be issued.

3. Prenumbered Tickets

At a minimum, prenumbered tickets used for fixed fee uses must:

- a) Clearly state the name of the product or service purchased (e.g. camping fee, boat rental fee, guided tour fee) and the sales tax and total amount collected.
- b) Have a numbering sequence that is continuous and does not repeat itself any more often than every three years. Numbering sequence must be supported by a vendor's invoice at a minimum.
- c) Be issued to customers sequentially. Any breaks in the numbering sequence must be explained.

Contract management must:

- a) Maintain a worksheet or schedule which reports the numbering sequence of tickets used and money collected by day.
- b) Provide adequate security over unused tickets and periodically inventory these tickets (at least every six months).
- c) Provide adequate supervision over employees to gain assurance that previously issued tickets are not resold.

At a minimum, customer refunds must be documented by customer signed tickets indicating that the customer received a refund. If the customer does not have his ticket, a prenumbered refund receipt must be issued (see minimum requirements for prenumbered receipts).

4. Vending Machine Sales

At a minimum, cash receipts removed from vending machines must be reconciled, once a month, with the receipts expected from the sold or depleted inventory. As an alternative, counters could be installed on machines. Counters shall identify quantities sold which can be reconciled to cash receipts.

ATTACHMENT 2
MONTHLY REPORT OF CONCESSION GROSS SALES
(due by 20th day of following month)

AREA: _____ DATE: _____

CONCESSIONAIRE NAME: _____

PERIOD COVERED: FROM _____ TO _____

POINT OF SALE/LOCATION OF CASH RECEIPT	GROSS SALES SUBTOTAL
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

If additional space is required, attach second form

Total Gross Sales	\$ _____
Monthly Commission Revenue Payment/ _____ % of Gross	\$ _____
Other Payments (identify) _____	\$ _____
Total Payable	\$ _____

CERTIFICATION: I certify that this monthly sales statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the accounting records.

_____ Signature of CONCESSIONAIRE	_____ Date
--------------------------------------	---------------

_____ Signature of Accountant	_____ Date
----------------------------------	---------------

Accountant Name

ATTACHMENT 3
PROFIT AND LOSS STATEMENT FOR 20__
(due quarterly 1st year and within 60 days after close of Commission fiscal year thereafter)

CONCESSIONAIRE _____ Area _____

	<u>Gross Sales</u>	<u>Commission Paid</u>	<u>Operating Expense</u>	<u>+Profit -Loss</u>
1. Food, Drink and Retail Sales	_____	_____	_____	_____
Comments:				
2. Rental of Equipment	_____	_____	_____	_____
Comments:				
3. Tours	_____	_____	_____	_____
Comments:				
4. Other (identify)	_____	_____	_____	_____
Comments:				
TOTAL:	_____	_____	_____	_____

Prepared by: _____

Capacity: _____

Date submitted: _____

CERTIFICATION: I certify that this annual profit and loss statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the accounting records.

Signature of CONCESSIONAIRE

Date

Attachment 4
Campground Inspection Checklist

INTERVAL	ITEM	DATE CHECKED	COMMENTS
MONTHLY	CAMPSITE CONDITION		
	MOWING		
	LITTER		
	ROADS		
	N.BATHHOUSE FLOOR		
	N. BATHHOUSE TOILETS		
	N. BATHHOUSE SHOWERS		
	N. BATHHOUSE LITTER		
	N. BATHHOUSE SINKS		
	N. BATHHOUSE EXIT SIGNS		
	STRUCTURE ROOFS		
	N. BATHHOUSE WALLS		
	S. BATHHOUSE FLOOR		
	S. BATHHOUSE TOILETS		
	S. BATHHOUSE SHOWERS		
	S. BATHHOUSE LITTER		
	S. BATHHOUSE SINKS		
	S. BATHHOUSE EXIT SIGNS		
	STRUCTURE ROOFS		
	S. BATHHOUSE WALLS		
	PERMITS FOR OVERFLOW WEEKENDS		
	MONTHLY PAYMENTS MADE		

QUARTERLY	RENTAL CRAFT CLEAN		
	PFD'S IN GOOD CONDITION		
	PFD SIZE VARIATIONS		
	CLEANING SUPPLIES ACCORDING TO ENVIRONMENTAL PROTECTION PLAN (EPP)		
	PESTICIDES ACCORDING TO EPP		
	COMPLAINTS RECEIVED		
	RENTAL UNITS CLEAN		
	RENTAL UNITS STRUCTURALLY SOUND		
	RENTAL UNITS FIRE ALARMS		
	PERSONNEL AND TOUR GUIDES COMPLY WITH EMPLOYEES APPEAR WELL TRAINED, WEARING IDENTIFICATION BADGES, COURTEOUS DEMEANOR		

	ADEQUATE NUMBER OF STAFF		
	TELEPHONE AT THE STORE IN WORKING CONDITION		
	PROFIT AND LOSS REPORT AND VISITATION RECORDS SUBMITTED		

ANNUAL	OPERATIONAL LICENSE		
	OCCUPATIONAL LICENSE		
	TAXES AND ASSESSMENTS		
	UTILITIES		
	GL AND WC INSURANCE		
	AUTO INSURANCE		

UN-ANNOUNCED	ENTRANCE OPEN 5 AM TO 10 PM 365 DAYS PER YEAR		
	TOURS OFFERED 1 PER DAY NOT TO EXCEED 9 PERSONS		
	LIVERY COMPLIANCE WITH WATER LEVEL REQUIREMENTS		
	MARKETING MATERIALS APPROVED BY RWB		
	FEES MATCH CONTRACT AGREEMENT		
	25 CANOES AND KAYAKS AVAILABLE		
	CANOES AND KAYAKS IN GOOD CONDITION		
	PERSONNEL AND TOUR GUIDES COMPLY WITH PARAGRAPH 32,33,34, AND 35		
	LIVERY SERVICE NOT TRANSPORTING HUNTING GEAR		
	COMPLAINTS FROM PUBLIC		



Fisheating Creek Wildlife Management Area

Regulations Summary and Area Map
July 1, 2009 - June 30, 2010



A cooperative public wildlife and recreational area

Department of Environmental
Protection



Florida Fish and Wildlife
Conservation Commission
MyFWC.com

This brochure is designed to provide the public with information and a summary of regulations pertaining to hunting and other recreational use on the Fisheating Creek Wildlife Management Area. **Regulations that are new or differ substantially from last year are shown in bold print.** Area users should familiarize themselves with all regulations. For exact wording of the wildlife laws and regulations, see the Florida Fish and Wildlife Conservation Commission's wildlife code, on file with the Secretary of State and state libraries. This brochure, the Florida Hunting Regulations handbook and quota permit worksheets should provide the information necessary for you to plan your hunting activities. These publications are available from any Commission office, county tax collector and at MyFWC.com.

Persons using wildlife management areas are required to have appropriate licenses, permits and stamps. The following persons are exempt from all license and permit requirements (except for quota permits when listed as "no exemptions," recreational use permits, antlerless deer permits and the Migratory Bird Hunting and Conservation Stamp [federal duck stamp]): Florida residents who are 65 years of age or older; residents who possess a Florida Resident Disabled Person Hunting and Fishing Certificate; residents in the U.S. Armed Forces, not stationed in Florida, while home on leave for 30 days or less, upon submission of orders; and children under 16 years of age. Children under 16 years of age are exempt from the federal duck stamp. Anyone born on or after June 1, 1975 and 16 years of age or older must have passed a Commission-approved hunter-safety course prior to being issued a hunting license, except the Hunter Safety Mentoring exemption allows anyone to purchase a hunting license and hunt under the supervision of a licensed hunter, 21 years of age or older, for one year.

Hunting, trapping and fishing licenses, and management area, archery, muzzleloading gun, wild turkey and state waterfowl permits may be purchased from county tax collectors, license agents, at MyFWC.com/license or by telephone at 1-888-486-8356. A no-cost Migratory Bird Permit is available when purchasing a hunting license. Any waterfowl hunter 16 years of age or older must possess a federal duck stamp; available where hunting licenses are sold, at most post offices or at duckstamp.com. Americans with Disabilities Act accessibility information is available at MyFWC.com/ADA.

QUOTA PERMIT INFORMATION:

Archery - 20, no-cost, quota permits (no exemptions) for each of 2 hunts.
Muzzleloading Gun - 20, no-cost, quota permits (no exemptions) for each of 2 hunts.
General Gun - 20, no-cost, quota permits (no exemptions) for each of 2 hunts.
General Gun-Hog - 15, no-cost, quota permits (no exemptions).
Spring Turkey - 15, no-cost, quota permits (no exemptions) for each of 5 hunts.
Special-Opportunity Spring Turkey - 10, \$175, special-opportunity turkey permits (no exemptions) for each of 2 hunts.

Permit applications: Hunters must submit electronic applications for quota and special-opportunity permits through the Commission's Total Licensing System (TLS) at a license agent, county tax collector's office or MyFWC.com. Worksheets listing hunts, application periods, deadlines and instructions are available at county tax collector's offices, FWC offices or MyFWC.com. The first quota application period begins June 1 and worksheets will be available about two weeks prior. **Special-opportunity Spring Turkey** permit applications may be submitted September 8 through October 13.

Additional hunters: A quota permit holder (host) may bring only one additional hunter. This additional hunter must be a youth under 16 years of age, a youth supervisor (if quota permit holder is a youth), a mentor license holder, mentor license supervisor (if applicable) or guest permit holder. The additional hunter does not receive a separate bag limit. The host must share a bag limit with the guest and the host is responsible for violations that exceed the bag limit. The guest and host must enter and exit the area together and must share a street-legal vehicle while hunting on the area. The guest may only hunt while the host is on the area.

Guest permits: One guest permit may be issued for each archery, muzzleloading gun, general gun, wild hog, spring turkey and mobility impaired quota permit issued through the Commission's TLS. A guest permit is not issued to a youth under 16, a youth supervisor, a mentor license holder or a mentor license supervisor. A person is only eligible for one guest permit per hunt. Guest permits may only be obtained from license agents or county tax collector's offices. Guest permits may be obtained up to and during the last day of the hunt. Refer to the quota hunt worksheets for additional information.

Youth and mentor license holders: A youth hunter (less than 16 years of age) must be supervised by a person at least 18 years of age. A mentor license holder must be supervised by a licensed hunter at least 21 years of age. Unless exempt, only those supervisors with proper licenses and permits may hunt. If the supervisor is hunting during any hunt (not including special-opportunity) for which quota permits are issued, at least one person in the party must be in possession of a quota permit. During a hunt that allows exemptions, a non-exempt supervisor of a youth must have a quota permit to hunt. A non-hunting supervisor is allowed to accompany a youth or mentor license holder during any hunt (including special-opportunity).

Transfer of permits: Special-opportunity permits are transferable, except permits issued to persons exempt from paying permit fees are only transferable to another person exempt from paying permit fees. **Quota and guest permits are not transferable.** Except for youth under 16 years of

age, a positive form of identification is required when using a non-transferable permit. The sale or purchase of any quota permit, guest permit or antlerless deer permit is prohibited.

GENERAL AREA REGULATIONS:

All general laws and regulations relating to wild animal life or freshwater aquatic life shall apply unless specifically exempted for this area. Hunting or the taking of wildlife or fish on this area shall be allowed only during the open seasons and in accordance with the following regulations:

1. Any person hunting deer or accompanying another person hunting deer shall wear at least 500 square inches of daylight fluorescent-orange material as an outer garment, above the waistline. This is not required during an archery-only season.
2. Taking of spotted fawn, swimming deer or roasted turkey is prohibited. Species legal to take are listed under each season.
3. It is illegal to hunt over bait or place any bait or other food for wildlife on this area.
4. Driving a metal object into any tree, or hunting from a tree into which a metal object has been driven, is prohibited.
5. No person shall cut, damage or remove any natural, man-made or cultural resource without written authorization of the landowner or primary land manager.
6. Taking or attempting to take any game with the aid of live decoys, recorded game calls or sounds, set guns, artificial light, net, trap, snare, drug or poison is prohibited.
7. The wanton and willful waste of wildlife is prohibited.
8. Hunting, fishing or trapping is prohibited on any portion of the area posted as "CLOSED" to those activities.
9. People, dogs, vehicles and other recreational equipment are prohibited in areas posted as "Closed to Public Access" by FWC administrative action.
10. Taking or herding wildlife from any motorized vehicle, aircraft or boat which is under power is prohibited, until power and movement from that power, has ceased.
11. Most game may be hunted from one-half hour before sunrise until one-half hour after sunset (see exceptions under each season).
12. The release of any animal is prohibited, without written authorization of the landowner or primary land manager.
13. The head and evidence of sex may not be removed from the carcass of any deer or turkey on the area.
14. The planting or introduction of any non-native plant is prohibited, without written authorization of the landowner or primary land manager.
15. Wild hog may not be transported alive.
16. It is unlawful for any person to leave any garbage or refuse or in any way litter in the area.
17. It is unlawful to set fire to any forest, grass or woodlands. Fires other than campfires are prohibited.
18. A Fish and Wildlife Conservation Commission Law Enforcement Officer may search any camp, vehicle or boat, in accordance with law.

PUBLIC ACCESS AND VEHICLES:

1. Open to public access year-round.
2. Public access, other than on foot, bicycle or boat, is prohibited, except registered and licensed vehicles may be operated within the Palmdale campground. The use of any vehicle, including but not limited to all-terrain vehicles, tracked vehicles or motorcycles, is prohibited. The use of personal watercraft or horses is prohibited.
3. All persons shall enter and exit the area at a designated entrance.
4. Airboats may only be operated in the airboating area. A no-cost airboat use permit issued by the Commission is required for all airboats operating in the management area (561-625-5122).
5. Parked vehicles may not obstruct a road, gate or firelane.
6. No motor vehicle shall be operated on any part of any wildlife management area that has been designated as closed to vehicular traffic.

HUNTERS AND CHECK STATIONS:

1. Hunting equipment may be taken onto the WMA after 8 a.m. the day before the opening of a season and shall be removed by 6 p.m. one day after the end of the season.
2. Hunters shall check in and out at the check station and check all game taken when entering and exiting the area.
3. All hunters shall enter and exit the area at the Palmdale campground entrance, except special-opportunity turkey hunters shall use the U.S.

Highway 27 right-of-way entrance, provided they check in and out at the Palmdale campground check station.

4. No deer, wild hog or turkey shall be dismembered until checked at the Palmdale campground check station.
5. Check station hours are from 5 a.m. to 9 p.m., except during the spring turkey season when hours are 4:30 a.m. to 4:30 p.m.

GUNS:

1. All firearms shall be securely encased and in a vehicle, vessel, camper or tent, during periods when they are not a legal method of take. Persons in possession of a valid Concealed Weapon or Firearm License may carry concealed handguns.
2. Target practice is prohibited.
3. Hunting with a gun and light is prohibited.
4. Muzzleloading guns used for taking deer must be .40 caliber or larger, if firing a single bullet, or be 20 gauge or larger if firing two or more balls.
5. Children under the age of 16 may not be in possession of a firearm unless in the presence of a supervising adult.
6. No person shall have a gun under control while under the influence of alcohol or drugs.
7. For hunting non-migratory game, only shotguns, rifles, pistols, longbows (including compound and recurve bows), crossbows (during the general gun or spring turkey seasons or by permit) or falconry may be used.
8. For hunting migratory game, only shotguns, bow and arrow (not crossbows), and falconry may be used. Shotguns shall not be larger than 10 gauge and shall be incapable of holding more than three shells in the magazine and chamber combined.
9. Firearms using rimfire or non-expanding, full metal jacket (military ball) ammunition are prohibited for taking deer.
10. Fully automatic or silencer-equipped firearms, centerfire semi-automatic rifles having a magazine capable of holding more than five rounds, explosive or drug-injecting devices and setguns are prohibited.

DOGS:

1. Hunting with dogs is prohibited.
2. No person shall allow any dog to pursue or molest any wildlife during any period in which the taking of wildlife by the use of dogs is prohibited.
3. Dogs on leashes may be used for trailing wounded game.
4. For purposes other than hunting, dogs are allowed, but must be kept under physical restraint at all times.

CAMPING:

1. Primitive camping is allowed year-round throughout the area, except at the concessionaire-operated public campground in Palmdale, where camping is by permit only (available from the concessionaire) and only tents, trailers or self-propelled camping vehicles may be used for camping. Palmdale campground / canoe rental: 863-675-5999.
2. During hunting seasons, individuals are encouraged to camp at the Palmdale campground or at designated sites along Fisheating Creek.
3. Fires other than campfires are prohibited.

BAG AND POSSESSION LIMITS: During quota hunts, host hunter and guest must share all bag and possession limits.

1. Deer - One per quota permit.
2. Wild hog - No size or bag limit.
3. Turkey - One per permit. Daily limit 1, season limit 2.
4. Gray squirrel, quail and rabbit - Daily limit 12, possession limit 24 for each game species.
5. Raccoon, opossum, armadillo, beaver, coyote, skunk and nutria - No bag limits.
6. Migratory birds - See Migratory Bird Hunting Regulations pamphlet.

ARCHERY SEASON:

September 18-20 and 25-27 (west of U.S. Highway 27 only).

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, archery permit, migratory bird permit (if hunting migratory birds), and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Take - Any deer (except spotted fawn), wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to Archery Season - In addition to these regulations, all General Area Regulations shall apply. Hunting with firearms or

crossbows is prohibited, except that centerfire shotguns are allowed for hunting migratory birds when one or more species are legal to take (see Migratory Bird section and the current Migratory Bird Hunting Regulations pamphlet).

MUZZLELOADING GUN SEASON:

October 16-18 and 23-25 (west of U.S. Highway 27 only).

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, muzzleloading gun permit and migratory bird permit (if hunting migratory birds).

Legal to Take - Deer with at least one antler 5 inches or more in length, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to Muzzleloading Gun Season - In addition to these regulations, all General Area Regulations shall apply. Only muzzleloading guns are allowed for hunting, except that centerfire shotguns are allowed for hunting migratory birds when one or more species are legal to take (see Migratory Bird section and the current Migratory Bird Hunting Regulations pamphlet).

GENERAL GUN SEASON:

November 6-8 and November 27-29 (west of U.S. Highway 27 only).

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, migratory bird permit (if hunting migratory birds), and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Take - Deer with at least one antler 5 inches or more in length, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to General Gun Season - In addition to these regulations, all General Area Regulations shall apply.

GENERAL GUN HOG SEASON:

December 12-13 (west of U.S. Highway 27 only).

Permit, Stamp and License Requirements - Quota permit, hunting license and management area permit.

Legal to Take - Wild hog.

Regulations Unique to General Gun-Hog Season - In addition to these regulations, all General Area Regulations shall apply.

TRAPPING: Prohibited.

SPRING TURKEY SEASON:

March 6-9, 12-15, 19-22, 26-29 and April 2-5 (west of U.S. Highway 27 only).

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit and wild turkey permit.

Legal to Take - Bearded turkey or gobbler.

Regulations Unique to Spring Turkey Season - In addition to these regulations, all General Area Regulations shall apply.

1. Legal shooting hours are one-half hour before sunrise until 1 p.m.
2. Hunting other animals is prohibited.

SPECIAL-OPPORTUNITY SPRING TURKEY SEASON:

March 6-12 and 20-26 (east of U.S. Highway 27 only).

Permit, Stamp and License Requirements - Special-opportunity permit, hunting license and wild turkey permit.

Legal to Take - Bearded turkey or gobbler.

Regulations Unique to Special-opportunity Spring Turkey Season - In addition to these regulations, all General Area Regulations shall apply.

1. Legal shooting hours are one-half hour before sunrise until 1 p.m.
2. Hunting other animals is prohibited.

MIGRATORY BIRD SEASONS:

Rail, common moorhen, mourning dove, white-winged dove, snipe, duck, geese, coot, woodcock and crow may be hunted during seasons established by the Commission for these species (west of U.S. Hwy. 27 only).

Permit, Stamp and License Requirements - Quota permit (if hunting during any quota period), hunting license, management area permit, migratory bird permit, and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Take - See Migratory Bird Hunting Regulations pamphlet.

Regulations Unique to the Migratory Bird Seasons - In addition to these regulations, all General Area Regulations shall apply.

1. Hunting duck, geese and coot with lead shot is prohibited.
2. Centerfire shotguns are allowed for hunting during established area seasons when one or more migratory birds are legal to take.

FISHING AND FROGGING:

Allowed year-round.

Permit, Stamp and License Requirements - Fishing license (not required when frogging).

Legal to Take - See Florida Freshwater Fishing Regulations Summary.

Regulations Unique to Fishing and Frogging - All General Area Regulations and General Freshwater Fishing Regulations shall apply. Shooting frogs is allowed only during the listed open hunting seasons and only with the legal methods of take during each particular season.

GENERAL INFORMATION:

If you have any questions about this material, please call the Fish and Wildlife Conservation Commission at 561-625-5122 (TDD 800-955-8771).

COOPERATION REQUESTED:

If you see law violators or suspicious activities, contact your nearest Commission regional office or call 1-888-404-FWCC. You may qualify for a cash reward from the Wildlife Alert Reward Association.

The U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, sex or handicap. If you believe that you have been discriminated against in any program, activity or facility as described above, or if you desire further information, please write to: The Office for Human Resources, U.S. Fish and Wildlife Service, Department of the Interior, Washington, D.C. 20240. The project described in this publication is part of a program funded by federal dollars under the Wildlife Restoration Act. Federal funds pay 20 percent of the cost of the program.

**When you spot law violators or suspicious activities,
contact your nearest Commission regional office or
call**

1-888-404-FWCC

**You may qualify for a cash reward from the
Wildlife Alert Reward Association.**

**Order Your Hunting and Fishing License
by Phone...
Use Your Credit Card and Call**

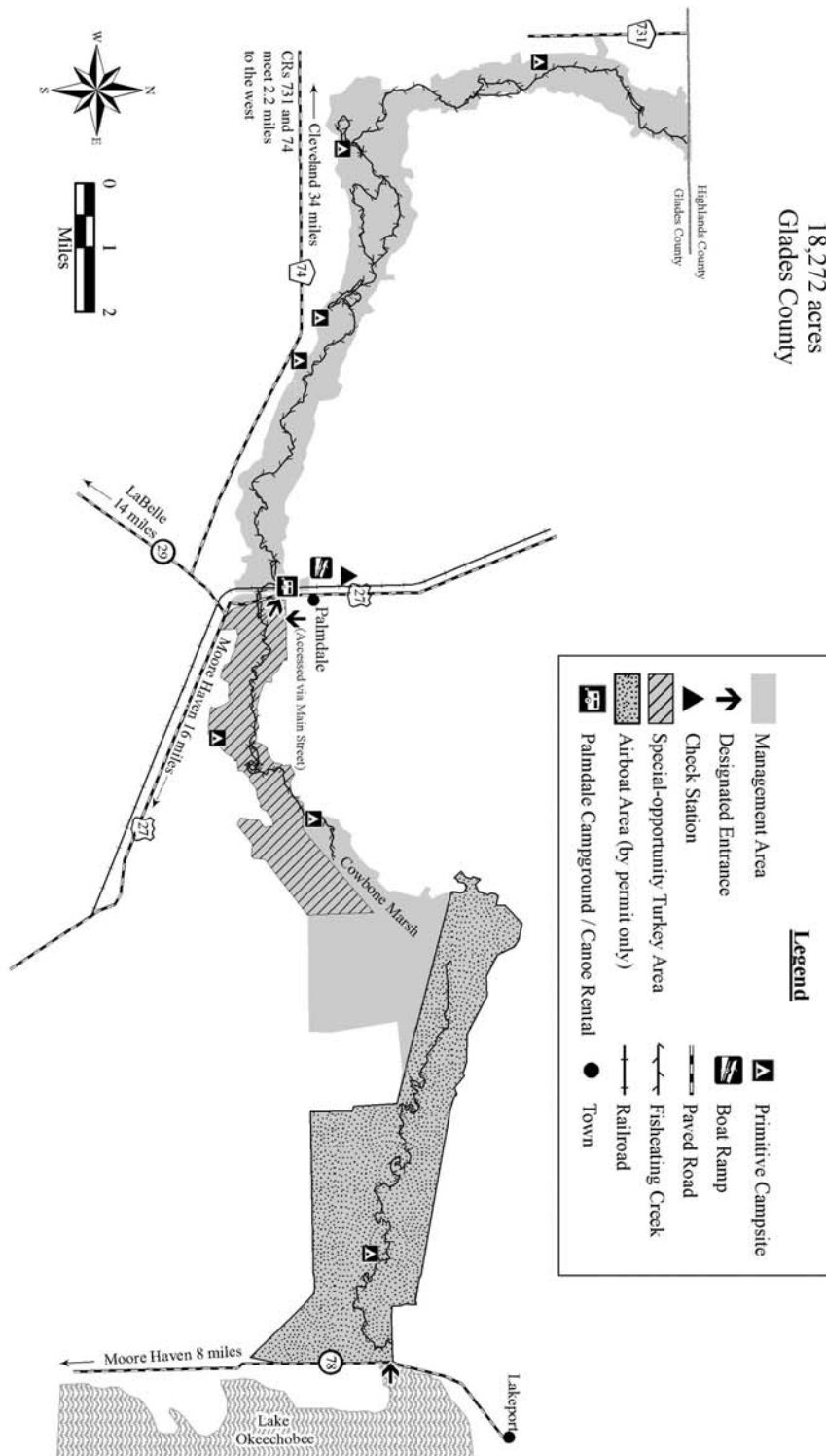
**1-888-HUNT-FLORIDA (486-8356) OR
1-888-FISH-FLORIDA (347-4356)**

(There is a vendor fee of \$3.95 per license.)



FISHEATING CREEK WILDLIFE MANAGEMENT AREA

18,272 acres
Glades County



SETTLEMENT AGREEMENT

This Settlement Agreement is dated as of May 25, 1999, by and among the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (hereinafter the "Trustees"), SAVE OUR CREEKS, INC., ENVIRONMENTAL CONFEDERATION OF SOUTHWEST FLORIDA, INC. (hereinafter "ECOSWF"), and LYKES BROS. INC. (hereinafter "Lykes").

RECITALS

WHEREAS, the Trustees, Save Our Creeks, Inc., ECOSWF, and Lykes are currently parties to litigation in Glades County styled Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Plaintiff and Save Our Creeks, Inc. and Environmental Confederation of Southwest Florida, Intervenor vs. Lykes Bros. Inc., a Florida Corporation (Case No. CA93-136, Circuit Court, 20th Judicial Circuit, Glades County, Florida) (hereinafter "the Litigation");

WHEREAS, on June 2, 1997, a Glades County jury determined that Fisheating Creek throughout Glades County, Florida is a navigable stream, and the trial court subsequently issued a Judgment on Title and Right to Immediate Possession which determined that title to Fisheating Creek up to the ordinary high water boundary was in the Trustees;

WHEREAS, an appeal of the jury verdict and the judgment is currently pending in the Second District Court of Appeal;

WHEREAS, the issue of the location of the ordinary high water boundary of Fisheating Creek throughout Glades County remains to be tried;

WHEREAS, each of the parties has devoted substantial time and resources in the litigation;

WHEREAS, the Trustees and Intervenor have investigated and surveyed the entirety of the Fisheating Creek course of Glades County upstream from Lake Port and within Glades County and have determined that there are no sovereignty lands outside of the Expanded Corridor, and specifically none on lands covered by Conservation Easements Phase I through V herein, and therefore, the Trustees are or may be offering to purchase said Conservation Easements over such lands;

WHEREAS, the Settlement Agreement would achieve the objectives of the parties in that it:

the Managing Agency. Grazing rights are also subject to conformance with the 1999 draft of the Water Quality Best Management Practices for cow calf operations, so that discharge from Fisheating Creek to Lake Okeechobee shall comply with applicable nutrient and other environmental standards. In the event Best Management Practices or permits for cattle grazing become required by law in the future, Lykes will comply with all applicable laws and regulations pertaining thereto. The Trustees reserve the right to limit the amount of grazing in order to deal with issues raised in the South Florida Water Management District's Lake Okeechobee Restoration Plan to the same extent the Trustees could restrict grazing on comparable grazing lands. Grazing rights within the Expanded Corridor are transferable and assignable to a single purchaser of adjacent upland, but shall not be transferable or assignable to multiple purchasers without the consent of the Trustees, which shall not be unreasonably withheld, so long as the Managing Agency is satisfied that the Expanded Corridor is managed so as to maximize the protection of the natural resource value of the lands in the Expanded Corridor.

8. Upon agreement with the Trustees as to purchase price, Lykes will convey to the State a Conservation Easement under section 704.06, Florida Statutes over the Phase I Conservation Easement lands as depicted on the map attached as Exhibit A which the parties stipulate encompasses approximately 41,606.5 acres. The Conservation Easement is attached as Exhibit B to this Settlement Agreement. The conservation easement was developed using a "snapshot" approach for determining the activities that Lykes may continue on the conservation easement lands. An easement documentation report will be produced which documents that "snapshot." This approach allows Lykes to maintain its traditional agricultural uses of the land, while ensuring that the current condition of the land and its natural resource values are preserved.

9. The Trustees, in consultation with Lykes, and with Lykes' concurrence as to the surveyor and the final boundary, will provide a metes and bounds survey of the perimeter of the Phase I Conservation Easement lands. The final price for the Phase I Conservation Easement lands will be determined based on this survey, and the parties agree that the final acreage shall not vary from the stated acreage in paragraph 7 by more than 3%. The cost of the survey shall be shared equally by Lykes and the Trustees.

10. Pursuant to section 704.06, Florida Statutes, the Trustees shall record the conservation easement in the Official Records of Glades County. The cost of documentary stamps shall be shared equally by Lykes and the Trustees.

11. Lykes will extend to the Trustees an option to purchase Phase II through V Conservation Easement lands as depicted on the map attached to this Settlement Agreement as Exhibit A. The Conservation Easement and Easement Management Plan shall be site specific for each option parcel. The option for Phase II must be exercised within 12 months and closed within 18 months of the closing of the Expanded Corridor and the Phase I Conservation Easement, unless extended by mutual consent. Subsequent options must be exercised within 12 months and closed within 18 months of closing of the prior phase. Lykes shall have the continuing option to decline to sell on exercise of such option if the price offered by the State is unacceptable to Lykes for any reason. Upon failure to exercise by the Trustees or upon Lykes refusal to accept price all future options expire. Lykes will not significantly change the use of the areas designated as Conservation Easement Phases II to V during the time while the Trustees' option to purchase conservation easements over these areas shall exist. In addition, in the event Lykes declines to sell a Conservation Easement to the USDA on Rainey Slough, or if said Conservation Easement is not perpetual, Lykes agrees that the part of Rainey Slough marked USDA on Exhibit A shall be included as part of the Phase IV Conservation Easement and Trustees agree that Lykes shall be compensated for whatever interest Trustees acquire.

12. Lykes recognizes that the Trustees are also interested in acquiring a conservation easement over an additional 17,280 acres, which lands are depicted as Future Potential Conservation Easement lands on the map attached as Exhibit A.

13. Lykes shall provide access to Fisheating Creek through Lykes' property at Burnt Bridge via County Road 74 and Ingram's Crossing via County Road 731 in order to facilitate canoeing on Fisheating Creek. Use of these additional access points by canoeists shall be under the control of the Managing Agency or its concessionaire. This access shall be documented in a recordable easement, the terms of which are sufficient to effectuate the purposes of the access and indemnify and hold harmless Lykes from claims by persons using such. The parties shall mutually agree to the terms of the easement, a copy of which is attached hereto as Exhibit C.

SECTION TWO COVENANTS OF THE TRUSTEES

14. The Trustees shall accept the quitclaim of Lykes' interests in 8,387.1 acres of land. The Trustees agree to make an offer to purchase the fee title to approximately 9,781.1 acres of land owned by Lykes and a conservation easement over approximately 41,606.5 acres owned by Lykes as more particularly described in Section One. The Trustees shall follow the

procedures contained in section 259.041, Florida Statutes, governing the acquisition of lands for conservation, preservation, and recreation purposes in arriving at the price for the fee-title lands and the conservation easement. The Trustees agree that, for purposes of settlement, no value will be assigned to the lands quitclaimed to the State. Acquisition of the fee title lands and the conservation easement is linked; the Trustees will not acquire one without the other.

15. The Trustees and Lykes shall equally share the agreed upon cost of surveying the boundaries of the Expanded Corridor and the Phase One Conservation Easement lands as described in Section One.

16. The Trustees will utilize their best efforts to ensure that Glades County promptly receives the payment in lieu of taxes provided for in section 259.032(12), Florida Statutes.

17. The Trustees will designate the Game and Fresh Water Fish Commission as the Managing Agency (herein "Managing Agency" or the "Commission") for the Expanded Corridor and as the Easement Monitor for Phase I Conservation Easement lands of the Fisheating Creek Ecosystem CARL Project.

18. The Trustees direct that the Expanded Corridor and the Phase I Conservation Easement lands shall be designated high need tracts pursuant to Section 259.032 (11) (c), Florida Statutes, to enable the Managing Agency to obtain sufficient management funds to ensure the adequate management of the Expanded Corridor and Phase I Conservation Easement lands as set forth in Exhibit D. This Funding shall provide for at least four law enforcement positions to provide adequate enforcement and security. Funding shall also provide for aquatic weed control and removal of obstructions to navigation to ensure that Fisheating Creek remains open for recreational boating throughout the Expanded Corridor.

19. The Trustees shall create a thirteen-member Advisory Board composed of one County Commissioner from Glades County, two representatives of Lykes Bros. Inc., two representatives from Save Our Creeks, Inc., two representatives from the Environmental Confederation of Southwest Florida, Inc., one representative from the Division of State Lands of the Florida Department of Environmental Protection, one representative from an environmental organization, two representatives of Lykes' lessees, one concerned citizen, and one representative of the Managing Agency if the agency desires to participate. The representatives shall be designated by their own organizations except for the concerned citizen and the representative of an environmental group who shall be designated by the Trustees from a list submitted by the Advisory Board.

SECTION THREE
MANAGEMENT AND USES OF THE FISHEATING CREEK EXPANDED CORRIDOR

20. The Trustees shall lease the Expanded Corridor to the Game and Fresh Water Fish Commission for management purposes.

21. Modifications of this lease require written notice to the parties to this Settlement Agreement, written agreement by the parties to the proposed modification, and action by the Trustees. Authorization to modify the lease shall not be delegated to staff of the Florida Department of Environmental Protection.

22. The Citizen Advisory Board created pursuant to paragraph 19 above may make recommendations to the Managing Agency as to future management issues involving the Expanded Corridor. The Managing Agency has no financial obligation to fund the activities of the Advisory Board.

23. The general public has the right to access the Expanded Corridor for boating and other recreational activities, other than hunting, from the Palmdale Campground and by the Main Street right-of-way in Palmdale. The general public also has the right to access the Expanded Corridor through existing public access points at Venus and Lakeport for boating and recreational activities other than hunting. Access to and use of the Expanded Corridor by motorized land vehicles is prohibited except for vehicular use necessary for the maintenance and management of the property by the Managing Agency or its agents, and by Lykes and its agents when necessary for fence maintenance and in accordance with paragraph 7. Security for the entire Expanded Corridor shall be provided solely by officers of the Commission.

24. The following recreational activities are allowed within the Expanded Corridor:

a. Hunting. Hunting shall be a permissible use in the entire Expanded Corridor upstream of Highway 27. The Commission will regulate the extent of hunting through rules adopted by the Commission. Members of the general public who possess firearms (which includes bows and arrows) must enter the Expanded Corridor through a Commission check point at Palmdale. Landowners adjoining the Expanded Corridor and their lessees and invitees, who possess a valid hunting permit to hunt within the Expanded Corridor, may enter the hunting area only with the prior approval and under conditions established by the Commission. Hunting will be prohibited throughout the entire Expanded Corridor in the area east of Highway 27 except for special opportunity spring turkey hunts conducted in an area between Highway 27 and a point between Rock Lake and the dividing line between sections 32 and 33 in Township 40 South, Range 31 East. The eastern boundary of the

special opportunity turkey hunts shall be located so as to provide a sufficient buffer for the current and historic swallow-tail kite colonies in Cowbone Marsh area. No guns shall be possessed in the Expanded Corridor except by hunters with a valid permit to hunt in a designated area, by participants in the feral hog control program but only in the area west of Highway 27, by Commission officers and their agents, and by Lykes' employees conducting necessary activities in accordance with paragraph 7. Hunting with dogs shall be prohibited.

b. Airboating: Airboating shall be permitted for sporting purposes including fishing and frogging in the area depicted on the map attached as Exhibit E, which restricts airboating to the area depicted on the map. The boundary depicted on this map may be adjusted to provide a one-mile buffer from the historic swallow-tail kite colony. The parties agree that the boundary of this airboating area will be clearly delineated and commit to cooperate in enforcing this restriction. Airboaters must obtain an airboat use permit from the Commission, which permit shall be valid for two years. The matter of appropriate airboating regulations in Cowbone Marsh will be revisited by the Commission in two years.

c. Fishing: Fishing shall be a permissible use throughout the entire Expanded Corridor.

d. Boating and Canoeing: The general public has the right to boat and canoe on Fisheating Creek throughout the entire Expanded Corridor. General public access is available as described in paragraph 23. To facilitate canoe access, Lykes has granted canoeists the right of access through Lykes property to Burnt Bridge and Ingram's crossing. Access through these additional access points shall be under the control of the Managing Agency, or its concessionaire if one is established. Landowners adjoining the Expanded Corridor and their lessees and their invitees may enter the corridor for boating and canoeing purposes directly from the adjoining lands. However, such access shall be limited to not more than two vessels for each adjacent landowner and for each of their lessees in any one day unless a permit is obtained from the Managing Agency for a larger number of vessels. No commercial use of adjoining landowner access shall be permitted.

e. Frogging: Frogging shall be a permissible use throughout the entire Expanded Corridor.

f. Wilderness Camping: Wilderness camping shall be a permissible use throughout the entire year in the entire Expanded Corridor.

g. Hiking: Hiking shall be a permissible use throughout the entire Expanded Corridor.

25. Resource Protection: The Managing Agency is directed to implement the following activities to ensure that the natural resource values of Fisheating Creek are maintained or enhanced in conjunction with the preservation of the historical Creek uses:

a. Protection of Historical and Archeological Sites. Historical or archeological sites within the Expanded Corridor shall be protected in coordination with the Department of State, Division of Historical Resources.

b. Protection of Navigation. The navigability of Fisheating Creek throughout the entire Expanded Corridor shall be maintained and enhanced through a navigation maintenance program which includes aquatic weed control and removal of fallen logs and similar obstructions. This section does not authorize dredging.

c. Protection of Ecological Values Through Prescribed Burning: The ecological values of the entire Expanded Corridor shall be preserved and enhanced through a program of prescribed burning where appropriate.

d. Protection of Ecological Values Through Feral Hog Removal: The Commission shall implement and manage a feral hog control program in the Expanded Corridor west of Highway 27 using up to 50 people local to Fisheating Creek in Glades and Hendry County based on traditional uses by local people. Only shotguns using #1 buckshot or larger shall be used in the feral hog control program. The Commission will set qualifications and conditions to assure the purposes of the program are effectuated to the maximum extent practicable. This shall in no way limit the Commission's authority to authorize and regulate hog hunting in the Expanded Corridor west of Highway 27. Control of feral hogs east of Highway 27 shall be conducted under the supervision of the Commission by means other than hunting. The hogs removed in this manner will be taken in as short a period as possible.

e. Protection of Ecological, Historical, Archeological and Recreational Values: The Commission is authorized to monitor grazing activities within the Expanded Corridor to ensure that such activities are in accordance with paragraph 7 and to ensure that the level of grazing is compatible with protecting the natural resource values of the land. The Commission may exclude grazing from limited areas where necessary to protect major camping areas or sites of historical or archeological significance. Any necessary fences will be paid for by the Commission.

f. Protection of Ecological Values Through Prohibition of Jet Skis and Jet Powered Watercraft: The Commission is directed to protect ecological values through prohibition of jet skis and jet powered watercraft.

**SECTION FOUR
MISCELLANEOUS**

26. Proration of Taxes. Ad valorem taxes will be prorated between the State and Lykes as of the date of closing.

27. Effective Date. This Settlement Agreement will become final upon the entry by the Glades County Circuit Court of a Consent Final Judgment in the pending Litigation. Lykes may decline to close the sale of the Expanded Corridor and the Phase I Conservation Easement if it determines that the price offered by the Trustees to purchase the fee title lands and the Phase I Conservation Easement lands is unacceptable and this Settlement Agreement shall become void. Either party may delay the closing until such time as a ruling is issued by the Second District Court of Appeal in Lykes' appeal of the determination of navigability and title to Fisheating Creek but not beyond November 30, 1999. Lykes may elect to abandon this Settlement Agreement in the event the Second District Court of Appeal reverses the trial court's navigability determination.

28. Promptly upon entry of the Consent Final Judgment the Parties will dismiss the Litigation with prejudice and give Lykes a release in the form attached to this Settlement Agreement as Exhibit F.

29. This Settlement Agreement constitutes the entire agreement of the parties and the same may not be amended or modified orally. All understandings and agreements heretofore had between the parties are merged in this Settlement Agreement which alone fully and completely expresses their understanding.

30. Any waiver, alteration, or modification of this Settlement Agreement shall not be valid unless in writing and signed by the parties hereto.

31. The parties hereto agree to execute any and all further instruments and documents and take all such action as may be reasonably required by either party to effectuate the terms and provisions of this Settlement Agreement and the transactions contemplated herein, except as otherwise permitted in paragraph 27 and the parties are authorized to record this Settlement Agreement in the property records of Glades County.

32. This Settlement Agreement and the rights and obligations of the parties herein shall inure to the benefit of and be binding on parties and their respective successors and assigns.

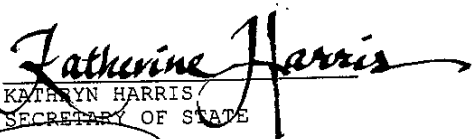
33. Enforceability. This Settlement Agreement may be enforced in circuit court by any signatory to the Agreement, but is not intended to create rights in third party beneficiaries.

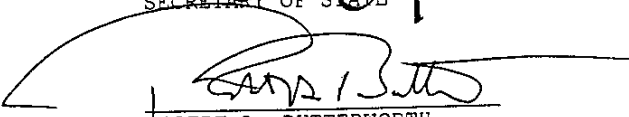
34. Closing. The appraisal process shall proceed immediately and the Trustees will enter price negotiations as soon as practical so that the Trustees and Lykes can enter a binding contract of purchase and sale on or before September 15, 1999, with closing as expeditiously as possible thereafter. These dates may be extended by mutual agreement of Lykes and the Trustees.

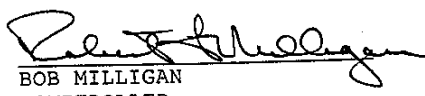
IN WITNESS WHEREOF, this Settlement Agreement has been executed on the day and year of the last signatory to the Agreement.

(SEAL)
BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE
OF FLORIDA

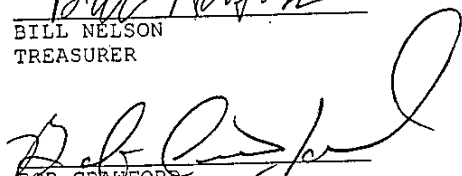

JEB BUSH
GOVERNOR

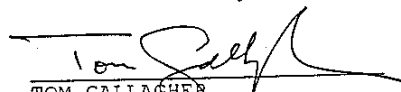

KATHERYN HARRIS
SECRETARY OF STATE


ROBERT A. BUTTERWORTH
ATTORNEY GENERAL


BOB MILLIGAN
COMPTROLLER

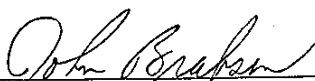

BILL NELSON
TREASURER


BOB CRAWFORD
COMMISSIONER OF AGRICULTURE

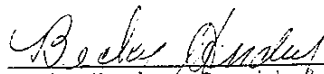

TOM GALLAGHER
COMMISSIONER OF EDUCATION

As and Constituting the BOARD OF
TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF
THE STATE OF FLORIDA

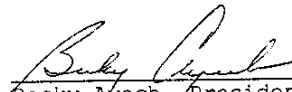
Date: May 25, 1999


JOHN BRABSON, CHAIRMAN
LYKES BROS. INC.

5/24/99



Becky Hendry, President
Save Our Creeks, Inc.
Date: 5/24/99



Becky Ayech, President
Environmental Confederation
of Southwest Florida, Inc.
Date: 5/24/99

EXHIBIT A

MAP OF FISHEATING CREEK

(PARAGRAPHS 2, 8, 11 & 12)

	25% Exceedance Line	8,387.1 ac.	} The Expanded Corridor
	Fee Land	9,781.1 ac.	
	Phase I Conservation Easement	41,606.4 ac.	

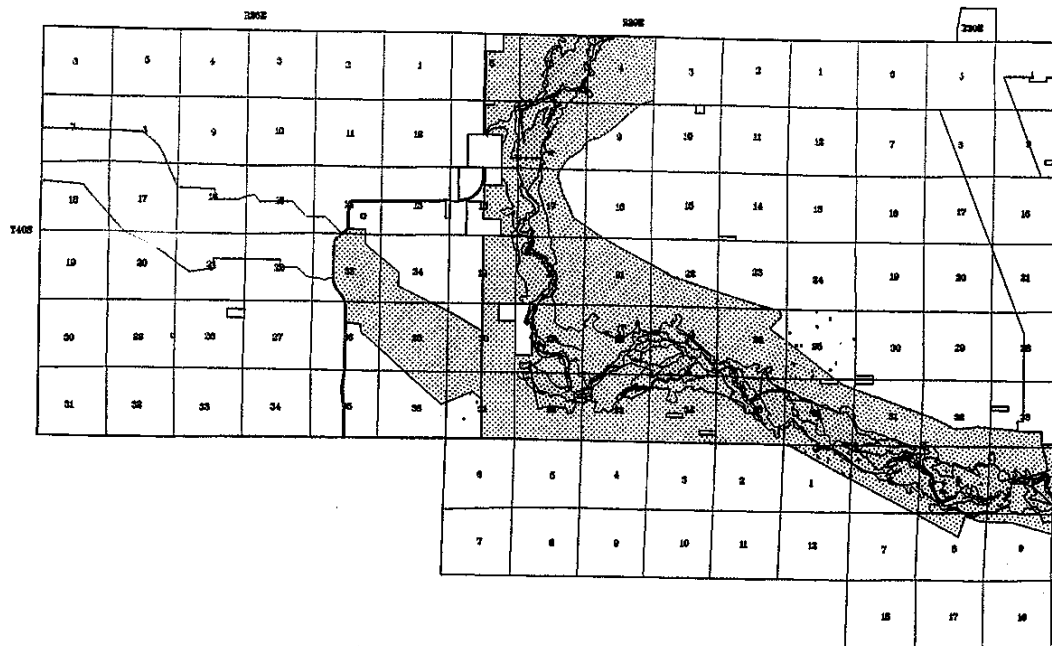


EXHIBIT A
Phase I Perpetual Conservation Easement